# CONSENT AGENDA
# HIDALGO COUNTY
# COMMISSIONERS COURT
# MEETING
# June 13, 2017
# 9:30 A.M.

**NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners Court will be held in the Commissioners Courtroom of the Administration Building, 100 E. Cano, 1st floor, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:**

**NOTICE TO THE PUBLIC**
**CONSENT AGENDA**

**The following items are of a routine or administrative nature. The Commissioners Court has been furnished with background and support on each item, and/or it has been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by a Commissioner, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote.**

**1.** **AI-60289** **Approval of check register and payment of claims and bills** - (Payments from Juvenile Probation, Adult Probation, LEOSE Fund, DA Motor Vehicle Theft Fund, DA Check Fraud Fund, DA Forfeiture Fund, Sheriff Forfeiture Funds, Constable Forfeiture Funds, HIDTA Forfeiture Funds and VIT Interest Fund are presented for recording purposes only.)

**2.** **Auditor's Office:**

**A.** **AI-60295** Presentation of Fund Information Report

**B.** **AI-60219** Pursuant to Local Government Code Section 115.0035, requesting approval of the attached reports.

**C.** **AI-60130** Discussion, consideration and approval to process the City of Edinburg 2016-2017 TIRZ payment in the amount of $141,640.12 pursuant to the interlocal agreement between the City of Edinburg, Hidalgo County, and Tax Increment Reinvestment Zone No. 3.

**D.** **AI-60075** Discussion, consideration and approval to process the City of Mission 2016-2017 TIRZ payment, in the amount of $2,568,815.15 pursuant to the interlocal agreement between the City of Mission, Hidalgo County, and the Reinvestment Zone No. 1, City of Mission.

**3.** **2017 Intradepartmental transfers:**

**A.** **AI-60279** 2017 - CO2014-PCT4 SUNFLOWER PARK

**B.** **AI-60246** 2017 - Pct 2 Rd Maint (1200)

**C.** **AI-60248** 2017 - CO2016-Pct 2 C. Chvz(Bus 83-Nolana Lp) Prj (1350)

**D.** **AI-60237** 2017 - Civil Service (1100)

**E.** **AI-60236** 2017 - Emergency Management (1100)

**F.** **AI-60210** 2017 - IT Department (1100)

**G.** **AI-60230** 2017 – Elections Dept/ 2016 Chapter 19 (1283)

**H.** **AI-60222** 2017 - Elections Dept/ 2015 Chapter 19 (1283)

**I.** **AI-60218** 2017 - Elections Dept (1100)

**J.** **AI-60200** 2017 - JP 1 Pl 2 (1100)

**K.** **AI-60233** 2017 - Pct. 4 (1100)

**L.** **AI-60182** 2017 - Pct. 1 Rd. Maint. (1200)

**M.** **AI-60180** Pct 1 - 2017 Sanitation (1100)

**N.** **AI-60213** 2017 - Pct. 2 Parks (1100)

**O.** **AI-60082** 2017 - Pct 3 Adm (1200)

**P.** **AI-60127** 2017 - Pct.4 Rd Maint (1200)

**Q.** **AI-60183** 2017- Pct. 4 Rd. Maint (1200)

**R.** **AI-60245** 2017 - IMM Div Local (1293)

**S.** **AI-60238** 2017 - Health & Human Services Dept. - TB Control (1293)

**T.** **AI-60136** 2017 - Health & Human Services Dept. / PHHS (1293)

**U.** **AI-60157** 2017 - Health & Human Services Dept. / H.D. Adm (1293)

**V.** **AI-60158** 2017 - Health & Human Services Dept. / Medicaid Admin (1293)

**W.** **AI-60091** 2017 - 398th DC (1100)

**X.** **AI-60132** 2017 - Adult Detention Center (1100)

**Y.** **AI-60093** 2017 - District Attorney's Office (1100)

**Z.** **AI-60116** 2017 - DA Civil Litigation (1100)

**AA.** **AI-60143** 2017 - Law Library (1247)

**BB.** **AI-60129** 2017 - County Judge (1100)

**CC.** **AI-60088** 2017 - Planning Dept. (1100)

**DD.** **AI-60154** 2017 - Purchasing (1100)

**EE.** **AI-60141** 2017 - Sheriff's Federal Sharing - U.S. Treasury (1228)

**FF.** **AI-60067** 2017 - Constable Pct. 1 (1100)

**GG.** **AI-60080** 2017 - Constable Precinct 4 (1100)

**4.** **2017 Interdepartmental transfers:**

**A.** **AI-60259** Pct 2 Whalen Rd Project (1200):
Approval of 2017 interdepartmental transfer from Pct 2 Rd Maint to Pct 2 Whalen Rd (Jackson Rd to 10 St.) Project in the amount of $149,467.95 to fund project expenditures.

**B.** **AI-60247** Pct 2 Adm (1200):
Approval of 2017 interdepartmental transfer from Pct 2 Rd Maint to Pct 2 Adm in the amount of $7,987.00 to fund software purchase and disposal services.

**C.** **AI-60252** CO2014-Pct 2 (1345):
Approval of 2017 interdepartmental transfer from CO2014-Pct 2 Lopezville Park Project to CO2014-Pct 2 in the amount of $8,707.00 to fund purchase of equipment.

**D.** **AI-60239** Visiting Judges (1100):
Requesting approval of 2017 interdepartmental transfer from Co Wide Adm - Contingency to Visiting Judges in the amount of $90,000.00

**E.** **AI-60155** Pct 1 - Admin. (1200)
Approval of 2017 interdepartmental transfer from R&B (005) to Administration (004) in the amount of $2024.01

**F.** **AI-60115** District Attorney's Office (1100):
Approval of 2017 interdepartmental transfer from program 013 (DA CIVIL LITIGATION) to program 002 (CRIM DA) in the amount of $5,069.65.

**G.** **AI-60081** CCL #8 (1100):
Approval of 2017 interdepartmental transfer from Co. Wide Adm.-Contingency to County Court at Law #8 in the amount of $1,950.00 to fund purchase of new computer equipment (PO #752853).

**H.** **AI-60131** Pct. 4 (1100):
Approval of 2017 interdepartmental transfer from Pct. 4 Parks to Pct. 4 Milo Ponce Park in the amount of $89,360.00.

**I.** **AI-60121** Pct 4 (1200):
Approval of interdepartmental transfer from Pct. 4 Admin. to Pct. 4 Rd Maint. in the amount of $4,246.68.

**J.** **AI-60229** Pct.4 (1100)
Approval of 2017 interdepartmental transfer from Pct.4 Sanitation (program 001) to Pct.4 Doolittle Recovery (program 162) in the amount of $6,730.00

**K.** **AI-60244** Pct. 4 (1100):
Approval of 2017 interdepartmental transfer from Pct. 4 Parks to Pct. 4 CRC Sunflower in the amount of $548.00.

**5.** **Planning Department:**

**A.** **AI-60176** 1. Certificate of Plat and Utility Status under Texas Local Government Code Section 232.028 (b)
2. Certificate of Water Service Availability under Texas Local Government Code Section 232.029 (c) (2)

**6.** **Monthly Fee Reports:**

**A.** **AI-60051** District Attorney's Office Check Fraud Fees Monthly Report - April 2017

**7.** **Executive Office:**

**A.** **AI-60066** Approval of Right of Way Permits:
1). North Alamo Water Supply Corporation:
a). Juan O. Jara; San Juan; Proposing to bore a 2" PVC casing for a 3/4" waterline, from the centerline of FM 1426 go West 500 feet. Will bore Sioux Road from North to South 4" deep.
b). Alberta Waterline Adjustment; Edinburg; Proposing for a 4" waterline, from the centerline of Ramos Ave go West 2640 feet. Will extend a 4" waterline on south side Alberta Road from Ramos Ave to Frontage 281 on the 3' ROW.
c). Loma Verde #4 Subdivision; North East of Edinburg; Proposing for a 8" waterline, from the centerline of FM 2812 fo North 300 feet. Will install an 8" waterline on the west side of Sunflower Rd. on the 5' ROW.

**8.** **Tax Refunds:**

**A.** **AI-59944**

| Account Number | Payer | Amount |
|---|---|---|
| J2007.00.000.0004.00 | International Bank of Commerce | $3,578.45 |
| M0570.00.000.0001.00 | Berkadia Commercial Mortgage | $4,182.18 |
| M0570.00.000.0001.00 | Accumatch | $6,774.53 |
| M0570.00.000.0001.00 | Accumatch | $41,332.61 |
| M0570.00.000.0002.00 | Accumatch | $3,432.91 |
| M0570.00.000.0002.00 | Accumatch | $12,801.66 |
| M0570.00.000.0003.00 | Accumatch | $3,333.50 |
| M0570.00.000.0003.00 | Accumatch | $13,742.95 |
| M0570.00.000.0004.00 | Accumatch | $3,372.91 |
| M1450.00.000.0002.00 | International Bank of Commerce | $3,107.75 |
| M1950.00.004.0001.00 | International Bank of Commerce | $22,562.59 |
| W2300.00.050.0003.00 | International Bank of Commerce | $3,564.12 |

**B.** **AI-59942**

| Account Number | Payer | Amount |
|---|---|---|
| L3149.00.002.0029.00 | Shell Gulf of Mexico Inc. | $2,702.30 |
| S2950.00.000.0401.25 | Marcial Zamora | $3,743.75 |

**9.** **Membership Dues:**

**A.** **AI-60105** Urban County:
Request approval to renew 2017-2018 membership dues in the amount of $2,000.00 to the National Community Development Association for Hidalgo County Urban County Program. (Membership dues covering the period July 1, 2017 through June 30, 2018).

**B.** **AI-60106** Urban County:
Requesting approval to renew 2017-2018 membership dues in the amount of $50.00 to the National Community Development Association, Region VI for Hidalgo County Urban County Program. (Membership dues covering the period July 1, 2017 through June 30, 2018)

**C.** **AI-60117** Constable Pct. 3:
Requesting approval to pay membership dues to the Justices of the Peace and Constables Association in the total of $665.00,
(Requisition #343852), with authority for County Treasurer to issue check after review, audit and processing procedures are completed by the County Auditor.

**D.** **AI-60137** Fire Marshal:
Requesting approval membership renewal for the National Fire Protection Association in the amount of $175 for one year for Fire Marshal, Chief Deputy Fire Marshal, and Deputy Fire Marshals, Requisition # 339500 with authority for County Treasurer to issue payment after review and auditing procedures are completed

**E.** **AI-60083** District Attorney (1100):
Requesting approval to pay 2017 membership dues for the Texas District & County Attorneys Association (TDCAA) for the following District Attorney's Office employees: Marian Sue Swanberg & Robert Patrick Moore, in the total amount of $120.00 (Requisition #343684), with authority for County Treasurer to issue check after review, audit and procedures are completed by County Auditor.

**10.** **Budget & Management:**

**A.** **AI-60087** Report and approval of emergency transfers for the period of May 1, 2017 through May 31, 2017.

**B.** **AI-59965** Self-Insured (2202):
Requesting approval of reimbursement of the Hidalgo County Workers' Comp. Claims paying account for claims paid by Tristar Risk Management for the period of May 16-31, 2017 in the amount of $50,603.52 and requesting approval of wire transfer.

**C.** **AI-59967** 1. Approval of reimbursement in the amount of $9,530.56 to Blue Cross Blue Shield Insurance Company for claims paid on behalf of Hidalgo County from 05/20/17 to 06/02/17.

| | |
|---|---|
| 05/20-26/17 | $6,082.16 |
| 05/27-31/17 | $1,741.09 |
| 06/01-02/17 | $1,707.31 |
| TOTAL | $9,530.56 |

2. Approval of wire transfer to cover claims paid.

**D.** **AI-59964** 1. Approval of reimbursement in the amount of $1,029,418.16 to Aetna Insurance Company for claims paid on behalf of Hidalgo County from 05/18/17 to 05/31/17.

| | |
|---|---|
| 05/18-24/17 | $ 504,531.25 |
| 05/25-31/17 | $ 524,886.91 |
| TOTAL | $1,029,418.16 |

2. Approval of wire transfer to cover claims paid.

**E.** **Interfund transfers:**

1. **AI-60111** Pct. 4 Sanitation (1100)
Approval of 2017 interfund transfer from Pct. 4 Rd. Maint (1200) to Pct. 4 Sanitation (1100) in the amount of $24,107.70 to fund general supplies expenditures.

2. **AI-60250** Various Pct 2 TxDOT Projects (1315):
Approval of 2017 interfund transfer from Pct 2 Rd Maint (1200) to Various Pct 2 TxDOT (1315) Projects in the amount of $67,030.80 to fund project expenditures.

3. **AI-60242** TxDOT Pct 2 Regional Park Prj (1315):
Approval of 2017 interfund transfer from CO2016-Pct 2 Regional Park Prj (Fund 1350) to TxDOT Pct 2 Regional Park Prj in the amount of $260,673.64 to fund project expenditures.

**11.** **Purchasing Dept - Notes:**

**A. FOR ANY CONTRACTS(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FORWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.**
**B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).**

**A.** **AI-60194** Requesting authority to advertise and approval of procurement packet (i.e., specifications, legal notice etc.) as attached hereto for Prepaid (Post Tax) Voluntary Legal Services including re-advertising if/when applicable or required.

**B.** **AI-60055** 1. Requesting authority to enter into (1) new 36-month (capital) lease with Canon Financial Services, Inc., for Copier Model IR-C3325i through our membership/participation with Department of Information (DIR) contract DIR-TSO-3101 through requisition #343161 in the amount of $107.82 per month-equipment, maintenance service agreement 3000 B/W copies per month @ $30.90/month with overages billed @ $0.0103 per copy, 800 color copies per month @ $63.68/month with overages billed @ $0.0796 per copy for a total monthly cost of $202.40; effective upon approval and delivery & installation. "Subject to HB-1295 Compliance."
2. Requesting authority to enter into (1) new 36-month (capital) lease with Canon Financial Services, Inc for Copier Model IR-5535i through our membership/participation with Department of Information (DIR) contract DIR-TSO-3101 through requisition #343341 in the amount of 158.63 per month-equipment, maintenance service agreement 5,000 B/W copies per month @ $40.00/month with overages billed @ $0.008 per copy, 500 color copies per month @ $31.80/month with overages billed @ $0.0636 per copy for a total monthly cost of $230.43; effective upon approval and delivery & installation. "Subject to HB-1295 Compliance

**C.** **AI-60240** Pct. 4 Project Invoices-
Requesting acceptance and approval of the following invoices in connection with various Pct. #4 projects for processing and payment as submitted by project engineer:
1. South Texas Infrastructure Group, LLC - Sunflower Road Project - $10,870.95 - Invoice S17-036 - PO# 753585
2. L&G Engineering - San Carlos CRC Landscaping - Irrigation & Retaining Wall (WA#1) - $266.04 - Invoice No. 17-5-000004 - PO# 751864
3. L&G Engineering - Sanitation Collection Facility - $2,350.38 - Invoice No. 17-5-000003 - PO# 762125

**D.** **AI-60231** Requesting authority to clarify CC approval of (02/11/2014 A1-42879) to accept and approval software maintenance support with Prime Source Technologies, LLC. an awarded vendor through our membership/participation with GSA # GS-35F-0480T for the Health & Human Services Department through the services (as outlined in attached document) with no document to sign and through current Purchase Order 752212 and thereafter will continue

for the term to coincide with their GSA contract of 06/14/2022 which was due to expire 06/14/2017

**E.** **AI-60009** Requesting authority to advertise and approval of procurement packet (i.e., specifications, legal notice etc.) as attached hereto for Custodial Services for Any Hidalgo County Owned Buildings Commencing with New Administration Building in Edinburg, TX including re-advertising the project when/if necessary or required.

**F.** **AI-60211** Pct. 1:
Requesting acceptance and approval of Application for Payment No. 1 in the amount of $195,132.63 as submitted by 2GS,LLC. for the provision of FEMA Road Improvements - Site #1 Mile 1 1/2 West under Contract# C-16-400-03-07.

**G.** **AI-60220** Pursuant to HCCC [Regular AI#57333/11-15-16] and the current agreement between Hidalgo County [SO] and MAO Westwood Pharmacy, Inc., dba, Westwood Pharmacy [Contract #E-16-039-01-05] approval to "Amend" Exhibit "B","B-1","B-2" to reflect the additional listing of legend and non-legend pharmaceuticals prescribed by physicians and titled Exhibit "B-3".

**H.** **AI-60165** Approval of payment of Invoice #11326317 in the amount of $8,227.47 as submitted by project engineer, L&G Consulting Engineers Inc., for engineering services provided under Contract C-15-097-03-17(WA#4), for Pct 2 Nolana Loop project.

**I.** **AI-60167** Approve payment of Invoice #11326311 in the amount of $2,342.28 submitted by project engineer, L&G Consulting Engineers Inc., for engineering services provided under Contract C-16-171-04-12 (WA#1), for Pct 2 Dicker Road project.

**J.** **AI-60168** Approve payment of Invoice #11326321 in the amount of $21,368.62 submitted by project engineer, L&G Consulting Engineers Inc., for engineering services provided under Contract C-15-300-09-01(WA#1), for Pct 2 Cesar Chavez Road Project.

**K.** **AI-60169** Approve payment of Invoice #11326327 in the amount of $4,494.00 submitted by project engineer, L&G Consulting Engineers Inc., for engineering services provided under Contract C-16-131-03-07 (WA#1), for Pct 2 CRC Youth Facility Project.

**L.** **AI-60171** Approve payment of Invoice #11326320 in the amount of $26,052.93 as submitted by project engineer, L&G Consulting Engineers Inc., for engineering services provided under Contract C-15-336-09-29(WA#1), for Pct 2 Eldora Road project.

**M.** **AI-60178** Approval of payment Invoice #20013 in the amount of $399.49 submitted by project engineer, B2Z Engineering LLC, for engineering services provided under Contract C-16-326-08-23 (WA#1), for Pct 2 Palmer Pavilion Renovation Project.

**N.** **AI-60179** Approve payment of Invoice #20016 in the amount of $873.67 submitted by project engineer, B2Z Engineering LLC, for engineering services provided under Contract C-16-326-08-23 (WA#4), for County Wide Shop Project.

**O.** **AI-60202** Approve payment of Invoice #20014 in the amount of $1,456.48 submitted by project engineer, B2Z Engineering LLC, for engineering services provided under Contract C-16-326-08-23 (WA#2), for Pct 2 Community Resource Center (CRC) Youth Facility Project.

**P.** **AI-60204** Approve payment of Invoice #20015 in the amount of $62,690.20 submitted by B2Z Engineering LLC, for GIS mapping services under Contract C-16-326-08-23 (WA#3), for Pct 2.

**Q.** **AI-60163** Approval of payment Invoice #11326328 in the amount of $98,794.45, as submitted by project engineer, L&G Consulting Engineers Inc., for engineering services provided under Contract C-17-088-04-05 through (WA#1), for Pct 2 Nolana Loop Segment 1 project.

**R.** **AI-60054** 1. Acceptance and approval of Work Authorization No. 3 (*with an estimated cost of 5,183.95*) as submitted by project engineer, L&G Consulting Engineering for the purposes of (CMT Services for Sunflower Road Project) located in Precinct 4, in connection to "on call" agreement# C-16-305-10-04.

2. Acceptance and approval of Work Authorization No. 4 (*with an estimated cost of 17,237.18*) as submitted by project engineer, L&G Consulting Engineers for the purposes of (GEO Tech Services for Brushline Road Project) located in Precinct 4, in connection to "on call" agreement# C-16-305-10-04.

**S.** **AI-60064** Approval of Payment Application No. 3 in the amount of $159,740.13, as submitted by RDH Site and Concrete, LLC for the provision of Paving Improvements - Goolie Road through Contract #C-16-277-08-09 & PO #749735.

**T.** **AI-60068** Requesting authority to advertise and approval of procurement packet( i.e. draft specifications/requirements, legal notice, draft service contract, etc) as attached hereto for: Hidalgo County Precinct No.1-"Disposal of Municipal Solid Waste"-RFB No. 2017-158-SMA, including the re-advertisement of project if and when applicable/required.

**U.** **AI-60070** Requesting authorization to remove Asset #62860 from Hidalgo County Precinct 4's Inventory List with supporting documentation attached hereto.

**V.** **AI-60074** Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft contract document etc.) for project titled: Hidalgo County-"Purchase of Concrete Mix & Delivery Services" -RFB No.:2017-156-SMA including the re-advertisement of project if and when applicable/required.

**W.** **AI-59971** Requesting authority to advertise and approval of procurement packet (i.e. specifications/ requirements, legal notice, draft requirement agreement, etc.) as attached hereto for: Hidalgo County Precinct 3-"Lease of Land W. of FM 886 Vicinity of Cuevitas-Los Ebanos or Sullivan City (Approx. 5 Acres)"- RFB No.: 2017-155-00-00-SGS, including the re-advertisement of project if/when applicable or required.

**X.** **AI-60100** Executive Office - New Courthouse Project:
Acceptance and approval of the following invoice in connection with drainage improvements @ SH 107 & Bus 281 with authority for County Treasurer to issue payment after review and processing procedures are completed by County Auditor:

| Vendor | Invoice Date | Invoice# | Amount | PO# |
|---|---|---|---|---|
| L&G Consulting Engineers, Inc. | 5/31/17 | 11326318 | $76,142.84 | 750481 |

**Y.** **AI-60101** Executive Office - Traffic Engineering:
Acceptance and approval of the following invoice for representation at HCMPO Policy Meetings & HCMPO Technical Meetings with authority for County Treasurer to issue payment after review and auditing procedures are completed by County Auditor:

| Vendor | Invoice Date | Invoice # | Amount | PO # |
|---|---|---|---|---|
| L&G Engineering, Inc. | 5/31/17 | 11326300 | $7,681.76 | 733569 |

**Z.** **AI-60096** 1. Pursuant to Article 14 of the "professional engineering services" agreement with Halff & Associates, Inc., is requesting approval to engage the services of [Sub-Contractors]- Chanin Engineering (Structural Engineering) & Celso Gonzalez (Project Registration & Plan Review) for Work Authorization 3 (J.R.Milo Ponce Park) in connection to Contract # C-16-188-05-10 (as previously approved by CC on 03/21/17-AI-58983) with adherence to insurance provisions required by said article and, subject to compliance with [HB1295 Form], [when and/or if applicable].

2. Pursuant to Article 14 of the "professional engineering services" agreement

with Halff & Associates, Inc., is requesting approval to engage the services of [Sub-Contractor]- Megamorphosis Architecture (Facility Improvements) under SA1-WA3 for: (J.R.Milo Ponce Park) in connection to Contract # C-16-188-05-10 (as previously approved by CC on 05/02/17-AI-59629) with adherence to insurance provisions required by said article and, subject to compliance with [HB1295 Form], [when and/or if applicable].

**AA.** **AI-60098** Requesting authority to advertise and approval of procurement packet [i.e. specifications/requirements, legal notice, draft contract document etc.] for project titled: Hidalgo County-Laboratory Services- RFB No.:2017-153-SMA including the re-advertisement of project if/when applicable/required.

**BB.** **AI-60110** Ratification of Change Order No. 5 reflecting an increase of an additional 15 calendar days due to rain/wet days and concrete plant not being open/having a booked schedule with project contractor G&G Contractors, LLC.(C-16-226-06-20), as submitted though project engineer LeFevre Engineering & Management Consulting, LLC with supporting justification and documentation from project engineer attached herein and subject to compliance with form 1295 when/if applicable.

**CC.** **AI-60134** Acceptance and approval of the following invoices in connection with Pct.#4 projects for invoice processing and payments as submitted by:
1. L&G Consulting Engineers Inc: FM 2220 Project - $2,700.00 - Invoice 11326301 / P.O. 736559;
2. L&G Consulting Engineers Inc: FM 1925 & N. Alamo Rd Project - $7,400.90 - Invoice 11326310 / P.O. 684964;
3. L&G Consulting Engineers Inc: FM 1925 WA#1 Project - $9,450.00 - Invoice 11326316 / P.O. 739761.

**DD.** **AI-60138** Approval of Supplemental Agreement #4 - WA 1 for "Additional Services" with an "increase" of ($ 6,730.00) revising the estimated total cost to ($ 74,320.00) as submitted by project engineer, Halff Associates, Inc., under (on call) Professional Services Agreement# C-16-188-05-10 for “Building Repairs, Renovations, Alteration, Additions and/or Other Related Services to County Owned Buildings” (on an as needed basis) for Precinct 4, [Project: "Sanitation Collection Facility and "M" Road Building"].

**EE.** **AI-60142** Acceptance and approval of the following invoices (for processing and payment) as submitted by contracted/project engineer, L&G Consulting Engineers Inc.:
1. Invoice No. 11326308 La Homa ROW -WA # 1 - $4,320.00
2. Invoice No. 11326309 South Detention Basin Project - $10,500.06
3. Invoice No. 11326302 Mile 3 Phase III - WA #3 - $12,500.00
4. Invoice No. 11326305 Veterans Blvd. Project - WA #1 - $9,527.76
5. Invoice No. 11326315 Liberty Road Project - WA #3 - $77,852.75
6. Invoice No. 11326319 FM 494 Shary Rd. - WA #2 - $32,400.00

**FF.** **AI-60153** Approval of Payment Application No. 6 in the amount of $462,181.10 submitted by L&G Construction, awarded contractor for Precinct 3 "South Detention Basin" project as certified for payment by project Engineer, L&G Engineer, C-16-161-08-09.

**GG.** **AI-60166** Requesting authority to advertise and approval of procurement packets (i.e., specifications, legal notice etc.) as attached hereto for Road & Drainage Construction for Palm Subdivision Unit #2 with authority to re-advertise if and when applicable.

**HH.** **AI-60060** **WIC PROGRAM:**

Requesting to enter into two (2) 36 month capital lease agreements under awarded vendor CORE BUSINESS SOLUTIONS, INC. through BUYBOARD contract #453-14, for a monthly grand total of $731.54 between both leases.

| (2) WIC - Copier Leases | | | |
|---|---|---|---|
| REQ # | Lease | Model | Monthly Amount |
| 342508 | 36 month | MX-4070N | $ 208.16 - equipment<br>$ 134.00 - service<br>$ 342.16 monthly total |
| 342692 | 36 month | MX-M654N | $ 249.38 - equipment<br>$ 140.00 - service<br>$ 389.38 monthly total |

**II.** **AI-59983** Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft requirements etc.) as attached hereto for: Hidalgo County “"Purchase of Tires, Installation & Other Services" RFB:2017-154-06-13 including the re-advertisement of project in the event No Bids, or, responses are rejected and project is still required.

**JJ.** **AI-60063** Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft requirements etc.) as attached hereto for: Hidalgo County “Service Repair & Maintenance of County Generators RFB: 2017-150-07-05-TDL” including the re-advertisement of project in the event No Bids, or, Responses are rejected and project is still required.

**KK.** **AI-59966** Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft requirements etc.) as attached hereto for: Hidalgo County “LUBRICANTS (GREASE-OIL-HYDRAULIC FLUIDS-ANTIFREEZE) PRODUCTS" RFB:2017-152-07-05 including the re-advertisement of project in the event No Bids, or, Responses are rejected and project is still required.

**AI-60289** **1.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted By:** Monica Salinas,
EXECUTIVE OFFICE

**Department:** EXECUTIVE OFFICE

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**Information**

**CAPTION**

**Approval of check register and payment of claims and bills -** (Payments from Juvenile Probation, Adult Probation, LEOSE Fund, DA Motor Vehicle Theft Fund, DA Check Fraud Fund, DA Forfeiture Fund, Sheriff Forfeiture Funds, Constable Forfeiture Funds, HIDTA Forfeiture Funds and VIT Interest Fund are presented for recording purposes only.)

**BACKGROUND**

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**Fiscal Impact**

**Attachments**

ck reg

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**Form Review**

Form Started By: Monica Salinas Started On: 06/12/2017 03:23 PM

Final Approval Date: 06/12/2017

## Approval of Check Register as Summarized Below

**June 13th, 2017**

| Bank Account | Fund | Start Ck # | End Ck # | | Amount |
|---|---|---|---|---|---|
| 01 | General Fund | 454699 | 455489 | | 4,375,036.29 |
| 02 | Special Revenue | 421898 | 422259 | | 1,101,728.21 |
| 03 | Debt Service | No checks issued | | | - |
| 04 | Capital Projects | 17606 | 17638 | | 2,315,997.64 |
| 05 | Trust & Agency | 25956 | 25985 | | 1,208,378.42 |
| 06 | Payroll | 998072 | 998077 | | 14,070.80 |
| 07 | Proprietary | 6386 | 6393 | | 185,675.09 |
| 15 | Urban County | 31755 | 31784 | | 480,098.19 |

| | | | |
|---|---|---|---|
| | Total checks | | **9,680,984.64** |
| **Ach Withdrawals for:** | | | |
| General Fund | ITEMS: | 3 | 6,889,674.57 |
| Trust & Agency Funds | ITEMS: | 10 | 2,484,905.74 |
| Payroll Fund | ITEMS: | 3 | 3,565,962.91 |
| Proprietary Funds | ITEMS: | 3 | 819,959.21 |
| | Total withdrawals: | | 13,760,502.43 |
| **Bank Internal Transfer for:** | | | |
| General Fund | ITEMS: | 8 | 6,879,396.38 |
| Special Revenue Funds | ITEMS: | 4 | 1,984,193.55 |
| Payroll Fund | ITEMS: | 1 | 20.00 |
| Proprietary Funds | ITEMS: | 2 | 40,491.06 |
| | Total transfers: | | 8,904,100.99 |
| | Total electronic payments: | | 22,664,603.42 |
| | **Grand Total:** | | **32,345,588.06** |

**ACH Withdrawals**

| Date | To | For | From | Amount |
|---|---|---|---|---|
| 05/31/17 | Texas Class Investment Pool | Tax Office Motor Vehicle | General Fund | 643,628.13 |
| 06/01/17 | Texas Class Investment Pool | Tax Office Motor Vehicle | General Fund | 5,417,655.23 |
| 06/07/17 | Texas Class Investment Pool | Tax Office Motor Vehicle | General Fund | 828,391.21 |
| | | | **Total General** | 6,889,674.57 |
| 05/30/17 | IRS Tax Payment | Regular PP#11 | Trust & Agency Fund | 1,185,465.51 |
| 06/12/17 | IRS Tax Payment | Regular PP#12 | Trust & Agency Fund | 1,164,477.11 |
| 05/30/17 | IRS Tax Payment | Urban County PP#11 | Trust & Agency Fund | 9,498.76 |
| 06/12/17 | IRS Tax Payment | Urban County PP#12 | Trust & Agency Fund | 9,489.30 |
| 06/01/17 | IRS Tax Payment | Elected Officials PP#10 | Trust & Agency Fund | 52,740.54 |
| 06/02/17 | Esimpkins | 457 Elected Officials | Trust & Agency Fund | 1,025.00 |
| 05/30/17 | Esimpkins | 457 Regular & Urban Co | Trust & Agency Fund | 7,758.07 |
| 06/09/17 | Mid Atlantic | Employee Loan Payment | Trust & Agency Fund | 736.72 |
| 05/31/17 | TXSDU | Child Support (E. Officials) | Trust & Agency Fund | 500.00 |
| 06/09/17 | TXSDU | Child Support (Regular & Urban) | Trust & Agency Fund | 53,214.73 |
| | | | **Total Trust & Agency** | 2,484,905.74 |
| 06/09/17 | County Employees | Regular Payroll PP11 | Payroll Fund | 3,434,338.20 |
| 06/09/17 | Urban Co. Employees | Urban Co. Payroll PP11 | Payroll Fund | 27,630.89 |
| 05/31/17 | Elected Officials | Elected Official PP09 | Payroll Fund | 103,993.82 |
| | | | **Total Payroll** | 3,565,962.91 |
| 06/01/17 | TriStar Risk Mgnt | Workers Compensation | Proprietary Fund | 48,376.11 |
| 06/01/17 | Blue Cross Blue Shield | Health Insurance Claims | Proprietary Fund | 5,199.75 |
| 06/01/17 | Aetna Health Insurance Co. | Health Insurance Claims | Proprietary Fund | 766,383.35 |
| | | | **Total Proprietary** | 819,959.21 |
| | | | **Total ACH Withdrawal** | 13,760,502.43 |

**Bank Internal Transfers**

| Date | To | For | From | Amount |
|---|---|---|---|---|
| 05/26/17 | Payroll Fund | Elected Officials PP#10 | General Fund | 115,743.34 |
| 05/26/17 | Trust & Agency Fund | Elected Officials PP#10 | General Fund | 104,025.07 |
| 06/08/17 | Trust & Agency Fund | Regular PP#12 | General Fund | 2,292,115.94 |
| 06/07/17 | Payroll Fund | Regular PP#12 | General Fund | 2,402,118.58 |
| 05/26/17 | Trust & Agency Fund | Election Expense | General Fund | 190.73 |
| 05/26/17 | Payroll Fund | Election Expense | General Fund | 64,179.08 |
| 06/05/17 | Tax Office Motor Vehicle | Return of Principal Investment | General Fund | 822,404.87 |
| 06/08/17 | Tax Office Motor Vehicle | Return of Principal Investment | General Fund | 1,078,618.77 |
| | | | **Total General** | 6,879,396.38 |
| 06/07/17 | Payroll Fund | Urban County PP#12 | Special Revenue Fund | 27,630.89 |
| 06/08/17 | Trust & Agency Fund | Urban County PP#12 | Special Revenue Fund | 27,255.88 |
| 06/07/17 | Payroll Fund | Regular PP#12 | Special Revenue Fund | 1,011,103.92 |
| 06/08/17 | Trust & Agency Fund | Regular PP#12 | Special Revenue Fund | 918,202.86 |
| | | | **Total Special Revenue** | 1,984,193.55 |
| 05/26/17 | General Fund | Clear direct dep. return Due/to | Payroll Fund | 20.00 |
| | | | **Total Payroll Fund** | 20.00 |
| 06/07/17 | Payroll Fund | Regular PP#12 | Proprietary | 21,115.70 |
| 06/08/17 | Trust & Agency Fund | Regular PP#12 | Proprietary | 19,375.36 |
| | | | **Total Proprietary** | 40,491.06 |
| | | | **Total Bank Transfers** | 8,904,100.99 |
| | | | **Grand Total** | 22,664,603.42 |

A/P Summary Check Register FPREG01A

| Bank | Check No | Amount | Date | Vendor | Type |
|---|---|---|---|---|---|
| 01 | 00452536 | -22.00 | 05/31/17 | 432644 HIDALGO COUNTY TAX ASSESSOR-COLLECTOR | CV |
| 01 | 00453736 | -7.50 | 05/31/17 | 432644 HIDALGO COUNTY TAX ASSESSOR-COLLECTOR | CV |
| 01 | 00454699 | 350.00 | 06/06/17 | 368954 LAW OFFICE OF DIANA FUENTES AGUILAR | C |
| 01 | 00454700 | 3,495.00 | 06/06/17 | 23019 ALEXANDER, MARK | C |
| 01 | 00454701 | 957.50 | 06/06/17 | 375454 ALEXANDER, PAMELA S. | C |
| 01 | 00454702 | 500.00 | 06/06/17 | 425621 ALMA Z. VILLARREAL, P.C. | C |
| 01 | 00454703 | 5,120.00 | 06/06/17 | 305464 ALVAREZ, JUAN R. | C |
| 01 | 00454704 | 270.00 | 06/06/17 | 27359 LAW OFFICE OF OSCAR ALVAREZ | C |
| 01 | 00454705 | 3,025.00 | 06/06/17 | 66702 ARIZPE, SOFIA | C |
| 01 | 00454706 | 1,050.00 | 06/06/17 | 329134 BARBOSA, ALBERTO | C |
| 01 | 00454707 | 2,890.00 | 06/06/17 | 299375 LAURA MARTINEZ BARBOSA | C |
| 01 | 00454708 | 1,650.00 | 06/06/17 | 451134 BELMONTE, WENDOLI RODRIGUEZ | C |
| 01 | 00454709 | 405.00 | 06/06/17 | 400467 BUSTOS, HECTOR | C |
| 01 | 00454710 | 3,500.00 | 06/06/17 | 330752 CANALES, MELISA LARES | C |
| 01 | 00454711 | 1,750.00 | 06/06/17 | 297895 LAW OFFICE OF RODOLFO CANCHE JR | C |
| 01 | 00454712 | 770.00 | 06/06/17 | 2526 ARTURO R. CANTU, ATTORNEY AT LAW | C |
| 01 | 00454713 | 475.00 | 06/06/17 | 341746 CANTU, JUDITH ANN | C |
| 01 | 00454714 | 1,452.50 | 06/06/17 | 205028 LAW OFFICE OF ROBERT M. CAPELLO JR. P.C. | C |
| 01 | 00454715 | 350.00 | 06/06/17 | 188921 DAVID E CAZARES P.C. | C |
| 01 | 00454716 | 760.00 | 06/06/17 | 348147 EDNA ESCANAME CEDILLO | C |
| 01 | 00454717 | 800.00 | 06/06/17 | 406481 CHUGANI, HITESH K. | C |
| 01 | 00454718 | 1,280.00 | 06/06/17 | 170127 CONNET, SALLY M. | C |
| 01 | 00454719 | 590.00 | 06/06/17 | 192848 CONTRERAS, JESUS | C |
| 01 | 00454720 | 2,985.00 | 06/06/17 | 222232 LAW OFFICE OF M. TERESA CORONADO | C |
| 01 | 00454721 | 300.00 | 06/06/17 | 402761 DE OCHOA, SONIA | C |
| 01 | 00454722 | 507.50 | 06/06/17 | 213837 DIAZ, MELINDA | C |
| 01 | 00454723 | 2,750.00 | 06/06/17 | 322555 ESPINOSA, PILAR V. | C |
| 01 | 00454724 | 615.00 | 06/06/17 | 345571 FLORES, ALFONSO RICARDO | C |
| 01 | 00454725 | 2,985.00 | 06/06/17 | 365041 RENE A. FLORES | C |
| 01 | 00454726 | 350.00 | 06/06/17 | 30791 FLORES, RICARDO | C |
| 01 | 00454727 | 300.00 | 06/06/17 | 450510 FONSECA, AARON | C |
| 01 | 00454728 | 800.00 | 06/06/17 | 443921 GALVAN, AARON | C |
| 01 | 00454729 | 2,505.00 | 06/06/17 | 390232 LAW OFFICE OF CARLOS R. GALVAN | C |
| 01 | 00454730 | 395.00 | 06/06/17 | 316105 LAW OFFICE OF CARLOS A. GARCIA | C |
| 01 | 00454731 | 640.00 | 06/06/17 | 452700 GARCIA, CATHERINE A. | C |
| 01 | 00454732 | 800.00 | 06/06/17 | 217743 LAW OFFICE OF DALINDA B. GARCIA | C |
| 01 | 00454733 | 300.00 | 06/06/17 | 241873 JAIME ROEL GARCIA | C |
| 01 | 00454734 | 3,370.00 | 06/06/17 | 145882 ABEL GARZA ATTORNEY AT LAW | C |
| 01 | 00454735 | 1,992.50 | 06/06/17 | 299219 LAW OFFICE OF ALMA R. GARZA, P.C. | C |
| 01 | 00454736 | 600.00 | 06/06/17 | 438979 GARZA, CARINA | C |
| 01 | 00454737 | 300.00 | 06/06/17 | 249629 GARZA, CARLOS JAIME | C |
| 01 | 00454738 | 1,570.00 | 06/06/17 | 395641 GARZA, JOSE M. | C |
| 01 | 00454739 | 380.00 | 06/06/17 | 334995 GARZA, LAURA | C |
| 01 | 00454740 | 1,402.50 | 06/06/17 | 287989 LAW OFFICE OF MELINDA D. GARZA | C |
| 01 | 00454741 | 500.00 | 06/06/17 | 396621 MICHAEL L. GARZA LAW FIRM, P.L.L.C. | C |
| 01 | 00454742 | 300.00 | 06/06/17 | 98655 LAW OFFICES OF RICHARD GARZA | C |
| 01 | 00454743 | 1,340.00 | 06/06/17 | 159298 GARZA, ROGELIO | C |
| 01 | 00454744 | 515.00 | 06/06/17 | 252743 GARZA, ROLANDO | C |
| 01 | 00454745 | 500.00 | 06/06/17 | 161837 GOMEZ, ADAN | C |
| 01 | 00454746 | 910.00 | 06/06/17 | 19062 GOMEZ, JOSE ANTONIO | C |
| 01 | 00454747 | 785.00 | 06/06/17 | 181188 GONZALES, FRANCISCO E. JR. | C |
| 01 | 00454748 | 470.00 | 06/06/17 | 411400 THE LAW OFFICE OF RICHARD D. GONZALES PC | C |
| 01 | 00454749 | 300.00 | 06/06/17 | 330507 LAW OFFICE OF JOSE G. GONZALEZ | C |
| 01 | 00454750 | 950.00 | 06/06/17 | 251607 LAW OFFICE OF NOEL GONZALEZ | C |
| 01 | 00454751 | 1,000.00 | 06/06/17 | 453153 GONZALEZ, SAVANNAH | C |

| Bank | Check No | Amount | Date | Vendor | Type |
|---|---|---|---|---|---|
| 01 | 00454752 | 650.00 | 06/06/17 | 8311 GORENA, DAVID R. | C |
| 01 | 00454753 | 750.00 | 06/06/17 | 442674 GUERRA, AMELIA | C |
| 01 | 00454754 | 3,595.00 | 06/06/17 | 199788 GUERRA, VICTORIA | C |
| 01 | 00454755 | 350.00 | 06/06/17 | 317055 LAW OFFICE OF LILLY A GUTIERREZ | C |
| 01 | 00454756 | 1,025.00 | 06/06/17 | 376442 GUTIERREZ, ROEL | C |
| 01 | 00454757 | 700.00 | 06/06/17 | 424137 PALACIOS, GARZA & THOMPSON, P.C. | C |
| 01 | 00454758 | 1,427.50 | 06/06/17 | 360953 HERNANDEZ, HECTOR JR. | C |
| 01 | 00454759 | 605.00 | 06/06/17 | 179094 JEANNE E. HOLMES, P.C. | C |
| 01 | 00454760 | 1,407.50 | 06/06/17 | 378682 JARVIS LAW FIRM | C |
| 01 | 00454761 | 1,000.00 | 06/06/17 | 114383 LONGORIA, DANIEL Q. | C |
| 01 | 00454762 | 1,000.00 | 06/06/17 | 254673 LOPEZ, GREGORIO R. | C |
| 01 | 00454763 | 440.00 | 06/06/17 | 442135 LUNA, RUBEN J | C |
| 01 | 00454764 | 400.00 | 06/06/17 | 428736 MALDONADO, ARNOLD ANDRE | C |
| 01 | 00454765 | 1,210.00 | 06/06/17 | 396648 THE MANGI LAW OFFICE, P.C. | C |
| 01 | 00454766 | 1,672.50 | 06/06/17 | 380725 MARROQUIN, ARMANDO JAMIL | C |
| 01 | 00454767 | 300.00 | 06/06/17 | 385174 MCGEE, DAVID LEE | C |
| 01 | 00454768 | 900.00 | 06/06/17 | 453749 MCPHERSON, WILLIAM H. | C |
| 01 | 00454769 | 3,645.00 | 06/06/17 | 445274 MENDOZA, MELISANDRA | C |
| 01 | 00454770 | 640.00 | 06/06/17 | 282669 LAW OFFICE OF ROBERTO MEZA, JR. | C |
| 01 | 00454771 | 350.00 | 06/06/17 | 159336 LAW OFFICE OF VERONICA MONCIVAIS | C |
| 01 | 00454772 | 1,040.00 | 06/06/17 | 251127 LAW OFFICE OF MELISSA RIOS MONTES | C |
| 01 | 00454773 | 500.00 | 06/06/17 | 107743 MORALES, ALFREDO JR. | C |
| 01 | 00454774 | 5,522.50 | 06/06/17 | 226297 MORALES-MARTINEZ, NEREYDA | C |
| 01 | 00454775 | 900.00 | 06/06/17 | 382647 MUNOZ, JORGE | C |
| 01 | 00454776 | 19,397.50 | 06/06/17 | 315532 CARLOS E. ORTEGON, P.C. | C |
| 01 | 00454777 | 600.00 | 06/06/17 | 434426 ORTEGON, JORGE LUIS | C |
| 01 | 00454778 | 700.00 | 06/06/17 | 253871 OSORIO, ALBERTO | C |
| 01 | 00454779 | 700.00 | 06/06/17 | 425630 OZUNA, JOSE DANIEL | C |
| 01 | 00454780 | 2,000.00 | 06/06/17 | 288306 JS PALACIOS PLLC | C |
| 01 | 00454781 | 2,175.00 | 06/06/17 | 156434 PALACIOS, TORIBIO | C |
| 01 | 00454782 | 900.00 | 06/06/17 | 428744 PALACIOS-LOVE LAW PLLC | C |
| 01 | 00454783 | 600.00 | 06/06/17 | 403377 PATINO & ASSOCIATES PLLC | C |
| 01 | 00454784 | 1,000.00 | 06/06/17 | 450880 PINA, MARTIN ALEXIS | C |
| 01 | 00454785 | 1,505.00 | 06/06/17 | 143456 LAW OFFICE OF GEORGE PITCHFORD | C |
| 01 | 00454786 | 750.00 | 06/06/17 | 443840 POPE, JOHN ADAM IV | C |
| 01 | 00454787 | 1,317.50 | 06/06/17 | 209783 RAMIREZ, CARMEN B. | C |
| 01 | 00454788 | 500.00 | 06/06/17 | 235679 LAW OFFICE OF DANIEL RAMIREZ | C |
| 01 | 00454789 | 300.00 | 06/06/17 | 291749 RAMIREZ, JOSE ALBINO | C |
| 01 | 00454790 | 1,775.00 | 06/06/17 | 450014 RAMIREZ, JUAN R. | C |
| 01 | 00454791 | 985.00 | 06/06/17 | 159328 RAMIREZ, LUIS R. | C |
| 01 | 00454792 | 7,500.00 | 06/06/17 | 95982 RAMIREZ, MARIO | C |
| 01 | 00454793 | 2,000.00 | 06/06/17 | 407399 REGALADO, LUCIA | C |
| 01 | 00454794 | 1,450.00 | 06/06/17 | 434450 REYES, RENE | C |
| 01 | 00454795 | 470.00 | 06/06/17 | 217026 REYNA, JOSE J. | C |
| 01 | 00454796 | 1,500.00 | 06/06/17 | 451843 REYNA, RAUL G. JR. | C |
| 01 | 00454797 | 750.00 | 06/06/17 | 297615 LAW OFFICE OF REGINA RICHARDSON | C |
| 01 | 00454798 | 410.00 | 06/06/17 | 255599 RODRIGUEZ, BERTHA ISABEL | C |
| 01 | 00454799 | 1,310.00 | 06/06/17 | 256463 RODRIGUEZ, JOHN J. | C |
| 01 | 00454800 | 400.00 | 06/06/17 | 156469 THE LAW OFFICE OF RAMON ROSALES JR, P.C. | C |
| 01 | 00454801 | 750.00 | 06/06/17 | 453951 RUBEN R RAMIREZ LAW FIRM PLLC | C |
| 01 | 00454802 | 300.00 | 06/06/17 | 353477 SAHADI, JAMES M. | C |
| 01 | 00454803 | 400.00 | 06/06/17 | 423777 SALINAS, JORGE A. | C |
| 01 | 00454804 | 1,650.00 | 06/06/17 | 450260 SALINAS-CERDA, SONIA YANET | C |
| 01 | 00454805 | 300.00 | 06/06/17 | 92096 SEPULVEDA, ELOY | C |
| 01 | 00454806 | 350.00 | 06/06/17 | 436542 LAW OFFICE OF CHRIS SULLY | C |

| Bank | Check No | Amount | Date | Vendor | Type |
|---|---|---|---|---|---|
| 01 | 00454807 | 2,570.00 | 06/06/17 | 368067 TIJERINA LAW FIRM PC | C |
| 01 | 00454808 | 2,240.00 | 06/06/17 | 320102 LAW OFFICE OF LAURO B. TREJO III | C |
| 01 | 00454809 | 350.00 | 06/06/17 | 222518 UNITED STATES TREASURY | C |
| 01 | 00454810 | 300.00 | 06/06/17 | 383678 THE VARGAS LAW FIRM | C |
| 01 | 00454811 | 400.00 | 06/06/17 | 251186 THE VASQUEZ LAW FIRM, PC | C |
| 01 | 00454812 | 3,660.00 | 06/06/17 | 326798 VILLALOBOS, JESUS | C |
| 01 | 00454813 | 402.50 | 06/06/17 | 295973 LAW OFFICE OF LENNARD K WHITTAKER | C |
| 01 | 00454814 | 2,375.00 | 06/06/17 | 404381 WIESEHAN, ERIC | C |
| 01 | 00454815 | 1,219.19 | 06/06/17 | 169447 CITY OF WESLACO | C |
| 01 | 00454816 | 4,869.00 | 06/06/17 | 276359 CORNELL CORRECTIONS OF TEXAS, INC. | C |
| 01 | 00454817 | 129.00 | 06/06/17 | 442704 FUENTES, BRENDA | C |
| 01 | 00454818 | 5,254.53 | 06/06/17 | 227706 GULF COAST TRADES CENTER | C |
| 01 | 00454819 | 7.50 | 06/06/17 | 432644 HIDALGO COUNTY TAX ASSESSOR-COLLECTOR | C |
| 01 | 00454820 | 1,117.96 | 06/06/17 | 293091 HOME DEPOT CREDIT SERVICES | C |
| 01 | 00454821 | 7.00 | 06/06/17 | 91987 PUEBLO TIRES LTD | C |
| 01 | 00454822 | 129.00 | 06/06/17 | 442690 QUINTANILLA, AMANDA | C |
| 01 | 00454823 | 4,655.72 | 06/06/17 | 277223 RELIANT, DEPT 0954 | C |
| 01 | 00454824 | 286.38 | 06/06/17 | 260363 T-MOBILE | C |
| 01 | 00454825 | 4,794.70 | 06/06/17 | 237299 TDCJ-CASHIER'S OFFICE | C |
| 01 | 00454826 | 465.70 | 06/06/17 | 251577 FRONTIER | C |
| 01 | 00454827 | 158.28 | 06/06/17 | 287024 VERIZON WIRELESS | C |
| 01 | 00454828 | 5.45 | 06/06/17 | 413151 ALVAREZ, FERNANDO | C |
| 01 | 00454829 | 14.18 | 06/06/17 | 302813 CARRASCO, ROEL | C |
| 01 | 00454830 | 12,586.73 | 06/06/17 | 343277 CITIBANK | C |
| 01 | 00454831 | 4,592.75 | 06/06/17 | 343277 CITIBANK | C |
| 01 | 00454832 | 13.26 | 06/06/17 | 450758 CONTRERAS, JOSE | C |
| 01 | 00454833 | 28.73 | 06/06/17 | 450758 CONTRERAS, JOSE | C |
| 01 | 00454834 | 143.75 | 06/06/17 | 251496 DRURY INN & SUITES- AUSTIN NORTH | C |
| 01 | 00454835 | 111.00 | 06/06/17 | 275875 EAN HOLDINGS, LLC | C |
| 01 | 00454836 | 92.07 | 06/06/17 | 184799 GARCIA, NORMA G. | C |
| 01 | 00454837 | 48.82 | 06/06/17 | 400998 HINOJOSA, ALEJANDRO | C |
| 01 | 00454838 | 195.00 | 06/06/17 | 329894 HINOJOSA, MONICA J | C |
| 01 | 00454839 | 229.00 | 06/06/17 | 206393 INKS, JACQUELINE | C |
| 01 | 00454840 | 708.23 | 06/06/17 | 206393 INKS, JACQUELINE | C |
| 01 | 00454841 | 7.47 | 06/06/17 | 375144 LUERA, ROBERT | C |
| 01 | 00454842 | 29.92 | 06/06/17 | 375144 LUERA, ROBERT | C |
| 01 | 00454843 | 326.90 | 06/06/17 | 201936 OMNI SAN ANTONIO | C |
| 01 | 00454844 | 326.90 | 06/06/17 | 201936 OMNI SAN ANTONIO | C |
| 01 | 00454845 | 326.90 | 06/06/17 | 201936 OMNI SAN ANTONIO | C |
| 01 | 00454846 | 326.90 | 06/06/17 | 201936 OMNI SAN ANTONIO | C |
| 01 | 00454847 | 326.90 | 06/06/17 | 201936 OMNI SAN ANTONIO | C |
| 01 | 00454848 | 326.90 | 06/06/17 | 201936 OMNI SAN ANTONIO | C |
| 01 | 00454849 | 56.49 | 06/06/17 | 312118 RAMIREZ, RICARDO | C |
| 01 | 00454850 | 383.35 | 06/06/17 | 453218 SIFUENTES, ILDEFONSA | C |
| 01 | 00454851 | 350.00 | 06/06/17 | 244171 TDCAA NOW TRUST FUND | C |
| 01 | 00454852 | 350.00 | 06/06/17 | 244171 TDCAA NOW TRUST FUND | C |
| 01 | 00454853 | 350.00 | 06/06/17 | 244171 TDCAA NOW TRUST FUND | C |
| 01 | 00454854 | 350.00 | 06/06/17 | 244171 TDCAA NOW TRUST FUND | C |
| 01 | 00454855 | 350.00 | 06/06/17 | 244171 TDCAA NOW TRUST FUND | C |
| 01 | 00454856 | 350.00 | 06/06/17 | 244171 TDCAA NOW TRUST FUND | C |
| 01 | 00454857 | 350.00 | 06/06/17 | 244171 TDCAA NOW TRUST FUND | C |
| 01 | 00454858 | 350.00 | 06/06/17 | 244171 TDCAA NOW TRUST FUND | C |
| 01 | 00454859 | 2,211.50 | 06/06/17 | 407933 MATA-GARCIA ARCHITECTS, LLP | C |
| 01 | 00454860 | 690.00 | 06/06/17 | 169498 URBAN COUNTY PROGRAM | C |
| 01 | 00454861 | 457.50 | 06/06/17 | 313572 3GS, LLC | C |

| Bank | Check No | Amount | Date | Vendor | | Type |
|---|---|---|---|---|---|---|
| 01 | 00454862 | 135.00 | 06/06/17 | 454095 | 6-SHOOTER BAIL BONDS | C |
| 01 | 00454863 | 375.00 | 06/06/17 | 454109 | A-MINGO BAIL BONDS | C |
| 01 | 00454864 | 1,950.00 | 06/06/17 | 421367 | AAMECC LLC | C |
| 01 | 00454865 | 89.40 | 06/06/17 | 89885 | ACTION HYDRAULIC HOSES, ETC. | C |
| 01 | 00454866 | 360.34 | 06/06/17 | 363588 | AGUA SPECIAL UTILITY DISTRICT | C |
| 01 | 00454867 | 7,071.90 | 06/06/17 | 401374 | AIM MEDIA TEXAS OPERATING, LLC | C |
| 01 | 00454868 | 1,975.00 | 06/06/17 | 1147 | ALAMO VOLUNTEER FIRE DEPT | C |
| 01 | 00454869 | 2,400.00 | 06/06/17 | 1147 | ALAMO VOLUNTEER FIRE DEPT | C |
| 01 | 00454870 | 3,075.00 | 06/06/17 | 1147 | ALAMO VOLUNTEER FIRE DEPT | C |
| 01 | 00454871 | 2,950.00 | 06/06/17 | 1147 | ALAMO VOLUNTEER FIRE DEPT | C |
| 01 | 00454872 | 8.03 | 06/06/17 | 369152 | ALANIZ, DINA | C |
| 01 | 00454873 | 503.76 | 06/06/17 | 322806 | ALLIED FIRE PROTECTION SA, LP | C |
| 01 | 00454874 | 96.00 | 06/06/17 | 287822 | AMERICAN JAIL ASSOCIATION | C |
| 01 | 00454875 | 1,440.00 | 06/06/17 | 400700 | AMERICAN SURVEILLANCE COMPANY, INC. | C |
| 01 | 00454876 | 2,375.45 | 06/06/17 | 1864 | AMIGO IMPLEMENT CO., INC | C |
| 01 | 00454877 | 1,428.21 | 06/06/17 | 1961 | ANDERSON EQUIPMENT CO INC | C |
| 01 | 00454878 | 600.00 | 06/06/17 | 199362 | ANRIGE, INC. | C |
| 01 | 00454879 | 1,500.00 | 06/06/17 | 199362 | ANRIGE, INC. | C |
| 01 | 00454880 | 6,904.95 | 06/06/17 | 302465 | ARGUINDEGUI OIL CO II LTD | C |
| 01 | 00454881 | 1,500.00 | 06/06/17 | 441465 | ARRATIA, GUILLERMO A. | C |
| 01 | 00454882 | 34.87 | 06/06/17 | 328626 | AT&T | C |
| 01 | 00454883 | 10,271.86 | 06/06/17 | 2666 | ATLAS, HALL & RODRIGUEZ, L.L.P | C |
| 01 | 00454884 | 16,930.00 | 06/06/17 | 342009 | AUTOPSY SVCS & EXPERT TESTIMONY, PLLC | C |
| 01 | 00454885 | 422.76 | 06/06/17 | 337412 | AUTOZONE | C |
| 01 | 00454886 | 218.83 | 06/06/17 | 102962 | BANALES, J. MANUEL JUDGE | C |
| 01 | 00454887 | 126.25 | 06/06/17 | 453790 | BANDA, ROBERTO GONZALEZ | C |
| 01 | 00454888 | 2,563.80 | 06/06/17 | 312924 | BARNEY'S OF LAFAYETTE | C |
| 01 | 00454889 | 3,303.90 | 06/06/17 | 430528 | BENJAMIN FOODS, LLC | C |
| 01 | 00454890 | 3,000.00 | 06/06/17 | 391247 | BETO SALINAS FLORES GROUP, LLC | C |
| 01 | 00454891 | 658.00 | 06/06/17 | 365432 | BOGLE, RICK & ANNETTE | C |
| 01 | 00454892 | 4,830.00 | 06/06/17 | 402559 | BORDEN DAIRY COMPANY | C |
| 01 | 00454893 | 120.00 | 06/06/17 | 454010 | BRIONES, SYLVIA | C |
| 01 | 00454894 | 181.38 | 06/06/17 | 4537 | BURTON AUTO SUPPLY, INC. | C |
| 01 | 00454895 | 332.48 | 06/06/17 | 4537 | BURTON AUTO SUPPLY, INC. | C |
| 01 | 00454896 | 1,029.53 | 06/06/17 | 4561 | BUSTER LIND PRODUCE | C |
| 01 | 00454897 | 161.86 | 06/06/17 | 172219 | CANO PRODUCE CO., INC. | C |
| 01 | 00454898 | 39.90 | 06/06/17 | 140651 | CARWASH CARWASH | C |
| 01 | 00454899 | 463.00 | 06/06/17 | 294284 | CAVAZOS, CYNTHIA | C |
| 01 | 00454900 | 576.00 | 06/06/17 | 300896 | CC DISTRIBUTORS, INC. | C |
| 01 | 00454901 | 924.00 | 06/06/17 | 300896 | CC DISTRIBUTORS, INC. | C |
| 01 | 00454902 | 2,598.00 | 06/06/17 | 300896 | CC DISTRIBUTORS, INC. | C |
| 01 | 00454903 | 5,112.15 | 06/06/17 | 153915 | CDW GOVERNMENT INC. | C |
| 01 | 00454904 | 27.00 | 06/06/17 | 444227 | CERDA, MELINDA | C |
| 01 | 00454905 | 160.00 | 06/06/17 | 453293 | CHAPA, MARIA LETICIA | C |
| 01 | 00454906 | 4,205.30 | 06/06/17 | 6513 | CITY OF EDINBURG | C |
| 01 | 00454907 | 1,600.89 | 06/06/17 | 10197 | CITY OF EDINBURG | C |
| 01 | 00454908 | 419.32 | 06/06/17 | 6696 | CITY OF PHARR | C |
| 01 | 00454909 | 157.45 | 06/06/17 | 169447 | CITY OF WESLACO | C |
| 01 | 00454910 | 334.83 | 06/06/17 | 169447 | CITY OF WESLACO | C |
| 01 | 00454911 | 450.00 | 06/06/17 | 234303 | COHRS, RICHARD | C |
| 01 | 00454912 | 5,916.20 | 06/06/17 | 403954 | COLORADO BOXED BEEF CO. | C |
| 01 | 00454913 | 120.00 | 06/06/17 | 448087 | CONDE, ANGEL | C |
| 01 | 00454914 | 1,475.00 | 06/06/17 | 355372 | CTC DISTRIBUTING, LTD | C |
| 01 | 00454915 | 100.00 | 06/06/17 | 454044 | DE LEON, MARITZA | C |
| 01 | 00454916 | 37.45 | 06/06/17 | 86525 | DELTA SPECIALTIES SUPPLY | C |

| Bank | Check No | Amount | Date | Vendor | | Type |
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| 01 | 00454917 | 30,659.36 | 06/06/17 | 315354 | DEPARTMENT OF INFORMATION RESOURCES | C |
| 01 | 00454918 | 125.00 | 06/06/17 | 454036 | DIAMOND & GOLD BUYERS | C |
| 01 | 00454919 | 905.00 | 06/06/17 | 326577 | E.R. PAINT SHOP & MECHANICAL | C |
| 01 | 00454920 | 80.00 | 06/06/17 | 454001 | EDCOUCH ELSA TRANSPORTATION DEPARTMENT | C |
| 01 | 00454921 | 4,375.00 | 06/06/17 | 9873 | EDCOUCH FIRE DEPT | C |
| 01 | 00454922 | 539.88 | 06/06/17 | 399060 | EGNYTE, INC. | C |
| 01 | 00454923 | 69.20 | 06/06/17 | 11908 | FEDEX | C |
| 01 | 00454924 | 102.10 | 06/06/17 | 11908 | FEDEX | C |
| 01 | 00454925 | 204.32 | 06/06/17 | 11908 | FEDEX | C |
| 01 | 00454926 | 241.83 | 06/06/17 | 448729 | FLORES, MONICA M. | C |
| 01 | 00454927 | 161.59 | 06/06/17 | 125717 | FRONTERA MATERIALS, INC. | C |
| 01 | 00454928 | 20.96 | 06/06/17 | 284297 | FRONTIER SOUTHWEST INCORPORATED | C |
| 01 | 00454929 | 318.73 | 06/06/17 | 321826 | G & K SERVICE INC. | C |
| 01 | 00454930 | 1,678.79 | 06/06/17 | 77402 | G.T. DISTRIBUTORS, INC. | C |
| 01 | 00454931 | 177.50 | 06/06/17 | 161659 | GAITAN, ATANACIO JR. | C |
| 01 | 00454932 | 3,048.39 | 06/06/17 | 13897 | GATEWAY PRINTING & OFFICE SUPPLY, INC. | C |
| 01 | 00454933 | 8,418.96 | 06/06/17 | 211567 | GE CAPITAL INFORMATION TECHNOLOGY SOLUTI | C |
| 01 | 00454934 | 275.54 | 06/06/17 | 434132 | GUILLEN, KIMBERLY | C |
| 01 | 00454935 | 10,386.97 | 06/06/17 | 15253 | GULF COAST PAPER CO. | C |
| 01 | 00454936 | 2,999.60 | 06/06/17 | 15261 | GULF DATA PRODUCTS | C |
| 01 | 00454937 | 1,752.62 | 06/06/17 | 15571 | HAMLIN POOLS L.P. | C |
| 01 | 00454938 | 588.29 | 06/06/17 | 337277 | HD SUPPLY WATERWORKS LTD | C |
| 01 | 00454939 | 8,526.54 | 06/06/17 | 447170 | HESSELBEIN TIRE INC. | C |
| 01 | 00454940 | 5.00 | 06/06/17 | 453510 | HIDALGO CO J.P. PCT 4 PL 1 | C |
| 01 | 00454941 | 14,016.00 | 06/06/17 | 16357 | HIDALGO CO. DISTRICT CLERK | C |
| 01 | 00454942 | 36.00 | 06/06/17 | 272566 | HIDALGO COUNTY CLERK'S OFFICE | C |
| 01 | 00454943 | 30.00 | 06/06/17 | 432644 | HIDALGO COUNTY TAX ASSESSOR-COLLECTOR | C |
| 01 | 00454944 | 7.50 | 06/06/17 | 432644 | HIDALGO COUNTY TAX ASSESSOR-COLLECTOR | C |
| 01 | 00454945 | 16.75 | 06/06/17 | 432644 | HIDALGO COUNTY TAX ASSESSOR-COLLECTOR | C |
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| 01 | 00454950 | 7.50 | 06/06/17 | 432644 | HIDALGO COUNTY TAX ASSESSOR-COLLECTOR | C |
| 01 | 00454951 | 749.92 | 06/06/17 | 291374 | HOME DEPOT CREDIT SERVICES | C |
| 01 | 00454952 | 300.00 | 06/06/17 | 265152 | IDOCKET.COM | C |
| 01 | 00454953 | 832.74 | 06/06/17 | 405078 | INDUSTRIAL DISTRIBUTION GROUP | C |
| 01 | 00454954 | 137.92 | 06/06/17 | 242047 | INTAB, LLC | C |
| 01 | 00454955 | 3,500.00 | 06/06/17 | 207055 | IVAN G. MELENDEZ, M.D. | C |
| 01 | 00454956 | 1,875.24 | 06/06/17 | 179442 | IVAN'S AUTOMOTIVE | C |
| 01 | 00454957 | 364.72 | 06/06/17 | 309125 | J & M HYDRAULICS | C |
| 01 | 00454958 | 35.00 | 06/06/17 | 359025 | JC'S RESTAURANT | C |
| 01 | 00454959 | 300.82 | 06/06/17 | 262447 | JOHNSON SUPPLY | C |
| 01 | 00454960 | 450.00 | 06/06/17 | 113808 | JONES, RAY | C |
| 01 | 00454961 | 2,000.00 | 06/06/17 | 340901 | KCJC REAL ESTATE PARTNERSHIP | C |
| 01 | 00454962 | 44,111.49 | 06/06/17 | 222712 | LINEBARGER, GOGGAN, BLAIR & SAMPSON LLP | C |
| 01 | 00454963 | 773.71 | 06/06/17 | 168602 | LONE STAR NATIONAL BANK | C |
| 01 | 00454964 | 150.79 | 06/06/17 | 143731 | LONE STAR OVERNIGHT | C |
| 01 | 00454965 | 375.00 | 06/06/17 | 288772 | GALLS, LLC | C |
| 01 | 00454966 | 66.88 | 06/06/17 | 193976 | LOPEZ, ANN CECILIA | C |
| 01 | 00454967 | 1,750.00 | 06/06/17 | 404462 | LOPEZ, CATALINA | C |
| 01 | 00454968 | 1,000.00 | 06/06/17 | 363626 | MADRIGAL, ALEX JR. | C |
| 01 | 00454969 | 288.58 | 06/06/17 | 22438 | MAGIC VALLEY ELECTRIC CO-OP, INC. | C |
| 01 | 00454970 | 37.14 | 06/06/17 | 22438 | MAGIC VALLEY ELECTRIC CO-OP, INC. | C |
| 01 | 00454971 | 36.83 | 06/06/17 | 22438 | MAGIC VALLEY ELECTRIC CO-OP, INC. | C |

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| 01 | 00454972 | 15.30 | 06/06/17 | 22438 | MAGIC VALLEY ELECTRIC CO-OP, INC. | C |
| 01 | 00454973 | 22.02 | 06/06/17 | 22438 | MAGIC VALLEY ELECTRIC CO-OP, INC. | C |
| 01 | 00454974 | 34.67 | 06/06/17 | 22438 | MAGIC VALLEY ELECTRIC CO-OP, INC. | C |
| 01 | 00454975 | 32.51 | 06/06/17 | 22438 | MAGIC VALLEY ELECTRIC CO-OP, INC. | C |
| 01 | 00454976 | 15.30 | 06/06/17 | 22438 | MAGIC VALLEY ELECTRIC CO-OP, INC. | C |
| 01 | 00454977 | 32.71 | 06/06/17 | 22438 | MAGIC VALLEY ELECTRIC CO-OP, INC. | C |
| 01 | 00454978 | 333.56 | 06/06/17 | 23493 | MATT'S CASH & CARRY | C |
| 01 | 00454979 | 163.82 | 06/06/17 | 23825 | MCALLEN PUBLIC UTILITY | C |
| 01 | 00454980 | 6,125.00 | 06/06/17 | 24406 | MERCEDES FIRE DEPT | C |
| 01 | 00454981 | 2,250.00 | 06/06/17 | 24406 | MERCEDES FIRE DEPT | C |
| 01 | 00454982 | 3,275.00 | 06/06/17 | 24406 | MERCEDES FIRE DEPT | C |
| 01 | 00454983 | 47.50 | 06/06/17 | 176729 | MIKE YOUNG BUSINESS FORMS | C |
| 01 | 00454984 | 2,106.00 | 06/06/17 | 443018 | MILANO HAT CO., INC. | C |
| 01 | 00454985 | 48.00 | 06/06/17 | 371742 | MILLER UNIFORMS & EMBLEMS, INC. | C |
| 01 | 00454986 | 389.85 | 06/06/17 | 24996 | MISSION AUTO ELECTRIC, INC. | C |
| 01 | 00454987 | 825.00 | 06/06/17 | 25054 | MISSION FIRE DEPT | C |
| 01 | 00454988 | 275.00 | 06/06/17 | 25054 | MISSION FIRE DEPT | C |
| 01 | 00454989 | 167.97 | 06/06/17 | 275506 | MOBILE RELAYS PARTNERS, LTD. | C |
| 01 | 00454990 | 62.30 | 06/06/17 | 388467 | MODEL LAUNDRY, LLC | C |
| 01 | 00454991 | 593.00 | 06/06/17 | 414492 | MOUNTAIN GLACIER, LLC | C |
| 01 | 00454992 | 500.00 | 06/06/17 | 454028 | MUNOZ, RUBEN RAFAEL | C |
| 01 | 00454993 | 269.93 | 06/06/17 | 25895 | NORTH ALAMO WATER SUPPLY CORP | C |
| 01 | 00454994 | 307.49 | 06/06/17 | 25895 | NORTH ALAMO WATER SUPPLY CORP | C |
| 01 | 00454995 | 212.52 | 06/06/17 | 25895 | NORTH ALAMO WATER SUPPLY CORP | C |
| 01 | 00454996 | 281.09 | 06/06/17 | 25895 | NORTH ALAMO WATER SUPPLY CORP | C |
| 01 | 00454997 | 95.39 | 06/06/17 | 25895 | NORTH ALAMO WATER SUPPLY CORP | C |
| 01 | 00454998 | 7,214.63 | 06/06/17 | 221945 | O'REILLY AUTOMOTIVE STORES, INC. | C |
| 01 | 00454999 | 433.71 | 06/06/17 | 312231 | OFFICE DEPOT, INC. | C |
| 01 | 00455000 | 1,266.00 | 06/06/17 | 394394 | OMNIBASE SERVICES OF TEXAS, LP | C |
| 01 | 00455001 | 6,340.47 | 06/06/17 | 449482 | OTSO, INC. | C |
| 01 | 00455002 | 20.00 | 06/06/17 | 444529 | PALACIOS, MIGUEL | C |
| 01 | 00455003 | 100.10 | 06/06/17 | 212903 | PEGASUS SCHOOLS, INC. | C |
| 01 | 00455004 | 16,958.45 | 06/06/17 | 247448 | PERFORMANCE FOOD GROUP OF TEXAS-VICTORIA | C |
| 01 | 00455005 | 262.00 | 06/06/17 | 28894 | POSTMASTER | C |
| 01 | 00455006 | 770.00 | 06/06/17 | 263702 | PSJA MEMORIAL HIGH SCHOOL | C |
| 01 | 00455007 | 3,110.00 | 06/06/17 | 43192 | R.E. FRIEDRICHS CO | C |
| 01 | 00455008 | 9,000.00 | 06/06/17 | 52272 | RAMIREZ, JOSE JR. | C |
| 01 | 00455009 | 2,273.96 | 06/06/17 | 277223 | RELIANT, DEPT 0954 | C |
| 01 | 00455010 | 37.02 | 06/06/17 | 277223 | RELIANT, DEPT 0954 | C |
| 01 | 00455011 | 43,705.16 | 06/06/17 | 401854 | REPUBLIC SERVICES, INC. | C |
| 01 | 00455012 | 37,409.27 | 06/06/17 | 454141 | RHTJ PROPERTIES, L.T.D. | C |
| 01 | 00455013 | 1,958.85 | 06/06/17 | 393304 | RICHLINE TECHNICAL SERVICES | C |
| 01 | 00455014 | 1,206.06 | 06/06/17 | 216607 | RIO HYDRAULIC, LLC | C |
| 01 | 00455015 | 20.00 | 06/06/17 | 453803 | RIVAS, ZURISADAI | C |
| 01 | 00455016 | 41.94 | 06/06/17 | 304131 | SAENZ HARDWARE | C |
| 01 | 00455017 | 45.48 | 06/06/17 | 433683 | SALAZAR, ISABEL SEGURA | C |
| 01 | 00455018 | 49.22 | 06/06/17 | 415200 | SANCHEZ, GREGORIO | C |
| 01 | 00455019 | 1,794.30 | 06/06/17 | 201839 | SHAVER FOODS, LLC | C |
| 01 | 00455020 | 147.75 | 06/06/17 | 34274 | SHERWIN WILLIAMS COMPANY | C |
| 01 | 00455021 | 270.00 | 06/06/17 | 287199 | SHI GOVERNMENT SOLUTIONS, INC. | C |
| 01 | 00455022 | 4,213.49 | 06/06/17 | 258652 | SMARTCOM TELEPHONE, L.L.C. | C |
| 01 | 00455023 | 13,317.45 | 06/06/17 | 373508 | SOLID BORDER INC | C |
| 01 | 00455024 | 1,632.35 | 06/06/17 | 34797 | SOUTH TEXAS COMMUNICATIONS, INC. | C |
| 01 | 00455025 | 216.00 | 06/06/17 | 393487 | SOUTH TEXAS FLAG & SIGN | C |
| 01 | 00455026 | 5,279.93 | 06/06/17 | 290491 | SOUTH TEXAS HEALTH CARE SYSTEM | C |

| Bank | Check No | Amount | Date | Vendor | Type |
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| 01 | 00455027 | 282.00 | 06/06/17 | 328804 SOUTHERN TIRE MART | C |
| 01 | 00455028 | 588.00 | 06/06/17 | 362263 THE CENTER OF INDUSTRIAL REHABILITATION | C |
| 01 | 00455029 | 398.66 | 06/06/17 | 35173 SPIKES MOTOR COMPANY | C |
| 01 | 00455030 | 6,041.72 | 06/06/17 | 319449 STAPLES BUSINESS ADVANTAGE | C |
| 01 | 00455031 | 52.55 | 06/06/17 | 319449 STAPLES BUSINESS ADVANTAGE | C |
| 01 | 00455032 | 1,439.36 | 06/06/17 | 319449 STAPLES BUSINESS ADVANTAGE | C |
| 01 | 00455033 | 6,082.73 | 06/06/17 | 319449 STAPLES BUSINESS ADVANTAGE | C |
| 01 | 00455034 | 1,232.35 | 06/06/17 | 319449 STAPLES BUSINESS ADVANTAGE | C |
| 01 | 00455035 | 120.00 | 06/06/17 | 183059 TEXAS ASSOCIATION OF COUNTIES | C |
| 01 | 00455036 | 60.00 | 06/06/17 | 36757 TEXAS CRIMINAL DEFENSE LAWYERS ASSOC | C |
| 01 | 00455037 | 7.50 | 06/06/17 | 425788 TEXAS DEPARTMENT OF MOTOR VEHICLES | C |
| 01 | 00455038 | 3.00 | 06/06/17 | 264474 TEXAS DEPARTMENT OF PUBLIC SAFETY | C |
| 01 | 00455039 | 30.00 | 06/06/17 | 165158 TEXAS JAIL ASSOCIATION | C |
| 01 | 00455040 | 30.00 | 06/06/17 | 165158 TEXAS JAIL ASSOCIATION | C |
| 01 | 00455041 | 30.00 | 06/06/17 | 165158 TEXAS JAIL ASSOCIATION | C |
| 01 | 00455042 | 7,227.00 | 06/06/17 | 369039 TEXAS LAND RECLAMATION LLC | C |
| 01 | 00455043 | 11,625.00 | 06/06/17 | 329355 LOZZ QUATEZZ LLC | C |
| 01 | 00455044 | 70.23 | 06/06/17 | 231924 TIME WARNER CABLE | C |
| 01 | 00455045 | 1,891.25 | 06/06/17 | 302007 TIRE CENTERS, LLC | C |
| 01 | 00455046 | 2,527.91 | 06/06/17 | 213934 TRANE U.S. INC. | C |
| 01 | 00455047 | 121.97 | 06/06/17 | 205249 REYMUNDO TREVINO | C |
| 01 | 00455048 | 937.36 | 06/06/17 | 401838 U.S. BANK NATIONAL ASSOCIATION ND | C |
| 01 | 00455049 | 715.13 | 06/06/17 | 36927 UNIFIRST HOLDINGS, INC | C |
| 01 | 00455050 | 743.47 | 06/06/17 | 36927 UNIFIRST HOLDINGS, INC | C |
| 01 | 00455051 | 100.00 | 06/06/17 | 452483 VALENCIA, DOMINGO | C |
| 01 | 00455052 | 600.23 | 06/06/17 | 132799 VALLEY OUTDOOR POWER EQUIPMENT, INC. | C |
| 01 | 00455053 | 303.21 | 06/06/17 | 40363 CED - SAN ANTONIO | C |
| 01 | 00455054 | 366.40 | 06/06/17 | 287024 VERIZON WIRELESS | C |
| 01 | 00455055 | 220.00 | 06/06/17 | 287024 VERIZON WIRELESS | C |
| 01 | 00455056 | 153.92 | 06/06/17 | 287024 VERIZON WIRELESS | C |
| 01 | 00455057 | 227.00 | 06/06/17 | 287024 VERIZON WIRELESS | C |
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| 01 | 00455060 | 3,233.00 | 06/06/17 | 420379 VHS HARLINGEN HOSPITAL COMPANY, LLC | C |
| 01 | 00455061 | 4,983.04 | 06/06/17 | 40991 GRAINGER | C |
| 01 | 00455062 | 1,688.73 | 06/06/17 | 41548 WEST PUBLISHING CORPORATION | C |
| 01 | 00455063 | 140.90 | 06/06/17 | 41548 WEST PUBLISHING CORPORATION | C |
| 01 | 00455064 | 228.50 | 06/06/17 | 42129 XEROX CORPORATION | C |
| 01 | 00455065 | 2,157.41 | 06/13/17 | 449121 BADIOZZAMANI, ARON REZA | C |
| 01 | 00455066 | 7,681.76 | 06/13/17 | 280046 L & G CONSULTING ENGINEERS, INC. | C |
| 01 | 00455067 | 5,993.55 | 06/13/17 | 280046 L & G CONSULTING ENGINEERS, INC. | C |
| 01 | 00455068 | 232.20 | 06/13/17 | 1007 AIR-FLO FILTER CO. | C |
| 01 | 00455069 | 150.00 | 06/13/17 | 342033 AIRCOOL TECH - ACT CORPORATION | C |
| 01 | 00455070 | 140.45 | 06/13/17 | 172219 CANO PRODUCE CO., INC. | C |
| 01 | 00455071 | 15.00 | 06/13/17 | 367079 CITY OF PHARR | C |
| 01 | 00455072 | 5,131.65 | 06/13/17 | 277223 RELIANT, DEPT 0954 | C |
| 01 | 00455073 | 27.98 | 06/13/17 | 263494 TORRES, FELIPA | C |
| 01 | 00455074 | 1,945.00 | 06/13/17 | 368954 LAW OFFICE OF DIANA FUENTES AGUILAR | C |
| 01 | 00455075 | 882.50 | 06/13/17 | 375454 ALEXANDER, PAMELA S. | C |
| 01 | 00455076 | 550.00 | 06/13/17 | 425621 ALMA Z. VILLARREAL, P.C. | C |
| 01 | 00455077 | 3,490.00 | 06/13/17 | 305464 ALVAREZ, JUAN R. | C |
| 01 | 00455078 | 135.00 | 06/13/17 | 27359 LAW OFFICE OF OSCAR ALVAREZ | C |
| 01 | 00455079 | 2,050.00 | 06/13/17 | 419397 ANAYA LAW FIRM PLLC | C |
| 01 | 00455080 | 970.00 | 06/13/17 | 66702 ARIZPE, SOFIA | C |
| 01 | 00455081 | 520.00 | 06/13/17 | 329134 BARBOSA, ALBERTO | C |

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| 01 | 00455084 | 600.00 | 06/13/17 | 400467 BUSTOS, HECTOR | C |
| 01 | 00455085 | 2,400.00 | 06/13/17 | 330752 CANALES, MELISA LARES | C |
| 01 | 00455086 | 585.00 | 06/13/17 | 2526 ARTURO R. CANTU, ATTORNEY AT LAW | C |
| 01 | 00455087 | 555.00 | 06/13/17 | 441732 CANTU, DAVID REYMUNDO | C |
| 01 | 00455088 | 1,130.00 | 06/13/17 | 341746 CANTU, JUDITH ANN | C |
| 01 | 00455089 | 4,060.00 | 06/13/17 | 367028 CANTU-DELBOSQUE & ASSOCIATES, P.C. | C |
| 01 | 00455090 | 2,050.00 | 06/13/17 | 205028 LAW OFFICE OF ROBERT M. CAPELLO JR. P.C. | C |
| 01 | 00455091 | 905.00 | 06/13/17 | 348147 EDNA ESCANAME CEDILLO | C |
| 01 | 00455092 | 600.00 | 06/13/17 | 406481 CHUGANI, HITESH K. | C |
| 01 | 00455093 | 602.50 | 06/13/17 | 170127 CONNET, SALLY M. | C |
| 01 | 00455094 | 395.00 | 06/13/17 | 192848 CONTRERAS, JESUS | C |
| 01 | 00455095 | 2,397.50 | 06/13/17 | 222232 LAW OFFICE OF M. TERESA CORONADO | C |
| 01 | 00455096 | 1,750.00 | 06/13/17 | 322555 ESPINOSA, PILAR V. | C |
| 01 | 00455097 | 350.00 | 06/13/17 | 208809 ESQUIVEL, ROEL | C |
| 01 | 00455098 | 570.00 | 06/13/17 | 319309 LAW OFFICE OF TRACI LYNN EVANS | C |
| 01 | 00455099 | 625.00 | 06/13/17 | 249378 OSCAR RENE FLORES, P.C. | C |
| 01 | 00455100 | 1,810.00 | 06/13/17 | 365041 RENE A. FLORES | C |
| 01 | 00455101 | 600.00 | 06/13/17 | 30791 FLORES, RICARDO | C |
| 01 | 00455102 | 255.00 | 06/13/17 | 443921 GALVAN, AARON | C |
| 01 | 00455103 | 1,640.00 | 06/13/17 | 390232 LAW OFFICE OF CARLOS R. GALVAN | C |
| 01 | 00455104 | 4,905.00 | 06/13/17 | 294772 GALVAN, MONICA M. | C |
| 01 | 00455105 | 400.00 | 06/13/17 | 452700 GARCIA, CATHERINE A. | C |
| 01 | 00455106 | 512.50 | 06/13/17 | 217743 LAW OFFICE OF DALINDA B. GARCIA | C |
| 01 | 00455107 | 407.50 | 06/13/17 | 241873 JAIME ROEL GARCIA | C |
| 01 | 00455108 | 615.00 | 06/13/17 | 145882 ABEL GARZA ATTORNEY AT LAW | C |
| 01 | 00455109 | 300.00 | 06/13/17 | 299219 LAW OFFICE OF ALMA R. GARZA, P.C. | C |
| 01 | 00455110 | 450.00 | 06/13/17 | 371432 GARZA, AURELIO | C |
| 01 | 00455111 | 435.00 | 06/13/17 | 438979 GARZA, CARINA | C |
| 01 | 00455112 | 320.00 | 06/13/17 | 249629 GARZA, CARLOS JAIME | C |
| 01 | 00455113 | 2,085.00 | 06/13/17 | 287989 LAW OFFICE OF MELINDA D. GARZA | C |
| 01 | 00455114 | 300.00 | 06/13/17 | 396621 MICHAEL L. GARZA LAW FIRM, P.L.L.C. | C |
| 01 | 00455115 | 575.00 | 06/13/17 | 98655 RICHARD GARZA, ATTORNEY AT LAW | C |
| 01 | 00455116 | 1,805.00 | 06/13/17 | 159298 GARZA, ROGELIO | C |
| 01 | 00455117 | 1,025.00 | 06/13/17 | 19062 GOMEZ, JOSE ANTONIO | C |
| 01 | 00455118 | 650.00 | 06/13/17 | 411400 THE LAW OFFICE OF RICHARD D. GONZALES PC | C |
| 01 | 00455119 | 300.00 | 06/13/17 | 251607 LAW OFFICE OF NOEL GONZALEZ | C |
| 01 | 00455120 | 600.00 | 06/13/17 | 453153 GONZALEZ, SAVANNAH | C |
| 01 | 00455121 | 1,250.00 | 06/13/17 | 8311 GORENA, DAVID R. | C |
| 01 | 00455122 | 400.00 | 06/13/17 | 442674 GUERRA, AMELIA | C |
| 01 | 00455123 | 2,760.00 | 06/13/17 | 199788 GUERRA, VICTORIA | C |
| 01 | 00455124 | 450.00 | 06/13/17 | 383651 GUERRERO, FRANCISCO II | C |
| 01 | 00455125 | 1,155.00 | 06/13/17 | 317055 LAW OFFICE OF LILLY A GUTIERREZ | C |
| 01 | 00455126 | 2,480.00 | 06/13/17 | 376442 GUTIERREZ, ROEL | C |
| 01 | 00455127 | 2,710.00 | 06/13/17 | 360953 HERNANDEZ, HECTOR JR. | C |
| 01 | 00455128 | 1,600.00 | 06/13/17 | 450634 HERNANDEZ, JAIME JR. | C |
| 01 | 00455129 | 940.00 | 06/13/17 | 442364 HINOJOSA, ISMAEL HUGO | C |
| 01 | 00455130 | 13,007.50 | 06/13/17 | 179094 JEANNE E. HOLMES, P.C. | C |
| 01 | 00455131 | 1,175.00 | 06/13/17 | 378682 JARVIS LAW FIRM | C |
| 01 | 00455132 | 460.00 | 06/13/17 | 114383 LONGORIA, DANIEL Q. | C |
| 01 | 00455133 | 410.00 | 06/13/17 | 353582 LOPEZ, TEODULO L. JR. | C |
| 01 | 00455134 | 715.00 | 06/13/17 | 442135 LUNA, RUBEN J | C |
| 01 | 00455135 | 400.00 | 06/13/17 | 428736 MALDONADO, ARNOLD ANDRE | C |
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| 01 | 00455137 | 750.00 | 06/13/17 | 453749 MCPHERSON, WILLIAM H. | C |
| 01 | 00455138 | 410.00 | 06/13/17 | 445274 MENDOZA, MELISANDRA | C |
| 01 | 00455139 | 1,920.00 | 06/13/17 | 282669 LAW OFFICE OF ROBERTO MEZA, JR. | C |
| 01 | 00455140 | 850.00 | 06/13/17 | 159336 LAW OFFICE OF VERONICA MONCIVAIS | C |
| 01 | 00455141 | 2,610.00 | 06/13/17 | 251127 LAW OFFICE OF MELISSA RIOS MONTES | C |
| 01 | 00455142 | 1,000.00 | 06/13/17 | 107743 MORALES, ALFREDO JR. | C |
| 01 | 00455143 | 4,122.50 | 06/13/17 | 226297 MORALES-MARTINEZ, NEREYDA | C |
| 01 | 00455144 | 400.00 | 06/13/17 | 315532 CARLOS E. ORTEGON, P.C. | C |
| 01 | 00455145 | 1,600.00 | 06/13/17 | 434426 ORTEGON, JORGE LUIS | C |
| 01 | 00455146 | 2,120.00 | 06/13/17 | 253871 OSORIO, ALBERTO | C |
| 01 | 00455147 | 350.00 | 06/13/17 | 288306 JS PALACIOS PLLC | C |
| 01 | 00455148 | 235.00 | 06/13/17 | 156434 PALACIOS, TORIBIO | C |
| 01 | 00455149 | 4,300.00 | 06/13/17 | 207748 PENA, FIDEL LUIS III | C |
| 01 | 00455150 | 300.00 | 06/13/17 | 450880 PINA, MARTIN ALEXIS | C |
| 01 | 00455151 | 1,025.00 | 06/13/17 | 143456 LAW OFFICE OF GEORGE PITCHFORD | C |
| 01 | 00455152 | 1,782.50 | 06/13/17 | 325805 LAW OFFICE OF ROBERTO D. PUENTE | C |
| 01 | 00455153 | 1,547.50 | 06/13/17 | 291749 RAMIREZ, JOSE ALBINO | C |
| 01 | 00455154 | 1,350.00 | 06/13/17 | 450014 RAMIREZ, JUAN R. | C |
| 01 | 00455155 | 205.00 | 06/13/17 | 159328 RAMIREZ, LUIS R. | C |
| 01 | 00455156 | 1,350.00 | 06/13/17 | 95982 RAMIREZ, MARIO | C |
| 01 | 00455157 | 520.00 | 06/13/17 | 407399 REGALADO, LUCIA | C |
| 01 | 00455158 | 1,775.00 | 06/13/17 | 182273 REYES, DANIEL R. | C |
| 01 | 00455159 | 915.00 | 06/13/17 | 434450 REYES, RENE | C |
| 01 | 00455160 | 240.00 | 06/13/17 | 360279 THE LAW OFFICE OF SAMUEL REYES | C |
| 01 | 00455161 | 490.00 | 06/13/17 | 217026 REYNA, JOSE J. | C |
| 01 | 00455162 | 1,450.00 | 06/13/17 | 297615 LAW OFFICE OF REGINA RICHARDSON | C |
| 01 | 00455163 | 300.00 | 06/13/17 | 444413 RIVERA, ISMAEL | C |
| 01 | 00455164 | 615.00 | 06/13/17 | 430897 ROCHA, BRITNY | C |
| 01 | 00455165 | 350.00 | 06/13/17 | 248614 SAENZ, DAVID | C |
| 01 | 00455166 | 700.00 | 06/13/17 | 353477 SAHADI, JAMES M. | C |
| 01 | 00455167 | 1,000.00 | 06/13/17 | 443247 SALDANA LAW FIRM | C |
| 01 | 00455168 | 600.00 | 06/13/17 | 433969 SALINAS, DEREK I | C |
| 01 | 00455169 | 375.00 | 06/13/17 | 423777 SALINAS, JORGE A. | C |
| 01 | 00455170 | 800.00 | 06/13/17 | 168866 SALINAS-FLORES ATTORNEYS AT LAW | C |
| 01 | 00455171 | 1,450.00 | 06/13/17 | 450260 SALINAS-CERDA, SONIA YANET | C |
| 01 | 00455172 | 1,000.00 | 06/13/17 | 311553 THE SANCHEZ LAW FIRM | C |
| 01 | 00455173 | 620.00 | 06/13/17 | 92096 SEPULVEDA, ELOY | C |
| 01 | 00455174 | 2,172.50 | 06/13/17 | 212725 SOLIS, JAVIER E. | C |
| 01 | 00455175 | 670.00 | 06/13/17 | 400335 SOLIS, ROGELIO | C |
| 01 | 00455176 | 650.00 | 06/13/17 | 436542 LAW OFFICE OF CHRIS SULLY | C |
| 01 | 00455177 | 4,340.00 | 06/13/17 | 368067 TIJERINA LAW FIRM PC | C |
| 01 | 00455178 | 860.00 | 06/13/17 | 320102 LAW OFFICE OF LAURO B. TREJO III | C |
| 01 | 00455179 | 350.00 | 06/13/17 | 194905 LAW OFFICE OF JAVIER VILLALOBOS, P. C. | C |
| 01 | 00455180 | 3,440.00 | 06/13/17 | 326798 VILLALOBOS, JESUS | C |
| 01 | 00455181 | 3,270.00 | 06/13/17 | 295973 LAW OFFICE OF LENNARD K WHITTAKER | C |
| 01 | 00455182 | 650.00 | 06/13/17 | 345121 WILLIAMSON LAW FIRM | C |
| 01 | 00455183 | 900.00 | 06/13/17 | 450146 WISE, LEAH | C |
| 01 | 00455184 | 49,969.79 | 06/13/17 | 315761 4M YOUTH SERVICES INC | C |
| 01 | 00455185 | 13,445.52 | 06/13/17 | 248878 A WORLD FOR CHILDREN | C |
| 01 | 00455186 | 180.00 | 06/13/17 | 228419 TIJERINA, HOMERO | C |
| 01 | 00455187 | 126.94 | 06/13/17 | 297984 ADAPCO, INC. | C |
| 01 | 00455188 | 9,636.28 | 06/13/17 | 401374 AIM MEDIA TEXAS OPERATING, LLC | C |
| 01 | 00455189 | 32.70 | 06/13/17 | 1007 AIR-FLO FILTER CO. | C |
| 01 | 00455190 | 171.88 | 06/13/17 | 232815 AMERICAN ASSOCIATION OF NOTARIES, INC | C |
| 01 | 00455191 | 540.00 | 06/13/17 | 400700 AMERICAN SURVEILLANCE COMPANY, INC. | C |

| Bank | Check No | Amount | Date | Vendor | | Type |
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| 01 | 00455192 | 302.62 | 06/13/17 | 1864 | AMIGO POWER EQUIPMENT | C |
| 01 | 00455193 | 315.01 | 06/13/17 | 1864 | AMIGO POWER EQUIPMENT | C |
| 01 | 00455194 | 400.00 | 06/13/17 | 199362 | ANRIGE, INC. | C |
| 01 | 00455195 | 10,603.56 | 06/13/17 | 302465 | ARGUINDEGUI OIL CO II LTD | C |
| 01 | 00455196 | 776.62 | 06/13/17 | 328626 | AT&T | C |
| 01 | 00455197 | 2,670.00 | 06/13/17 | 2666 | ATLAS, HALL & RODRIGUEZ, L.L.P | C |
| 01 | 00455198 | 15,675.04 | 06/13/17 | 2666 | ATLAS, HALL & RODRIGUEZ, L.L.P | C |
| 01 | 00455199 | 9,534.17 | 06/13/17 | 264423 | B.C. FOOD GROUP, LLC | C |
| 01 | 00455200 | 1,166.87 | 06/13/17 | 354295 | BLUE CROSS BLUE SHIELD OF TEXAS | C |
| 01 | 00455201 | 681.97 | 06/13/17 | 4081 | BORDERLAND HARDWARE OF MERCEDES, INC. | C |
| 01 | 00455202 | 5,833.33 | 06/13/17 | 229903 | BREATH TEST SERVICES | C |
| 01 | 00455203 | 356.95 | 06/13/17 | 4537 | BURTON AUTO SUPPLY, INC | C |
| 01 | 00455204 | 1,462.62 | 06/13/17 | 4561 | BUSTER LIND PRODUCE | C |
| 01 | 00455205 | 51.40 | 06/13/17 | 172219 | CANO PRODUCE CO., INC. | C |
| 01 | 00455206 | 822.30 | 06/13/17 | 179272 | CANON FINANCIAL SERVICES INC. | C |
| 01 | 00455207 | 1,185.37 | 06/13/17 | 261726 | CARRIER ENTERPRISE, LLC | C |
| 01 | 00455208 | 11.95 | 06/13/17 | 140651 | CARWASH CARWASH | C |
| 01 | 00455209 | 34.24 | 06/13/17 | 300896 | CC DISTRIBUTORS, INC. | C |
| 01 | 00455210 | 529.06 | 06/13/17 | 302511 | CENTRAL RESTAURANT PRODUCTS | C |
| 01 | 00455211 | 14,982.84 | 06/13/17 | 161128 | CITY OF ALAMO/SGT FERNANDO DE LA ROSA | C |
| 01 | 00455212 | 250.00 | 06/13/17 | 6459 | CITY OF ALTON FIRE DEPARTMENT | C |
| 01 | 00455213 | 14,982.84 | 06/13/17 | 267481 | CITY OF DONNA/DONNA PUBLIC LIBRARY | C |
| 01 | 00455214 | 9,885.51 | 06/13/17 | 6513 | CITY OF EDINBURG | C |
| 01 | 00455215 | 127.51 | 06/13/17 | 10197 | CITY OF EDINBURG | C |
| 01 | 00455216 | 14,982.84 | 06/13/17 | 267465 | CITY OF EDINBURG/DUSTIN MICHAEL SEKULA | C |
| 01 | 00455217 | 71.60 | 06/13/17 | 100137 | CITY OF ELSA | C |
| 01 | 00455218 | 181.49 | 06/13/17 | 100137 | CITY OF ELSA | C |
| 01 | 00455219 | 14,982.84 | 06/13/17 | 267511 | CITY OF HIDALGO/HIDALGO PUBLIC LIBRARY | C |
| 01 | 00455220 | 14,982.84 | 06/13/17 | 267538 | CITY OF LA JOYA/LA JOYA MUNICIPAL LIBRAR | C |
| 01 | 00455221 | 14,982.84 | 06/13/17 | 6599 | CITY OF MCALLEN | C |
| 01 | 00455222 | 14,982.84 | 06/13/17 | 134686 | CITY OF MERCEDES/DR. HECTOR P. GARCIA | C |
| 01 | 00455223 | 69.55 | 06/13/17 | 6637 | CITY OF MISSION | C |
| 01 | 00455224 | 227.90 | 06/13/17 | 6637 | CITY OF MISSION | C |
| 01 | 00455225 | 14,982.84 | 06/13/17 | 267554 | CITY OF MISSION/SPEER MEMORIAL LIBRARY | C |
| 01 | 00455226 | 14,982.84 | 06/13/17 | 215597 | CITY OF PENITAS | C |
| 01 | 00455227 | 14,982.84 | 06/13/17 | 267562 | CITY OF PHARR/PHARR MEMORIAL LIBRARY | C |
| 01 | 00455228 | 389.31 | 06/13/17 | 76554 | CITY OF SAN JUAN | C |
| 01 | 00455229 | 14,982.84 | 06/13/17 | 267589 | CITY OF SAN JUAN/SAN JUAN PUBLIC LIBRARY | C |
| 01 | 00455230 | 14,982.84 | 06/13/17 | 222887 | WESLACO PUBLIC LIBRARY/CITY OF WESLACO | C |
| 01 | 00455231 | 255.42 | 06/13/17 | 214442 | COMMERCIAL KITCHEN | C |
| 01 | 00455232 | 160.10 | 06/13/17 | 221953 | COPYZONE, LTD | C |
| 01 | 00455233 | 1,390.00 | 06/13/17 | 355372 | CTC DISTRIBUTING, LTD | C |
| 01 | 00455234 | 198.00 | 06/13/17 | 255742 | CUMMINS-ALLISON CORPORATION | C |
| 01 | 00455235 | 60.00 | 06/13/17 | 310239 | D & M CLEANERS | C |
| 01 | 00455236 | 580.00 | 06/13/17 | 250562 | DANABY RENTALS, INC. | C |
| 01 | 00455237 | 158.63 | 06/13/17 | 86525 | DELTA SPECIALTIES SUPPLY | C |
| 01 | 00455238 | 30,035.89 | 06/13/17 | 315354 | DEPARTMENT OF INFORMATION RESOURCES | C |
| 01 | 00455239 | 337.46 | 06/13/17 | 228389 | DIRECTV | C |
| 01 | 00455240 | 79.24 | 06/13/17 | 228389 | DIRECTV | C |
| 01 | 00455241 | 811.88 | 06/13/17 | 228389 | DIRECTV | C |
| 01 | 00455242 | 1,828.00 | 06/13/17 | 277096 | DIRT DEPOT & SUPPLIES, INC. | C |
| 01 | 00455243 | 23,896.00 | 06/13/17 | 250899 | DOCTORS HOSPITAL AT RENAISSANCE | C |
| 01 | 00455244 | 14,982.84 | 06/13/17 | 267503 | ELSA PUBLIC LIBRARY/CITY OF ELSA | C |
| 01 | 00455245 | 235.97 | 06/13/17 | 311928 | FASTENAL COMPANY | C |
| 01 | 00455246 | 38.07 | 06/13/17 | 11908 | FEDEX | C |

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| 01 | 00455247 | 24.12 | 06/13/17 | 332852 FERGUSON ENTERPRISES, INC #61 | C |
| 01 | 00455248 | 415.78 | 06/13/17 | 416703 CURA, JOEL | C |
| 01 | 00455249 | 42.00 | 06/13/17 | 416703 CURA, JOEL | C |
| 01 | 00455250 | 13.32 | 06/13/17 | 313289 FLORES, J.R. "BOBBY" JUDGE | C |
| 01 | 00455251 | 4,564.23 | 06/13/17 | 289612 FLOWERS BAKING CO. OF SAN ANTONIO, LLC | C |
| 01 | 00455252 | 196.70 | 06/13/17 | 321826 G & K SERVICE INC. | C |
| 01 | 00455253 | 85.00 | 06/13/17 | 231266 G & S GLASS LLC | C |
| 01 | 00455254 | 160.00 | 06/13/17 | 454290 GARCIA, JUAN CARLOS | C |
| 01 | 00455255 | 21.40 | 06/13/17 | 192988 GARCIA, RAMIRO | C |
| 01 | 00455256 | 17,833.13 | 06/13/17 | 454311 GARZA, YESENIA AND HER ATTORNEY | C |
| 01 | 00455257 | 2,169.80 | 06/13/17 | 13897 GATEWAY PRINTING & OFFICE SUPPLY, INC. | C |
| 01 | 00455258 | 1,512.31 | 06/13/17 | 211567 GE CAPITAL INFORMATION TECHNOLOGY SOLUTI | C |
| 01 | 00455259 | 91.25 | 06/13/17 | 329851 GEMAIRE DISTRIBUTORS | C |
| 01 | 00455260 | 1,795.83 | 06/13/17 | 210471 GOMEZ, AGUSTIN | C |
| 01 | 00455261 | 2,723.00 | 06/13/17 | 384593 GROUND CONTROL SYSTEMS, INC. | C |
| 01 | 00455262 | 2,814.37 | 06/13/17 | 244899 GUERRA, LEEDS, SABO & HERNANDEZ, PLLC | C |
| 01 | 00455263 | 580.77 | 06/13/17 | 15253 GULF COAST PAPER CO. | C |
| 01 | 00455264 | 33,381.72 | 06/13/17 | 227706 GULF COAST TRADES CENTER | C |
| 01 | 00455265 | 3,734.00 | 06/13/17 | 15261 GULF DATA PRODUCTS | C |
| 01 | 00455266 | 58.00 | 06/13/17 | 15369 GUTHRIE'S SAFE & LOCK | C |
| 01 | 00455267 | 207.54 | 06/13/17 | 242101 H & V EQUIPMENT SERVICES INC | C |
| 01 | 00455268 | 7.00 | 06/13/17 | 252468 HACIENDA FORD | C |
| 01 | 00455269 | 19.99 | 06/13/17 | 252468 HACIENDA FORD BODY SHOP | C |
| 01 | 00455270 | 606.00 | 06/13/17 | 447170 HESSELBEIN TIRE INC. | C |
| 01 | 00455271 | 7.50 | 06/13/17 | 432644 HIDALGO COUNTY TAX ASSESSOR-COLLECTOR | C |
| 01 | 00455272 | 7.50 | 06/13/17 | 432644 HIDALGO COUNTY TAX ASSESSOR-COLLECTOR | C |
| 01 | 00455273 | 7.50 | 06/13/17 | 432644 HIDALGO COUNTY TAX ASSESSOR-COLLECTOR | C |
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| 01 | 00455275 | 7.50 | 06/13/17 | 432644 HIDALGO COUNTY TAX ASSESSOR-COLLECTOR | C |
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| 01 | 00455280 | 7.50 | 06/13/17 | 432644 HIDALGO COUNTY TAX ASSESSOR-COLLECTOR | C |
| 01 | 00455281 | 7.50 | 06/13/17 | 432644 HIDALGO COUNTY TAX ASSESSOR-COLLECTOR | C |
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| 01 | 00455283 | 1,170.00 | 06/13/17 | 94366 BD HOLT CO | C |
| 01 | 00455284 | 1,311.15 | 06/13/17 | 94366 BD HOLT CO | C |
| 01 | 00455285 | 18.28 | 06/13/17 | 305545 THE HOME DEPOT | C |
| 01 | 00455286 | 735.00 | 06/13/17 | 407828 INCLUSION SOLUTIONS, LLC | C |
| 01 | 00455287 | 337.08 | 06/13/17 | 405078 INDUSTRIAL DISTRIBUTION GROUP | C |
| 01 | 00455288 | 30.00 | 06/13/17 | 245216 INSCO DISTRIBUTING, INC. | C |
| 01 | 00455289 | 885.01 | 06/13/17 | 179442 IVAN'S AUTOMOTIVE | C |
| 01 | 00455290 | 1,166.31 | 06/13/17 | 454281 JNR ADJUSTMENTS COMPANY INC. | C |
| 01 | 00455291 | 253.02 | 06/13/17 | 253324 JOHNSTONE SUPPLY-PHARR | C |
| 01 | 00455292 | 1,259.00 | 06/13/17 | 286508 LAB SERVICES, INC. | C |
| 01 | 00455293 | 13.31 | 06/13/17 | 119784 LABATT FOOD SERVICE | C |
| 01 | 00455294 | 33.27 | 06/13/17 | 453960 LASER SURGICAL SOLUTIONS, RGV LLC | C |
| 01 | 00455295 | 3,072.97 | 06/13/17 | 204129 LAW OFFICES OF PRESTON HENRICHSON, P.C. | C |
| 01 | 00455296 | 159.65 | 06/13/17 | 237507 LEXISNEXIS RISK SOLUTIONS | C |
| 01 | 00455297 | 167.00 | 06/13/17 | 237507 LEXISNEXIS RISK SOLUTIONS | C |
| 01 | 00455298 | 2,582.02 | 06/13/17 | 438944 LIFE CHECK DENISON, LLC | C |
| 01 | 00455299 | 500.00 | 06/13/17 | 168602 LONE STAR NATIONAL BANK | C |
| 01 | 00455300 | 250.00 | 06/13/17 | 288772 GALLS, LLC | C |
| 01 | 00455301 | 4,180.17 | 06/13/17 | 22438 MAGIC VALLEY ELECTRIC CO-OP, INC. | C |

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| 01 | 00455302 | 306.86 | 06/13/17 | 22438 | MAGIC VALLEY ELECTRIC CO-OP, INC. | C |
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| 01 | 00455304 | 75.00 | 06/13/17 | 291285 | MATHESON TRI-GAS INC. | C |
| 01 | 00455305 | 54.76 | 06/13/17 | 23493 | MATT'S CASH & CARRY | C |
| 01 | 00455306 | 6,609.60 | 06/13/17 | 262056 | JOSE E. GARCIA | C |
| 01 | 00455307 | 324.00 | 06/13/17 | 114154 | MCM SPORTING GOODS, INC. | C |
| 01 | 00455308 | 3,840.48 | 06/13/17 | 190454 | MICHELIN NORTH AMERICA, INC. | C |
| 01 | 00455309 | 245.00 | 06/13/17 | 251518 | MIKE'S PLUMBING & ELECTRICAL, INC. | C |
| 01 | 00455310 | 2,070.66 | 06/13/17 | 138479 | MILITARY HIGHWAY WATER SUPPLY CORP. | C |
| 01 | 00455311 | 32.66 | 06/13/17 | 138479 | MILITARY HIGHWAY WATER SUPPLY CORP. | C |
| 01 | 00455312 | 50.00 | 06/13/17 | 25151 | MISSION DUNCAN INS. AGENCY | C |
| 01 | 00455313 | 71.00 | 06/13/17 | 25151 | MISSION DUNCAN INS. AGENCY | C |
| 01 | 00455314 | 71.00 | 06/13/17 | 25151 | MISSION DUNCAN INS. AGENCY | C |
| 01 | 00455315 | 19.95 | 06/13/17 | 312436 | MORRISON SUPPLY COMPANY | C |
| 01 | 00455316 | 1,263.87 | 06/13/17 | 414492 | MOUNTAIN GLACIER, LLC | C |
| 01 | 00455317 | 146.00 | 06/13/17 | 217433 | NATIONAL NOTARY ASSOCIATION | C |
| 01 | 00455318 | 108.18 | 06/13/17 | 25895 | NORTH ALAMO WATER SUPPLY CORP | C |
| 01 | 00455319 | 167.08 | 06/13/17 | 25895 | NORTH ALAMO WATER SUPPLY CORP | C |
| 01 | 00455320 | 111.02 | 06/13/17 | 25895 | NORTH ALAMO WATER SUPPLY CORP | C |
| 01 | 00455321 | 126.84 | 06/13/17 | 25895 | NORTH ALAMO WATER SUPPLY CORP | C |
| 01 | 00455322 | 25.50 | 06/13/17 | 121991 | NOTARY PUBLIC UNDERWRITERS AGENCY | C |
| 01 | 00455323 | 2,880.00 | 06/13/17 | 261319 | NUECES COUNTY | C |
| 01 | 00455324 | 646.50 | 06/13/17 | 165778 | JMP INTERESTS LTD | C |
| 01 | 00455325 | 1,109.15 | 06/13/17 | 221945 | O'REILLY AUTOMOTIVE STORES, INC. | C |
| 01 | 00455326 | 3,312.20 | 06/13/17 | 312231 | OFFICE DEPOT, INC. | C |
| 01 | 00455327 | 3,875.24 | 06/13/17 | 449482 | OTSO, INC. | C |
| 01 | 00455328 | 487.50 | 06/13/17 | 185582 | TIJERINA, PEDRO MANUEL | C |
| 01 | 00455329 | 32.74 | 06/13/17 | 231193 | PROTECTION 1 ALARM MONITORING INC. | C |
| 01 | 00455330 | 2,410.00 | 06/13/17 | 43192 | R.E. FRIEDRICHS CO | C |
| 01 | 00455331 | 228.00 | 06/13/17 | 277223 | RELIANT, DEPT 0954 | C |
| 01 | 00455332 | 109.42 | 06/13/17 | 277223 | RELIANT, DEPT 0954 | C |
| 01 | 00455333 | 261.06 | 06/13/17 | 277223 | RELIANT, DEPT 0954 | C |
| 01 | 00455334 | 261.06 | 06/13/17 | 277223 | RELIANT, DEPT 0954 | C |
| 01 | 00455335 | 241.56 | 06/13/17 | 277223 | RELIANT, DEPT 0954 | C |
| 01 | 00455336 | 538.82 | 06/13/17 | 401854 | REPUBLIC SERVICES#863 | C |
| 01 | 00455337 | 285.83 | 06/13/17 | 401854 | REPUBLIC SERVICES#863 | C |
| 01 | 00455338 | 249.85 | 06/13/17 | 393304 | RICHLINE TECHNICAL SERVICES | C |
| 01 | 00455339 | 605.17 | 06/13/17 | 31003 | RIO GRANDE PLUMBING SUPPLY INC. | C |
| 01 | 00455340 | 20.32 | 06/13/17 | 427527 | RLC SNACKS | C |
| 01 | 00455341 | 156.00 | 06/13/17 | 444294 | RODRIGUEZ, MARICRUZ | C |
| 01 | 00455342 | 75.00 | 06/13/17 | 358029 | RUIZ LAW FIRM, P.L.L.C. | C |
| 01 | 00455343 | 24.61 | 06/13/17 | 454303 | RUIZ, ELIZABETH | C |
| 01 | 00455344 | 1,555.80 | 06/13/17 | 269123 | RUSH TRUCK CENTERS OF TEXAS, LP | C |
| 01 | 00455345 | 23.11 | 06/13/17 | 429910 | SALAZAR, GRISELDA | C |
| 01 | 00455346 | 406.59 | 06/13/17 | 280615 | SAN MARCOS FAMILY MEDICINE, PA | C |
| 01 | 00455347 | 3,618.00 | 06/13/17 | 406171 | SBA TOWERS IV, LLC | C |
| 01 | 00455348 | 36,732.32 | 06/13/17 | 201839 | SHAVER FOODS, LLC | C |
| 01 | 00455349 | 1,686.10 | 06/13/17 | 34274 | SHERWIN WILLIAMS COMPANY | C |
| 01 | 00455350 | 134.50 | 06/13/17 | 34274 | SHERWIN-WILLIAMS | C |
| 01 | 00455351 | 1,260.00 | 06/13/17 | 405981 | SOBIA NASIR, M.D. P.A. | C |
| 01 | 00455352 | 75.00 | 06/13/17 | 214531 | SOS TECHNOLOGIES | C |
| 01 | 00455353 | 259.50 | 06/13/17 | 34797 | SOUTH TEXAS COMMUNICATIONS, INC. | C |
| 01 | 00455354 | 620.20 | 06/13/17 | 129763 | SOUTHERN FOODS GROUP, LLC | C |
| 01 | 00455355 | 335.60 | 06/13/17 | 328804 | SOUTHERN TIRE MART | C |
| 01 | 00455356 | 380.17 | 06/13/17 | 35173 | SPIKES MOTOR COMPANY | C |

| Bank | Check No | Amount | Date | Vendor | Type |
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| 01 | 00455357 | 2,157.75 | 06/13/17 | 319449 STAPLES BUSINESS ADVANTAGE | C |
| 01 | 00455358 | 2,456.89 | 06/13/17 | 319449 STAPLES BUSINESS ADVANTAGE | C |
| 01 | 00455359 | 2,981.78 | 06/13/17 | 319449 STAPLES BUSINESS ADVANTAGE | C |
| 01 | 00455360 | 395.19 | 06/13/17 | 319449 STAPLES BUSINESS ADVANTAGE | C |
| 01 | 00455361 | 52.90 | 06/13/17 | 218723 SUBWAY | C |
| 01 | 00455362 | 1,797.90 | 06/13/17 | 114243 SYSCO INC. | C |
| 01 | 00455363 | 1,996.23 | 06/13/17 | 299553 TEXAS DEPARTMENT OF PUBLIC SAFETY | C |
| 01 | 00455364 | 3,333.33 | 06/13/17 | 430668 ROBERT PENA JR. | C |
| 01 | 00455365 | 2,682.00 | 06/13/17 | 369039 TEXAS LAND RECLAMATION LLC | C |
| 01 | 00455366 | 646.00 | 06/13/17 | 369039 UTW TIRE COLLECTION SERVICES | C |
| 01 | 00455367 | 20.00 | 06/13/17 | 158925 TEXAS MONTHLY | C |
| 01 | 00455368 | 900.00 | 06/13/17 | 223638 TEXAS TARPS | C |
| 01 | 00455369 | 3,699.99 | 06/13/17 | 284122 THE AMERICAN INSTITUTE OF ARCHITECTS | C |
| 01 | 00455370 | 2,071.00 | 06/13/17 | 419532 THE J. RAMIREZ LAW FIRM | C |
| 01 | 00455371 | 833.33 | 06/13/17 | 407585 THE MISSION HISTORICAL MUSEUM, INC. | C |
| 01 | 00455372 | 634.00 | 06/13/17 | 258598 THE PRODUCTIVITY CENTER | C |
| 01 | 00455373 | 85.00 | 06/13/17 | 399698 THE SOURCE FOR PUBLICDATA, LP | C |
| 01 | 00455374 | 161.00 | 06/13/17 | 285927 THOMSON WEST | C |
| 01 | 00455375 | 934.76 | 06/13/17 | 231924 TIME WARNER CABLE | C |
| 01 | 00455376 | 44.00 | 06/13/17 | 231924 TIME WARNER CABLE | C |
| 01 | 00455377 | 103.45 | 06/13/17 | 231924 TIME WARNER CABLE | C |
| 01 | 00455378 | 40.00 | 06/13/17 | 302007 TIRE CENTERS, LLC | C |
| 01 | 00455379 | 999.07 | 06/13/17 | 213934 TRANE U.S. INC. | C |
| 01 | 00455380 | 157.97 | 06/13/17 | 205249 REYMUNDO TREVINO | C |
| 01 | 00455381 | 5,181.00 | 06/13/17 | 38792 TROPICAL TEXAS BEHAVIORAL HEALTH | C |
| 01 | 00455382 | 975.00 | 06/13/17 | 306312 TURNKEY COMMUNICATIONS | C |
| 01 | 00455383 | 2,939.31 | 06/13/17 | 401838 U.S. BANK NATIONAL ASSOCIATION ND | C |
| 01 | 00455384 | 610.00 | 06/13/17 | 230537 ULINE, INC. | C |
| 01 | 00455385 | 83.07 | 06/13/17 | 36927 UNIFIRST HOLDINGS, INC | C |
| 01 | 00455386 | 571.28 | 06/13/17 | 36927 UNIFIRST HOLDINGS, INC | C |
| 01 | 00455387 | 384.64 | 06/13/17 | 36927 UNIFIRST HOLDINGS, INC | C |
| 01 | 00455388 | 262.50 | 06/13/17 | 132799 VALLEY OUTDOOR POWER EQUIPMENT, INC. | C |
| 01 | 00455389 | 1,300.41 | 06/13/17 | 40363 CED - SAN ANTONIO | C |
| 01 | 00455390 | 100.39 | 06/13/17 | 251577 FRONTIER | C |
| 01 | 00455391 | 119.00 | 06/13/17 | 287024 VERIZON WIRELESS | C |
| 01 | 00455392 | 1,823.52 | 06/13/17 | 287024 VERIZON WIRELESS | C |
| 01 | 00455393 | 31.77 | 06/13/17 | 287024 VERIZON WIRELESS | C |
| 01 | 00455394 | 151.96 | 06/13/17 | 287024 VERIZON WIRELESS | C |
| 01 | 00455395 | 48,410.33 | 06/13/17 | 358681 VICTORIA COUNTY | C |
| 01 | 00455396 | 22,500.00 | 06/13/17 | 194905 LAW OFFICE OF JAVIER VILLALOBOS, P. C. | C |
| 01 | 00455397 | 4,692.84 | 06/13/17 | 40991 GRAINGER | C |
| 01 | 00455398 | 89.34 | 06/13/17 | 392251 WASTE CONNECTIONS OF TEXAS | C |
| 01 | 00455399 | 75.18 | 06/13/17 | 179337 WASTE MANAGEMENT OF TEXAS, INC. | C |
| 01 | 00455400 | 2,814.85 | 06/13/17 | 41289 WAUKESHA-PEARCE INDUSTRIES, INC. | C |
| 01 | 00455401 | 550.00 | 06/13/17 | 6726 WESLACO FIRE DEPT | C |
| 01 | 00455402 | 11,649.48 | 06/13/17 | 369195 WESTWOOD PHARMACY CLINICAL SERVICES | C |
| 01 | 00455403 | 225.00 | 06/13/17 | 220833 WINDSHIELDS XPRESS | C |
| 01 | 00455404 | 386.93 | 06/13/17 | 420174 ALEJANDRO, LEONEL | C |
| 01 | 00455405 | 1,103.04 | 06/13/17 | 220205 B & H PHOTO VIDEO | C |
| 01 | 00455406 | 16.05 | 06/13/17 | 359033 BURT, SOFIA | C |
| 01 | 00455407 | 122.75 | 06/13/17 | 4553 CONSOLIDATED ELECTRICAL DISTRIBUTORS, IN | C |
| 01 | 00455408 | 11.95 | 06/13/17 | 140651 CARWASH CARWASH | C |
| 01 | 00455409 | 141,640.12 | 06/13/17 | 6513 CITY OF EDINBURG | C |
| 01 | 00455410 | 2,568,815.15 | 06/13/17 | 6637 CITY OF MISSION | C |
| 01 | 00455411 | 1,280.00 | 06/13/17 | 426032 CMA ACCOUNTING AND CONSULTING, INC. | C |

| Bank | Check No | Amount | Date | Vendor | Type |
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| 01 | 00455412 | 30.24 | 06/13/17 | 228389 DIRECTV | C |
| 01 | 00455413 | 2,493.00 | 06/13/17 | 355267 ELITE K-9, INC. | C |
| 01 | 00455414 | 153.06 | 06/13/17 | 216526 EVIDENT, INC. | C |
| 01 | 00455415 | 62.05 | 06/13/17 | 11908 FEDEX | C |
| 01 | 00455416 | 129.00 | 06/13/17 | 344699 FIESTA CHEVROLET, INC. | C |
| 01 | 00455417 | 103.25 | 06/13/17 | 332348 FOUR PAWS ANIMAL HOSPITAL | C |
| 01 | 00455418 | 308.50 | 06/13/17 | 183121 GALLS LLC | C |
| 01 | 00455419 | 16,058.78 | 06/13/17 | 13897 GATEWAY PRINTING & OFFICE SUPPLY, INC. | C |
| 01 | 00455420 | 150.00 | 06/13/17 | 187704 GOVERNMENT FINANCE OFFICERS ASSOCIATION | C |
| 01 | 00455421 | 11,032.00 | 06/13/17 | 16357 HIDALGO CO. DISTRICT CLERK | C |
| 01 | 00455422 | 4,000.00 | 06/13/17 | 428418 J & DMC PROPERTIES, LLC | C |
| 01 | 00455423 | 281.81 | 06/13/17 | 341126 KYOCERA DOCUMENT SOLUTIONS AMERICA, INC. | C |
| 01 | 00455424 | 650.00 | 06/13/17 | 369861 LOPEZ, MARIO ARTURO D/B/A AMER SIGN | C |
| 01 | 00455425 | 31.57 | 06/13/17 | 419010 LUMBRERAS, MARIA | C |
| 01 | 00455426 | 1,750.00 | 06/13/17 | 300675 MEMORIAL FUNERAL HOME | C |
| 01 | 00455427 | 198.00 | 06/13/17 | 414492 MOUNTAIN GLACIER, LLC | C |
| 01 | 00455428 | 307.22 | 06/13/17 | 275727 NARDIS, INC. | C |
| 01 | 00455429 | 164.94 | 06/13/17 | 221945 O'REILLY AUTOMOTIVE STORES, INC. | C |
| 01 | 00455430 | 507.63 | 06/13/17 | 312231 OFFICE DEPOT, INC. | C |
| 01 | 00455431 | 3,624.00 | 06/13/17 | 28894 POSTMASTER | C |
| 01 | 00455432 | 8,662.95 | 06/13/17 | 264563 REYNA ENTERPRISES, INC DBA CRC | C |
| 01 | 00455433 | 10.70 | 06/13/17 | 398470 SAENZ, PRAJEDES R. | C |
| 01 | 00455434 | 3,880.00 | 06/13/17 | 211109 SAFEGUARD UNIVERSAL LLC | C |
| 01 | 00455435 | 3.75 | 06/13/17 | 424897 SULLIVAN, JULIA BENITEZ | C |
| 01 | 00455436 | 800.00 | 06/13/17 | 377082 SUPPRESSED TACTICAL SOLUTIONS, LLC | C |
| 01 | 00455437 | 29,684.28 | 06/13/17 | 197882 THE UNIVERSITY OF TEXAS HEALTH SCIENCE | C |
| 01 | 00455438 | 285.00 | 06/13/17 | 214264 TRI-COUNTY COMMUNICATIONS, LTD | C |
| 01 | 00455439 | 681.64 | 06/13/17 | 401838 U.S. BANK NATIONAL ASSOCIATION ND | C |
| 01 | 00455440 | 55.00 | 06/13/17 | 132799 VALLEY OUTDOOR POWER EQUIPMENT, INC. | C |
| 01 | 00455441 | 1,007.39 | 06/13/17 | 287024 VERIZON WIRELESS | C |
| 01 | 00455442 | 37.99 | 06/13/17 | 287024 VERIZON WIRELESS | C |
| 01 | 00455443 | 97.00 | 06/13/17 | 208078 VIDEO SOUND & LIGHT ENTERPRISES INC. | C |
| 01 | 00455444 | 141.16 | 06/13/17 | 40991 W. W. GRAINGER INC. | C |
| 01 | 00455445 | 116.99 | 06/13/17 | 444057 ALMANZA, JONATHAN L. | C |
| 01 | 00455446 | 168.00 | 06/13/17 | 263982 COLEGIO, ROBERT | C |
| 01 | 00455447 | 168.00 | 06/13/17 | 441856 CRUZ, DEBBIE | C |
| 01 | 00455448 | 714.54 | 06/13/17 | 304468 CRUZ, SERGIO | C |
| 01 | 00455449 | 175.28 | 06/13/17 | 275875 EAN HOLDINGS, LLC | C |
| 01 | 00455450 | 287.68 | 06/13/17 | 442178 JOHN Q HAMMONS RVOC TR 12281989 | C |
| 01 | 00455451 | 502.85 | 06/13/17 | 421340 JOHN Q HAMMONS RVOC TR 12281980 | C |
| 01 | 00455452 | 575.17 | 06/13/17 | 421340 JOHN Q HAMMONS RVOC TR 12281980 | C |
| 01 | 00455453 | 515.17 | 06/13/17 | 421340 JOHN Q HAMMONS RVOC TR 12281980 | C |
| 01 | 00455454 | 575.17 | 06/13/17 | 421340 JOHN Q HAMMONS RVOC TR 12281980 | C |
| 01 | 00455455 | 33.00 | 06/13/17 | 262927 ESPINOSA, JULIO | C |
| 01 | 00455456 | 475.26 | 06/13/17 | 373729 FLORES, MELISSA | C |
| 01 | 00455457 | 275.58 | 06/13/17 | 262609 FONG, LINDA C. | C |
| 01 | 00455458 | 149.00 | 06/13/17 | 187348 FRED PRYOR SEMINARS / CAREERTRACK | C |
| 01 | 00455459 | 149.00 | 06/13/17 | 187348 FRED PRYOR SEMINARS / CAREERTRACK | C |
| 01 | 00455460 | 149.00 | 06/13/17 | 187348 FRED PRYOR SEMINARS / CAREERTRACK | C |
| 01 | 00455461 | 149.00 | 06/13/17 | 187348 FRED PRYOR SEMINARS / CAREERTRACK | C |
| 01 | 00455462 | 187.00 | 06/13/17 | 184799 GARCIA, NORMA G. | C |
| 01 | 00455463 | 377.00 | 06/13/17 | 401188 GARZA, VICTOR M. | C |
| 01 | 00455464 | 187.00 | 06/13/17 | 278939 HODGE, JAMES | C |
| 01 | 00455465 | 155.25 | 06/13/17 | 282278 HOLIDAY INN EXPRESS | C |
| 01 | 00455466 | 177.00 | 06/13/17 | 453331 LOPEZ, BRENDA G. | C |

| Bank | Check No | Amount | Date | Vendor | Type |
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| 01 | 00455467 | 332.56 | 06/13/17 | 438154 MARTINEZ, ROSA ISELA | C |
| 01 | 00455468 | 388.70 | 06/13/17 | 438154 MARTINEZ, ROSA ISELA | C |
| 01 | 00455469 | 324.30 | 06/13/17 | 159247 HCD AUSTIN CORPORATION | C |
| 01 | 00455470 | 324.30 | 06/13/17 | 159247 HCD AUSTIN CORPORATION | C |
| 01 | 00455471 | 524.31 | 06/13/17 | 130737 ORENDAIN, JOSEPH L. | C |
| 01 | 00455472 | 381.69 | 06/13/17 | 434191 PADILLA, SALVADOR ADRIAN | C |
| 01 | 00455473 | 108.00 | 06/13/17 | 363804 RAMON, YVONNE | C |
| 01 | 00455474 | 69.00 | 06/13/17 | 323411 RIVERA, JOEL | C |
| 01 | 00455475 | 168.00 | 06/13/17 | 402621 SEPULVEDA, LAUREN | C |
| 01 | 00455476 | 108.00 | 06/13/17 | 401625 SOSA, MICHAEL | C |
| 01 | 00455477 | 325.28 | 06/13/17 | 454273 TAMEZ, DEBBIE | C |
| 01 | 00455478 | 225.00 | 06/13/17 | 183059 TEXAS ASSOCIATION OF COUNTIES | C |
| 01 | 00455479 | 225.00 | 06/13/17 | 183059 TEXAS ASSOCIATION OF COUNTIES | C |
| 01 | 00455480 | 225.00 | 06/13/17 | 183059 TEXAS ASSOCIATION OF COUNTIES | C |
| 01 | 00455481 | 225.00 | 06/13/17 | 183059 TEXAS ASSOCIATION OF COUNTIES | C |
| 01 | 00455482 | 320.00 | 06/13/17 | 96385 TEXAS CENTER FOR THE JUDICIARY, INC. | C |
| 01 | 00455483 | 160.00 | 06/13/17 | 96385 TEXAS CENTER FOR THE JUDICIARY, INC. | C |
| 01 | 00455484 | 160.00 | 06/13/17 | 96385 TEXAS CENTER FOR THE JUDICIARY, INC. | C |
| 01 | 00455485 | 168.00 | 06/13/17 | 130672 THOMPSON, CREGG | C |
| 01 | 00455486 | 116.99 | 06/13/17 | 444049 THORN, ERIN D. | C |
| 01 | 00455487 | 538.92 | 06/13/17 | 284718 VILLARREAL, ROBERTO J. | C |
| 01 | 00455488 | 117.00 | 06/13/17 | 291811 LAW OFFICE OF ROBERT VINA III | C |
| 01 | 00455489 | 187.00 | 06/13/17 | 271977 ZAMARRIPA, ALFREDO R. | C |
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| 02 | 00420435 | -540.00 | 05/31/17 | 53384 AMERICAN RED CROSS | CV |
| 02 | 00420893 | -50.00 | 05/31/17 | 373028 NATIONAL NARCOTIC DETECTOR DOG ASSC. | CV |
| 02 | 00420894 | -350.00 | 05/31/17 | 373028 NATIONAL NARCOTIC DETECTOR DOG ASSC. | CV |
| 02 | 00420897 | -312.00 | 05/31/17 | 356468 SOLIS, JAVIER | CV |
| 02 | 00420900 | -312.00 | 05/31/17 | 439037 TRANTHAM, JESSE | CV |
| 02 | 00421162 | -108.00 | 05/31/17 | 450154 CASO, JOSE LUIS | CV |
| 02 | 00421898 | 10,593.44 | 06/06/17 | 248878 A WORLD FOR CHILDREN | C |
| 02 | 00421899 | 73,310.00 | 06/06/17 | 297984 ADAPCO, INC. | C |
| 02 | 00421900 | 550.00 | 06/06/17 | 183911 AMERICAN PROBATION & PAROLE ASSOCIATION | C |
| 02 | 00421901 | 180.00 | 06/06/17 | 400700 AMERICAN SURVEILLANCE COMPANY, INC. | C |
| 02 | 00421902 | 11,825.00 | 06/06/17 | 420034 ARANDA, JAMES | C |
| 02 | 00421903 | 1,340.49 | 06/06/17 | 363502 ARREDONDO, ALIFONSO III | C |
| 02 | 00421904 | 8,712.00 | 06/06/17 | 303313 ASAGO, LLC DBA ASAGO CONSTRUCTION | C |
| 02 | 00421905 | 1,802.50 | 06/06/17 | 328626 AT&T | C |
| 02 | 00421906 | 33.36 | 06/06/17 | 328626 AT&T | C |
| 02 | 00421907 | 4.28 | 06/06/17 | 363545 BAEZ, MARIA ELIZABETH | C |
| 02 | 00421908 | 4,800.00 | 06/06/17 | 296945 BARBOZA, MIGUEL JR | C |
| 02 | 00421909 | 7,377.30 | 06/06/17 | 399728 BIC DEVELOPMENT CORP. | C |
| 02 | 00421910 | 296.80 | 06/06/17 | 445037 BIMBO BAKERIES USA, INC. | C |
| 02 | 00421911 | 20.00 | 06/06/17 | 292885 BRIONES, AQUILINA | C |
| 02 | 00421912 | 41.73 | 06/06/17 | 212873 CARRANZA, ALICE | C |
| 02 | 00421913 | 50.40 | 06/06/17 | 222062 CARRILLO, IRENE | C |
| 02 | 00421914 | 176.55 | 06/06/17 | 202401 CARRILLO, LAURA | C |
| 02 | 00421915 | 331.17 | 06/06/17 | 419567 CASTILLO, YESSICA | C |
| 02 | 00421916 | 6.42 | 06/06/17 | 124923 CASTRO, MARY ANN | C |
| 02 | 00421917 | 415.04 | 06/06/17 | 153915 CDW GOVERNMENT INC. | C |
| 02 | 00421918 | 313.24 | 06/06/17 | 257192 CERVANTES, SARAH | C |
| 02 | 00421919 | 263.11 | 06/06/17 | 10197 CITY OF EDINBURG | C |
| 02 | 00421920 | 168.86 | 06/06/17 | 134686 CITY OF MERCEDES | C |
| 02 | 00421921 | 89.88 | 06/06/17 | 425087 CONTRERAS, ALICIA | C |

| Bank | Check No | Amount | Date | Vendor | Type |
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| 02 | 00421922 | 60,528.15 | 06/06/17 | 276359 CORNELL CORRECTIONS OF TEXAS, INC. | C |
| 02 | 00421923 | 22,835.65 | 06/06/17 | 428108 COWBOY MOTOR COMPANY LC | C |
| 02 | 00421924 | 18.73 | 06/06/17 | 450677 CURTISS, URIAH | C |
| 02 | 00421925 | 2,550.00 | 06/06/17 | 201065 DR RALPH H. JACKSON | C |
| 02 | 00421926 | 337.00 | 06/06/17 | 275875 EAN HOLDINGS, LLC | C |
| 02 | 00421927 | 132.68 | 06/06/17 | 381365 ESPINOSA, RUBEN | C |
| 02 | 00421928 | 498.80 | 06/06/17 | 11908 FEDEX | C |
| 02 | 00421929 | 27,502.24 | 06/06/17 | 367346 FLEET SAFETY EQUIPMENT, INC. | C |
| 02 | 00421930 | 105.40 | 06/06/17 | 419575 FLORES, MARK ANTHONY | C |
| 02 | 00421931 | 149.00 | 06/06/17 | 187348 FRED PRYOR SEMINARS / CAREERTRACK | C |
| 02 | 00421932 | 9,230.94 | 06/06/17 | 125717 FRONTERA MATERIALS, INC | C |
| 02 | 00421933 | 8,564.37 | 06/06/17 | 125717 FRONTERA MATERIALS, INC | C |
| 02 | 00421934 | 336.83 | 06/06/17 | 284297 FRONTIER SOUTHWEST INCORPORATED | C |
| 02 | 00421935 | 309.70 | 06/06/17 | 446785 GARCIA, ARMANDO | C |
| 02 | 00421936 | 158.10 | 06/06/17 | 313157 GARCIA, NORMA A. | C |
| 02 | 00421937 | 257.87 | 06/06/17 | 281158 GARCIA, REFUGIO III | C |
| 02 | 00421938 | 86.67 | 06/06/17 | 449547 GARZA, ADRIANA | C |
| 02 | 00421939 | 66.88 | 06/06/17 | 267724 GARZA, HOMERO | C |
| 02 | 00421940 | 171.74 | 06/06/17 | 328669 GARZA, MOISES | C |
| 02 | 00421941 | 10,927.70 | 06/06/17 | 267066 GBB RENTAL | C |
| 02 | 00421942 | 703.60 | 06/06/17 | 15253 GULF COAST PAPER CO. | C |
| 02 | 00421943 | 28,951.43 | 06/06/17 | 227706 GULF COAST TRADES CENTER | C |
| 02 | 00421944 | 444.00 | 06/06/17 | 397342 INSTITUTE FOR BRAIN POTENTIAL | C |
| 02 | 00421945 | 6,738.78 | 06/06/17 | 428310 JIMENEZ ENGINEERING SOLUTIONS, LLC | C |
| 02 | 00421946 | 5,743.10 | 06/06/17 | 422770 JULCAR LLC | C |
| 02 | 00421947 | 4,251.55 | 06/06/17 | 19941 KALIFA'S WESTERN WEAR, INC. | C |
| 02 | 00421948 | 162.11 | 06/06/17 | 421979 KELLOGG, DALILA | C |
| 02 | 00421949 | 161.04 | 06/06/17 | 334723 LANDEZ, MARTIN | C |
| 02 | 00421950 | 250.00 | 06/06/17 | 442771 LEOS, CARINA LARISTA | C |
| 02 | 00421951 | 765.00 | 06/06/17 | 376922 LLOYD GOSSELINK ROCHELLE & TOWNSEND, P.C | C |
| 02 | 00421952 | 10,088.00 | 06/06/17 | 248339 LUTHERAN SOCIAL SERVICES OF THE SOUTH | C |
| 02 | 00421953 | 73.84 | 06/06/17 | 427233 MASCORRO, JUAN | C |
| 02 | 00421954 | 20,136.00 | 06/06/17 | 284009 MILLENNIUM ENGINEERS GROUP, INC. | C |
| 02 | 00421955 | 2,012.25 | 06/06/17 | 284009 MILLENNIUM ENGINEERS GROUP, INC. | C |
| 02 | 00421956 | 2,303.75 | 06/06/17 | 284009 MILLENNIUM ENGINEERS GROUP, INC. | C |
| 02 | 00421957 | 21.94 | 06/06/17 | 364568 MIRELES, JOLIE SWAIN | C |
| 02 | 00421958 | 24.61 | 06/06/17 | 367427 MORADO, MARTHA ELENA | C |
| 02 | 00421959 | 34.24 | 06/06/17 | 354864 MORALES, HOMERO | C |
| 02 | 00421960 | 21.94 | 06/06/17 | 423572 MORIN-CANSINO, ANGIE | C |
| 02 | 00421961 | 272.50 | 06/06/17 | 414492 MOUNTAIN GLACIER, LLC | C |
| 02 | 00421962 | 39.99 | 06/06/17 | 229458 NETWORK SOLUTIONS, INC. | C |
| 02 | 00421963 | 713.00 | 06/06/17 | 202398 OMNI AUSTIN HOTEL-SOUTHPARK | C |
| 02 | 00421964 | 39.00 | 06/06/17 | 388017 PATRICK, ARNOLD K. | C |
| 02 | 00421965 | 22,559.70 | 06/06/17 | 212903 PEGASUS SCHOOLS, INC. | C |
| 02 | 00421966 | 102.72 | 06/06/17 | 341398 PENA, PALMIRA R. | C |
| 02 | 00421967 | 82.50 | 06/06/17 | 442690 QUINTANILLA, AMANDA | C |
| 02 | 00421968 | 2,311.40 | 06/06/17 | 424927 RAMIREZ, JOSE I. | C |
| 02 | 00421969 | 1,318.85 | 06/06/17 | 277223 RELIANT, DEPT 0954 | C |
| 02 | 00421970 | 4,112.87 | 06/06/17 | 277223 RELIANT, DEPT 0954 | C |
| 02 | 00421971 | 1,783.15 | 06/06/17 | 393304 RICHLINE TECHNICAL SERVICES | C |
| 02 | 00421972 | 39.06 | 06/06/17 | 372498 ROSALES, EVELYN | C |
| 02 | 00421973 | 4,975.00 | 06/06/17 | 439177 RREAL, LLC | C |
| 02 | 00421974 | 17.12 | 06/06/17 | 450669 SAENZ, EMILY | C |
| 02 | 00421975 | 20.87 | 06/06/17 | 246425 SAENZ, SUZANA RAMOS | C |
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| 02 | 00421977 | 4,927.60 | 06/06/17 | 190845 SALINAS, LAURA | C |
| 02 | 00421978 | 245.00 | 06/06/17 | 287199 SHI GOVERNMENT SOLUTIONS, INC. | C |
| 02 | 00421979 | 51,936.00 | 06/06/17 | 184241 SHORELINE, INC. | C |
| 02 | 00421980 | 240.21 | 06/06/17 | 17701 SILVA, ISRAEL JR. | C |
| 02 | 00421981 | 22.47 | 06/06/17 | 420360 SMITH, ROXANNE | C |
| 02 | 00421982 | 90,902.00 | 06/06/17 | 184012 SOUTHWEST KEY PROGRAMS, INC. | C |
| 02 | 00421983 | 6,187.50 | 06/06/17 | 397806 SPI VENTURES, LLP | C |
| 02 | 00421984 | 1,993.04 | 06/06/17 | 319449 STAPLES BUSINESS ADVANTAGE | C |
| 02 | 00421985 | 170.00 | 06/06/17 | 133655 SUPERIOR ALARMS | C |
| 02 | 00421986 | 1,142.60 | 06/06/17 | 114243 SYSCO INC. | C |
| 02 | 00421987 | 1,084.63 | 06/06/17 | 114243 SYSCO INC. | C |
| 02 | 00421988 | 168.04 | 06/06/17 | 260363 T-MOBILE | C |
| 02 | 00421989 | 14,212.06 | 06/06/17 | 237299 TDCJ-CASHIER'S OFFICE | C |
| 02 | 00421990 | 600.00 | 06/06/17 | 397725 TEXAS JUVENILE JUSTICE DEPARTMENT | C |
| 02 | 00421991 | 46.55 | 06/06/17 | 293369 TIJERINA, JUAN | C |
| 02 | 00421992 | 2,106.41 | 06/06/17 | 231924 TIME WARNER CABLE | C |
| 02 | 00421993 | 14.45 | 06/06/17 | 205605 TORRES, OLGA L. | C |
| 02 | 00421994 | 62.60 | 06/06/17 | 225207 VALDEZ, ANGELICA | C |
| 02 | 00421995 | 500.30 | 06/06/17 | 287024 VERIZON WIRELESS | C |
| 02 | 00421996 | 6.42 | 06/06/17 | 255017 VILLANUEVA, JOEL | C |
| 02 | 00421997 | 43.87 | 06/06/17 | 371637 VILLARREAL, SANDRA | C |
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| 02 | 00421999 | 234.09 | 06/06/17 | 40991 GRAINGER | C |
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| 02 | 00422002 | 99.00 | 06/06/17 | 327956 DE LEON, VIC | C |
| 02 | 00422003 | 273.00 | 06/06/17 | 443336 FLORES, JONATHAN | C |
| 02 | 00422004 | 168.00 | 06/06/17 | 429384 LOPEZ, MARIO | C |
| 02 | 00422005 | 99.00 | 06/06/17 | 453536 MENDEZ, ANNA | C |
| 02 | 00422006 | 625.00 | 06/06/17 | 390313 NEW JERSEY HOMICIDE INVESTIGATORS | C |
| 02 | 00422007 | 625.00 | 06/06/17 | 390313 NEW JERSEY HOMICIDE INVESTIGATORS | C |
| 02 | 00422008 | 273.00 | 06/06/17 | 442968 QUINTANA, LEONARDO | C |
| 02 | 00422009 | 9,980.30 | 06/06/17 | 280046 L & G CONSULTING ENGINEERS, INC. | C |
| 02 | 00422010 | 350.00 | 06/06/17 | 198412 ACE COURT REPORTING SERVICE & DIGITAL | C |
| 02 | 00422011 | 1,691.01 | 06/06/17 | 332674 ADVANCE STORES COMPANY, INC. | C |
| 02 | 00422012 | 91.48 | 06/06/17 | 363588 AGUA SPECIAL UTILITY DISTRICT | C |
| 02 | 00422013 | 215.00 | 06/06/17 | 451096 AMERICAN WATER SERVICES, LLC | C |
| 02 | 00422014 | 79.59 | 06/06/17 | 448850 AMERICAGAS PROPANE L.P. | C |
| 02 | 00422015 | 550.84 | 06/06/17 | 448850 AMERICAGAS PROPANE L.P. | C |
| 02 | 00422016 | 1,415.72 | 06/06/17 | 1961 ANDERSON EQUIPMENT CO INC | C |
| 02 | 00422017 | 50.00 | 06/06/17 | 199362 ANRIGE, INC. | C |
| 02 | 00422018 | 13,445.66 | 06/06/17 | 302465 ARGUINDEGUI OIL CO II LTD | C |
| 02 | 00422019 | 60.00 | 06/06/17 | 365432 BOGLE, RICK & ANNETTE | C |
| 02 | 00422020 | 99.93 | 06/06/17 | 4081 BORDERLAND HARDWARE OF MERCEDES, INC. | C |
| 02 | 00422021 | 120.16 | 06/06/17 | 4537 BURTON AUTO SUPPLY, INC. | C |
| 02 | 00422022 | 1,664.06 | 06/06/17 | 4537 BURTON AUTO SUPPLY, INC. | C |
| 02 | 00422023 | 59.47 | 06/06/17 | 6696 CITY OF PHARR | C |
| 02 | 00422024 | 75.07 | 06/06/17 | 6696 CITY OF PHARR | C |
| 02 | 00422025 | 3,216.78 | 06/06/17 | 355372 CTC DISTRIBUTING, LTD | C |
| 02 | 00422026 | 520.00 | 06/06/17 | 362212 TAYLOR CORPORATION | C |
| 02 | 00422027 | 24.95 | 06/06/17 | 247774 D & R GLASS ETC INC. | C |
| 02 | 00422028 | 996.95 | 06/06/17 | 86525 DELTA SPECIALTIES SUPPLY | C |
| 02 | 00422029 | 6,358.78 | 06/06/17 | 315354 DEPARTMENT OF INFORMATION RESOURCES | C |
| 02 | 00422030 | 154.98 | 06/06/17 | 228389 DIRECTV | C |
| 02 | 00422031 | 89.51 | 06/06/17 | 258385 DISH | C |

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| 02 | 00422034 | 346.51 | 06/06/17 | 324493 DOGGETT MACHINERY EXCHANGE, LLC | C |
| 02 | 00422035 | 525.00 | 06/06/17 | 174181 GOMEZ, NOE | C |
| 02 | 00422036 | 209.24 | 06/06/17 | 11304 ESCOBARS AUTO ELECTRIC, INC. | C |
| 02 | 00422037 | 56.80 | 06/06/17 | 11908 FEDEX | C |
| 02 | 00422038 | 14,186.05 | 06/06/17 | 367346 FLEET SAFETY EQUIPMENT, INC. | C |
| 02 | 00422039 | 900.00 | 06/06/17 | 110736 FLORES, ADELAIDO JR. | C |
| 02 | 00422040 | 3,474.37 | 06/06/17 | 125717 FRONTERA MATERIALS, INC. | C |
| 02 | 00422041 | 315.00 | 06/06/17 | 321826 G & K SERVICE INC. | C |
| 02 | 00422042 | 2,679.93 | 06/06/17 | 432580 GOVERLAN, INC. | C |
| 02 | 00422043 | 212.07 | 06/06/17 | 15253 GULF COAST PAPER CO. | C |
| 02 | 00422044 | 269.61 | 06/06/17 | 242101 H & V EQUIPMENT SERVICES INC. | C |
| 02 | 00422045 | 7.50 | 06/06/17 | 432644 HIDALGO COUNTY TAX ASSESSOR-COLLECTOR | C |
| 02 | 00422046 | 22.00 | 06/06/17 | 432644 HIDALGO COUNTY TAX ASSESSOR-COLLECTOR | C |
| 02 | 00422047 | 7.50 | 06/06/17 | 432644 HIDALGO COUNTY TAX ASSESSOR-COLLECTOR | C |
| 02 | 00422048 | 7.50 | 06/06/17 | 432644 HIDALGO COUNTY TAX ASSESSOR-COLLECTOR | C |
| 02 | 00422049 | 310.98 | 06/06/17 | 94366 BD HOLT CO | C |
| 02 | 00422050 | 82.49 | 06/06/17 | 94366 BD HOLT CO | C |
| 02 | 00422051 | 313.21 | 06/06/17 | 289299 HOME DEPOT CREDIT SERVICES | C |
| 02 | 00422052 | 83.67 | 06/06/17 | 179442 IVAN'S AUTOMOTIVE | C |
| 02 | 00422053 | 362.00 | 06/06/17 | 369519 GARCIA, PAULA | C |
| 02 | 00422054 | 966.17 | 06/06/17 | 341126 KYOCERA DOCUMENT SOLUTIONS AMERICA, INC. | C |
| 02 | 00422055 | 128.94 | 06/06/17 | 305863 MARROQUIN, DAVID T. | C |
| 02 | 00422056 | 738.45 | 06/06/17 | 23493 MATT'S CASH & CARRY | C |
| 02 | 00422057 | 13.80 | 06/06/17 | 224529 MCCOY'S BUILDING SUPPLY | C |
| 02 | 00422058 | 325.00 | 06/06/17 | 441201 MELTON, DAWN | C |
| 02 | 00422059 | 351.16 | 06/06/17 | 24996 MISSION AUTO ELECTRIC, INC. | C |
| 02 | 00422060 | 970.89 | 06/06/17 | 275506 MOBILE RELAYS PARTNERS, LTD. | C |
| 02 | 00422061 | 198.65 | 06/06/17 | 414492 MOUNTAIN GLACIER, LLC | C |
| 02 | 00422062 | 63.62 | 06/06/17 | 3166 NEUHAUS & COMPANY, LTD | C |
| 02 | 00422063 | 59.92 | 06/06/17 | 221945 O'REILLY AUTOMOTIVE STORES, INC. | C |
| 02 | 00422064 | 177.50 | 06/06/17 | 185582 TIJERINA, PEDRO MANUEL | C |
| 02 | 00422065 | 192.00 | 06/06/17 | 231193 PROTECTION 1 ALARM MONITORING INC. | C |
| 02 | 00422066 | 7.00 | 06/06/17 | 91987 PUEBLO TIRES LTD | C |
| 02 | 00422067 | 7.00 | 06/06/17 | 315486 RADIADORES DEL VALLE | C |
| 02 | 00422068 | 33.88 | 06/06/17 | 277223 RELIANT, DEPT 0954 | C |
| 02 | 00422069 | 11.30 | 06/06/17 | 277223 RELIANT, DEPT 0954 | C |
| 02 | 00422070 | 1,131.89 | 06/06/17 | 283797 ROMCO EQUIPMENT CO. | C |
| 02 | 00422071 | 3,803.14 | 06/06/17 | 269123 RUSH TRUCK CENTERS OF TEXAS, LP | C |
| 02 | 00422072 | 50.00 | 06/06/17 | 184381 SALAZAR, JESSIE | C |
| 02 | 00422073 | 284.01 | 06/06/17 | 186449 SAN JUAN BOLT & SUPPLY | C |
| 02 | 00422074 | 365.00 | 06/06/17 | 433098 MIGUEL MIRELES JR | C |
| 02 | 00422075 | 390.00 | 06/06/17 | 407046 SOLIS, JESUS A. | C |
| 02 | 00422076 | 2,484.00 | 06/06/17 | 328804 SOUTHERN TIRE MART | C |
| 02 | 00422077 | 1,593.54 | 06/06/17 | 319449 STAPLES BUSINESS ADVANTAGE | C |
| 02 | 00422078 | 76.66 | 06/06/17 | 319449 STAPLES BUSINESS ADVANTAGE | C |
| 02 | 00422079 | 7.50 | 06/06/17 | 425788 TEXAS DEPARTMENT OF MOTOR VEHICLES | C |
| 02 | 00422080 | 277.84 | 06/06/17 | 285927 THOMSON WEST | C |
| 02 | 00422081 | 1,210.35 | 06/06/17 | 302007 TIRE CENTERS, LLC | C |
| 02 | 00422082 | 114.58 | 06/06/17 | 36927 UNIFIRST HOLDINGS, INC | C |
| 02 | 00422083 | 4,120.20 | 06/06/17 | 39853 VALLEY CALICHE PRODUCTS, INC. | C |
| 02 | 00422084 | 151.10 | 06/06/17 | 132799 VALLEY OUTDOOR POWER EQUIPMENT, INC. | C |
| 02 | 00422085 | 1,975.48 | 06/06/17 | 287024 VERIZON WIRELESS | C |
| 02 | 00422086 | 1,001.24 | 06/06/17 | 287024 VERIZON WIRELESS | C |

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| 02 | 00422087 | 425.66 | 06/06/17 | 179701 WESLACO FORD, LLP | C |
| 02 | 00422088 | 87,674.35 | 06/13/17 | 303313 ASAGO, LLC DBA ASAGO CONSTRUCTION | C |
| 02 | 00422089 | 14,304.53 | 06/13/17 | 303313 ASAGO, LLC DBA ASAGO CONSTRUCTION | C |
| 02 | 00422090 | 2,541.27 | 06/13/17 | 125717 FRONTERA MATERIALS, INC. | C |
| 02 | 00422091 | 6,618.96 | 06/13/17 | 125717 FRONTERA MATERIALS, INC. | C |
| 02 | 00422092 | 11,347.12 | 06/13/17 | 125717 FRONTERA MATERIALS, INC. | C |
| 02 | 00422093 | 17,449.88 | 06/13/17 | 125717 FRONTERA MATERIALS, INC. | C |
| 02 | 00422094 | 7,708.20 | 06/13/17 | 410179 LHOIST NORTH AMERICA OF TEXAS, LTD | C |
| 02 | 00422095 | 11,674.79 | 06/13/17 | 410179 LHOIST NORTH AMERICA OF TEXAS, LTD | C |
| 02 | 00422096 | 27,088.28 | 06/13/17 | 449121 BADIOZZAMANI, ARON REZA | C |
| 02 | 00422097 | 9,618.00 | 06/13/17 | 356778 CRUZ-HOGAN CONSULTANTS, INC. | C |
| 02 | 00422098 | 45,650.64 | 06/13/17 | 125717 FRONTERA MATERIALS, INC. | C |
| 02 | 00422099 | 23.54 | 06/13/17 | 229962 AGUAYO, BLANCA | C |
| 02 | 00422100 | 217.83 | 06/13/17 | 328626 AT&T | C |
| 02 | 00422101 | 3,404.73 | 06/13/17 | 197076 BEN E. KEITH FOODS | C |
| 02 | 00422102 | 520.00 | 06/13/17 | 385778 BIO-OPS, LLC. | C |
| 02 | 00422103 | 441.03 | 06/13/17 | 4561 BUSTER LIND PRODUCE | C |
| 02 | 00422104 | 523.95 | 06/13/17 | 172219 CANO PRODUCE CO., INC. | C |
| 02 | 00422105 | 202.23 | 06/13/17 | 222062 CARRILLO, IRENE | C |
| 02 | 00422106 | 100.56 | 06/13/17 | 229334 CITY OF DONNA | C |
| 02 | 00422107 | 161.92 | 06/13/17 | 6513 CITY OF EDINBURG | C |
| 02 | 00422108 | 65.56 | 06/13/17 | 10197 CITY OF EDINBURG | C |
| 02 | 00422109 | 80.75 | 06/13/17 | 100137 CITY OF ELSA | C |
| 02 | 00422110 | 3,642.93 | 06/13/17 | 403954 COLORADO BOXED BEEF CO. | C |
| 02 | 00422111 | 354.81 | 06/13/17 | 338745 CORREA, LUIS | C |
| 02 | 00422112 | 17.66 | 06/13/17 | 366382 DEL BOSQUE, ESTEBAN | C |
| 02 | 00422113 | 402.14 | 06/13/17 | 275875 EAN HOLDINGS, LLC | C |
| 02 | 00422114 | 5,358.08 | 06/13/17 | 367346 FLEET SAFETY EQUIPMENT, INC. | C |
| 02 | 00422115 | 445.43 | 06/13/17 | 284297 FRONTIER SOUTHWEST INCORPORATED | C |
| 02 | 00422116 | 102.73 | 06/13/17 | 436496 GARZA, JOSE | C |
| 02 | 00422117 | 45.48 | 06/13/17 | 198633 GONZALEZ, NORMA | C |
| 02 | 00422118 | 781.34 | 06/13/17 | 15253 GULF COAST PAPER CO. | C |
| 02 | 00422119 | 125.00 | 06/13/17 | 289299 HOME DEPOT CREDIT SERVICES | C |
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| 02 | 00422121 | 21.66 | 06/13/17 | 196509 LOYA, JOSE I. JR. | C |
| 02 | 00422122 | 621.83 | 06/13/17 | 22438 MAGIC VALLEY ELECTRIC CO-OP, INC. | C |
| 02 | 00422123 | 32.10 | 06/13/17 | 386383 MAREZ, JOEL NOE | C |
| 02 | 00422124 | 43.34 | 06/13/17 | 393223 MARTINEZ, ROSABEL | C |
| 02 | 00422125 | 164.78 | 06/13/17 | 294527 MARTINEZ, RUTH M. | C |
| 02 | 00422126 | 120.96 | 06/13/17 | 23825 MCALLEN PUBLIC UTILITY | C |
| 02 | 00422127 | 61.66 | 06/13/17 | 138479 MILITARY HIGHWAY WATER SUPPLY CORP. | C |
| 02 | 00422128 | 93.65 | 06/13/17 | 364568 MIRELES, JOLIE SWAIN | C |
| 02 | 00422129 | 245.50 | 06/13/17 | 153842 NICHO PRODUCE CO, INC | C |
| 02 | 00422130 | 513.05 | 06/13/17 | 312231 OFFICE DEPOT | C |
| 02 | 00422131 | 79.78 | 06/13/17 | 210463 HOLLON OIL CO D/B/A OIL CAN HARRY'S | C |
| 02 | 00422132 | 594.61 | 06/13/17 | 296597 OLIVAREZ, EDUARDO | C |
| 02 | 00422133 | 12.00 | 06/13/17 | 388017 PATRICK, ARNOLD K. | C |
| 02 | 00422134 | 920.48 | 06/13/17 | 381594 PENA, GUSTAVO | C |
| 02 | 00422135 | 1,538.42 | 06/13/17 | 247448 PERFORMANCE FOOD GROUP OF TEXAS-VICTORIA | C |
| 02 | 00422136 | 4,802.48 | 06/13/17 | 277223 RELIANT, DEPT 0954 | C |
| 02 | 00422137 | 303.47 | 06/13/17 | 401854 REPUBLIC SERVICES#863 | C |
| 02 | 00422138 | 8,610.62 | 06/13/17 | 270113 ROY'S HAULING SERVICE, INC. | C |
| 02 | 00422139 | 21.66 | 06/13/17 | 257567 RUBIO, ELUID | C |
| 02 | 00422140 | 81.32 | 06/13/17 | 454176 SADA, YESENIA | C |
| 02 | 00422141 | 67.41 | 06/13/17 | 399388 SOLIS, PRISCILLA | C |

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| 02 | 00422147 | 500.00 | 06/13/17 | 312177 | TEEX | C |
| 02 | 00422148 | 131.00 | 06/13/17 | 311146 | DEPARTMENT OF STATE HEALTH SERVICES | C |
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| 02 | 00422150 | 244.46 | 06/13/17 | 392251 | WASTE CONNECTIONS OF TEXAS | C |
| 02 | 00422151 | 100.25 | 06/13/17 | 179337 | WASTE MANAGEMENT OF TEXAS, INC. | C |
| 02 | 00422152 | 145.00 | 06/13/17 | 220833 | WINDSHIELDS XPRESS | C |
| 02 | 00422153 | 513.64 | 06/13/17 | 89885 | ACTION HYDRAULIC HOSES, ETC. | C |
| 02 | 00422154 | 403.80 | 06/13/17 | 401374 | AIM MEDIA TEXAS OPERATING, LLC | C |
| 02 | 00422155 | 496.50 | 06/13/17 | 403709 | AL3 ENTERPRISES, LLC | C |
| 02 | 00422156 | 80.00 | 06/13/17 | 451096 | AMERICAN WATER SERVICES, LLC | C |
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| 02 | 00422159 | 371.62 | 06/13/17 | 337412 | AUTOZONE | C |
| 02 | 00422160 | 783.90 | 06/13/17 | 220205 | B & H PHOTO VIDEO | C |
| 02 | 00422161 | 2,781.95 | 06/13/17 | 4537 | BURTON AUTO SUPPLY, INC | C |
| 02 | 00422162 | 914.56 | 06/13/17 | 179272 | CANON FINANCIAL SERVICES INC. | C |
| 02 | 00422163 | 217.43 | 06/13/17 | 405736 | CANON SOLUTIONS AMERICA, INC. | C |
| 02 | 00422164 | 1,529.53 | 06/13/17 | 153915 | CDW GOVERNMENT INC. | C |
| 02 | 00422165 | 59.77 | 06/13/17 | 6696 | CITY OF PHARR | C |
| 02 | 00422166 | 358.43 | 06/13/17 | 6734 | CITY OF WESLACO | C |
| 02 | 00422167 | 59.22 | 06/13/17 | 6734 | CITY OF WESLACO | C |
| 02 | 00422168 | 16,500.00 | 06/13/17 | 356093 | CUARTITOS.COM | C |
| 02 | 00422169 | 290.00 | 06/13/17 | 247774 | D & R GLASS ETC INC. | C |
| 02 | 00422170 | 4,736.81 | 06/13/17 | 86525 | DELTA SPECIALTIES SUPPLY | C |
| 02 | 00422171 | 5,791.11 | 06/13/17 | 315354 | DEPARTMENT OF INFORMATION RESOURCES | C |
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| 02 | 00422176 | 20,248.85 | 06/13/17 | 125717 | FRONTERA MATERIALS, INC. | C |
| 02 | 00422177 | 8,056.88 | 06/13/17 | 125717 | FRONTERA MATERIALS, INC. | C |
| 02 | 00422178 | 630.00 | 06/13/17 | 321826 | G & K SERVICE INC. | C |
| 02 | 00422179 | 257.73 | 06/13/17 | 211567 | GE CAPITAL INFORMATION TECHNOLOGY SOLUTI | C |
| 02 | 00422180 | 617.50 | 06/13/17 | 192031 | GENERAL GARAGE DOOR SERVICES INC. | C |
| 02 | 00422181 | 1,447.46 | 06/13/17 | 15253 | GULF COAST PAPER CO. | C |
| 02 | 00422182 | 984.00 | 06/13/17 | 15261 | GULF DATA PRODUCTS | C |
| 02 | 00422183 | 806.13 | 06/13/17 | 242101 | H & V EQUIPMENT SERVICES INC | C |
| 02 | 00422184 | 133.81 | 06/13/17 | 242101 | H & V EQUIPMENT SERVICES INC. | C |
| 02 | 00422185 | 115.00 | 06/13/17 | 319201 | HIDALGO COUNTY SHERIFF'S DEPARTMENT | C |
| 02 | 00422186 | 22.00 | 06/13/17 | 432644 | HIDALGO COUNTY TAX ASSESSOR-COLLECTOR | C |
| 02 | 00422187 | 7.50 | 06/13/17 | 432644 | HIDALGO COUNTY TAX ASSESSOR-COLLECTOR | C |
| 02 | 00422188 | 7.50 | 06/13/17 | 432644 | HIDALGO COUNTY TAX ASSESSOR-COLLECTOR | C |
| 02 | 00422189 | 16.75 | 06/13/17 | 432644 | HIDALGO COUNTY TAX ASSESSOR-COLLECTOR | C |
| 02 | 00422190 | 22.00 | 06/13/17 | 432644 | HIDALGO COUNTY TAX ASSESSOR-COLLECTOR | C |
| 02 | 00422191 | 7.50 | 06/13/17 | 432644 | HIDALGO COUNTY TAX ASSESSOR-COLLECTOR | C |
| 02 | 00422192 | 22.00 | 06/13/17 | 432644 | HIDALGO COUNTY TAX ASSESSOR-COLLECTOR | C |
| 02 | 00422193 | 7.50 | 06/13/17 | 432644 | HIDALGO COUNTY TAX ASSESSOR-COLLECTOR | C |
| 02 | 00422194 | 7.50 | 06/13/17 | 432644 | HIDALGO COUNTY TAX ASSESSOR-COLLECTOR | C |
| 02 | 00422195 | 22.00 | 06/13/17 | 432644 | HIDALGO COUNTY TAX ASSESSOR-COLLECTOR | C |
| 02 | 00422196 | 7.50 | 06/13/17 | 432644 | HIDALGO COUNTY TAX ASSESSOR-COLLECTOR | C |

| Bank | Check No | Amount | Date | Vendor | | Type |
|---|---|---|---|---|---|---|
| 02 | 00422197 | 7.50 | 06/13/17 | 432644 | HIDALGO COUNTY TAX ASSESSOR-COLLECTOR | C |
| 02 | 00422198 | 141.30 | 06/13/17 | 94366 | BD HOLT CO | C |
| 02 | 00422199 | 292.63 | 06/13/17 | 94366 | BD HOLT CO | C |
| 02 | 00422200 | 1,693.05 | 06/13/17 | 405078 | INDUSTRIAL DISTRIBUTION GROUP | C |
| 02 | 00422201 | 24,957.20 | 06/13/17 | 428833 | KOFILE SYSTEMS, INC. | C |
| 02 | 00422202 | 810.00 | 06/13/17 | 23027 | KVAPIL, MARK A. | C |
| 02 | 00422203 | 290.62 | 06/13/17 | 22438 | MAGIC VALLEY ELECTRIC CO-OP, INC. | C |
| 02 | 00422204 | 30.00 | 06/13/17 | 291285 | MATHESON TRI-GAS INC. | C |
| 02 | 00422205 | 207.03 | 06/13/17 | 205826 | MCCOY'S BUILDING SUPPLY | C |
| 02 | 00422206 | 232.20 | 06/13/17 | 399086 | MELEC ENTERPRISES, LLC | C |
| 02 | 00422207 | 128.00 | 06/13/17 | 275506 | MOBILE RELAYS PARTNERS, LTD. | C |
| 02 | 00422208 | 247.74 | 06/13/17 | 414492 | MOUNTAIN GLACIER, LLC | C |
| 02 | 00422209 | 1,442.80 | 06/13/17 | 3166 | NEUHAUS & COMPANY | C |
| 02 | 00422210 | 630.54 | 06/13/17 | 195545 | NUECES POWER EQUIPMENT | C |
| 02 | 00422211 | 1,691.85 | 06/13/17 | 221945 | O'REILLY AUTOMOTIVE STORES, INC. | C |
| 02 | 00422212 | 4.95 | 06/13/17 | 27057 | OFFICE COMMUNICATIONS SYSTEMS | C |
| 02 | 00422213 | 7.00 | 06/13/17 | 91987 | PUEBLO TIRES LTD | C |
| 02 | 00422214 | 17.50 | 06/13/17 | 91987 | PUEBLO TIRES LTD | C |
| 02 | 00422215 | 7.00 | 06/13/17 | 315486 | RADIADORES DEL VALLE | C |
| 02 | 00422216 | 485.16 | 06/13/17 | 216607 | RIO HYDRAULIC, LLC | C |
| 02 | 00422217 | 1,219.00 | 06/13/17 | 283797 | ROMCO EQUIPMENT CO. | C |
| 02 | 00422218 | 1,892.85 | 06/13/17 | 269123 | RUSH TRUCK CENTERS OF TEXAS, LP | C |
| 02 | 00422219 | 1,025.15 | 06/13/17 | 339326 | SA-SO TIMEWISE | C |
| 02 | 00422220 | 237.50 | 06/13/17 | 211109 | SAFEGUARD UNIVERSAL LLC | C |
| 02 | 00422221 | 285.00 | 06/13/17 | 433098 | MIGUEL MIRELES JR | C |
| 02 | 00422222 | 230.00 | 06/13/17 | 338478 | SIFUENTES, JUAN | C |
| 02 | 00422223 | 238.14 | 06/13/17 | 319449 | STAPLES BUSINESS ADVANTAGE | C |
| 02 | 00422224 | 316.50 | 06/13/17 | 319449 | STAPLES BUSINESS ADVANTAGE | C |
| 02 | 00422225 | 359.40 | 06/13/17 | 231924 | TIME WARNER CABLE | C |
| 02 | 00422226 | 1,063.00 | 06/13/17 | 302007 | TIRE CENTERS, LLC | C |
| 02 | 00422227 | 1,300.00 | 06/13/17 | 38873 | TRUCKERS EQUIPMENT INC. | C |
| 02 | 00422228 | 763.65 | 06/13/17 | 401838 | U.S. BANK NATIONAL ASSOCIATION ND | C |
| 02 | 00422229 | 497.14 | 06/13/17 | 36927 | UNIFIRST HOLDINGS, INC | C |
| 02 | 00422230 | 306.00 | 06/13/17 | 287024 | VERIZON WIRELESS | C |
| 02 | 00422231 | 1,853.63 | 06/13/17 | 287024 | VERIZON WIRELESS | C |
| 02 | 00422232 | 15,639.39 | 06/13/17 | 40991 | GRAINGER | C |
| 02 | 00422233 | 1,039.69 | 06/13/17 | 40991 | W. W. GRAINGER INC. | C |
| 02 | 00422234 | 75.18 | 06/13/17 | 179337 | WASTE MANAGEMENT OF TEXAS, INC. | C |
| 02 | 00422235 | 203.95 | 06/13/17 | 179337 | WASTE MANAGEMENT OF TEXAS, INC. | C |
| 02 | 00422236 | 75.18 | 06/13/17 | 179337 | WASTE MANAGEMENT OF TEXAS, INC. | C |
| 02 | 00422237 | 460.47 | 06/13/17 | 439894 | CANTU, EDUARDO | C |
| 02 | 00422238 | 2,040.00 | 06/13/17 | 343277 | CITIBANK | C |
| 02 | 00422239 | 186.00 | 06/13/17 | 416290 | CONCHA, JAIME | C |
| 02 | 00422240 | 138.00 | 06/13/17 | 231452 | GARCIA, SAUL | C |
| 02 | 00422241 | 395.00 | 06/13/17 | 453773 | INTERNATIONAL MEETING PLANNERS, INC. | C |
| 02 | 00422242 | 395.00 | 06/13/17 | 453773 | INTERNATIONAL MEETING PLANNERS, INC. | C |
| 02 | 00422243 | 395.00 | 06/13/17 | 453773 | INTERNATIONAL MEETING PLANNERS, INC. | C |
| 02 | 00422244 | 395.00 | 06/13/17 | 453773 | INTERNATIONAL MEETING PLANNERS, INC. | C |
| 02 | 00422245 | 395.00 | 06/13/17 | 453773 | INTERNATIONAL MEETING PLANNERS, INC. | C |
| 02 | 00422246 | 108.00 | 06/13/17 | 99163 | LEAL, NORBERTO III | C |
| 02 | 00422247 | 138.00 | 06/13/17 | 306436 | MEDRANO, ENRIQUE | C |
| 02 | 00422248 | 246.00 | 06/13/17 | 448575 | MEDRANO, FRANCISCO T. | C |
| 02 | 00422249 | 451.82 | 06/13/17 | 24384 | MENGER HOTEL | C |
| 02 | 00422250 | 451.82 | 06/13/17 | 24384 | MENGER HOTEL | C |
| 02 | 00422251 | 451.82 | 06/13/17 | 24384 | MENGER HOTEL | C |

| Bank | Check No | Amount | Date | Vendor | Type |
|---|---|---|---|---|---|
| 02 | 00422252 | 451.82 | 06/13/17 | 24384 MENGER HOTEL | C |
| 02 | 00422253 | 444.81 | 06/13/17 | 333204 OMNI LA MANSION CORPORATION | C |
| 02 | 00422254 | 134.86 | 06/13/17 | 342807 PALACIOS, JOSEPH | C |
| 02 | 00422255 | 138.00 | 06/13/17 | 452858 PENA, JORGE | C |
| 02 | 00422256 | 138.00 | 06/13/17 | 453552 RANGEL, GUADALUPE | C |
| 02 | 00422257 | 108.00 | 06/13/17 | 323411 RIVERA, JOEL | C |
| 02 | 00422258 | 138.00 | 06/13/17 | 451126 SAENZ-SMITH, AMY | C |
| 02 | 00422259 | 129.00 | 06/13/17 | 305197 SOLIS, ERNESTO | C |
| **Total Bank No 02** | | **1,100,056.21** | | | |
| 04 | 00017606 | 665,465.61 | 06/06/17 | 169447 CITY OF WESLACO | C |
| 04 | 00017607 | 24,682.41 | 06/06/17 | 280046 L & G CONSULTING ENGINEERS, INC. | C |
| 04 | 00017608 | 37,716.00 | 06/06/17 | 280046 L & G CONSULTING ENGINEERS, INC. | C |
| 04 | 00017609 | 3,000.00 | 06/06/17 | 280046 L & G CONSULTING ENGINEERS, INC. | C |
| 04 | 00017610 | 55,310.00 | 06/06/17 | 280046 L & G CONSULTING ENGINEERS, INC. | C |
| 04 | 00017611 | 9,000.00 | 06/06/17 | 280046 L & G CONSULTING ENGINEERS, INC. | C |
| 04 | 00017612 | 4,440.54 | 06/06/17 | 280046 L & G CONSULTING ENGINEERS, INC. | C |
| 04 | 00017613 | 38,326.52 | 06/06/17 | 280046 L & G CONSULTING ENGINEERS, INC. | C |
| 04 | 00017614 | 5,614.55 | 06/06/17 | 280046 L & G CONSULTING ENGINEERS, INC. | C |
| 04 | 00017615 | 8,794.96 | 06/06/17 | 447927 LANDTITLE TEXAS, L.L.C. | C |
| 04 | 00017616 | 17,875.96 | 06/06/17 | 447927 LANDTITLE TEXAS, L.L.C. | C |
| 04 | 00017617 | 17,367.96 | 06/06/17 | 447927 LANDTITLE TEXAS, L.L.C. | C |
| 04 | 00017618 | 15,724.96 | 06/06/17 | 447927 LANDTITLE TEXAS, L.L.C. | C |
| 04 | 00017619 | 14,193.96 | 06/06/17 | 447927 LANDTITLE TEXAS, L.L.C. | C |
| 04 | 00017620 | 14,545.16 | 06/06/17 | 447927 LANDTITLE TEXAS, L.L.C. | C |
| 04 | 00017621 | 15,631.77 | 06/06/17 | 404322 TEXAS CORDIA CONSTRUCTION, LLC | C |
| 04 | 00017622 | 1,909.68 | 06/13/17 | 343854 DOS LOGISTICS, INC. | C |
| 04 | 00017623 | 3,243.93 | 06/13/17 | 410179 LHOIST NORTH AMERICA OF TEXAS, LTD | C |
| 04 | 00017624 | 798.98 | 06/13/17 | 449121 BADIOZZAMANI, ARON REZA | C |
| 04 | 00017625 | 36,000.00 | 06/13/17 | 280046 L & G CONSULTING ENGINEERS, INC. | C |
| 04 | 00017626 | 32,350.00 | 06/13/17 | 280046 L & G CONSULTING ENGINEERS, INC. | C |
| 04 | 00017627 | 52,307.96 | 06/13/17 | 447927 LANDTITLE TEXAS, L.L.C. | C |
| 04 | 00017628 | 94,308.96 | 06/13/17 | 447927 LANDTITLE TEXAS, L.L.C. | C |
| 04 | 00017629 | 115,920.96 | 06/13/17 | 447927 LANDTITLE TEXAS, L.L.C. | C |
| 04 | 00017630 | 146,286.96 | 06/13/17 | 447927 LANDTITLE TEXAS, L.L.C. | C |
| 04 | 00017631 | 154,045.96 | 06/13/17 | 447927 LANDTITLE TEXAS, L.L.C. | C |
| 04 | 00017632 | 188,024.96 | 06/13/17 | 447927 LANDTITLE TEXAS, L.L.C. | C |
| 04 | 00017633 | 203,052.96 | 06/13/17 | 447927 LANDTITLE TEXAS, L.L.C. | C |
| 04 | 00017634 | 33,102.60 | 06/13/17 | 447927 LANDTITLE TEXAS, L.L.C. | C |
| 04 | 00017635 | 32,624.60 | 06/13/17 | 447927 LANDTITLE TEXAS, L.L.C. | C |
| 04 | 00017636 | 257,380.13 | 06/13/17 | 229245 SIERRA TITLE OF HIDALGO COUNTY, INC. | C |
| 04 | 00017637 | 3,994.00 | 06/13/17 | 369756 TERRACON CONSULTANTS, INC. | C |
| 04 | 00017638 | 12,954.64 | 06/13/17 | 169498 URBAN COUNTY PROGRAM | C |
| **Total Bank No 04** | | **2,315,997.64** | | | |
| 05 | 00025956 | 32.18 | 05/31/17 | 349453 PRE-PAID LEGAL SERVICES, INC | C |
| 05 | 00025957 | 100.00 | 05/31/17 | 157228 HIDALGO CO. UNITED WAY | C |
| 05 | 00025958 | 12,768.22 | 06/06/17 | 441244 CONTINENTAL AMERICAN INSURANCE COMPANY | C |
| 05 | 00025959 | 9,947.93 | 06/06/17 | 217972 ALLSTATE WORKPLACE DIVISION | C |
| 05 | 00025960 | 82,512.28 | 06/06/17 | 441252 AMERITAS LIFE INSURANCE CORP. | C |
| 05 | 00025961 | 19,381.12 | 06/06/17 | 441260 AVESIS THIRD PARTY ADMINISTRATORS, INC. | C |
| 05 | 00025962 | 15,617.62 | 06/06/17 | 373273 COLONIAL LIFE & ACCIDENT INSURANCE CO. | C |
| 05 | 00025963 | 21,225.23 | 06/06/17 | 441279 HUMANA INSURANCE COMPANY | C |
| 05 | 00025964 | 25,879.94 | 06/06/17 | 441287 TEXAS LIFE INSURANCE COMPANY | C |
| 05 | 00025965 | 29,630.59 | 06/06/17 | 368059 UNUM LIFE INSURANCE COMPANY OF AMERICA | C |
| 05 | 00025966 | 23.00 | 06/09/17 | 157228 HIDALGO CO. UNITED WAY | C |

| Bank | Check No | Amount | Date | Vendor | Type |
|---|---|---|---|---|---|
| 05 | 00025967 | 5,347.28 | 06/09/17 | 158275 BOUDLOCHE, CINDY | C |
| 05 | 00025968 | 1,740.00 | 06/09/17 | 252123 COMBINED LAW ENFORCEMENT ASSOC OF TEXAS | C |
| 05 | 00025969 | 420.00 | 06/09/17 | 262838 HIDALGO CO ADULT PROBATION | C |
| 05 | 00025970 | 1,182.25 | 06/09/17 | 157228 HIDALGO CO. UNITED WAY | C |
| 05 | 00025971 | 230.00 | 06/09/17 | 261394 HIDALGO COUNTY SHERIFF LAW ENFORCE ASSOC | C |
| 05 | 00025972 | 4,921.00 | 06/09/17 | 282944 HIDALGO COUNTY SHERIFF'S ASSOCIATION | C |
| 05 | 00025973 | 1,024.80 | 06/09/17 | 167479 TEXAS GUARANTEED STUDENT LOAN CORPORATIO | C |
| 05 | 00025974 | 363.68 | 06/09/17 | 285269 DEPT. OF CHILD SUPPORT SERVICES | C |
| 05 | 00025975 | 15.03 | 06/09/17 | 435872 EDUCATIONAL CREDIT MANAGEMENT CORP. | C |
| 05 | 00025976 | 6.00 | 06/09/17 | 262838 HIDALGO CO ADULT PROBATION | C |
| 05 | 00025977 | 449.26 | 06/09/17 | 266795 DIVISION OF CHILD SUPPORT SERVICES | C |
| 05 | 00025978 | 4,018.33 | 06/09/17 | 349453 PRE-PAID LEGAL SERVICES, INC | C |
| 05 | 00025979 | 89.34 | 06/09/17 | 349453 PRE-PAID LEGAL SERVICES, INC | C |
| 05 | 00025980 | 358.26 | 06/09/17 | 336653 SERVICE EMPLOYEES INTERNATIONAL UNION | C |
| 05 | 00025981 | 35.00 | 06/09/17 | 191167 SOUTH TEXAS COLLEGE | C |
| 05 | 00025982 | 246.30 | 06/09/17 | 201324 U.S. DEPARTMENT OF EDUCATION | C |
| 05 | 00025983 | 195.09 | 06/09/17 | 201324 U.S. DEPARTMENT OF EDUCATION | C |
| 05 | 00025984 | 10,414.47 | 06/13/17 | 388645 DEARBORN NATIONAL LIFE INSURANCE COMPANY | C |
| 05 | 00025985 | 960,204.22 | 06/13/17 | 209759 PROPRIETARY FUND | C |
| **Total Bank No 05** | | **1,208,378.42** | | | |
| 07 | 00006386 | 754.40 | 06/06/17 | 343277 CITIBANK | C |
| 07 | 00006387 | 199.00 | 06/06/17 | 177245 SKILLPATH/NST SEMINARS | C |
| 07 | 00006388 | 199.00 | 06/06/17 | 177245 SKILLPATH/NST SEMINARS | C |
| 07 | 00006389 | 108,639.84 | 06/13/17 | 349399 AETNA LIFE INSURANCE COMPANY | C |
| 07 | 00006390 | 75,256.32 | 06/13/17 | 349399 AETNA LIFE INSURANCE COMPANY | C |
| 07 | 00006391 | 398.94 | 06/13/17 | 211567 GE CAPITAL INFORMATION TECHNOLOGY SOLUTI | C |
| 07 | 00006392 | 199.59 | 06/13/17 | 179442 IVAN'S AUTOMOTIVE | C |
| 07 | 00006393 | 28.00 | 06/13/17 | 414492 MOUNTAIN GLACIER, LLC | C |
| **Total Bank No 07** | | **185,675.09** | | | |
| 15 | 00031690 | -298.03 | 05/31/17 | 444545 CAVAZOS, ROBERTO N. | CV |
| 15 | 00031755 | 1,069.89 | 06/06/17 | 369837 AVILA, PATRICIO R. | C |
| 15 | 00031756 | 1,625.54 | 06/06/17 | 238481 BARCO, ANTONIO | C |
| 15 | 00031757 | 6,163.01 | 06/06/17 | 344168 BOYS & GIRLS CLUB OF EDINBURG RGV, INC. | C |
| 15 | 00031758 | 1,184.34 | 06/06/17 | 255521 CHILDREN'S ADVOCACY CENTER OF HIDALGO | C |
| 15 | 00031759 | 678.21 | 06/06/17 | 408735 COCA, NAPOLEON DANIEL | C |
| 15 | 00031760 | 192.07 | 06/06/17 | 384445 DEL BOSQUE, ROJELIO JR | C |
| 15 | 00031761 | 24,000.00 | 06/06/17 | 266345 EMIGDIO VILLANUEVA | C |
| 15 | 00031762 | 443.80 | 06/06/17 | 344036 GARZA, IRMA | C |
| 15 | 00031763 | 55,040.67 | 06/06/17 | 344834 HIDALGO COUNTY TREASURER | C |
| 15 | 00031764 | 57,937.50 | 06/06/17 | 215791 JAVIER HINOJOSA ENGINEERING | C |
| 15 | 00031765 | 42.80 | 06/06/17 | 344648 MARTINEZ, FRANCISCO M. | C |
| 15 | 00031766 | 11,895.99 | 06/06/17 | 343714 PROYECTO AZTECA | C |
| 15 | 00031767 | 23,896.00 | 06/06/17 | 407941 RG ENTERPRISES LLC | C |
| 15 | 00031768 | 1,486.65 | 06/06/17 | 344443 SENIOR COMMUNITY OUTREACH SERVICES, INC. | C |
| 15 | 00031769 | 832.88 | 06/06/17 | 310654 SERNA, DIANA R | C |
| 15 | 00031770 | 7,135.72 | 06/06/17 | 169498 URBAN COUNTY PROGRAM | C |
| 15 | 00031771 | 2,769.46 | 06/06/17 | 41998 WOMEN TOGETHER FOUNDATION INC. | C |
| 15 | 00031772 | 3,060.00 | 06/13/17 | 216119 AFFORDABLE HOMES OF SOUTH TEXAS, INC. | C |
| 15 | 00031773 | 32,788.59 | 06/13/17 | 409545 CASTILLO, LINDA | C |
| 15 | 00031774 | 200.10 | 06/13/17 | 444545 CAVAZOS, ROBERTO N. | C |
| 15 | 00031775 | 1,365.00 | 06/13/17 | 383465 EASTER SEALS RIO GRANDE VALLEY, INC. | C |
| 15 | 00031776 | 10.17 | 06/13/17 | 344036 GARZA, IRMA | C |
| 15 | 00031777 | 614.77 | 06/13/17 | 22438 MAGIC VALLEY ELECTRIC CO-OP, INC. | C |
| 15 | 00031778 | 40,303.15 | 06/13/17 | 343714 PROYECTO AZTECA | C |

A/P Summary Check Register FPREG01A

| Bank | Check No | Amount | Date | Vendor | | Type |
|---|---|---|---|---|---|---|
| 15 | 00031779 | 23,896.00 | 06/13/17 | 407941 | RG ENTERPRISES LLC | C |
| 15 | 00031780 | 272.26 | 06/13/17 | 344184 | SAN ANTONIO RETAIL MERCHANTS ASSOCIATION | C |
| 15 | 00031781 | 111.30 | 06/13/17 | 344443 | SENIOR COMMUNITY OUTREACH SERVICES, INC. | C |
| 15 | 00031782 | 179,676.90 | 06/13/17 | 404322 | TEXAS CORDIA CONSTRUCTION, LLC | C |
| 15 | 00031783 | 75.98 | 06/13/17 | 287024 | VERIZON WIRELESS | C |
| 15 | 00031784 | 1,329.44 | 06/13/17 | 41998 | WOMEN TOGETHER FOUNDATION INC. | C |
| **Total Bank No 15** | | **479,800.16** | | | | |

| | |
|---|---|
| **Total Manual Checks** | **.00** |
| **Total Computer Checks** | **9,666,913.84** |
| **Total ACH Checks** | **.00** |
| **Total Other Checks** | **.00** |
| **Total Electronic Checks** | **.00** |
| **Total Computer Voids** | **-1,999.53** |
| **Total Manual Voids** | **.00** |
| **Total ACH Voids** | **.00** |
| **Total Other Voids** | **.00** |
| **Total Electronic Voids** | **.00** |
| **Grand Total** | **9,664,914.31** |
| **Number of Checks** | **1,263** |

| Batch Yr | Batch No | Amount |
|---|---|---|
| 17 | 001119 | -540.00 |
| 17 | 001304 | -22.00 |
| 17 | 001310 | -1,024.00 |
| 17 | 001492 | -298.03 |
| 17 | 001549 | -108.00 |
| 17 | 001615 | -7.50 |
| 17 | 001884 | 77,320.28 |
| 17 | 001886 | 35,881.82 |
| 17 | 001887 | 36,662.02 |
| 17 | 001890 | 100.00 |
| 17 | 001902 | 59,826.26 |
| 17 | 001904 | 32.18 |
| 17 | 001916 | 78,613.92 |
| 17 | 001917 | 358.83 |
| 17 | 001918 | 61,255.27 |
| 17 | 001921 | 104,979.94 |
| 17 | 001922 | 12,467.65 |
| 17 | 001923 | 52,373.57 |
| 17 | 001924 | 22,610.63 |
| 17 | 001925 | 9,992.32 |
| 17 | 001926 | 98,330.20 |
| 17 | 001927 | 960,572.16 |
| 17 | 001928 | 28,081.16 |
| 17 | 001934 | 14,330.00 |
| 17 | 001935 | 10,762.50 |
| 17 | 001936 | 13,077.50 |
| 17 | 001937 | 32,697.50 |
| 17 | 001938 | 29,022.50 |
| 17 | 001939 | 44,967.50 |
| 17 | 001940 | 17,072.50 |
| 17 | 001944 | 49,548.76 |
| 17 | 001945 | 233,393.19 |
| 17 | 001949 | 28,120.00 |
| 17 | 001951 | 340.50 |
| 17 | 001972 | 314,747.08 |
| 17 | 001975 | 50,582.89 |

| Bank | Check No | Amount | Date | Vendor | | | Type |
|---|---|---|---|---|---|---|---|
| | | | | | 17 | 001980 | 47,337.39 |
| | | | | | 17 | 001986 | 460.43 |
| | | | | | 17 | 001988 | 196,394.53 |
| | | | | | 17 | 002014 | 1,185,486.61 |
| | | | | | 17 | 002017 | 820.93 |
| | | | | | 17 | 002018 | 55,259.22 |
| | | | | | 17 | 002020 | 5,358.08 |
| | | | | | 17 | 002022 | 231,814.06 |
| | | | | | 17 | 002025 | 250,432.22 |
| | | | | | 17 | 002029 | 34,989.94 |
| | | | | | 17 | 002030 | 2,817.20 |
| | | | | | 17 | 002032 | 14,865.33 |
| | | | | | 17 | 002037 | 23.00 |
| | | | | | 17 | 002039 | 36,654.66 |
| | | | | | 17 | 002042 | 37,232.76 |
| | | | | | 17 | 002044 | 65,916.89 |
| | | | | | 17 | 002045 | 1,461,343.31 |
| | | | | | 17 | 002048 | 164,472.71 |
| | | | | | 17 | 002052 | 40,643.58 |
| | | | | | 17 | 002054 | 8,505.00 |
| | | | | | 17 | 002059 | 9,502.50 |
| | | | | | 17 | 002063 | 955.92 |
| | | | | | 17 | 002064 | 54,082.17 |
| | | | | | 17 | 002065 | 7,237.50 |
| | | | | | 17 | 002066 | 31,272.50 |
| | | | | | 17 | 002067 | 35,502.50 |
| | | | | | 17 | 002068 | 19,060.00 |
| | | | | | 17 | 002069 | 16,405.00 |
| | | | | | 17 | 002070 | 20,313.41 |
| | | | | | 17 | 002074 | 13,800.00 |
| | | | | | 17 | 002075 | 2,802,728.77 |
| | | | | | 17 | 002078 | 13,270.16 |
| | | | | | 17 | 002081 | 4,883.04 |
| | | | | | 17 | 002093 | 23,795.49 |
| | | | | | 17 | 002094 | 5,776.29 |
| | | | | | 17 | 002095 | 2,279.52 |
| | | | | | 17 | 002098 | 3,396.93 |
| | | | | | 17 | 002099 | 283,703.66 |

Report Date 06/12/17 09:26 AM

Hidalgo County

For: 05/30/17 - 06/13/ 1-7

Historic Check Register

All Checks

HHCHK01A

| EMPLOYEE_NO | EMPLOYEE_NAME | CHECK_KEY | CHECK_DATE | NET_PAY |
|---|---|---|---|---|
| 26573 | PALACIOS, JAIME JOEL | 600998072 | 5/31/2017 | 4019.24 |
| 56588 | ESPINOZA, CARLOS E | 600998073 | 5/31/2017 | 2555.58 |
| 188743 | BANALES, J. MANUEL | 600998074 | 5/31/2017 | 532.14 |
| 221341 | GARCIA, EVERARDO | 600998075 | 5/31/2017 | 2321.28 |
| 221350 | GARZA, ROBERT | 600998076 | 5/31/2017 | 2321.28 |
| 221341 | GARCIA, EVERARDO | 600998077 | 5/31/2017 | 2321.28 |
| | CHECK COUNT 6 | | Total Net Pay | 14,070.80 |

**AI-60295** **Auditor's Office** **2. A.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted By:** Monica Salinas, EXECUTIVE OFFICE

**Department:** EXECUTIVE OFFICE

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**Information**

**CAPTION**

Presentation of Fund Information Report

**BACKGROUND**

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**Fiscal Impact**

**Attachments**

letter & report

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**Form Review**

Form Started By: Monica Salinas Started On: 06/13/2017 10:38 AM

Final Approval Date: 06/13/2017

# County Auditor's

# Fund

# Information Report
# Commissioners' Court Meeting

## June 13, 2017

Prepared by the Office of the County Auditor

Raymundo Eufracio, C.P.A

# County of Hidalgo

## County Auditors

## Agenda Information

## Report

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A. Letter of Agenda Concerns

B. Fund Balance- General Fund

C. Schedule of Unreserved Unbudgeted Fund Balances - All Funds

D. Schedule of Reserved Fund Balances – All Funds

E. Hidalgo County Indigent Health Care Fund Report

# A. Letter of Concern

# COUNTY of HIDALGO

**HIDALGO COUNTY AUDITOR'S OFFICE**
**Hidalgo County Administration Building**
**2808 South Business Highway 281**
**Edinburg, Texas 78539-6243**
**PHONE: (956) 318-2511**
**FAX: (956) 318-2577**
**WEBSITE: www.co.hidalgo.tx.us/auditor**





EDINBURG, TEXAS 78539

June 13, 2017

Honorable Ramon Garcia, County Judge
Honorable David L. Fuentes, Commissioner, Precinct No. 1
Honorable Eduardo "Eddie" Cantu, Commissioner, Precinct No. 2
Honorable Jose M. Flores, Commissioner, Precinct No. 3
Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Agenda Concerns

Dear Judge and Commissioners:

***In accordance with Local Government Code Section 111.093, a requisition issued or a contract for work, labor, services, or materials and supplies is not binding until the county auditor certifies that the budget contains an ample provision for the obligation and that funds are or will be available to pay the obligation when due. Recommend that agreements/contracts be revised to include the County Auditor's signature as certification of available funds.***

Consent Agenda Item 11.B. (AI-60055) – Purchasing Department
Point of Information: The amounts on the agenda caption for requisition 343161 were amended as follows: monthly equipment cost of $96.68 and monthly service cost of $94.58 for a total monthly cost of $191.26.

Regular Agenda Item 10.B. (AI-60249) – Executive Office
Recommend No Action: The MOU contains blanks in numbered paragraphs 5 and 6. In addition, Exhibits A and B have not been completed. Also, legal counsel's review and approval of the MOU was not documented.

Regular Agenda Item 11.D. (AI-60224) – Human Resources for Elections
Recommend No Action: Pursuant to the Fiscal Note, funding is undetermined.

Regular Agenda Item 18.E.1 (AI-60251) – Purchasing Department for Precinct No. 4
Recommend No Action: Legal counsel's review and approval of the Agreement was not documented.

Respectfully,

Ray Eufracio, CPA
Hidalgo County Auditor

# B. Report On Unappropriated Fund Balance - General Fund

County of Hidalgo, Texas
Statement of Revenues, Expenditures and Changes in Fund Balance - Budget to Actual
General Fund
As of June 13 2017

| | 2016 Original Budget | 2016 Adjusted Budget | 2016 Actual | % Actual To Adjusted Budget |
|---|---|---|---|---|
| 2016 Revenues and other financing sources (See Schedule A) | 184,606,362 | 185,492,700 | 193,171,810 | 104.1% |
| 2016 Expenditures and other financing uses (See Schedule B) | 189,336,719 | 200,091,863 | 188,767,746 | 94.3% |
| Excess (deficiency) of revenues and other financing sources over (under) expenditures and other financing uses | (4,730,357) | (14,599,162) | 4,404,064 | |
| Adjusted, unassigned fund balance at January 1, 2016 | 26,426,520 | 26,426,520 | 26,426,520 | |
| Prior Period Adjustment | | 22,108 | 22,108 | |
| Unreserved (reserved) fund balance | - | 1,283,718 | 1,283,718 | |
| 2016 Unadjusted, unassigned fund balance at December 31, 2016 | 21,696,163 | 13,133,184 | 32,136,411 | |

| | 2017 Original Budget | 2017 Adjusted Budget | 2017 Actual | % Actual To Adjusted Budget |
|---|---|---|---|---|
| 2017 Revenues and other financing sources (See Schedule A) | 194,269,170 | 194,269,505 | 73,173,500 | 37.7% |
| 2017 Expenditures and other financing uses (See Schedule B) | 194,269,170 | 203,251,438 | 78,245,811 | 38.5% |
| Excess (deficiency) of revenues and other financing sources over (under) expenditures and other financing uses | - | (8,981,933) | (5,072,311) | |
| *2016 Unadjusted, unassigned fund balance at December 31, 2016 | 32,136,411 | 32,136,411 | 32,136,411 | |
| Adjusting journal entries | | 37,017 | 37,017 | |
| Unreserved (reserved) fund balance | - | 6,518,295 | 6,518,295 | |
| 2017 Unadjusted, unassigned fund balance As of June 13, 2017 | 32,136,411 | 29,709,790 | 33,619,412 | |

| | |
|---|---|
| Requested Changes on the Current June 13, 2017 Agenda | |
| Consent Agenda | |
| Item 4.D.: Co Wide Adm - Contingency | 90,000 |
| Item 4.D.: Visiting Judges | (90,000) |
| Item 4.F.: DA Civil Litigation | 5,070 |
| Item 4.F.: Criminal DA | (5,070) |
| Item 4.G.: Co Wide Adm - Contingency | 1,950 |
| Item 4.G.: CCL #8 | (1,950) |
| Item 4.H.: Pct.4 Parks | 89,360 |
| Item 4.H.: Pct.4 Milo Ponce Park | (89,360) |
| Item 4.J.: Pct.4 Sanitation | 6,730 |
| Item 4.J.: Pct.4 Doolittle Recovery Project | (6,730) |
| Item 4.K.: Pct.4 Parks | 548 |
| Item 4.K.: Pct.4 CRC-Sunflower | (548) |
| Item 10.E.1.: Transfers Out - R&B | 24,108 |
| Item 10.E.1.: Pct.4 Sanitation | (24,108) |
| Regular Agenda | |
| Item 11.A.: Co Wide Adm - Contingency | 45,513 |
| Item 11.A.: Veterans Services | (45,513) |
| Item 20.C.1.: Transfers In | 50,000 |
| Item 20.C.1.: Health Adm El Milagro | (50,000) |
| | - |
| **Unadjusted 2017 Unassigned Fund Balance for General Fund as of June 13, 2017 If Requested Changes are Approved** | 29,709,790 |

| | |
|---|---|
| *2016 Unadjusted, unassigned F/B at 12/31/16 | $ 32,136,411 |
| 2016 Adjustments to F/B at 6/13/17 | 37,017 |
| 2016 Adjustments to unreserved/reserved F/B | (1,913,992) |
| 2016 Unadjusted, unreserved F/B at 6/13/17 | $ 30,259,436 |

**GENERAL FUND BUDGET AMENDMENTS**
**COMMISSIONERS' COURT MEETINGS**
**As of June 13 2017**

**SCHEDULE A- BUDGET AMENDMENTS TO 2017 ESTIMATED REVENUES**

| | | |
|---|---|---|
| 2017 Original Budget | | $ 194,269,169.84 |
| **Adjustments to the 2017 Estimated Revenues** | | |
| APPROVED 2017 CHANGES BY COURT ON JANUARY 10, 2017 AGENDA | 335.28 | |
| 1/10/2017 Increase to Estimated Revenue | 335.28 | |
| **Total Adjustments to the 2017 Estimated Revenues** | | 335.28 |
| **Total 2017 Approved Original Estimated Revenues and Budget Amendments** | | **$ 194,269,505.12** |

**SCHEDULE B - BUDGET AMENDMENTS TO 2017 APPROPRIATIONS**

| | | |
|---|---|---|
| 2017 Original Budget | | 194,269,169.84 |
| Prior Approved Carryovers - Fund 1280 | | 2,430,622.87 |
| Prior Approved Carryovers - Fund 1281 | | 86,091.83 |
| Prior Approved Carryovers - Fund 1285 | | 106,037.11 |
| Prior Approved Carryovers - Fund 1293 | | 223,923.60 |
| Prior Approved Carryovers - Fund 1301 | | 19,393.84 |
| Prior Approved Carryovers - Fund 1315 | | 182,345.82 |
| **Amendments Approved by Commissioners' Court and as Presented by the Budget Office** | | |
| APPROVED 2017 CHANGES BY COURT ON DECEMBER 13, 2016 AGENDA | | |
| APPROVED 2017 CHANGES BY COURT ON JANUARY 10, 2017 AGENDA | | |
| Consent Agenda | | |
| Item 6.B.: Co Wide Adm - Contingency | (10,064.40) | |
| Item 6.B.: CCL#1 | 10,064.40 | |
| Item 6.E.: Pct.4 Sanitation | (975.76) | |
| Item 6.E.: Pct.4 Emergency Services Linn/CRC Sunflower | 975.76 | |
| Item 6.G.: Pct.4 Parks | (668.48) | |
| Item 6.G.: Pct.4 Emergency Services Linn | 668.48 | |
| Item 6.H.: Pct.4 Emergency Services Linn/CRC Sunflower | (11,550.00) | |
| Item 6.H.: Pct.4 Emergency Services Linn/CRC Sunflower | 11,550.00 | |
| Item 13.F.2.: Facilities | 335.28 | |
| | 335.28 | |
| APPROVED 2017 CHANGES BY COURT ON JANUARY 24, 2017 AGENDA | | |
| Consent Agenda | | |
| Item 6.A.: Co Wide Adm - Contingency | (1,773.10) | |
| Item 6.A.: CCL#4 | 1,773.10 | |
| Item 6.F.: Jail | (39,694.00) | |
| Item 6.F.: Sheriff | 39,694.00 | |
| Item 6.G.: Pct.4 Sanitation | (1,259.00) | |
| Item 6.G.: Pct.4 CRC-Sunflower | 1,259.00 | |
| Item 12.G.1.: Transfers Out - R&B Fund | (74,339.05) | |
| Item 12.G.1.: Pct.4 CRC Sunflower/SH107 | 74,339.05 | |
| Regular Agenda | - | |
| Item 18.C.1.: 1115 Waiver DSRIP | 1,389,912.00 | |
| Item 18.C.2.: Economic Development | 254,500.00 | |
| | 1,644,412.00 | |
| APPROVED 2017 CHANGES BY COURT ON JANUARY 24, 2017 AGENDA | | |
| Consent Agenda | | |
| Item 4.A.: General Litigation | 241,000 | |
| Item 4.A.: Co Wide Adm - Contingency | (241,000) | |
| Item 4.B.: Co Wide Adm - Contingency | 241,000 | |
| Item 4.B.: Humane Society | (241,000) | |
| Item 4.D.: County Commissioners | 5,000 | |
| Item 4.D.: Independent Audit | (5,000) | |
| Item 4.E.: Co Wide Adm - Contingency | 100 | |
| Item 4.E.: CCL#1 | (100) | |

**SCHEDULE B - BUDGET AMENDMENTS TO 2017 APPROPRIATIONS**

| | | |
|---|---|---|
| Item 4.F.: | Co Wide Adm - Contingency | 20,987 |
| Item 4.F.: | 398th DC | (20,987) |
| Item 4.H.: | Pct.4 Parks | 195 |
| Item 4.H.: | Pct.4 Emergency Services Linn | (195) |
| Item 4.I.: | Pct.4 Sanitation | 851 |
| Item 4.I.: | Pct.4 Emergency Services Linn | (851) |
| Regular Agenda | | |
| Item 10.B.: | Planning Department | 135,731 |
| Item 10.B.: | Environmental Compliance | (93,441) |
| Item 10.B.: | Nuisance Abatement Program | (42,290) |
| Item 10.C.: | DBM-Budget Division | 19,020 |
| Item 10.C.: | Facilities Management | (19,020) |
| Item 17.A.: | GF-Restricted F/B-Elections Contract | 50,000 |
| | | 50,000.00 |
| APPROVED 2017 CHANGES BY COURT ON FEBRUARY 21, 2017 AGENDA | | - |
| APPROVED 2017 CHANGES BY COURT ON MARCH 7, 2017 AGENDA | | - |
| APPROVED 2017 CHANGES BY COURT ON MARCH 21, 2017 AGENDA | | |
| Consent Agenda | | |
| Item 5.B.: | Co Wide Adm - Contingency | (48,090.00) |
| Item 5.B.: | Pct.4 Parks | 48,090.00 |
| Item 5.C.: | New Courthouse | (395,000.00) |
| Item 5.C.: | Pct.4 New Motor Pool | 161,950.00 |
| Item 5.C.: | Pct.4 Sanitation | 233,050.00 |
| Item 5.D.: | Co Wide Adm - Contingency | (754.88) |
| Item 5.D.: | County Court at Law#1 | 754.88 |
| Item 5.F.: | Pct.2 Sanitation | (45,255.08) |
| Item 5.F.: | Pct.2 CRC Youth Facility Project | 45,255.08 |
| Item 5.H.: | Pct.4 Sanitation | (1,081.00) |
| Item 5.H.: | Pct.4 Emergency Service Linn | 1,081.00 |
| Regular Agenda | | |
| Item 22.B.2.: | New Courthouse | 3,951,866.52 |
| Item 22.B.3.: | Pct.3 Parks | 279,375.11 |
| | | 4,231,241.63 |
| APPROVED 2017 CHANGES BY COURT ON APRIL 5, 2017 AGENDA | | |
| Consent Agenda | | |
| Item 4.E.: | Pct.4 Doolittle Recovery Project | (14,640) |
| Item 4.E.: | Pct.4 Restitution | 14,640 |
| Regular Agenda | | |
| Item 13.C.3.: | Co Wide Adm - Contingency | (36,256) |
| Item 13.C.3.: | Pct.2 Parks | 36,256 |
| Item 21.C.3.: | Bail Bond Board | (5,500) |
| Item 21.C.3.: | Co Wide Adm - Contingency | 5,500 |
| Item 21.C.3.: | GF-Restricted F/B-Bail Bond Board | 7,864 |
| | | 7,864.00 |
| APPROVED 2017 CHANGES BY COURT ON APRIL 18, 2017 AGENDA | | - |
| APPROVED 2017 CHANGES BY COURT ON MAY 2, 2017 AGENDA | | - |
| APPROVED 2017 CHANGES BY COURT ON MAY 16, 2017 AGENDA | | - |
| APPROVED 2017 CHANGES BY COURT ON MAY 30, 2017 AGENDA | | - |

| | | |
|---|---|---|
| **Total approved Budget Amendments from December 13, 2016 through May 16, 2017 as presented by Budget Office** | | **5,933,852.91** |
| **Total 2017 Approved Original Budget Appropriations and Budget Amendments** | | **$ 203,251,437.82** |

## C. Schedule of Unreserved Unbudgeted Fund Balances – All Funds

**COUNTY OF HIDALGO, TEXAS**
**SCHEDULE OF UNRESERVED UNBUDGETED FUND BALANCES**
**As of June 13 2017**

| Account Number | Account Description | Amount | Available for Appropriation |
|---|---|---|---|
| 7-1100-258-00-000-000-0-000 | GEN FD-UNASSIGNED FUND BALANCE | (38,691,722.95) | |
| 7-1100-270-00-000-000-0-000 | GEN FD-BUDGETED FUND BALANCE | 8,981,932.70 | (29,709,790.25) |
| 7-1200-258-00-000-000-0-000 | R&B FUND-UNASSIGNED FUND BALANCE | (8,198,411.60) | |
| 7-1200-270-00-000-000-0-000 | R&B FUND-FUND BAL-BUDGETED | 7,280,183.74 | (918,227.86) |
| 7-1220-258-00-000-000-0-000 | LEOSE FUND-UNASSIGNED FUND BALANCE | (25,503.89) | |
| 7-1220-270-00-000-000-0-000 | LEOSE FUND-BUDGETED FUND BALANCE | 14,840.30 | (10,663.59) |
| 7-1221-258-00-000-000-0-000 | DA VEH THEFT-UNASSIGNED FUND BALANCE | (31.92) | |
| 7-1221-270-00-000-000-0-000 | DA VEH THEFT-BUDGETED FUND BALANCE | 31.92 | - |
| 7-1222-258-00-000-000-0-000 | DA CHECK FRAUD-UNASSIGNED FUND BALANC | (162,939.46) | |
| 7-1222-270-00-000-000-0-000 | DA CHECK FRAUD-BUDGETED FUND BALANCE | 108,300.00 | (54,639.46) |
| 7-1223-258-00-000-000-0-000 | DA CCP59-UNASSIGNED FUND BALANCE | (5,845,698.14) | |
| 7-1223-270-00-000-000-0-000 | DA CCP59-BUDGETED FUND BALANCE | 1,739,234.80 | (4,106,463.34) |
| 7-1224-258-00-000-000-0-000 | DRUG ABUSE PREV/REHAB-UNASSIGNED F/B | (398,452.21) | |
| 7-1224-270-00-000-000-0-000 | DRUG ABUSE PREV/REHAB-BUDGETED FUND | - | (398,452.21) |
| 7-1225-258-00-000-000-0-000 | PRETRIAL INTRVNTN PRG-UNASSIGNED F/B | (214,545.32) | |
| 7-1225-270-00-000-000-0-000 | PRETRIAL INTRVNTN PRG-BUDGETED FUND B. | 169,550.00 | (44,995.32) |
| 7-1226-258-00-000-000-0-000 | SHERIFF INVESTIG-UNASSIGNED FUND BALAN | (18,923.89) | |
| 7-1226-270-00-000-000-0-000 | SHERIFF INVESTIG-BUDGETED FUND BALANCI | - | (18,923.89) |
| 7-1227-258-00-000-000-0-000 | SHERIFF CCP59-UNASSIGNED FUND BALANCE | (1,493,386.87) | |
| 7-1227-270-00-000-000-0-000 | SHERIFF CCP59-BUDGETED FUND BALANCE | 326,745.00 | (1,166,641.87) |
| 7-1228-258-00-000-000-0-000 | SHRF FED SHRG-US TREAS-UNASSIGNED F/B | (397,063.19) | |
| 7-1228-270-00-000-000-0-000 | SHRF FED SHRG-US TREAS-BUDGETED FUND | 190,000.00 | (207,063.19) |
| 7-1229-258-00-000-000-0-000 | SHRF FED SHRG-USDJ-UNASSIGNED F/B | (1,229,170.45) | |
| 7-1229-270-00-000-000-0-000 | SHRF FED SHRG-USDJ-BUDGETED FUND BALA | 350,000.00 | (879,170.45) |
| 7-1230-258-00-000-000-0-000 | CONST PCT3 CCP59-UNASSIGNED FUND BALA | (80,583.68) | |
| 7-1230-270-00-000-000-0-000 | CONST PCT3 CCP59-BUDGETED FUND BALANC | 80,583.68 | - |
| 7-1231-258-00-000-000-0-000 | CONST PCT4 CCP59-UNASSIGNED FUND BALA | (182,855.19) | |
| 7-1231-270-00-000-000-0-000 | CONST PCT4 CCP59-BUDGETED FUND BALANC | 36,844.85 | (146,010.34) |
| 7-1233-258-00-000-000-0-000 | CONST PCT1 CCP59-UNASSIGNED FUND BALA | (5,729.32) | |
| 7-1233-270-00-000-000-0-000 | CONST PCT1 CCP59-BUDGETED FUND BALANC | - | (5,729.32) |
| 7-1234-258-00-000-000-0-000 | CHILD ABUSE PREV-UNASSIGNED FUND BALAI | (40,039.25) | |
| 7-1234-270-00-000-000-0-000 | CHILD ABUSE PREV-BUDGETED FUND BALANC | (3,000.00) | (43,039.25) |
| 7-1235-258-00-000-000-0-000 | DC REC MGMT/PRESRV-UNASSIGNED FUND B. | (334,482.62) | |
| 7-1235-270-00-000-000-0-000 | DC REC MGMT/PRESRV-BUDGETED FUND BAL | (70,000.00) | (404,482.62) |
| 7-1236-258-00-000-000-0-000 | DC TITLE IV-D-UNASSIGNED FUND BALANCE | (26,263.90) | |
| 7-1236-270-00-000-000-0-000 | DC TITLE IV-D-BUDGETED FUND BALANCE | (1,500.00) | (27,763.90) |
| 7-1237-258-00-000-000-0-000 | CC REC MGMT/PRESRV-UNASSIGNED FUND B. | (3,539,519.61) | |
| 7-1237-270-00-000-000-0-000 | CC REC MGMT/PRESRV-BUDGETED FUND BAL | (253,053.50) | (3,792,573.11) |
| 7-1238-258-00-000-000-0-000 | CO REC MGMT/PRESRV-UNASSIGNED FUND B. | (158,337.66) | |
| 7-1238-270-00-000-000-0-000 | CO REC MGMT/PRESRV-BUDGETED FUND BAL | 80,335.00 | (78,002.66) |
| 7-1239-258-00-000-000-0-000 | CRT REPORTER SRV-UNASSIGNED FUND BALA | (153,329.61) | |
| 7-1239-270-00-000-000-0-000 | CRT REPORTER SRV-BUDGETED FUND BALAN | 45,000.00 | (108,329.61) |
| 7-1240-258-00-000-000-0-000 | JUV DELQ PREV-UNASSIGNED FUND BALANCE | (4,847.10) | |
| 7-1240-270-00-000-000-0-000 | JUV DELQ PREV-BUDGETED FUND BALANCE | - | (4,847.10) |
| 7-1241-258-00-000-000-0-000 | CRTHSE SECURITY-UNASSIGNED FUND BALAI | (125,573.32) | |
| 7-1241-270-00-000-000-0-000 | CRTHSE SECURITY-BUDGETED FUND BALANC | 123,907.00 | (1,666.32) |
| 7-1242-258-00-000-000-0-000 | JUST CRT TECH-UNASSIGNED FUND BALANCE | (284,269.18) | |
| 7-1242-270-00-000-000-0-000 | JUST CRT TECH-BUDGETED FUND BALANCE | 298,185.81 | 13,916.63 |
| 7-1243-258-00-000-000-0-000 | CONTRIBUTIONS FUND-UNASSIGNED FUND BA | (347,748.33) | |
| 7-1243-270-00-000-000-0-000 | CONTRIBUTIONS FUND-BUDGETED FUND BAL/ | 5,000.00 | (342,748.33) |
| 7-1245-258-00-000-000-0-000 | JUST CRT BLDG SEC-UNASSIGNED FUND BAL | (95,061.37) | |
| 7-1245-270-00-000-000-0-000 | JUST CRT BLDG SEC-BUDGETED FUND BALAN | 65,766.00 | (29,295.37) |
| 7-1246-258-00-000-000-0-000 | TAC SP VEH INV-UNASSIGNED FUND BALANCE | (300,689.27) | |
| 7-1246-270-00-000-000-0-000 | TAC SP VEH INV-BUDGETED FUND BALANCE | 102,377.67 | (198,311.60) |
| 7-1247-258-00-000-000-0-000 | LAW LIBRARY-UNASSIGNED FUND BALANCE | (1,202,145.43) | |
| 7-1247-270-00-000-000-0-000 | LAW LIBRARY-BUDGETED FUND BALANCE | 56,952.00 | (1,145,193.43) |
| 7-1250-258-00-000-000-0-000 | SUPPL CRT GRDNSHP-UNASSIGNED FUND BAI | (87,466.74) | |
| 7-1250-270-00-000-000-0-000 | SUPPL CRT GRDNSHP-BUDGETED FUND BALA | 27,000.00 | (60,466.74) |
| 7-1251-258-00-000-000-0-000 | HIDTA CCP59-UNASSIGNED FUND BALANCE | (2,655,689.28) | |
| 7-1251-270-00-000-000-0-000 | HIDTA CCP59-BUDGETED FUND BALANCE | 393,500.00 | (2,262,189.28) |
| 7-1252-258-00-000-000-0-000 | HIDTA FED SHRG-US TREAS-UNASSIGNED F/B | (710,873.73) | |
| 7-1252-270-00-000-000-0-000 | HIDTA FED SHRG-US TREAS-BUDGETED FD BA | 461,087.44 | (249,786.29) |
| 7-1253-258-00-000-000-0-000 | HIDTA OTHER SHRG-UNASSIGNED FUND BALA | (94,334.35) | |
| 7-1253-270-00-000-000-0-000 | HIDTA OTHER SHRG-BUDGETED FUND BALANC | - | (94,334.35) |
| 7-1254-258-00-000-000-0-000 | HIDTA FED SHRG-USDJ-UNASSIGNED FUND BA | (529,750.06) | |
| 7-1254-270-00-000-000-0-000 | HIDTA FED SHRG-USDJ-BUDGETED FUND BAL | 539,213.45 | 9,463.39 |
| 7-1255-258-00-000-000-0-000 | CO&DIST CRT TECH-UNASSIGNED FUND BALA | (61,179.07) | |
| 7-1255-270-00-000-000-0-000 | CO&DIST CRT TECH-BUDGETED FUND BALANC | (17,000.00) | (78,179.07) |

Please Note: Report generated 6/13/17

**COUNTY OF HIDALGO, TEXAS**
**SCHEDULE OF UNRESERVED UNBUDGETED FUND BALANCES**
**As of June 13 2017**

| Account Number | Account Description | Amount | Available for Appropriation |
|---|---|---|---|
| 7-1256-258-00-000-000-0-000 | DA FED SHRG-USDJ-UNASSIGNED FUND BALA | (159,418.79) | |
| 7-1256-270-00-000-000-0-000 | DA FED SHRG-USDJ-BUDGETED FUND BALANC | 55,389.85 | (104,028.94) |
| 7-1257-258-00-000-000-0-000 | CONST PCT3 FED SHRG-TREAS-UNASSIGNED | (12,489.41) | |
| 7-1257-270-00-000-000-0-000 | CONST PCT3 FED SHRG-TREAS-BUDGETED F/I | 12,469.86 | (19.55) |
| 7-1258-258-00-000-000-0-000 | LPPF-UNASSIGNED FUND BALANCE | (15,033,919.29) | |
| 7-1258-270-00-000-000-0-000 | LPPF-BUDGETED FUND BALANCE | 8,075,949.53 | (6,957,969.76) |
| 7-1259-258-00-000-000-0-000 | CONST PCT4 FED SHRG-TREAS-UNASSIGNED | (36,496.79) | |
| 7-1259-270-00-000-000-0-000 | CONST PCT4 FED SHRG-TREAS-BUDGETED F/I | (10,000.00) | (46,496.79) |
| 7-1260-258-00-000-000-0-000 | CONST PCT2 CHAPTER 59-UNASSIGNED F/B | (6,257.16) | |
| 7-1260-270-00-000-000-0-000 | CONST PCT2 CHAPTER 59-BUDGETED F/B | - | (6,257.16) |
| 7-1261-258-00-000-000-0-000 | CONST PCT3 FED SHRG-DOJ-UNASSIGNED F/E | (11,720.77) | |
| 7-1261-270-00-000-000-0-000 | CONST PCT3 FED SHRG-DOJ-BUDGETED F/B | 11,698.08 | (22.69) |
| 7-1280-258-00-000-000-0-000 | GRANTS LVL 0-UNASSIGNED FUND BALANCE | - | |
| 7-1280-270-00-000-000-0-000 | GRANTS LVL 0-BUDGETED FUND BALANCE | - | - |
| 7-1281-258-00-000-000-0-000 | GRANTS LVL 1-UNASSIGNED FUND BALANCE | - | |
| 7-1281-270-00-000-000-0-000 | GRANTS LVL 1-BUDGETED FUND BALANCE | - | - |
| 7-1282-258-00-000-000-0-000 | GRANTS LVL 2-UNASSIGNED FUND BALANCE | - | |
| 7-1282-270-00-000-000-0-000 | GRANTS LVL 2-BUDGETED FUND BALANCE | - | - |
| 7-1283-258-00-000-000-0-000 | GRANTS LVL 3-UNASSIGNED FUND BALANCE | - | |
| 7-1283-270-00-000-000-0-000 | GRANTS LVL 3-BUDGETED FUND BALANCE | - | - |
| 7-1284-258-00-000-000-0-000 | GRANTS LVL 4-UNASSIGNED FUND BALANCE | - | |
| 7-1284-270-00-000-000-0-000 | GRANTS LVL 4-BUDGETED FUND BALANCE | - | - |
| 7-1285-258-00-000-000-0-000 | GRANTS LVL 5-UNASSIGNED FUND BALANCE | 53,783.77 | |
| 7-1285-270-00-000-000-0-000 | GRANTS LVL 5-BUDGETED FUND BALANCE | (142,320.77) | (88,537.00) |
| 7-1286-258-00-000-000-0-000 | GRANTS LVL 6-UNASSIGNED FUND BALANCE | - | |
| 7-1286-270-00-000-000-0-000 | GRANTS LVL 6-BUDGETED FUND BALANCE | (2,516.00) | (2,516.00) |
| 7-1287-258-00-000-000-0-000 | GRANTS LVL 7-UNASSIGNED FUND BALANCE | - | |
| 7-1287-270-00-000-000-0-000 | GRANTS LVL 7-BUDGETED FUND BALANCE | - | - |
| 7-1288-258-00-000-000-0-000 | URBAN COUNTY-UNASSIGNED FUND BALANCE | 74,406.47 | |
| 7-1288-270-00-000-000-0-000 | URBAN COUNTY-BUDGETED FUND BALANCE | - | 74,406.47 |
| 7-1289-258-00-000-000-0-000 | GRANTS LVL 9-UNASSIGNED FUND BALANCE | - | |
| 7-1289-270-00-000-000-0-000 | GRANTS LVL 9-BUDGETED FUND BALANCE | - | - |
| 7-1291-258-00-000-000-0-000 | HIDTA-UNASSIGNED FUND BALANCE | - | |
| 7-1291-270-00-000-000-0-000 | HIDTA-BUDGETED FUND BALANCE | - | - |
| 7-1292-258-00-000-000-0-000 | WIC PRG-UNASSIGNED FUND BALANCE | (1,028.68) | |
| 7-1292-270-00-000-000-0-000 | WIC PRG-BUDGETED FUND BALANCE | - | (1,028.68) |
| 7-1293-258-00-000-000-0-000 | HEALTH GRANTS-UNASSIGNED FUND BALANC | (1,538,553.76) | |
| 7-1293-270-00-000-000-0-000 | HEALTH GRANTS-BUDGETED FUND BALANCE | 237,036.00 | (1,301,517.76) |
| 7-1294-258-00-000-000-0-000 | JUV PROB-UNASSIGNED FUND BALANCE | (17,190.27) | |
| 7-1294-270-00-000-000-0-000 | JUV PROB-BUDGETED FUND BALANCE | - | (17,190.27) |
| 7-1295-258-00-000-000-0-000 | JJAEP ISD-UNASSIGNED FUND BALANCE | - | |
| 7-1295-270-00-000-000-0-000 | JJAEP ISD-BUDGETED FUND BALANCE | - | - |
| 7-1296-258-00-000-000-0-000 | IV-E FED FOSTER CARE-UNASSIGNED FUND B. | (144,044.08) | |
| 7-1296-270-00-000-000-0-000 | IV-E FED FOSTER CARE-BUDGETED FUND BAL | - | (144,044.08) |
| 7-1297-258-00-000-000-0-000 | ADULT PROB-UNASSIGNED FUND BALANCE | (2,248,014.51) | |
| 7-1297-270-00-000-000-0-000 | ADULT PROB-BUDGETED FUND BALANCE | - | (2,248,014.51) |
| 7-1301-258-00-000-000-0-000 | CAPITAL OUTLAY-UNASSIGNED FUND BALANC | (53.55) | |
| 7-1301-270-00-000-000-0-000 | CAPITAL OUTLAY-BUDGETED FUND BALANCE | - | (53.55) |
| 7-1302-258-00-000-000-0-000 | TAX NOTE 2007-UNASSIGNED FUND BALANCE | (32,459.41) | |
| 7-1302-270-00-000-000-0-000 | TAX NOTE 2007-BUDGETED FUND BALANCE | 31,417.96 | (1,041.45) |
| 7-1303-258-00-000-000-0-000 | SALE OF CO ASSETS-UNASSIGNED FUND BAL | (1,502,834.71) | |
| 7-1303-270-00-000-000-0-000 | SALE OF CO ASSETS-BUDGETED FUND BALAN | 1,366,952.99 | (135,881.72) |
| 7-1304-258-00-000-000-0-000 | TAX NOTE 2014-UNASSIGNED FUND BALANCE | (52,943.44) | |
| 7-1304-270-00-000-000-0-000 | TAX NOTE 2014-BUDGETED FUND BALANCE | 37,296.41 | (15,647.03) |
| 7-1305-258-00-000-000-0-000 | ROAD DIST NO.5-UNASSIGNED FUND BALANCE | - | |
| 7-1305-270-00-000-000-0-000 | ROAD DIST NO.5-BUDGETED FUND BALANCE | - | - |
| 7-1312-258-00-000-000-0-000 | BCAP 3-UNASSIGNED FUND BALANCE | - | |
| 7-1312-270-00-000-000-0-000 | BCAP 3-BUDGETED FUND BALANCE | - | - |
| 7-1315-258-00-000-000-0-000 | TXDOT PRJ-UNASSIGNED FUND BALANCE | 4,141,601.14 | |
| 7-1315-270-00-000-000-0-000 | TXDOT PRJ-BUDGETED FUND BALANCE | (4,361,592.18) | (219,991.04) |
| 7-1331-258-00-000-000-0-000 | CO 2001-UNASSIGNED FUND BALANCE | (16,397.38) | |
| 7-1331-270-00-000-000-0-000 | CO 2001-BUDGETED FUND BALANCE | 1,395.42 | (15,001.96) |
| 7-1332-258-00-000-000-0-000 | CO 2002-UNASSIGNED FUND BALANCE | - | |
| 7-1332-270-00-000-000-0-000 | CO 2002-BUDGETED FUND BALANCE | - | - |
| 7-1334-258-00-000-000-0-000 | CO 2004-UNASSIGNED FUND BALANCE | - | |
| 7-1334-270-00-000-000-0-000 | CO 2004-BUDGETED FUND BALANCE | - | - |
| 7-1336-258-00-000-000-0-000 | CO 2006-UNASSIGNED FUND BALANCE | - | |
| 7-1336-270-00-000-000-0-000 | CO 2006-BUDGETED FUND BALANCE | - | - |
| 7-1339-258-00-000-000-0-000 | CO 2009-UNASSIGNED FUND BALANCE | (493.10) | |
| 7-1339-270-00-000-000-0-000 | CO 2009-BUDGETED FUND BALANCE | - | (493.10) |

Please Note: Report generated 6/13/17

**COUNTY OF HIDALGO, TEXAS**
**SCHEDULE OF UNRESERVED UNBUDGETED FUND BALANCES**
**As of June 13 2017**

| Account Number | Account Description | Amount | Available for Appropriation |
|---|---|---|---|
| 7-1341-258-00-000-000-0-000 | CO 2009B&C-UNASSIGNED FUND BALANCE | (121,499.90) | |
| 7-1341-270-00-000-000-0-000 | CO 2009B&C-BUDGETED FUND BALANCE | 120,062.95 | (1,436.95) |
| 7-1342-258-00-000-000-0-000 | CO 2010A&B-UNASSIGNED FUND BALANCE | (708,321.17) | |
| 7-1342-270-00-000-000-0-000 | CO 2010A&B-BUDGETED FUND BALANCE | 697,520.09 | (10,801.08) |
| 7-1345-258-00-000-000-0-000 | CO 2014-UNASSIGNED FUND BALANCE | (5,681,255.88) | |
| 7-1345-270-00-000-000-0-000 | CO 2014-BUDGETED FUND BALANCE | 5,641,859.11 | (39,396.77) |
| 7-1347-258-00-000-000-0-000 | CO 2015A-UNASSIGNED FUND BALANCE | (7,056,156.08) | |
| 7-1347-270-00-000-000-0-000 | CO 2015A-BUDGETED FUND BALANCE | 6,971,126.71 | (85,029.37) |
| 7-1350-258-00-000-000-0-000 | CO 2016-UNASSIGNED FUND BALANCE | (33,398,882.54) | |
| 7-1350-270-00-000-000-0-000 | CO 2016-BUDGETED FUND BALANCE | 33,407,753.57 | 8,871.03 |
| 7-1401-258-00-000-000-0-000 | NOTES PAYABLE-UNASSIGNED FUND BALANC | (113,897.93) | |
| 7-1401-270-00-000-000-0-000 | NOTES PAYABLE-BUDGETED FUND BALANCE | 43,639.17 | (70,258.76) |
| 7-1435-258-00-000-000-0-000 | REF BONDS 2005-UNASSIGNED FUND BALANC | - | |
| 7-1435-270-00-000-000-0-000 | REF BONDS 2005-BUDGETED FUND BALANCE | - | - |
| 7-1436-258-00-000-000-0-000 | CO 2006-UNASSIGNED FUND BALANCE | (214,388.27) | |
| 7-1436-270-00-000-000-0-000 | CO 2006-BUDGETED FUND BALANCE | - | (214,388.27) |
| 7-1438-258-00-000-000-0-000 | REF BONDS 2007-UNASSIGNED FUND BALANC | (5,669.16) | |
| 7-1438-270-00-000-000-0-000 | REF BONDS 2007-BUDGETED FUND BALANCE | - | (5,669.16) |
| 7-1439-258-00-000-000-0-000 | CO 2009-UNASSIGNED FUND BALANCE | (8,837.52) | |
| 7-1439-270-00-000-000-0-000 | CO 2009-BUDGETED FUND BALANCE | (18,122.50) | (26,960.02) |
| 7-1440-258-00-000-000-0-000 | REF BONDS 2009A-UNASSIGNED FUND BALAN | (20,046.83) | |
| 7-1440-270-00-000-000-0-000 | REF BONDS 2009A-BUDGETED FUND BALANCE | 4,858.00 | (15,188.83) |
| 7-1441-258-00-000-000-0-000 | CO 2009B&C-UNASSIGNED FUND BALANCE | (467,509.69) | |
| 7-1441-270-00-000-000-0-000 | CO 2009B&C-BUDGETED FUND BALANCE | 167,961.70 | (299,547.99) |
| 7-1442-258-00-000-000-0-000 | CO 2010A&B-UNASSIGNED FUND BALANCE | (1,105,857.83) | |
| 7-1442-270-00-000-000-0-000 | CO 2010A&B-BUDGETED FUND BALANCE | 368,650.00 | (737,207.83) |
| 7-1443-258-00-000-000-0-000 | REF BONDS 2014A-UNASSIGNED FUND BALAN | (75,670.71) | |
| 7-1443-270-00-000-000-0-000 | REF BONDS 2014A-BUDGETED FUND BALANCE | (107,700.00) | (183,370.71) |
| 7-1444-258-00-000-000-0-000 | REF BONDS 2014B-UNASSIGNED FUND BALAN | (198,865.48) | |
| 7-1444-270-00-000-000-0-000 | REF BONDS 2014B-BUDGETED FUND BALANCE | (71,293.92) | (270,159.40) |
| 7-1445-258-00-000-000-0-000 | CO 2014-UNASSIGNED FUND BALANCE | (469,496.06) | |
| 7-1445-270-00-000-000-0-000 | CO 2014-BUDGETED FUND BALANCE | 20,699.76 | (448,796.30) |
| 7-1446-258-00-000-000-0-000 | REF BONDS 2014C-UNASSIGNED FUND BALAN | (576,361.77) | |
| 7-1446-270-00-000-000-0-000 | REF BONDS 2014C-BUDGETED FUND BALANCE | 251,412.00 | (324,949.77) |
| 7-1447-258-00-000-000-0-000 | CO 2015A-UNASSIGNED FUND BALANCE | (453,606.68) | |
| 7-1447-270-00-000-000-0-000 | CO 2015A-BUDGETED FUND BALANCE | 117,772.76 | (335,833.92) |
| 7-1448-258-00-000-000-0-000 | REF BONDS 2015B-UNASSIGNED FUND BALAN | (399,954.79) | |
| 7-1448-270-00-000-000-0-000 | REF BONDS 2015B-BUDGETED FUND BALANCE | 42,453.00 | (357,501.79) |
| 7-1449-258-00-000-000-0-000 | REF BONDS 2015C-UNASSIGNED FUND BALAN | (949,089.45) | |
| 7-1449-270-00-000-000-0-000 | REF BONDS 2015C-BUDGETED FUND BALANCE | 589,078.02 | (360,011.43) |
| 7-1450-258-00-000-000-0-000 | CO 2016-UNASSIGNED FUND BALANCE | - | |
| 7-1450-270-00-000-000-0-000 | CO 2016-BUDGETED FUND BALANCE | (741,506.33) | (741,506.33) |
| 7-2101-258-00-000-000-0-000 | LANDFILL-NET POSITION-UNRESTRICTED | 848,266.14 | |
| 7-2101-270-00-000-000-0-000 | LANDFILL-BUDGETED NET POSITION | - | 848,266.14 |
| 7-2102-258-00-000-000-0-000 | JAIL COMMISSARY-NET POSITION-UNRESTRIC | (87,382.00) | |
| 7-2102-270-00-000-000-0-000 | JAIL COMMISSARY-BUDGETED NET POSITION | 531,474.00 | 444,092.00 |
| 7-2201-258-00-000-000-0-000 | HEALTH BENEFITS-NET POSITION-UNRESTRIC | 7,615,658.00 | |
| 7-2201-270-00-000-000-0-000 | HEALTH BENEFITS-BUDGETED NET POSITION | (268,373.00) | 7,347,285.00 |
| 7-2202-258-00-000-000-0-000 | WORKERS COMP-NET POSITION-UNRESTRICT | (3,196,705.53) | |
| 7-2202-270-00-000-000-0-000 | WORKERS COMP-BUDGETED NET POSITION | 46,675.00 | (3,150,030.53) |
| 7-3301-258-00-000-000-0-000 | UNCLAIMED MONEY-UNASSIGNED FUND BALA | (86,190.94) | |
| 7-3301-270-00-000-000-0-000 | UNCLAIMED MONEY-BUDGETED FUND BALANC | - | (86,190.94) |
| 7-3302-258-00-000-000-0-000 | UNCLAIMED MONEY CC-UNASSIGNED FUND B | (141,417.18) | |
| 7-3302-270-00-000-000-0-000 | UNCLAIMED MONEY CC-BUDGETED FUND BAL | - | (141,417.18) |
| 7-3303-258-00-000-000-0-000 | UNCLAIMED MONEY DC-UNASSIGNED FUND B | - | |
| 7-3303-270-00-000-000-0-000 | UNCLAIMED MONEY DC-BUDGETED FUND BAL | - | - |
| 7-3304-258-00-000-000-0-000 | BAIL BOND SURETIES-UNASSIGNED FUND BAL | - | |
| 7-3304-270-00-000-000-0-000 | BAIL BOND SURETIES-BUDGETED FUND BALAI | - | |
| 7-3401-258-00-000-000-0-000 | CLEARING FUND-UNASSIGNED FUND BALANCI | - | |
| 7-3401-270-00-000-000-0-000 | CLEARING FUND-BUDGETED FUND BALANCE | - | - |
| 7-3402-258-00-000-000-0-000 | PAYROLL FUND-UNASSIGNED FUND BALANCE | - | |
| 7-3402-270-00-000-000-0-000 | PAYROLL FUND-BUDGETED FUND BALANCE | - | |
| 7-3403-258-00-000-000-0-000 | GROUP INS FUND-UNASSIGNED FUND BALANC | - | |
| 7-3403-270-00-000-000-0-000 | GROUP INS FUND-BUDGETED FUND BALANCE | - | - |
| 7-8000-258-00-000-000-0-000 | GEN CAPITAL ASSETS-UNASSIGNED FUND BAI | - | |
| 7-8000-270-00-000-000-0-000 | GEN CAPITAL ASSETS-BUDGETED FUND BALA | - | |
| 7-9000-258-00-000-000-0-000 | GLTD-UNASSIGNED FUND BALANCE | - | |
| 7-9000-270-00-000-000-0-000 | GLTD-BUDGETED FUND BALANCE | - | - |

Please Note: Report generated 6/13/17

## D. Schedule of Reserved Fund Balances - All Funds

**COUNTY OF HIDALGO, TEXAS**
**Schedule of Reserved Fund Balances**
**As of June 13 2017**

| Account Number | Account Description | Amount |
|---|---|---|
| 7-1100-251-00-000-000-0-000 | GEN FD-NONSPENDABLE F/B-PREPAIDS | (3,254,011.86) |
| 7-1100-251-00-000-001-0-000 | GEN FD-NONSPENDABLE F/B-POSTAGE | (126,884.57) |
| 7-1100-251-00-000-002-0-000 | GEN FD-NONSPENDABLE F/B-INVENTORY | (769,386.48) |
| 7-1100-252-00-067-000-0-000 | GEN FD-NONSPENDABLE F/B-ADV JP 4-1 | (50.00) |
| 7-1100-252-00-090-001-0-000 | GEN FD-NONSPENDABLE F/B-ADV DISTRICT CLK | (450.00) |
| 7-1100-252-00-090-002-0-000 | GEN FD-NONSPENDABLE F/B-ADV JURY SCRIPT | (50,000.00) |
| 7-1100-252-00-100-000-0-000 | GEN FD-NONSPENDABLE F/B-ADV LAW LIBRARY | (300.00) |
| 7-1100-252-00-121-000-0-000 | GEN FD-NONSPENDABLE F/B-ADV PCT1 PARK | (100.00) |
| 7-1100-252-00-121-001-0-000 | GEN FD-NONSPENDABLE F/B-ADV PCT1 CHNG FD | (100.00) |
| 7-1100-252-00-122-000-0-000 | GEN FD-NONSPENDABLE F/B-ADV PCT2 CHNG FD | (200.00) |
| 7-1100-252-00-123-000-0-000 | GEN FD-NONSPENDABLE F/B-ADV PCT3 PARK | (50.00) |
| 7-1100-252-00-123-001-0-000 | GEN FD-NONSPENDABLE F/B-ADV PCT3 CHNG FD | (100.00) |
| 7-1100-252-00-124-000-0-000 | GEN FD-NONSPENDABLE F/B-ADV PCT4 CHNG FD | (200.00) |
| 7-1100-252-00-130-000-0-000 | GEN FD-NONSPENDABLE F/B-ADV ELECTIONS | (50.00) |
| 7-1100-252-00-140-000-0-000 | GEN FD-NONSPENDABLE F/B-ADV TAX OFFICE | (54,700.00) |
| 7-1100-252-00-150-000-0-000 | GEN FD-NONSPENDABLE F/B-ADV TREASURER | (50.00) |
| 7-1100-252-00-180-000-0-000 | GEN FD-NONSPENDABLE F/B-ADV COUNTY CLERK | (1,200.00) |
| 7-1100-252-00-210-000-0-000 | GEN FD-NONSPENDABLE F/B-ADV PLANNING DPT | (525.00) |
| 7-1100-252-00-280-000-0-000 | GEN FD-NONSPENDABLE F/B-ADV SHERIFF | (150.00) |
| 7-1100-252-00-300-000-0-000 | GEN FD-NONSPENDABLE F/B-ADV FIRE MARSHAL | (150.00) |
| 7-1100-252-00-340-000-0-000 | GEN FD-NONSPENDABLE F/B-ADV HEALTH DEPT | (425.00) |
| 7-1100-255-01-000-293-0-000 | GEN FD-RESTRICTED F/B-HEALTH GRANTS | (1,011.06) |
| 7-1100-255-02-000-001-0-000 | GEN FD-RESTRICTED F/B-GRAND JURY | (198,157.93) |
| 7-1100-255-02-000-002-0-000 | GEN FD-RESTRICTED F/B-ECONOMIC DEVELOP | (426,282.05) |
| 7-1100-255-02-000-004-0-000 | GEN FD-RESTRICTED F/B-CC RECORDS ARCHIVE | (2,074,243.97) |
| 7-1100-255-02-000-006-0-000 | GEN FD-RESTRICTED F/B-ELECTIONS CONTRACT | (245,047.18) |
| 7-1100-255-02-000-007-0-000 | GEN FD-RESTRICTED F/B-SHRF ABANDONED VEH | (3,000.00) |
| 7-1100-255-02-000-008-0-000 | GEN FD-RESTRICTED F/B-BAIL BOND BOARD | (164,262.16) |
| 7-1100-255-02-000-010-0-000 | GEN FD-RESTRICTED F/B-FAMILY PROTECT FEE | (476,180.02) |
| 7-1100-255-02-000-011-0-000 | GEN FD-RESTRICTED F/B-DRUG COURT CST | (138,845.33) |
| 7-1100-255-02-000-012-0-000 | GEN FD-RESTRICTED F/B-DC RECORDS ARCHIVE | (287,425.29) |
| 7-1100-255-02-000-014-0-000 | GEN FD-RESTRICTED F/B-SHRF GARAGE MV FEE | (5,150.00) |
| 7-1100-255-02-000-015-0-000 | GEN FD-RESTRICTED F/B-SCOFFLAW | (678,580.30) |
| 7-1100-255-02-000-016-0-000 | GEN FD-RESTRICTED F/B-JP PRSRV VITAL STA | (19,082.00) |
| 7-1100-255-02-000-017-0-000 | GEN FD-RESTRICTED F/B-CC PRSRV VITAL STA | (198,881.00) |
| 7-1100-255-02-000-018-0-000 | GEN FD-RESTRICTED F/B-COURT FAC. FEE | (1,239,092.97) |
| 7-1100-257-00-000-003-0-000 | GEN FD-ASSIGNED F/B-1115 WAIVER | (2,144,035.02) |
| 7-1223-252-00-180-001-0-000 | DA CCP59-NONSPENDABLE F/B-ADV CC ESCROW | (800.00) |
| 7-1227-252-03-000-426-0-000 | SHERIFF CCP59-NONSPENDABLE F/B-ADVANCE | (10,000.00) |
| 7-1297-252-00-320-000-0-000 | ADULT PROB-NONSPENDABLE F/B-ADV ADLT PRB | (400.00) |
| 7-2202-251-00-000-000-0-000 | WORKERS COMP-NONSPENDABLE F/B-PREPAID | (200,856.00) |
| 7-2202-252-03-000-480-0-000 | WORKERS COMP-NONSPENDABL F/B-ADV TRISTAR | (150,000.00) |

# E. Hidalgo County Indigent Health Care Fund Report

**County Indigent Health Care Program**
**Activity Report Form 105**
**As of June 13, 2017**
**Fiscal Year 2017: September 1, 2016 thru August 31, 2017**

| | September 2016 | October 2016 | November 2016 | December 2016 | January 2017 | February 2017 | March 2017 | April 2017 | May 2017 | June 2017 | July 2017 | August 2017 | Totals |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Physician Services | 102,086.60 | 144,611.40 | 128,067.45 | 124,557.92 | 77,710.63 | 86,534.45 | 96,614.15 | 96,027.41 | 176,201.64 | - | - | - | 1,032,411.65 |
| Prescription Drugs | 113,768.41 | 96,033.10 | 42,778.74 | 167,796.08 | 84,411.01 | 99,833.02 | 93,742.01 | 89,982.13 | 93,185.77 | - | - | - | 881,530.27 |
| Hospital, Inpatient Services | 320,670.66 | 236,699.50 | 387,868.97 | 407,199.34 | 269,935.50 | 787,607.78 | 184,944.32 | 227,199.83 | 406,989.85 | - | - | - | 3,229,115.75 |
| Hospital, Outpatient Services | 241,967.97 | 281,943.05 | 218,300.90 | 233,280.10 | 252,076.74 | 1,031,417.13 | 491,945.62 | 370,203.42 | 492,113.60 | - | - | - | 3,613,248.53 |
| Laboratory / X-Ray Services | 56,011.39 | 70,182.36 | 74,681.20 | 66,083.20 | 55,877.19 | 53,498.46 | 62,408.70 | 51,702.78 | 100,321.91 | - | - | - | 590,767.19 |
| Skilled Nursing Facility Services | - | - | - | - | - | - | - | - | 84.11 | - | - | - | 84.11 |
| Family Planning Services | - | - | 54.41 | - | - | - | 221.60 | - | - | - | - | - | 276.01 |
| Rural Health Clinic Services | - | - | - | - | - | - | - | - | - | - | - | - | - |
| State Hospital Contracts | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Optional Services | 12,418.93 | 16,018.78 | 11,925.53 | 23,939.23 | 13,543.49 | 3,223.41 | 7,540.98 | 5,646.38 | 21,891.84 | - | - | - | 116,148.57 |
| SUB-TOTAL: | 846,923.96 | 845,488.19 | 863,677.20 | 1,022,855.87 | 753,554.56 | 2,062,114.25 | 937,417.38 | 840,761.95 | 1,290,788.72 | - | - | - | 9,463,582.08 |
| LESS: Miscellaneous | | | | | | | | | | | | | |
| Provider Reimbursements Hid. Co. | - | - | - | - | - | - | - | - | - | - | - | - | - |
| [1]Provider Reimbursements HCCS | (9,314.74) | (4,077.36) | (4,562.90) | (1,137.85) | - | (211.56) | (418.70) | (630.04) | (908.80) | - | - | - | (21,261.95) |
| [2]Provider Reimbursements HCCS- Hospital Credit | (2,321.61) | (17.50) | - | - | - | (11,353.19) | (12,419.09) | (7,810.16) | (17,697.28) | - | - | - | (51,618.83) |
| LESS: Voids not Reissued | - | - | - | - | - | - | - | - | - | - | - | - | - |
| SUB-TOTAL: | (11,636.35) | (4,094.86) | (4,562.90) | (1,137.85) | - | (11,564.75) | (12,837.79) | (8,440.20) | (18,606.08) | - | - | - | (72,880.78) |
| TOTAL: | $ 835,287.61 | $ 841,393.33 | $ 859,114.30 | $ 1,021,718.02 | $ 753,554.56 | $ 2,050,549.50 | $ 924,579.59 | $ 832,321.75 | $ 1,272,182.64 | $ - | $ - | $ - | $ 9,390,701.30 |

AGRTL FOR FISCAL YEAR 2017 $ 179,239,333.07
6% AGRTL $ 10,754,359.98
8% AGRTL $ 14,339,146.65

VALUATION PERFORMED BY COUNTY
PAYMENTS MADE BY
HIDALGO COUNTY CLINICAL SERVICES

June 6, 2017 268,128.26
June 13, 2017 351,203.13

$ 619,331.39

[1]These are reimbursements from participating vendors for services provided to Hidalgo County citizens who qualify for indigent help.

[2]These reimbursements are credits for services provided by hospitals participating in the 1115 Waiver Program.

| Program | CC Date | Intergovernmental Transfers (IGT) Uncompensated Care (UC) Amount | Reform Incentive Payment (DSRIP) |
|---|---|---|---|
| 1115 Waiver Program | 02/06/17 | 5,500,000.00 | - |
| | | | - |
| | | | - |
| | | | - |
| Total | | 5,500,000.00 | - |

**County Indigent Health Care Program**
**Activity Report Form 105**
**As of August 30, 2016**
**Fiscal Year 2016: September 1, 2015 thru August 31, 2016**

| | September 2015 | October 2015 | November 2015 | December 2015 | January 2016 | February 2016 | March 2016 | April 2016 | May 2016 | June 2016 | July 2016 | August 2016 | Totals |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Physician Services | 129,375.88 | 102,084.29 | 71,938.58 | 94,509.66 | 73,486.54 | 84,582.23 | 101,543.65 | 96,378.70 | 132,191.07 | 98,738.76 | 97,964.55 | 106,043.11 | 1,188,837.02 |
| Prescription Drugs | 104,449.04 | 94,212.93 | 96,109.43 | 93,061.25 | 88,146.61 | 95,581.47 | 96,975.18 | 29,828.40 | 157,549.44 | 105,137.75 | 90,121.54 | 97,259.53 | 1,148,432.57 |
| Hospital, Inpatient Services | 196,856.81 | 238,325.17 | 215,856.52 | 192,756.78 | 247,344.52 | 348,784.62 | 520,814.12 | 246,616.14 | 381,434.81 | 282,853.78 | 145,723.04 | 273,477.31 | 3,290,843.62 |
| Hospital, Outpatient Services | 231,591.88 | 262,376.13 | 247,181.60 | 165,485.04 | 201,284.22 | 178,539.14 | 298,980.37 | 173,025.29 | 319,052.19 | 203,301.80 | 186,344.98 | 266,841.97 | 2,734,004.61 |
| Laboratory / X-Ray Services | 70,904.56 | 64,778.77 | 51,344.39 | 49,663.19 | 47,762.87 | 49,667.80 | 61,569.36 | 71,851.06 | 68,630.55 | 64,972.15 | 59,321.31 | 60,264.25 | 720,730.26 |
| Skilled Nursing Facility Services | - | 84.11 | - | - | - | - | - | - | - | - | - | - | 84.11 |
| Family Planning Services | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Rural Health Clinic Services | - | - | - | - | - | - | - | - | - | - | - | - | - |
| State Hospital Contracts | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Optional Services | 16,944.65 | 17,799.97 | 12,607.25 | 12,067.92 | 11,951.84 | 12,615.43 | 17,098.82 | 12,384.28 | 16,717.03 | 12,551.01 | 16,516.97 | 13,488.72 | 172,743.89 |
| **SUB-TOTAL:** | 750,122.82 | 779,661.37 | 695,037.77 | 607,543.84 | 669,976.60 | 769,770.69 | 1,096,981.50 | 630,083.87 | 1,075,575.09 | 767,555.25 | 595,992.39 | 817,374.89 | 9,255,676.08 |
| LESS: Miscellaneous | | | | | | | | | | | | | |
| Provider Reimbursements Hid. Co. | - | - | - | - | - | - | - | - | - | - | - | - | - |
| [1]Provider Reimbursements HCCS | (8,890.95) | (4,489.44) | (3,463.37) | (363.72) | (670.29) | (748.11) | (9,796.91) | (2,263.96) | (495.15) | (8,292.07) | (3,793.86) | (6,336.21) | (49,604.04) |
| [2]Provider Reimbursements HCCS- Hospital Credit | (2,229.34) | - | - | (27,889.10) | - | (18,331.78) | (19,335.80) | (5,934.76) | (11,348.69) | (803.84) | - | (3,352.71) | (89,226.02) |
| LESS: Voids not Reissued | - | - | - | - | - | - | - | - | - | - | - | - | - |
| **SUB-TOTAL:** | (11,120.29) | (4,489.44) | (3,463.37) | (28,252.82) | (670.29) | (19,079.89) | (29,132.71) | (8,198.72) | (11,843.84) | (9,095.91) | (3,793.86) | (9,688.92) | (138,830.06) |
| **TOTAL:** | $ 739,002.53 | $ 775,171.93 | $ 691,574.40 | $ 579,291.02 | $ 669,306.31 | $ 750,690.80 | $ 1,067,848.79 | $ 621,885.15 | $ 1,063,731.25 | $ 758,459.34 | $ 592,198.53 | $ 807,685.97 | $ 9,116,846.02 |

**AGRTL FOR FISCAL YEAR 2016** $ 167,169,704.63
**6% AGRTL** $ 10,030,182.28
**8% AGRTL** $ 13,373,576.37

**VALUATION PERFORMED BY COUNTY**
**PAYMENTS MADE BY**
**HIDALGO COUNTY CLINICAL SERVICES**

$ -

[1]These are reimbursements from participating vendors for services provided to Hidalgo County citizens who qualify for indigent help.

[2]These reimbursements are credits for services provided by hospitals participating in the 1115 Waiver Program.

| Program | CC Date | Intergovernmental Transfers (IGT) Uncompensated Care (UC) Amount | Reform Incentive Payment (DSRIP) |
|---|---|---|---|
| 1115 Waiver Program | 02/16/16 | 5,500,000.00 | - |
| | | | - |
| | | | - |
| | | | - |
| Total | | 5,500,000.00 | - |

**County Indigent Health Care Program**
**Activity Report Form 105**
**2015 Fiscal Year**
**Fiscal Year 2015: September 1, 2014 thru August 31, 2015**

| | September 2014 | October 2014 | November 2014 | December 2014 | January 2015 | February 2015 | March 2015 | April 2015 | May 2015 | June 2015 | July 2015 | August 2015 | Totals |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Physician Services | 143,152.85 | 102,825.84 | 134,005.44 | 163,867.17 | 115,107.96 | 145,164.83 | 158,146.18 | 103,105.82 | 114,428.43 | 146,500.12 | 86,300.77 | 130,779.30 | 1,543,384.71 |
| Prescription Drugs | 95,161.75 | 86,927.69 | 65,971.54 | 102,148.34 | 79,030.64 | 78,661.70 | 84,907.55 | 100,344.20 | 95,072.36 | 97,578.29 | 83,839.54 | 76,520.45 | 1,046,164.05 |
| Hospital, Inpatient Services | 442,676.44 | 285,719.31 | 165,415.99 | 290,696.72 | 323,588.19 | 372,398.73 | 155,695.95 | 240,181.14 | 257,072.18 | 291,293.22 | 216,275.02 | 173,657.66 | 3,234,670.55 |
| Hospital, Outpatient Services | 340,453.99 | 294,079.36 | 165,645.86 | 246,930.40 | 267,908.56 | 323,996.14 | 194,147.80 | 114,634.44 | 277,062.62 | 256,663.12 | 184,250.61 | 198,313.97 | 2,864,086.87 |
| Laboratory / X-Ray Services | 97,439.04 | 83,646.55 | 98,964.68 | 95,003.11 | 73,015.89 | 86,085.87 | 89,844.79 | 60,579.80 | 73,236.06 | 88,612.56 | 49,597.45 | 71,487.10 | 967,512.90 |
| Skilled Nursing Facility Services | - | - | - | - | 84.11 | - | - | - | - | - | - | - | 84.11 |
| Family Planning Services | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Rural Health Clinic Services | - | - | - | - | - | - | - | - | - | - | - | - | - |
| State Hospital Contracts | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Optional Services | 33,240.70 | 15,530.94 | 21,535.53 | 22,228.00 | 25,495.94 | 22,474.24 | 15,393.79 | 10,767.00 | 10,340.38 | 19,406.15 | 13,262.00 | 19,330.28 | 229,004.95 |
| SUB-TOTAL: | 1,152,124.77 | 868,729.69 | 671,539.04 | 920,871.74 | 884,231.29 | 1,028,781.51 | 698,136.06 | 629,612.40 | 827,212.03 | 900,053.46 | 633,525.39 | 670,088.76 | 9,884,908.14 |
| LESS: Miscellaneous | | | | | | | | | | | | | |
| Provider Reimbursements Hid. Co. | - | - | - | - | - | - | - | - | - | - | - | - | - |
| [1]Provider Reimbursements HCCS | (12,500.54) | (7,048.66) | (3,456.78) | (378.01) | (294.14) | (530.32) | (639.85) | (12,640.87) | (7,297.32) | (2,043.17) | (3,707.58) | (3,992.51) | (54,529.75) |
| [2]Provider Reimbursements HCCS- Hospital Credits | - | (7,730.92) | (2,692.78) | (11,638.59) | - | (34,829.54) | - | - | (37,761.60) | - | - | (20,894.76) | (115,548.19) |
| LESS: Voids not Reissued | - | - | - | - | - | - | - | - | - | - | - | - | - |
| SUB-TOTAL: | (12,500.54) | (14,779.58) | (6,149.56) | (12,016.60) | (294.14) | (35,359.86) | (639.85) | (12,640.87) | (45,058.92) | (2,043.17) | (3,707.58) | (24,887.27) | (170,077.94) |
| TOTAL: | $ 1,139,624.23 | $ 853,950.11 | $ 665,389.48 | $ 908,857.14 | $ 883,937.15 | $ 993,421.65 | $ 697,496.21 | $ 616,971.53 | $ 782,153.11 | $ 898,010.29 | $ 629,817.81 | $ 645,201.49 | $ 9,714,830.20 |

| | |
|---|---|
| AGRTL FOR FISCAL YEAR 2015 | $ 163,213,752.00 |
| 6% AGRTL | $ 9,792,825.12 |
| 8% AGRTL | $ 13,057,100.16 |

VALUATION PERFORMED BY COUNTY
PAYMENTS MADE BY
HIDALGO COUNTY CLINICAL SERVICES

[1]These are reimbursements from participating vendors for services provided to Hidalgo County citizens who qualify for indigent help.

[2]These reimbursements are credits for services provided by hospitals participating in the 1115 Waiver Program.

92.207.95
Intergovernmental Transfers (IGT)

| Program | CC Date | Uncompensated Care (UC) Amount | Reform Incentive Payment (DSRIP) |
|---|---|---|---|
| 1115 Waiver Program | 08/02/15 | 8,000,000.00 | - |
| | | | - |
| | | | - |
| | | | - |
| Total | | 8,000,000.00 | - |

**AI-60219** **Auditor's Office** **2. B.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted By:** Maria Medina, AUDITOR'S OFFICE

**Department:** AUDITOR'S OFFICE

## Information

**CAPTION**

Pursuant to Local Government Code Section 115.0035, requesting approval of the attached reports.

**BACKGROUND**

## Fiscal Impact

## Attachments

reports

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/08/2017 01:43 PM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |
| Form Started By: Maria Medina | | Started On: 06/08/2017 01:39 PM |
| Final Approval Date: 06/09/2017 | | |

# COUNTY of HIDALGO

**COUNTY AUDITOR'S OFFICE**
**Hidalgo County Administration Building**
**2808 South Business Highway 281**
**Edinburg, Texas 78539-6243**
**PHONE: (956) 318-2511**
**FAX: (956) 318-2577**
**WEBSITE: www.co.hidalgo.tx.us/auditor**




EDINBURG, TEXAS 78539

June 8, 2017

The Honorable Ramon Garcia
Hidalgo County Judge
302 W. University Drive
Edinburg, Texas 78539

Dear Judge Garcia:

Pursuant to Local Government Code Section 114.044 and/or Local Government Code Section 115.0035 (c), we are submitting for your review the following monthly reports and/or letters:

| Department | Fees/Costs | Description |
|---|---|---|
| Mr. Homero Garza, Fire Marshal | $ 8,787.50 | April 2017 Monthly Report/Letter |
| Mr. Eduardo Olivarez, Chief Administrator Officer<br>Hidalgo County Health and Human Services Department | $ 22,035.00 | April 2017 Monthly Report/Letter |
| The Hon. David Fuentes, Commissioner Precinct No. 1 | $ 48,125.00 | March 2017 Monthly Report/Letter Sanitation Program |
| The Hon. Eduardo Cantu, Commissioner Precinct No. 2 | $ 4,050.00 | April 2017 Monthly Report/Letter Sanitation Program |
| The Hon. Jose M. Flores, Commissioner Precinct No. 3 | $ 43,225.00 | Feb. 2017 Monthly Report/Letter Sanitation Program |
| The Hon. Jose M. Flores, Commissioner Precinct No. 3 | $ 56,125.00 | Mar. 2017 Monthly Report/Letter Sanitation Program |
| The Hon. Jose M. Flores, Commissioner Precinct No. 3 | $ 42,425.00 | April 2017 Monthly Report/Letter Sanitation Program |
| The Hon. Celestino Avila Jr. Constable Precinct No. 1 | $ 1,855.00 | April 2017 Monthly Report/Letter |
| The Hon. Martin Cantu, Constable Precinct No. 2 | $ 4,243.00 | April 2017 Monthly Report/Letter |
| The Hon. Eddie Guerra, Hidalgo County Sheriff | $ 26,422.30 | April 2017 Monthly Report/Letter Fee Report |

| Department | Description |
|---|---|
| Ernesto Silva, City Manager<br>City of Donna | Donna TIRZ No. 1 Red River Subdivision |
| The Hon. Eddie Guerra, Hidalgo County Sheriff | Review of Sheriff's "B" Account Financial Statements For the month ended January 31, 2017 and February 28, 2017 |
| The Hon. Ricardo Rodriguez, Jr.<br>Hidalgo County Criminal District Attorney | Review of the H.B. 65 Financial Statements For the month ended February 28, 2017 |
| The Hon. Ricardo Rodriguez, Jr.<br>Hidalgo County Criminal District Attorney | Review of Hot Checks Processing Fees Report and Supporting Documentation For the Month of February 2017 |
| The Hon. Norma Garcia<br>Hidalgo County Treasurer<br>Mr. Sergio Cruz, Budget Officer<br>Department of Budge and Management | Audit of the 2016 Approved Salary Schedule<br>Audit No. 2016-02 |

| | |
|---|---|
| Mr. Rolando Garza, Chief Appraiser<br>Hidalgo County Appraisal District | 2017 Tax Roll Abatement-South Texas Electric Cooperative, Inc. Report No. 2017-23 |
| The Hon. Pablo Villarreal, Jr., RTA<br>Hidalgo County Tax Assessor/Collector | City of Mission TIRZ No. 1 (THMS1 and THMS2)<br>Report No. 2017-26 |
| Martin Garza, City Manager<br>City of Mission | City of Mission TIRZ No. 1 (THMS1 and THMS2)<br>Report No. 2017-26 |
| Richard Hinojosa, City Manager<br>City of Edinburg | Edinburg TIRZ No. 3, La Sienna Project<br>Report No. 2017-31 |

Respectfully,

Ray Eufracio, CPA
Hidalgo County Auditor

Attachments

# HIDALGO COUNTY FIRE MARSHAL MONTHLY REPORT
# FOR THE MONTH OF APRIL BPC

| DATE | APPLICANT NAME | RECEIPT NUMBER | Cash | Check | MO | TYPE OF SERVICE | TREASURER RECEIPT | AMOUNTS DUE TO COUNTY |
|---|---|---|---|---|---|---|---|---|
| 04/03/17 | GERARDO GARCIA | 153674 | X | | | BUSINESS OCCUPANCY | 209170 | $75.00 |
| 04/03/17 | JORGE MARTINEZ | 153684 | X | | | BURN PERMIT | 209170 | $25.00 |
| 04/03/17 | VICENTE MENDOZA | 153694 | | X | | BURN PERMIT | 209170 | $25.00 |
| 04/03/17 | JESUS PADRON | 153704 | X | | | COMMERCIAL BURN PERMIT | 209170 | $100.00 |
| 04/03/17 | VICTOR VERGIL | 153714 | X | | | BURN PERMIT | 209170 | $25.00 |
| 04/03/17 | JUAN J. LUNA | 153724 | X | | | BURN PERMIT | 209170 | $25.00 |
| 04/03/17 | DIMAS HINOJOSA | 153734 | X | | | BURN PERMIT | 209170 | $25.00 |
| 04/03/17 | MARTIN FLORES | 153744 | X | | | BURN PERMIT | 209170 | $25.00 |
| 04/03/17 | JORGE L. FIGUEROA | 153754 | X | | | BURN PERMIT | 209170 | $25.00 |
| 04/03/17 | FRANCISCO ESPARZA | 153764 | | X | | BURN PERMIT | 209170 | $25.00 |
| 04/03/17 | MARTHA CARRILLO | 153774 | | X | | BURN PERMIT | 209170 | $25.00 |
| 04/03/17 | MARTHA CARRILLO | 153784 | | X | | BURN PERMIT | 209170 | $25.00 |
| 04/03/17 | TERRY MEEKS | 153794 | | X | | BURN PERMIT | 209170 | $25.00 |
| 04/03/17 | TERRY MEEKS | 153804 | X | | | BURN PERMIT | 209170 | $25.00 |
| 04/04/17 | GUADALUPE BENAVIDES | 153814 | X | | | BURN PERMIT | 209253 | $25.00 |
| 04/04/17 | JOSE DE LEON | 153824 | X | | | BURN PERMIT | 209253 | $25.00 |
| 04/04/17 | CIPRIANO LEDESMA | 153834 | X | | | BURN PERMIT | 209253 | $25.00 |
| 04/04/17 | BLANCA RODRIGUEZ | 153844 | X | | | BURN PERMIT | 209253 | $25.00 |
| 04/04/17 | MARIA RODRIGUEZ | 153854 | | X | | BURN PERMIT | 209253 | $25.00 |
| 04/04/17 | RAUL MONTERO | 153864 | X | | | BURN PERMIT | 209253 | $25.00 |
| 04/04/17 | JAVIER JASSO | 153874 | X | | | BURN PERMIT | 209253 | $25.00 |
| 04/04/17 | REFUGIO GOMEZ | 153884 | X | | | BURN PERMIT | 209253 | $25.00 |



XI

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 04/05/17 | VOID | 15389 | VOID | VOID | VOID | VOID | 209254 | VOID |
| 04/05/17 | GUADALUPE MARTINEZ | 15390 | X | | | BUSINESS OCCUPANCY | 209254 | $75.00 |
| 04/05/17 | WILL LOWRY | 15391 | | X | | BUILDING PERMIT | 209254 | $252.50 |
| 04/05/17 | ARACELIA CARDENAS | 15392 | X | | | BUSINESS OCCUPANCY | 209254 | $75.00 |
| 04/05/17 | MANUEL LOPEZ | 15393 | X | | | BURN PERMIT | 209254 | $25.00 |
| 04/05/17 | RICARDO MASSO | 15394 | X | | | BUSINESS OCCUPANCY | 209254 | $75.00 |
| 04/05/17 | NEREYDA GARCIA | 15395 | | X | | BUSINESS OCCUPANCY | 209254 | $75.00 |
| 04/05/17 | MIRIAM MARTINEZ | 15396 | X | | | BUSINESS OCCUPANCY | 209254 | $75.00 |
| 04/05/17 | REYNALDO RAMIREZ | 15397 | X | | | BUSINESS OCCUPANCY | 209254 | $75.00 |
| 04/05/17 | NOE PENA | 15398 | X | | | BUSINESS OCCUPANCY | 209254 | $75.00 |
| 04/05/17 | KIMBERLY HERNANDEZ | 15399 | X | | | BUSINESS OCCUPANCY | 209254 | $75.00 |
| 04/05/17 | ELIZABETH LOPEZ | 15400 | X | | | BUSINESS OCCUPANCY | 209254 | $75.00 |
| 04/05/17 | BELGICA SALINAS | 15401 | | X | | BURN PERMIT & BUILDING PERMIT | 209254 | $225.00 |
| 04/06/17 | EDWARD GUELKER | 15402 | X | | | BURN PERMIT | 209363 | $25.00 |
| 04/06/17 | JESUS MENDOZA | 15403 | X | | | BURN PERMIT | 209363 | $25.00 |
| 04/06/17 | XAVIER KURUPASSERIL | 15404 | | X | | BURN PERMIT | 209363 | $25.00 |
| 04/06/17 | JOSE L. ALCANTAR | 15405 | X | | | BURN PERMIT | 209363 | $25.00 |
| 04/06/17 | POLO LOPEZ | 15406 | X | | | BUILDING PERMIT | 209363 | $200.00 |
| 04/07/17 | JUAN HERNANDEZ | 15407 | X | | | COMMERCIAL BURN PERMIT | 209365 | $100.00 |
| 04/07/17 | ADELMIRO AGUIRRE | 15408 | X | | | BURN PERMIT | 209365 | $25.00 |
| 04/07/17 | FELIPA GUERRA | 15409 | X | | | BURN PERMIT | 209365 | $25.00 |
| 04/07/17 | NARCISO LUNA | 15410 | X | | | BURN PERMIT | 209365 | $25.00 |
| 04/07/17 | SANTIAGO GONZALEZ | 15411 | X | | | BURN PERMIT | 209365 | $25.00 |
| 04/07/17 | JOSEFA BLANCO | 15412 | X | | | BURN PERMIT | 209365 | $25.00 |
| 04/07/17 | VERONICA DIAZ | 15413 | X | | | BURN PERM IT | 209365 | $25.00 |



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|---|---|---|---|---|---|---|---|---|
| 04/07/17 | MARCUS GARCIA | 15414 | X | | | BURN PERMIT | 209365 | $25.00 |
| 04/10/17 | PROCOPIO ZAMBALES | 15415 | X | | | DUPLICATE PERMIT | 209367 | $5.00 |
| 04/10/17 | MURPHY USA | 15416 | | X | | BUSINESS OCCUPANCY | 209367 | $75.00 |
| 04/10/17 | GUADALUPE MENDEZ | 15417 | X | | | BURN PERMIT | 209367 | $25.00 |
| 04/10/17 | JUANA DHUSE | 15418 | X | | | BURN PERMIT | 209367 | $25.00 |
| 04/10/17 | TOM ARZE | 15419 | X | | | BURN PERMIT | 209367 | $25.00 |
| 04/10/17 | SANDRA HERNANDEZ | 15420 | X | | | BURN PERMIT | 209367 | $25.00 |
| 04/10/17 | MARGARITA GAMEZ | 15421 | X | | | BURN PERMIT | 209367 | $25.00 |
| 04/10/17 | ANDRES MALDONADO | 15422 | X | | | BURN PERMIT | 209367 | $25.00 |
| 04/10/17 | GABRIEL LUGO | 15423 | X | | | COMMERCIAL BURN PERMIT | 209367 | $100.00 |
| 04/11/17 | ARTURO SALINAS | 15424 | X | | | BURN PERMIT | 209459 | $25.00 |
| 04/11/17 | JORGE RIVAS | 15425 | | X | | BURN PERMIT | 209459 | $25.00 |
| 04/12/17 | GERARDO OYERVIDEZ | 15426 | X | | | BUSINESS OCCUPANCY | 209460 | $75.00 |
| 04/12/17 | FRANCISCO O. GARCIA | 15427 | | X | | BUSINESS OCCUPANCY | 209460 | $75.00 |
| 04/12/17 | RUMALDO MUNIZ | 15428 | X | | | BUSINESS OCCUPANCY | 209460 | $75.00 |
| 04/12/17 | VOLCAN MUSIC HALL | 15429 | | X | | BUSINESS OCCUPANCY | 209460 | $75.00 |
| 04/12/17 | SERGIO GARCIA | 15430 | X | | | BUSINESS OCCUPANCY | 209460 | $75.00 |
| 04/12/17 | ROLANDO RANGEL | 15431 | X | | | BURN PERMIT | 209460 | $25.00 |
| 04/12/17 | ERIA JIMENEZ | 15432 | | X | | BUSINESS OCCUPANCY | 209460 | $75.00 |
| 04/12/17 | DALIA GUTIERREZ | 15433 | | X | | BURN PERMIT | 209460 | $25.00 |
| 04/12/17 | JULIA SALAZAR | 15434 | | X | | BUSINESS OCCUPANCY | 209460 | $75.00 |
| 04/12/17 | ELEAZAR TOVAR | 15435 | X | | | BUSINESS OCCUPANCY | 209460 | $75.00 |
| 04/12/17 | EFRAIN MUNOZ | 15436 | X | | | BURN PERMIT | 209460 | $25.00 |
| 04/12/17 | SYLVIA MUNIZ | 15437 | X | | | BUSINESS OCCUPANCY | 209460 | $75.00 |
| 04/12/17 | STEVE GARZA | 15438 | | X | | COMMERCIAL BURN PERMIT | 209460 | $100.00 |



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|---|---|---|---|---|---|---|---|---|
| 04/12/17 | MARIA C. BARCO | 15439 | | | X | BURN PERMIT | 209460 | $25.00 |
| 04/12/17 | REYNALDO LERMA | 15440 | X | | | DUPLICATE PERMIT | 209460 | $5.00 |
| 04/12/17 | ROBERTO CANO | 15441 | | X | | BUSINESS OCCUPANCY | 209460 | $75.00 |
| 04/12/17 | FRANCISCO GONZALEZ | 15442 | X | | | BURN PERMIT | 209460 | $25.00 |
| 04/12/17 | DAGOBERTO GONZALEZ | 15443 | X | | | BUSINESS OCCUPANCY | 209460 | $75.00 |
| 04/13/17 | JESSICA MENDIOLA | 15444 | X | | | BURN PERMIT | 209536 | $25.00 |
| 04/13/17 | CRISTELA VILLEGAS | 15445 | X | | | BURN PERMIT | 209536 | $25.00 |
| 04/13/17 | BRADY SALINAS | 15446 | X | | | BURN PERMIT | 209536 | $25.00 |
| 04/13/17 | SYLVIA LUNA | 15447 | X | | | BURN PERMIT | 209536 | $25.00 |
| 04/13/17 | SAN JUANITA CANTU | 15448 | X | | | BURN PERMIT | 209536 | $25.00 |
| 04/13/17 | GILBERTO NIETO | 15449 | X | | | BURN PERMIT | 209536 | $25.00 |
| 04/13/17 | MICHAEL MOORE | 15450 | X | | | BURN PERMIT | 209536 | $25.00 |
| 04/17/17 | GILBERT DE LA GARZA | 15451 | | X | | BURN PERMIT | 209537 | $25.00 |
| 04/17/17 | DIAMANTINA IBANEZ | 15452 | X | | | BURN PERMIT | 209537 | $25.00 |
| 04/17/17 | IVY GARZA | 15453 | X | | | COMMERCIAL BURN PERMIT | 209537 | $100.00 |
| 04/17/17 | SIXTO GUERRA | 15454 | | X | | BURN PERMIT | 209537 | $25.00 |
| 04/17/17 | MARIA COLUMBA | 15455 | X | | | BURN PERMIT | 209537 | $25.00 |
| 04/17/17 | CARLOS LOPEZ | 15456 | X | | | BURN PERMIT | 209537 | $25.00 |
| 04/18/17 | LUCINA ARJONA | 15457 | X | | | BURN PERMIT | 209742 | $25.00 |
| 04/18/17 | JAIME CHAVEZ | 15458 | | X | | BUILDING PERMIT | 209742 | $200.00 |
| 04/18/17 | ROLANDO GONZALEZ | 15459 | X | | | BUSINESS OCCUPANCY | 209742 | $75.00 |
| 04/18/17 | LEONIDE BAZAN | 15460 | X | | | DUPLICATE PERMIT | 209742 | $5.00 |
| 04/18/17 | JORGE VELASQUEZ | 15461 | X | | | BURN PERMIT | 209742 | $25.00 |
| 04/18/17 | NORMA GARCIA | 15462 | X | | | BURN PERMIT | 209742 | $25.00 |
| 04/18/17 | ANGEL GUTIERREZ | 15463 | X | | | BURN PERMIT | 209742 | $25.00 |



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|---|---|---|---|---|---|---|---|---|
| 04/18/17 | AURORA SAN MIGUEL | 15464 | X | | | BURN PERMIT | 209742 | $25.00 |
| 04/18/17 | DON LONGWELL | 15465 | | X | | COMMERCIAL BURN PERMIT X's 4 | 209742 | $400.00 |
| 04/18/17 | TIM CHAMPION | 15466 | | X | | BURN PERMIT | 209742 | $25.00 |
| 04/18/17 | DELIA LONGORIA | 15467 | | X | | BURN PERMIT | 209742 | $25.00 |
| 04/19/17 | FORTINO ROSALES | 15468 | X | | | BURN PERMIT | 209745 | $25.00 |
| 04/19/17 | LUCIO RAMIREZ | 15469 | X | | | BURN PERMIT | 209745 | $25.00 |
| 04/19/17 | GERARDO HERNANDEZ | 15470 | X | | | BURN PERMIT | 209745 | $25.00 |
| 04/19/17 | MELVIN SHOWS | 15471 | X | | | BURN PERMIT | 209745 | $25.00 |
| 04/19/17 | ZOILA LUMBRERAS | 15472 | | X | | BUILDING PERMIT | 209745 | $200.00 |
| 04/19/17 | LUIS BARBOSA | 15473 | X | | | BURN PERMIT | 209745 | $25.00 |
| 04/19/17 | LAURA DE LEON | 15474 | X | | | BUSINESS OCCUPANCY | 209745 | $75.00 |
| 04/19/17 | YESSICA HERNANDEZ | 15475 | X | | | BUSINESS OCCUPANCY | 209745 | $75.00 |
| 04/19/17 | RIGO HERNANDEZ | 15476 | X | | | BURN PERMIT | 209745 | $25.00 |
| 04/19/17 | REYNA REYES | 15477 | X | | | BUSINESS OCCUPANCY | 209745 | $75.00 |
| 04/19/17 | MANUEL SAUCEDA | 15478 | X | | | BUSINESS OCCUPANCY | 209745 | $75.00 |
| 04/19/17 | REYNA REYES | 15479 | X | | | BUSINESS OCCUPANCY | 209745 | $75.00 |
| 04/19/17 | ALICIA CAVAZOS | 15480 | X | | | BURN PERMIT | 209745 | $25.00 |
| 04/19/17 | FIDEL DE LA CRUZ | 15481 | X | | | BUSINESS OCCUPANCY | 209745 | $75.00 |
| 04/19/17 | ELIZABETH CARMONA | 15482 | X | | | BURN PERMIT | 209745 | $25.00 |
| 04/19/17 | ADRIAN GOMEZ | 15483 | X | | | BUSINESS OCCUPANCY | 209745 | $75.00 |
| 04/19/17 | SARAI ALBA LUNA | 15484 | X | | | BURN PERMIT | 209745 | $25.00 |
| 04/19/17 | JESUS RAMIREZ | 15485 | X | | | BURN PERMIT | 209745 | $25.00 |
| 04/19/17 | JASMINE M. DE LUNA | 15486 | | | X | BURN PERMIT | 209745 | $25.00 |
| 04/19/17 | LETICIA MARTINEZ | 15487 | | X | | BUSINESS OCCUPANCY | 209745 | $75.00 |
| 04/19/17 | NICOLAS BARRERA | 15488 | X | | | BURN PERMIT | 209745 | $25.00 |



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|---|---|---|---|---|---|---|---|---|
| 04/19/17 | MARLEN AGUIRRE | 15489 | X | | | BUSINESS OCCUPANCY | 209745 | $75.00 |
| 04/20/17 | STEPHEN RIOS | 15490 | X | | | DUPLICATE PERMIT | 209746 | $5.00 |
| 04/20/17 | ZULMA GONZALEZ | 15491 | X | | | COMMERCIAL BURN PERMIT | 209746 | $100.00 |
| 04/20/17 | JASON SOLIS | 15492 | | X | | BURN PERMIT | 209746 | $25.00 |
| 04/20/17 | ANGELINA CARRIZALEZ | 15493 | | X | | BURN PERMIT | 209746 | $25.00 |
| 04/20/17 | LUIS ESPINOZA | 15494 | X | | | BURN PERMIT | 209746 | $25.00 |
| 04/20/17 | JOSE RENTERIA | 15495 | | X | | BURN PERMIT | 209746 | $25.00 |
| 04/21/17 | ALEJANDRO MARTINEZ | 15496 | X | | | BURN PERMIT | 209747 | $25.00 |
| 04/21/17 | PEDRO QUINTANILLA | 15497 | X | | | BURN PERMIT | 209747 | $25.00 |
| 04/21/17 | EPIMENIA RODRIGUEZ | 15498 | X | | | BURN PERMIT | 209747 | $25.00 |
| 04/21/17 | ROLANDO GARZA | 15499 | X | | | BURN PERMIT | 209747 | $25.00 |
| 04/21/17 | LUCIANO HERNANDEZ | 15500 | X | | | BURN PERMIT | 209747 | $25.00 |
| 04/21/17 | JUAN TREVINO | 15501 | X | | | BURN PERMIT | 209747 | $25.00 |
| 04/21/17 | MELVIN ESPINOZA | 15502 | X | | | BURN PERMIT | 209747 | $25.00 |
| 04/21/17 | MARTIN GONZALEZ | 15503 | X | | | BURN PERMIT | 209747 | $25.00 |
| 04/24/17 | EVA BUSTOS | 15504 | X | | | BURN PERMIT | 209945 | $25.00 |
| 04/24/17 | RAQUEL SALINAS | 15505 | X | | | BURN PERMIT | 209945 | $25.00 |
| 04/24/17 | ALBERT RODRIGUEZ | 15506 | X | | | DUPLICATE PERMIT | 209945 | $5.00 |
| 04/24/17 | JIM DREW | 15507 | X | | | BURN PERMIT | 209945 | $25.00 |
| 04/24/17 | EDUARDO MAURICIO | 15508 | X | | | DUPLICATE PERMIT | 209945 | $5.00 |
| 04/24/17 | STACY GUGLIUZZI | 15509 | | X | | BURN PERMIT | 209945 | $25.00 |
| 04/24/17 | BRENDA GARCIA | 15510 | X | | | BURN PERMIT | 209945 | $25.00 |
| 04/25/17 | ADAM GUZMAN | 15511 | X | | | BURN PERMIT | 209944 | $25.00 |
| 04/25/17 | PEDRO LOPEZ JR. | 15512 | X | | | BURN PERMIT | 209944 | $25.00 |
| 04/25/17 | VALENTE GONZALEZ | 15513 | X | | | COMMERCIAL BURN PERMIT | 209944 | $100.00 |



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|---|---|---|---|---|---|---|---|---|
| 04/25/17 | AARON SANCHEZ | 15514 | | X | | BURN PERMIT | 209944 | $25.00 |
| 04/25/17 | DAVID HENRY | 15515 | | X | | BURN PERMIT | 209944 | $25.00 |
| 04/25/17 | RODOLFO ALVAREZ | 15516 | | X | | BURN PERMIT | 209944 | $25.00 |
| 04/25/17 | GRACIANO RODRIGUEZ | 15517 | X | | | BURN PERMIT | 209944 | $25.00 |
| 04/25/17 | JOSE MIRANDA | 15518 | X | | | BURN PERMIT | 209944 | $25.00 |
| 04/25/17 | ORLANDO VILLEGAS | 15519 | X | | | BURN PERMIT | 209944 | $25.00 |
| 04/25/17 | EMERARDO VILLARREAL | 15520 | X | | | BURN PERMIT | 209944 | $25.00 |
| 04/25/17 | BLANCA MARES | 15521 | X | | | BURN PERMIT | 209944 | $25.00 |
| 04/26/17 | BENITO ZUNIGA | 15522 | X | | | BURN PERMIT | 209946 | $25.00 |
| 04/26/17 | RAQUEL GARCIA | 15523 | X | | | BURN PERMIT | 209946 | $25.00 |
| 04/26/17 | OSCAR HERNANDEZ | 15524 | X | | | BUSINESS OCCUPANCY | 209946 | $75.00 |
| 04/26/17 | MARIA CALDERON | 15525 | X | | | BURN PERMIT | 209946 | $25.00 |
| 04/26/17 | IMELDA TREVINO | 15526 | X | | | BUSINESS OCCUPANCY | 209946 | $75.00 |
| 04/26/17 | ORLANDO CASTELAN | 15527 | X | | | BUSINESS OCCUPANCY | 209946 | $75.00 |
| 04/26/17 | NEMORIO MARTINEZ | 15528 | X | | | BUSINESS OCCUPANCY | 209946 | $75.00 |
| 04/26/17 | BSVJ MANAGEMENT | 15529 | X | | | BUSINESS OCCUPANCY | 209946 | $75.00 |
| 04/26/17 | JULIO GRANADOS | 15530 | X | | | BUSINESS OCCUPANCY | 209946 | $75.00 |
| 04/26/17 | MARILU GOMEZ | 15531 | | X | | BURN PERMIT | 209946 | $25.00 |
| 04/26/17 | MARILU GOMEZ | 15532 | | X | | BURN PERMIT | 209946 | $25.00 |
| 04/26/17 | EDGAR MENDOZA | 15533 | X | | | BURN PERMIT | 209946 | $25.00 |
| 04/26/17 | IRASEMA RIOS | 15534 | X | | | BUSINESS OCCUPANCY | 209946 | $75.00 |
| 04/26/17 | ANTONIO LOPEZ | 15535 | X | | | BUSINESS OCCUPANCY | 209946 | $75.00 |
| 04/26/17 | CARLOS PUENTE | 15536 | X | | | BUILDING PERMIT | 209946 | $200.00 |
| 04/26/17 | DORA CANTU | 15537 | X | | | BUSINESS OCCUPANCY | 209946 | $75.00 |
| 04/26/17 | SERGIO HERNANDEZ | 15538 | | X | | BUSINESS OCCUPANCY | 209946 | $75.00 |

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|---|---|---|---|---|---|---|---|---|
| 04/26/17 | PABLO MURDATO | 15539 | X | | | BUSINESS OCCUPANCY | 209946 | $75.00 |
| 04/26/17 | NORA MORALES | 15540 | X | | | BUSINESS OCCUPANCY | 209946 | $75.00 |
| 04/27/17 | YVETTE PEREZ | 15541 | X | | | COMMERCIAL BURN PERMIT | 210025 | $100.00 |
| 04/27/17 | CATARINE SANCHEZ | 15542 | X | | | BURN PERMIT X's 2 | 210025 | $50.00 |
| 04/27/17 | RAUL BETANCOURT | 15543 | X | | | BURN PERMIT | 210025 | $25.00 |
| 04/27/17 | JESUS VILLARREAL | 15544 | X | | | BURN PERMIT | 210025 | $25.00 |
| 04/27/17 | ANABEL ALVAREZ | 15545 | X | | | BURN PERMIT | 210025 | $25.00 |
| 04/27/17 | RUBEN MEDINA | 15546 | X | | | BURN PERMIT | 210025 | $25.00 |
| 04/27/17 | TED GRAHM | 15547 | X | | | BURN PERMIT | 210025 | $25.00 |
| 04/27/17 | JUAN ALONZO | 15548 | X | | | BURN PERMIT | 210025 | $25.00 |
| 04/28/17 | SERGIO A. GONZALEZ | 15549 | X | | | DUPLICATE PERMIT | 210024 | $5.00 |
| 04/28/17 | LEANDRO GARCIA | 15550 | X | | | BURN PERMIT | 210024 | $25.00 |
| 04/28/17 | PURA REYNA | 15551 | | X | | BURN PERMIT | 210024 | $25.00 |
| | | | | | | | *Grand Total* | $8,787.50 |

*This report has been personally reviewed by me and I certify the above to be true and correct to the best of my knowledge.*

Approved by: _____ 05.23.17
Fire Marshal — Date

Prepared by: Sulema Cavazos 5/23/17
Administrative Assistant — Date

Print Name: Homero Garza

Print Name: Sulema Cavazos

*This report is due in the Office of the County Auditor on or before the fifth (5th) business day after the end of the month.*

County Auditor's Form: ARS-FM-001
Revised 10/04

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY:
DATE: 5/26/17

Revised

# COUNTY of HIDALGO



EDINBURG, TEXAS 78539

*HIDALGO COUNTY AUDITOR'S OFFICE*
*Hidalgo County Administration Building*
*2808 South Business Highway 281*
*Edinburg, Texas 78539-6243*
*PHONE: (956) 318-2511*
*FAX: (956) 318-2577*
*WEBSITE: www.co.hidalgo.tx.us/auditor*

June 5, 2017

Mr. Homero Garza, Fire Marshal
Hidalgo County Fire Marshal's Office
1903 N. Knights Drive
Pharr, Texas 78577

Re: Review of *Monthly Fees Report* and Supporting Documentation
For the Month of April 2017

Dear Mr. Garza:

We conducted a limited scope review of the *Monthly Fees Report* and supporting documentation for the month of April 2017 pursuant to Local Government Code §115.002 (a) and (b). The objective of the review was to determine if fees collected were properly accounted and reported.

**Scope:**
The scope of the review was limited to collections reported by your office on the *Monthly Fees Report* for the month of April 2017. Our review was not designed nor intended to be a detailed study of every relevant control system, procedure, or transaction. Accordingly, the opportunities for improvement presented in this report may not be all-inclusive of areas where improvement could be made.

The responsibility for establishing and maintaining a sound internal control system rests with management. The objectives of an internal control system are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or theft, and that transactions are executed in accordance with management's authorization and recorded properly.

The purpose of this report is to furnish management independent, objective analyses, recommendations, and information concerning the area reviewed. The report should serve as a tool to help management discern and implement specific improvements.

**Methodology:**
In planning and performing our review, we reviewed applicable statutes, the *Monthly Fees Report*, and fee schedules. The following procedures were performed:

- Reviewed the submittal date of the *Monthly Fees Report* to the County Auditor's Office to determine if the report and supporting documentation were received within five days after the last day of the month pursuant to Local Government Code §114.001 (b).
- Verified the signature on the *Monthly Fees Report* to ensure that the report was signed by an authorized signatory as documented on the "Authorized Signatories Form."
- Verified the mathematical accuracy of the *Monthly Fees Report* by footing and cross-footing the reports.
- Reviewed receipts issued to determine if proper fee amounts were collected and reported.

- Verified receipts issued followed a sequential order.
- Verified that procedures for voided receipts were properly followed.
- Reviewed *Daily Remittance forms* to determine whether fees collected were properly accounted and deposited with the County Treasurer on or before the fifth day after the day on which the funds were received.
- Verified that the collections per the *Monthly Fees Report* agreed to total receipts issued and the deposits made with the County Treasurer.
- Reviewed receipts issued, *Daily Remittance forms*, and the *Monthly Fees Report* to verify proper completion.

**Conclusion:**
Total collections for the month of April 2017 were $8,787.50. Based on the results of our review, we have concluded that fees collected were generally properly accounted and reported; however, improvements could be made to the system of internal controls as noted in the following observation.

**Observation No. 1:**
The April 18, 2017 collections contained an overage of $75.00. Staff could not provide an explanation for the overage. The overage was deposited with other collections and recorded as miscellaneous revenue.

The County Auditor's Office requires that management monitor all overages to determine if there is a pattern meriting further investigation, modification of collection procedures, retraining of personnel, or disciplinary action.

Failure to monitor all overages to determine if there is a pattern meriting further investigation, modification of collection procedures, retraining of personnel, or disciplinary action may result in the loss of County revenue.

**Recommendation:**
Management should monitor all overages to determine if there is a pattern meriting further investigation, modification of collection procedures, retraining of personnel, or disciplinary action.

If you have any questions, please contact Letty Chavez, Compliance Audit Supervisor, at 318-2511 ext. 4651, Arcy B. Duran, CPA, Director of Audit, at ext. 4645, Linda Fong, First Assistant Auditor, at ext. 4668, or me at ext. 4604.

Respectfully,

Ray Eufracio, CPA
County Auditor

cc: Valde Guerra, County Executive Officer

**HIDALGO COUNTY HEALTH DEPARTMENT**
**ENVIRONMENTAL HEALTH DIVISION**
**MONTHLY FEES REPORT**
**FOR THE MONTH OF: April 2017**

## Part I: RECAP OF COLLECTIONS

*A. TOTAL CASH COLLECTED* — $22,035.00

1. ON-SITE SEWAGE DISPOSAL INSPECTION PERMIT FEES
   a. INSTALLATION PERMIT FEE
      1. EDINBURG — $5,780.00
      2. MISSION — $-
      3. WESLACO — $-
      — $5,780.00
   b. FINAL INSPECTION PERMIT FEE
      1. EDINBURG — $4,080.00
      2. MISSION — $-
      3. WESLACO — $-
      — $4,080.00
2. RESTAURANT INSPECTION FEE — $12,175.00
3. FOOD HANDLER'S CERTIFICATE FEES — $-
4. MOBILE UNIT DECAL FEES — $-

**TOTAL AMOUNT DUE TO THE COUNTY TREASURER:** (Should Match Amt in Part II) — **$22,035.00**

## Part II: SUMMARY OF COLLECTIONS REMITTED TO THE CO. TREASURER

| Name of Fee Collected | Fee Amt. | Statute Ref. | # Issued | GL Account Number | Amount Collected |
|---|---|---|---|---|---|
| *LOCAL FEES* | | | | | |
| Installation Permit Fee | $75 | HSC § 366.001 (A) | 68 | 1100-345-21-340-000-0-000 | $5,100.00 |
| Final Inspection Permit Fee | $60 | HSC § 366.001 (A) | 68 | 1100-345-25-340-000-0-000 | $4,080.00 |
| Restaurant Inspection Fee | $150, $125, $100 | HSC § 437.012 | 1254 | 1100-345-22-340-000-0-000 | $12,175.00 |
| Food Handler's Certificate Fee | $10 | HSC § 438.047 | 0 | 1100-345-23-340-001-0-000 | $- |
| Mobile Unit Decal Fee | $5 | HSC § 121.006 (a) | 0 | 1100-345-24-340-000-0-000 | $- |
| *STATE FEES* | | | | | |
| TCEQ Waste Water Fee | $10 | HSC § 367.010 | 68 | 1100-207-20-000-002-0-000 | $680.00 |

**TOTAL AMOUNT DUE TO THE COUNTY TREASURER:** $22,035.00

*variance should => "0"* -

Roberto Serna
PREPARED BY

5-10-17
DATE

THIS REPORT HAS BEEN PERSONALLY REVIEWED BY ME & I CERTIFY IT TO BE TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE.

5-10-17
DATE

HEALTH DEPARTMENT DIRECTOR

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY: Bmo
DATE: 5/19/17

Revised

This Report is Due in the Office of the County Auditor before the (5th) workday of the following month.

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# COUNTY of HIDALGO

*HIDALGO COUNTY AUDITOR'S OFFICE*
*Hidalgo County Administration Building*
*2808 South Business Highway 281*
*Edinburg, Texas 78539-6243*
*PHONE: (956) 318-2511*
*FAX: (956) 318-2577*
*WEBSITE: www.co.hidalgo.tx.us/auditor*





EDINBURG, TEXAS 78539

June 6, 2017

Mr. Eduardo Olivarez, Chief Administrator
Hidalgo County Heath & Human Services Department
1304 S. 25th Street
Edinburg, Texas 78539

Re: Review of the Environmental Health Division *Monthly Fees Report*
For the month of April 2017

Dear Mr. Olivarez:

We conducted a limited scope review of the Environmental Health Division *Monthly Fees Report* and supporting documentation for the month of April 2017 pursuant to Local Government Code §115.002 (a) and (b). The objective of the review was to determine if fees collected were properly accounted and reported.

**Scope:**
The scope of the review was limited to collections reported by your office on the *Monthly Fees Report* for the month of April 2017. Our review was not intended to be a detailed study of every relevant control system, procedure, or transaction. Accordingly, the opportunities for improvement presented in this report may not be all-inclusive of areas where improvement could be made.

The responsibility for establishing and maintaining a sound internal control system rests with management. The objectives of an internal control system are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or theft, and that transactions are executed in accordance with management's authorization and recorded properly.

The purpose of this report is to furnish management independent, objective analyses, recommendations, and information concerning the area reviewed. The report should serve as a tool to help management discern and implement specific improvements.

**Methodology:**
In planning and performing our review, we reviewed applicable statutes, the *Monthly Fees Report*, and fee schedules. The following procedures were performed:

- Reviewed the submittal date of the *Monthly Fees Report* to the County Auditor's Office to determine if the report and supporting documentation were received within five days after the last day of the month pursuant to Local Government Code §114.001(b).
- Verified the signature on the *Monthly Fees Report* to ensure that the report was signed by an authorized signatory as documented on the "Authorized Signatories Form."
- Verified the mathematical accuracy of the *Monthly Fees Report* by footing and cross-footing the report.
- Reviewed receipts issued to determine if proper fee amounts were collected and reported.
- Verified that receipts were issued in sequential order.
- Verified that procedures for voided receipts were properly followed.
- Reviewed *Daily Remittance/Close-Out Reports* (*Close-Out Reports*) to determine if fees collected were properly accounted and deposited with the financial institution on a daily basis.


HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINGLETERRY JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | L. KENO VASQUEZ JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | RENEE R. BETANCOURT JUDGE, 449TH D.C.

- Verified that the collections per the *Monthly Fees Report* agreed to: 1.) Total receipts issued by the Environmental Health Division; 2.) Total deposits made with the financial institution; 3.) Total receipts issued by the County Treasurer.
- Reviewed receipts issued, *Close-Out Reports*, and the *Monthly Fees Report* to verify proper completion.

**Conclusion:**
Total collections for the month of April 2017 were $22,035.00. Based on the results of our review, we have concluded that fees collected were properly accounted and reported.

If you have any questions, please contact Letty Chavez, Compliance Audit Supervisor, at 318-2511 ext. 4651, Arcy B. Duran, CPA, Director of Audit, at ext. 4645, Linda Fong, First Assistant Auditor, at ext. 4668, or me at ext. 4604.

Respectfully,

Ray Eufracio, CPA
County Auditor

cc: Valde Guerra, County Executive Officer

**COUNTY OF HIDALGO, TEXAS**
**SCHEDULE OF RECIPTS AND DEPOSITS FOR THE MONTH OF: Mar-17**
**PRECINCT 1, SANITATION PROGRAM**

| | Receipt Date | Receipt # Sequence BEG # | END # | Total Collected | Credit Card Amount (Direct Deposit) | LONE STAR NATIONAL BANK Deposit Amount | Date of Deposit | Deposit Slip Number | COUNTY TREASURER Receipt Amount | Receipt Date | Receipt Number | Diff on Dates | OVER/ (SHORT) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 1-Mar | 21013 | 21070 | $ 2,450.00 | $ 500.00 | $ 1,950.00 | 3/01/17 | 212 00547 | $ 2,450.00 | 3/9/2017 | 208256 | -8 | $ - |
| 2 | 2-Mar | 21071 | 21125 | $ 2,275.00 | $ 325.00 | $ 1,950.00 | 3/02/17 | 212 00548 | $ 2,275.00 | 3/9/2017 | 208258 | -7 | $ - |
| 3 | 3-Mar | 21126 | 21206 | $ 2,850.00 | $ 500.00 | $ 2,350.00 | 3/03/17 | 212 00549 | $ 2,850.00 | 3/9/2017 | 208259 | -6 | $ - |
| 4 | 4-Mar | | | | | | | 212 | | | | 0 | $ - |
| 5 | 5-Mar | | | | | | | 212 | | | | 0 | $ - |
| 6 | 6-Mar | 21207 | 21285 | $ 2,900.00 | $ 500.00 | $ 2,400.00 | 3/06/17 | 212 00550 | $ 2,900.00 | 3/9/2017 | 208260 | -3 | $ - |
| 7 | 7-Mar | 21286 | 21335 | $ 1,750.00 | $ 300.00 | $ 1,450.00 | 3/07/17 | 212 00551 | $ 1,750.00 | 3/9/2017 | 208261 | -2 | $ - |
| 8 | 8-Mar | 21336 | 21400 | $ 2,250.00 | $ 175.00 | $ 2,075.00 | 3/08/17 | 212 00552 | $ 2,250.00 | 3/17/2017 | 208507 | -9 | $ - |
| 9 | 9-Mar | 21401 | 21430 | $ 1,000.00 | $ 300.00 | $ 700.00 | 3/09/17 | 212 00553 | $ 1,000.00 | 3/17/2017 | 208508 | -8 | $ - |
| 10 | 10-Mar | 21431 | 22503 | $ 2,575.00 | $ 600.00 | $ 1,975.00 | 3/10/17 | 212 00554 | $ 2,575.00 | 3/17/2017 | 208509 | -7 | $ - |
| 11 | 11-Mar | | | | | | | 212 | | | | 0 | $ - |
| 12 | 12-Mar | | | | | | | 212 | | | | 0 | $ - |
| 13 | 13-Mar | 21504 | 21577 | $ 2,775.00 | $ 775.00 | $ 2,000.00 | 3/13/17 | 212 00555 | $ 2,775.00 | 4/12/2017 | 209419 | -30 | $ - |
| 14 | 14-Mar | 21578 | 21638 | $ 2,175.00 | $ 350.00 | $ 1,825.00 | 3/14/17 | 212 00556 | $ 2,175.00 | 4/12/2017 | 209420 | -29 | $ - |
| 15 | 15-Mar | 21639 | 21692 | $ 2,100.00 | $ 675.00 | $ 1,450.00 | 3/15/17 | 212 00557 | $ 2,100.00 | 4/12/2017 | 209421 | -28 | $ (25.00) |
| 16 | 16-Mar | 21693 | 21744 | $ 1,800.00 | $ 250.00 | $ 1,525.00 | 3/16/17 | 212 00558 | $ 1,800.00 | 4/12/2017 | 209423 | -27 | $ 25.00 |
| 17 | 17-Mar | 21745 | 21832 | $ 3,400.00 | $ 675.00 | $ 2,725.00 | 3/17/17 | 212 00559 | $ 3,400.00 | 3/27/2017 | 208886 | -10 | $ - |
| 18 | 18-Mar | | | | | | | 212 | | | | 0 | $ - |
| 19 | 19-Mar | | | | | | | 212 | | | | 0 | $ - |
| 20 | 20-Mar | 21833 | 21900 | $ 2,450.00 | $ 675.00 | $ 1,775.00 | 3/20/17 | 212 00560 | $ 2,450.00 | 3/27/2017 | 208888 | -7 | $ - |
| 21 | 21-Mar | 21901 | 21948 | $ 1,475.00 | $ 75.00 | $ 1,400.00 | 3/21/17 | 212 00561 | $ 1,475.00 | 3/27/2017 | 208889 | -6 | $ - |
| 22 | 22-Mar | 21949 | 21989 | $ 1,325.00 | $ 275.00 | $ 1,050.00 | 3/22/17 | 212 00562 | $ 1,325.00 | 3/27/2017 | 208890 | -5 | $ - |
| 23 | 23-Mar | 21990 | 22028 | $ 1,500.00 | $ 400.00 | $ 1,100.00 | 3/23/17 | 212 00563 | $ 1,500.00 | 3/27/2017 | 208891 | -4 | $ - |
| 24 | 24-Mar | 22029 | 22079 | $ 1,750.00 | $ 325.00 | $ 1,425.00 | 3/24/17 | 212 00564 | $ 1,750.00 | 4/3/2017 | 209071 | -10 | $ - |
| 25 | 25-Mar | | | | $ - | | | 212 | | | | 0 | $ - |
| 26 | 26-Mar | | | | | | | 212 | | | | 0 | $ - |
| 27 | 27-Mar | 22080 | 22161 | $ 3,050.00 | $ 500.00 | $ 2,550.00 | 3/27/17 | 212 00565 | $ 3,050.00 | 4/12/2017 | 209428 | -16 | $ - |
| 28 | 28-Mar | 22162 | 22211 | $ 1,625.00 | $ 275.00 | $ 1,350.00 | 3/28/17 | 212 00566 | $ 1,625.00 | 4/12/2017 | 209429 | -15 | $ - |
| 29 | 29-Mar | 22212 | 22250 | $ 1,400.00 | $ 150.00 | $ 1,250.00 | 3/29/17 | 212 00567 | $ 1,400.00 | 4/12/2017 | 209430 | -14 | $ - |
| 30 | 30-Mar | 22251 | 22283 | $ 1,175.00 | $ 325.00 | $ 850.00 | 3/30/17 | 212 00568 | $ 1,175.00 | 4/12/2017 | 209432 | -13 | $ - |
| 31 | 31-Mar | 22284 | 22338 | $ 2,075.00 | $ 475.00 | $ 1,600.00 | 3/31/17 | 212 00569 | $ 2,075.00 | 4/12/2017 | 209433 | -12 | $ - |
| | | TOTALS | | $ 48,125.00 | $ 9,400.00 | $ 38,725.00 | | | | | | | $ - |

| | |
|---|---|
| TOTAL AMOUNT DUE TO GENERAL FUND ---- 1100-322-70-121-000-0-000 | $ 48,125.00 |
| LESS: TOTAL AMOUNT REMITTED TO GENERAL FUND (DIRECT DEPOSIT) | $ 9,400.00 |
| TOTAL FUNDS DUE TO THE COUNTY TREASURER | $ 38,725.00 |

PREPARED BY: [signature]

THIS REPORT HAS BEEN PERSONALLY REVIEWED BY ME AND I CERTIFY IT TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

[signature]
APPROVED BY

4/19/17
DATE

THIS REPORT IS DUE IN THE OFFICE OF THE COUNTY AUDITOR BEFORE THE FIFTH (5TH) WORKING DAY OF THE FOLLOWING MONTH.

COUNTY AUDITOR'S FORM: RE-PCT.1-005 REVISED

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 5.8.17 5/19/17

RECEIVED
APR 20 2017
Hidalgo County
AUDITORS OFFICE

X

COUNTY of HIDALGO

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor



EDINBURG, TEXAS 78539

May 25, 2017

The Honorable David L. Fuentes, Commissioner
Hidalgo County Precinct No. 1
1902 Joe Stephens Suite 101
Weslaco, Texas 78596

Re: Review of the Precinct 1 Sanitation Program *Monthly Fees Report* and Supporting Documentation For the month of March 2017

Dear Commissioner Fuentes:

We conducted a limited scope review of the Precinct 1 Sanitation Program *Monthly Fees Report* and supporting documentation for the month of March 2017 pursuant to Local Government Code §115.002 (a) and (b). The objective of the review was to determine if fees collected were properly accounted and reported.

**Scope:**
The scope of the review was limited to collections reported by your office on the *Monthly Fees Report* for the month of March 2017. Our review was not designed nor intended to be a detailed study of every relevant control system, procedure, or transaction. Accordingly, the opportunities for improvement presented in this report may not be all-inclusive of areas where improvement could be made.

The responsibility for establishing and maintaining a sound internal control system rests with management. The objectives of an internal control system are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or theft, and that transactions are executed in accordance with management's authorization and recorded properly.

The purpose of this report is to furnish management independent, objective analyses, recommendations, and information concerning the area reviewed. The report should serve as a tool to help management discern and implement specific improvements.

**Methodology:**
In planning and performing our review, we reviewed applicable statutes, the *Monthly Fees Report*, and fee schedules. The following procedures were performed:

- Reviewed the submittal date of the *Monthly Fees Report* to the County Auditor's Office to determine if the report and applicable supporting documentation were received within five days after the last day of the month pursuant to Local Government Code §114.001 (b).
- Verified the signature on the *Monthly Fees Report* to ensure that the report was signed by an authorized signatory as documented on the "Authorized Signatories Form."
- Verified the mathematical accuracy of the *Monthly Fees Report* by footing and cross-footing the report.
- Reviewed receipts issued to determine if proper fee amounts were collected and reported.
- Verified that receipts and permits issued followed a sequential order.
- Verified that procedures for voided receipts and voided permits were properly followed.

HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINGLETERRY JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | L. KENO VASQUEZ JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | RENEE R. BETANCOUR JUDGE, 449TH D.C.

- Reviewed *Cashier's Daily Close-Out Reports/Daily Remittance Forms (Close-Out Reports)* to determine if fees collected were properly accounted and deposited with the financial institution on a daily basis.
- Verified that the collections per the *Monthly Fees Report* agreed to: 1.) total receipts issued by the Precinct; 2.) total deposits made with the financial institution; and 3.) total receipts issued by the County Treasurer.
- Reviewed receipts issued, *Close-Out Reports*, and *Monthly Fees Report* to verify proper completion.

**Conclusion:**
Total collections for the month of March 2017 were $48,125.00. Based on the results of our review, we have concluded that fees collected were generally properly accounted and reported. However, the system of internal controls for the collection and safeguarding of cash requires improvement as noted in the following observations.

**Observation No. 1:**
We noted during our review that receipt number 21604 was not properly voided. The receipt did not contain a supervisor's signature of approval and the date receipt was voided. According to staff, the supervisor was not aware that they were required to sign voided receipts.

The County Auditor's Office requires that approval to void a receipt be obtained prior to voiding a receipt. Approval of void receipts should be limited to supervisors. The supervisors should ensure the original and all copies of the void receipt contain on the face of the receipt the word "void", an explanation for the void, the date receipt was voided, and the supervisor's signature of approval. In addition, the properly authorized voided receipt must be submitted to the Auditor's Office along with the monthly reports.

Failure to ensure that receipts are properly voided may result in the loss of County funds.

**Recommendation:**
Management should ensure that all receipts are properly voided. At a minimum, the procedures noted above should be implemented.

**Observation No. 2:**
We noted during our review that the March 2017 "Void Permit Log" was not properly completed. All entries on the "Void Permit Log" were missing a supervisor's signature of approval and not all void/reissued permits were documented on the "Void Permit Log." According to staff, the supervisor was not aware that they were required to sign the "Void Permit Log."

The County Auditor's Office requires for the Precinct to maintain a "Void Permit Log" to document the issuance of a new permit to replace an active permit (void permit). The "Void Permit Log" requires for the employee to document the date permit was void, void permit number, reason for void, new permit number, the name of the individual requesting the new permit, employee's signature, and the supervisor's signature of approval. The supervisor's signature must be obtained prior to voiding the permit.

Failure to ensure that the "Void Permit Log" is properly completed may result in the loss of County funds.

**Recommendation:**
Management should ensure that the "Void Permit Log" is properly completed. In addition, management should ensure that all void permits are approved by a supervisor prior to voiding a permit.

**Observation No. 3:**
The *Monthly Fees Report* and applicable supporting documentation were not filed with the County Auditor's Office within five days after the last day of the month pursuant to Local Government Code §114.001 (b). The report was submitted nine days late.

Local Government Code §114.001 (b) requires monthly reports to be filed with the County Auditor's Office within five days after the last day of each month.

Failure to ensure that the monthly report is filed with the County Auditor's Office within five days after the last day of the month may result in the improper reporting of County funds.

**Recommendation:**
Management should ensure that the *Monthly Fees Report* and supporting documentation are filed with the County Auditor's Office within five days after the last day of the month.

In addition, on January 2016, February 2016, May 2016, July 2016, and October 2016, we noted the Sanitation Precinct 1 Program had six missing permits. The County Auditor's Office requested that $150.00 for the six missing permits be replenished and deposited with the County Treasurer. As of today, the funds have not been deposited. The $150.00 should be immediately deposited with the County Treasurer.

If you have any questions, please contact Letty Chavez, Compliance Audit Supervisor, at 318-2511 ext. 4651, or Arcy B. Duran, CPA, Director of Audit, at ext. 4645, Linda Fong, First Assistant Auditor, at ext. 4648, or me at ext. 4604.

Respectfully,

Ray Eufracio, CPA
County Auditor

cc: Valde Guerra, Executive Officer

COUNTY OF HIDALGO, TEXAS
SCHEDULE OF RECIPTS AND DEPOSITS FOR THE MONTH OF: APRIL 2017
PRECINCT 2, SANITATION PROGRAM

PBC

| | Receipt Date | Receipt # Sequence BEG # | Receipt # Sequence END # | Total Collected | Credit Card Amount (Direct Deposit) | LONE STAR NATIONAL BANK Deposit Amount | Date of Deposit | Deposit Slip Number | | COUNTY TREASURER Receipt Amount | Receipt Date | Receipt Number | Diff on Dates | OVER/ (SHORT) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 1-Apr | CLOSED | | | | | | 222 | | | | | 0 | $ - |
| 2 | 2-Apr | CLOSED | | | | | | 222 | | | | | 0 | $ - |
| 3 | 3-Apr | 222-04763 | 222-04770 | $ 375 | $ 100 | $ 275 | 4/3/2017 | 222 | 00545 | $ 375 | 4/10/2017 | 209325 | -7 | $ - |
| 4 | 4-Apr | 222-04771 | 222-04778 | $ 225.00 | $ 50.00 | $ 175.00 | 4/4/2017 | 222 | 00546 | $ 225.00 | 4/10/2017 | 209326 | -6 | $ - |
| 5 | 5-Apr | 222-04779 | 222-04785 | $ 250.00 | | $ 250.00 | 4/5/2017 | 222 | 00547 | $ 250.00 | 4/10/2017 | 209327 | -5 | $ - |
| 6 | 6-Apr | 222-04786 | 222-04793 | $ 275 | $ 25.00 | $ 250 | 4/6/2017 | 222 | 00548 | $ 275 | 4/17/2017 | 209487 | -11 | $ - |
| 7 | 7-Apr | 222-04794 | 222-04799 | $ 225 | $ 50.00 | $ 175 | 4/7/2017 | 222 | 00549 | $ 225 | 4/17/2017 | 209488 | -10 | $ - |
| 8 | 8-Apr | CLOSED | | | | | | 222 | | | | | 0 | $ - |
| 9 | 9-Apr | CLOSED | | | | | | 222 | | | | | 0 | $ - |
| 10 | 10-Apr | 222-04800 | 222-04804 | $ 200 | | $ 200 | 4/10/2017 | 222 | 00550 | $ 200 | 4/17/2017 | 209489 | -7 | $ - |
| 11 | 11-Apr | 222-04805 | 222-04808 | $ 200.00 | | $ 200.00 | 4/11/2017 | 222 | 00551 | $ 200.00 | 4/17/2017 | 209490 | -6 | $ - |
| 12 | 12-Apr | 222-04809 | 222-04816 | $ 375.00 | | $ 375.00 | 4/12/2017 | 222 | 00552 | $ 375.00 | 4/19/2017 | 209628 | -7 | $ - |
| 13 | 13-Apr | 222-04817 | 222-04818 | $ 75 | | $ 75 | 4/18/2017 | 222 | 00553 | $ 75 | 4/24/2017 | 209717 | -6 | $ - |
| 14 | 14-Apr | HOLIDAY | | | | | | 222 | | | | | 0 | $ - |
| 15 | 15-Apr | CLOSED | | | | | | 222 | | | | | 0 | $ - |
| 16 | 16-Apr | CLOSED | | | | | | 222 | | | | | 0 | $ - |
| 17 | 17-Apr | 222-04819 | 222-04828 | $ 475 | $ 175 | $ 300 | 4/18/2017 | 222 | 00554 | $ 475 | 4/24/2017 | 209718 | -6 | $ - |
| 18 | 18-Apr | 222-04829 | 222-04835 | $ 175.00 | $ 50.00 | $ 125.00 | 4/18/2017 | 222 | 00555 | $ 175.00 | 4/24/2017 | 209719 | -6 | $ - |
| 19 | 19-Apr | 222-04836 | 222-04843 | $ 200.00 | $ 50.00 | $ 150.00 | 4/19/2017 | 222 | 00556 | $ 200.00 | 4/25/2017 | 209846 | -6 | $ - |
| 20 | 20-Apr | 222-04844 | 222-04850 | $ 175 | | $ 175 | 4/20/2017 | 222 | 00557 | $ 175 | 4/25/2017 | 209848 | -5 | $ - |
| 21 | 21-Apr | 222-04851 | 222-04851 | $ 50 | | $ 50 | 4/24/2017 | 222 | 00558 | $ 50 | 4/26/2017 | 209892 | -2 | $ - |
| 22 | 22-Apr | CLOSED | | | | | | 222 | | | | | 0 | $ - |
| 23 | 23-Apr | CLOSED | | | | | | 222 | | | | | 0 | $ - |
| 24 | 24-Apr | 222-04852 | 222-04855 | $ 225 | | $ 225 | 4/24/2017 | 222 | 00559 | $ 225 | 4/26/2017 | 209893 | -2 | $ - |
| 25 | 25-Apr | 222-04856 | 222-04858 | $ 100.00 | | $ 100.00 | 4/25/2017 | 222 | 00560 | $ 100.00 | 4/26/2017 | 209916 | -1 | $ - |
| 26 | 26-Apr | 222-04859 | 222-04860 | $ 50.00 | | $ 50.00 | 4/28/2017 | 222 | 00561 | $ 50.00 | 5/5/2017 | 210183 | -7 | $ - |
| 26 | 27-Apr | 222-04861 | 222-04867 | $ 250 | $ 25 | $ 225 | 4/28/2017 | 222 | 00562 | $ 250 | 5/5/2017 | 210185 | -7 | $ - |
| 27 | 28-Apr | 222-04868 | 222-04870 | $ 150 | $ 25 | $ 125 | 4/28/2017 | 222 | 00563 | $ 150 | 5/5/2017 | 210186 | -7 | $ - |
| 29 | 29-Apr | CLOSED | | | | | | 222 | | | | | 0 | $ - |
| 30 | 30-Apr | CLOSED | | | | | | 222 | | | | | 0 | $ - |
| 31 | 1-May | | | | | | | 222 | | | | | 0 | $ - |
| | TOTALS | | | $ 4,050.00 | $ 550.00 | $ 3,500.00 | | | | $ 4,050.00 | | | | $ - |

TOTAL AMOUNT DUE TO GENERAL FUND ---------- 1100-322-70-122-000 0-000 ---------- $ 4,050.00
LESS: TOTAL AMOUNT REMITTED TO GENERAL FUND (COUNTY TREASURER) ---------- $ 4,050.00
OVER/(SHORT) ---------- $ -

PREPARED BY: Belinda Martinez

THIS REPORT HAS BEEN PERSONALLY REVIEWED BY ME AND I CERTIFY IT TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Erika Zamora
APPROVED BY

5/17/17
DATE

THIS REPORT IS DUE IN THE OFFICE OF THE COUNTY AUDITOR BEFORE THE FIFTH (5TH) WORKING DAY OF THE FOLLOWING MONTH

COUNTY AUDITOR'S FORM RE-PCT 2-005 REVISED 12/2014

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY:
DATE: 5/19/17

COUNTY of HIDALGO

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor



EDINBURG, TEXAS 78539

June 5, 2017

The Honorable Eduardo Cantu, Commissioner
Hidalgo County Precinct No. 2
300 W. Hall Acres Suite G
Pharr, Texas 78577

Re: Review of the Precinct 2 Sanitation Program *Monthly Fees Report* and Supporting Documentation For the Month of April 2017

Dear Commissioner Cantu:

We conducted a limited scope review of the Precinct 2 Sanitation Program *Monthly Fees Report* and supporting documentation for the month of April 2017 pursuant to Local Government Code §115.002 (a) and (b). The objective of the review was to determine if fees collected were properly accounted and reported.

**Scope:**
The scope of the review was limited to collections reported by your office on the *Monthly Fees Report* for the month of April 2017. Our review was not designed nor intended to be a detailed study of every relevant control system, procedure, or transaction. Accordingly, the opportunities for improvement presented in this report may not be all-inclusive of areas where improvement could be made.

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The purpose of this report is to furnish management independent, objective analyses, recommendations, and information concerning the area reviewed. The report should serve as a tool to help management discern and implement specific improvements.

**Methodology:**
In planning and performing our review, we reviewed applicable statutes, the *Monthly Fees Report*, and fee schedules. The following procedures were performed:

- Reviewed the submittal date of the *Monthly Fees Report* to the County Auditor's Office to determine if the report and applicable supporting documentation were received within five days after the last day of the month pursuant to Local Government Code §114.001 (b).
- Verified the signature on the *Monthly Fees Report* to ensure that the report was signed by an authorized signatory as documented on the "Authorized Signatories Form."
- Verified the mathematical accuracy of the *Monthly Fees Report* by footing and cross-footing the report.
- Reviewed receipts issued to determine if proper fee amounts were collected and reported.
- Verified that receipts and permits issued followed a sequential order.
- Verified that procedures for voided receipts and voided permits were properly followed.

- Reviewed *Cashier's Daily Close-Out Reports/Daily Remittance Forms (Close-Out Report)* to determine if fees collected were properly accounted and deposited with the financial institution on a daily basis.
- Verified that the collections per the *Monthly Fees Report* agreed to: 1.) Total receipts issued by the Precinct; 2.) Total deposits made with the financial institution; and 3.) Total receipts issued by the County Treasurer.
- Reviewed receipts issued, *Close-Out Reports,* and the *Monthly Fees Report* to verify proper completion.

**Conclusion:**
Total collections for the month of April 2017 were $4,050.00. Based on the results of our review, we have concluded that fees collected were generally properly accounted and reported.

If you have any questions, please contact Letty Chavez, Compliance Audit Supervisor, at 318-2511 ext. 4651, or Arcy B. Duran, CPA, Director of Audit, at ext. 4645, Linda Fong, First Assistant Auditor, ext 4668, or me at ext 4604.

Respectfully,

Ray Eufracio, CPA
County Auditor

cc: Valde Guerra, County Executive Officer

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 3-23-17
J.C 5/4/17

**COUNTY OF HIDALGO, TEXAS**
**SCHEDULE OF RECIPTS AND DEPOSITS FOR THE MONTH OF: Feb. 2017**
**PRECINCT 3, SANITATION PROGRAM**

| | Receipt Date | Receipt # Sequence BEG # | Receipt # Sequence END # | Total Collected | Credit Card Amount (Direct Deposit) | LONE STAR NATIONAL BANK Deposit Amount | Date of Deposit | Deposit Slip Number | COUNTY TREASURER Receipt Amount | Receipt Date | Receipt Number | Diff on Dates | OVER/ (SHORT) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 1-Feb | 232-32785 | 232-32839 | $ 1,650.00 | $ 250.00 | $ 1,400.00 | 2-1-17 | 232 00547 | $ 1,650.00 | 2/6/2017 | 207143 | -5 | $ - |
| 2 | 2-Feb | 232-32840 | 232-32881 | $ 1,350.00 | $ 325.00 | $ 1,025.00 | 2-2-17 | 232 00548 | $ 1,350.00 | 2/6/2017 | 207144 | -4 | $ - |
| 3 | 3-Feb | 232-32882 | 232-32965 | $ 2,450.00 | $ 400.00 | $ 2,050.00 | 2-3-17 | 232 00549 | $ 2,450.00 | 2/6/2017 | 207147 | -3 | $ - |
| 4 | 4-Feb | Saturday | | | | | | 232 | | | | 0 | $ - |
| 5 | 5-Feb | Sunday | | | | | | 232 | | | | 0 | $ - |
| 6 | 6-Feb | 232-32966 | 232-33057 | $ 2,825.00 | $ 450.00 | $ 2,375.00 | 2-6-17 | 232 00550 | $ 2,825.00 | 2/13/2017 | 207396 | -7 | $ - |
| 7 | 7-Feb | 232-33058 | 232-33122 | $ 2,075.00 | $ 250.00 | $ 1,825.00 | 2-7-17 | 232 00551 | $ 2,075.00 | 2/13/2017 | 207398 | -6 | $ - |
| 8 | 8-Feb | 232-33123 | 232-33183 | $ 1,875.00 | $ 200.00 | $ 1,675.00 | 2-8-17 | 232 00552 | $ 1,875.00 | 2/13/2017 | 207404 | -5 | $ - |
| 9 | 9-Feb | 232-33184 | 232-33231 | $ 1,775.00 | $ 250.00 | $ 1,525.00 | 2-9-17 | 232 0053 | $ 1,775.00 | 2/13/2017 | 207406 | -4 | $ - |
| 10 | 10-Feb | 232-33232 | 232-33320 | $ 3,325.00 | $ 850.00 | $ 2,475.00 | 2-10-17 | 232 00554 | $ 3,325.00 | 2/15/2017 | 207486 | -5 | $ - |
| 11 | 11-Feb | Saturday | | | | | | 232 | | | | 0 | $ - |
| 12 | 12-Feb | Sunday | | | | | | 232 | | | | 0 | $ - |
| 13 | 13-Feb | 232-33321 | 232-33401 | $ 2,925.00 | $ 575.00 | $ 2,350.00 | 2-13-17 | 232 00555 | $ 2,925.00 | 2/16/2017 | 207562 | -3 | $ - |
| 14 | 14-Feb | 232-33402 | 232-33454 | $ 1,700.00 | $ 275.00 | $ 1,425.00 | 2-14-17 | 232 00556 | $ 1,700.00 | 2/16/2017 | 207566 | -2 | $ - |
| 15 | 15-Feb | 232-33455 | 232-33496 | $ 1,400.00 | $ 225.00 | $ 1,175.00 | 2-15-17 | 232 00557 | $ 1,400.00 | 2/17/2017 | 207592 | -2 | $ - |
| 16 | 16-Feb | 232-33497 | 232-33540 | $ 1,425.00 | $ 150.00 | $ 1,275.00 | 2-16-17 | 232 00558 | $ 1,425.00 | 2/22/2017 | 207665 | -6 | $ - |
| 17 | 17-Feb | 232-33541 | 232-33622 | $ 2,650.00 | $ 325.00 | $ 2,325.00 | 2-17-17 | 232 00559 | $ 2,650.00 | 2/27/2017 | 207819 | -10 | $ - |
| 18 | 18-Feb | Saturday | | | | | | 232 | | | | 0 | $ - |
| 19 | 19-Feb | Sunday | | | | | | 232 | | | | 0 | $ - |
| 20 | 20-Feb | Holiday | | | | | | 232 | | | | 0 | $ - |
| 21 | 21-Feb | 232-33623 | 232-33721 | $ 3,350.00 | $ 575.00 | $ 2,775.00 | 2-21-17 | 232 00560 | $ 3,350.00 | 2/28/2017 | 207835 | -7 | $ - |
| 22 | 22-Feb | 232-33722 | 232-33769 | $ 1,625.00 | $ 250.00 | $ 1,375.00 | 2-22-17 | 232 00561 | $ 1,625.00 | 2/28/2017 | 207837 | -6 | $ - |
| 23 | 23-Feb | 232-33770 | 232-33837 | $ 2,600.00 | $ 725.00 | $ 1,875.00 | 2-23-17 | 232 00562 | $ 2,600.00 | 2/28/2017 | 207838 | -5 | $ - |
| 24 | 24-Feb | 232-33839 | 232-33919 | $ 2,900.00 | $ 350.00 | $ 2,550.00 | 2-24-17 | 232 00565 | $ 2,900.00 | 2/28/2017 | 207849 | -4 | $ - |
| 25 | 25-Feb | Saturday | | | | | | 232 | | | | 0 | $ - |
| 26 | 26-Feb | Sunday | | | | | | 232 | | | | 0 | $ - |
| 27 | 27-Feb | 232-33920 | 232-34014 | $ 3,025.00 | $ 225.00 | $ 2,800.00 | 2-27-17 | 232 00566 | $ 3,025.00 | 3/2/2017 | 207958 | -3 | $ - |
| 28 | 28-Feb | 232-34015 | 232-34083 | $ 2,300.00 | $ 375.00 | $ 1,925.00 | 2-28-17 | 232 00567 | $ 2,300.00 | 3/2/2017 | 207971 | -2 | $ - |
| 29 | 1-Mar | | | | | | | 232 | | | | 0 | $ - |
| 30 | 2-Mar | | | | | | | 232 | | | | 0 | $ - |
| 31 | 3-Mar | | | | | | | 232 | | | | 0 | $ - |
| | | TOTALS | | $ 43,225.00 | $ 7,025.00 | $ 36,200.00 | | | $ 43,225.00 | | | | $ - |

| | |
|---|---|
| TOTAL AMOUNT DUE TO GENERAL FUND 1100-322-70-123-000-0-000 | $ 43,225.00 |
| LESS: TOTAL FUNDS DUE TO THE COUNTY TREASURER | $ 43,225.00 |
| OVER/(SHORT) | $ - |

PREPARED BY: Norma L. Cantu

THIS REPORT HAS BEEN PERSONALLY REVIEWED BY ME AND I CERTIFY IT TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

APPROVED BY

3/3/17
DATE

THIS REPORT IS DUE IN THE OFFICE OF THE COUNTY AUDITOR BEFORE THE FIFTH (5TH) WORKING DAY OF THE FOLLOWING MONTH

COUNTY AUDITOR'S FORM: RE-PCT.3-005 REVISED 12/2014

RECEIVED BY
COUNTY AUDITOR
APR 10 PM 3:37

# COUNTY OF HIDALGO, TEXAS

## SCHEDULE OF RECIPTS AND DEPOSITS FOR THE MONTH OF: Mar-17

## PRECINCT 3, SANITATION PROGRAM

| | Receipt Date | Receipt # Sequence BEG # | Receipt # Sequence END # | Total Collected | Credit Card Amount (Direct Deposit) | LONE STAR NATIONAL BANK Deposit Amount | Date of Deposit | Deposit Slip Number | COUNTY TREASURER Receipt Amount | Receipt Date | Receipt Number | Diff on Dates | OVER/ (SHORT) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 1-Mar | 232-34084 | 232-34161 | $ 2,550.00 | $ 275.00 | $ 2,275.00 | 3-1-17 | 232 00568 | $ 2,550.00 | 3/10/2017 | 208297 | -9 | $ - |
| 2 | 2-Mar | 23234162 | 232-34226 | $ 2,375.00 | $ 575.00 | $ 1,800.00 | 3-2-17 | 232 00569 | $ 2,375.00 | 3/10/2017 | 208301 | -8 | $ - |
| 3 | 3-Mar | 232-34227 | 232-34328 | $ 3,675.00 | $ 725.00 | $ 2,950.00 | 3-3-17 | 232 00570 | $ 3,675.00 | 3/10/2017 | 208307 | -7 | $ - |
| 4 | 4-Mar | Saturday | | | | | | 232 | | | | 0 | $ - |
| 5 | 5-Mar | Sunday | | | | | | 232 | | | | 0 | $ - |
| 6 | 6-Mar | 232-34329 | 232-34435 | $ 3,825.00 | $ 375.00 | $ 3,450.00 | 3-6-17 | 232 00571 | $ 3,825.00 | 3/10/2017 | 208308 | -4 | $ - |
| 7 | 7-Mar | 232-34436 | 232-34509 | $ 2,425.00 | $ 400.00 | $ 2,025.00 | 3-7-17 | 232 00572 | $ 2,425.00 | 3/10/2017 | 208310 | -3 | $ - |
| 8 | 8-Mar | 232-34510 | 232-34569 | $ 1,875.00 | $ 225.00 | $ 1,650.00 | 3-8-17 | 232 00574 | $ 1,875.00 | 3/16/2017 | 208457 | -8 | $ - |
| 9 | 9-Mar | 232-34570 | 232-34633 | $ 2,150.00 | $ 425.00 | $ 1,725.00 | 3-9-17 | 232 00575 | $ 2,150.00 | 3/16/2017 | 208458 | -7 | $ - |
| 10 | 10-Mar | 232-34634 | 232-34703 | $ 2,550.00 | $ 500.00 | $ 2,050.00 | 3-10-17 | 232 00576 | $ 2,550.00 | 3/16/2017 | 208459 | -6 | $ - |
| 11 | 11-Mar | Saturday | | | | | | 232 | | | | 0 | $ - |
| 12 | 12-Mar | Sunday | | | | | | 232 | | | | 0 | $ - |
| 13 | 13-Mar | 232-34704 | 232-34793 | $ 2,825.00 | $ 500.00 | $ 2,325.00 | 3-13-17 | 232 00577 | $ 2,825.00 | 3/20/2017 | 208545 | -7 | $ - |
| 14 | 14-Mar | 232-34794 | 232-34853 | $ 1,950.00 | $ 175.00 | $ 1,775.00 | 3-14-17 | 232 00578 | $ 1,950.00 | 3/20/2017 | 208548 | -6 | $ - |
| 15 | 15-Mar | 232-34854 | 232-34915 | $ 2,075.00 | $ 225.00 | $ 1,850.00 | 3-15-17 | 232 00579 | $ 2,075.00 | 3/20/2017 | 208560 | -5 | $ - |
| 16 | 16-Mar | 232-34916 | 232-34979 | $ 1,950.00 | $ 350.00 | $ 1,600.00 | 3-16-17 | 232 00580 | $ 1,950.00 | 3/20/2017 | 208624 | -4 | $ - |
| 17 | 17-Mar | 232-34980 | 232-35080 | $ 3,600.00 | $ 1,150.00 | $ 2,450.00 | 3-17-17 | 232 00581 | $ 3,600.00 | 3/23/2017 | 208739 | -6 | $ - |
| 18 | 18-Mar | Saturday | | | | | | 232 | | | | 0 | $ - |
| 19 | 19-Mar | Sunday | | | | | | 232 | | | | 0 | $ - |
| 20 | 20-Mar | 232-35081 | 232-35149 | $ 2,075.00 | $ 375.00 | $ 1,700.00 | 3-20-17 | 232 00582 | $ 2,075.00 | 3/23/2017 | 208744 | -3 | $ - |
| 21 | 21-Mar | 232-35150 | 232-35209 | $ 1,875.00 | $ 250.00 | $ 1,625.00 | 3-21-17 | 232 00583 | $ 1,875.00 | 3/23/2017 | 208746 | -2 | $ - |
| 22 | 22-Mar | 232-35210 | 232-35274 | $ 2,050.00 | $ 200.00 | $ 1,850.00 | 3-22-17 | 232 00584 | $ 2,050.00 | 3/23/2017 | 208747 | -1 | $ - |
| 23 | 23-Mar | 232-35275 | 232-35316 | $ 1,375.00 | $ 300.00 | $ 1,075.00 | 3-23-17 | 232 00585 | $ 1,375.00 | 3/24/2017 | 208850 | -1 | $ - |
| 24 | 24-Mar | 232-35317 | 232-35399 | $ 2,525.00 | $ 525.00 | $ 2,000.00 | 3-24-17 | 232 00586 | $ 2,525.00 | 3/28/2017 | 208901 | -4 | $ - |
| 25 | 25-Mar | Saturday | | | | | | 232 | | | | 0 | $ - |
| 26 | 26-Mar | Sunday | | | | | | 232 | | | | 0 | $ - |
| [illegible] | [illegible]-Mar | 232-35400 | 232-35486 | $ 3,100.00 | $ 775.00 | $ 2,325.00 | 3-27-17 | 232 00587 | $ 3,100.00 | 3/31/2017 | 209060 | -4 | $ - |
| 27 | 28-Mar | 232-35487 | 232-35552 | $ 2,150.00 | $ 375.00 | $ 1,775.00 | 3-28-17 | 232 00588 | $ 2,150.00 | 4/3/2017 | 209061 | -6 | $ - |
| 29 | 29-Mar | 232-35553 | 232-35622 | $ 2,000.00 | $ 300.00 | $ 1,700.00 | 3-29-17 | 232 00589 | $ 2,000.00 | 4/3/2017 | 209062 | -5 | $ - |
| 30 | 30-Mar | 232-35623 | 232-35690 | $ 2,125.00 | $ 275.00 | $ 1,850.00 | 3-30-17 | 232 00590 | $ 2,125.00 | 4/3/2017 | 209075 | -4 | $ - |
| 31 | 31-Mar | 232-35691 | 232-35783 | $ 3,025.00 | $ 400.00 | $ 2,625.00 | 3-31-17 | 232 00591 | $ 3,025.00 | 4/3/2017 | 209076 | -3 | $ - |
| | | TOTALS | | $ 56,125.00 | $ 9,675.00 | $ 46,450.00 | | | $ 56,125.00 | | | | $ - |

| | |
|---|---|
| TOTAL AMOUNT DUE TO GENERAL FUND----------1100-322-70-123-000-0-000---------- | $ 56,125.00 |
| LESS: TOTAL FUNDS DUE TO THE COUNTY TREASURER---------- | $ 56,125.00 |
| OVER/(SHORT)---------- | $ - |

PREPARED BY: Norma A. Cobos

THIS REPORT HAS BEEN PERSONALLY REVIEWED BY ME AND I CERTIFY IT TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

APPROVED BY

4-5-17
DATE

THIS REPORT IS DUE IN THE OFFICE OF THE COUNTY AUDITOR BEFORE THE FIFTH (5TH) WORKING DAY OF THE FOLLOWING MONTH.

COUNTY AUDITOR'S FORM: RE-PCT 3-005 REVISED: 12/2014

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 4-20-17

RECEIVED BY COUNTY AUDITOR 2017 MAY 9 PM 2 10

# COUNTY OF HIDALGO, TEXAS
## SCHEDULE OF RECEIPTS AND DEPOSITS FOR THE MONTH OF: Apr-17
## PRECINCT 3, SANITATION PROGRAM

| | Receipt Date | Receipt # Sequence BEG # | Receipt # Sequence END # | Total Collected | Credit Card Amount (Direct Deposit) | LONE STAR NATIONAL BANK Deposit Amount | Date of Deposit | Deposit Slip Number | | COUNTY TREASURER Receipt Amount | Receipt Date | Receipt Number | Diff on Dates | OVER/ (SHORT) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 1-Apr | Saturday | | | | | | 232 | | | | | 0 | $ - |
| 2 | 2-Apr | Sunday | | | | | | 232 | | | | | 0 | $ - |
| 3 | 3-Apr | 232-35784 | 232-35868 | $ 2,550.00 | $ 325.00 | $ 2,225.00 | 4-3-17 | 232 | 00592 | $ 2,550.00 | 4/10/2017 | 209328 | -7 | $ - |
| 4 | 4-Apr | 232-35869 | 232-35944 | $ 2,200.00 | $ 350.00 | $ 1,850.00 | 4-4-17 | 232 | 00593 | $ 2,200.00 | 4/10/2017 | 209332 | -6 | $ - |
| 5 | 5-Apr | 232-35945 | 232-36002 | $ 1,675.00 | $ 450.00 | $ 1,225.00 | 4-5-17 | 232 | 00594 | $ 1,675.00 | 4/10/2017 | 209334 | -5 | $ - |
| 6 | 6-Apr | 232-36003 | 232-36074 | $ 2,450.00 | $ 500.00 | $ 1,950.00 | 4-6-17 | 232 | 00595 | $ 2,450.00 | 4/10/2017 | 209336 | -4 | $ - |
| 7 | 7-Apr | 232-36075 | 232-36173 | $ 3,125.00 | $ 850.00 | $ 2,275.00 | 4-7-17 | 232 | 00596 | $ 3,125.00 | 4/10/2017 | 209339 | -3 | $ - |
| 8 | 8-Apr | Saturday | | | | | | 232 | | | | | 0 | $ - |
| 9 | 9-Apr | Sunday | | | | | | 232 | | | | | 0 | $ - |
| 10 | 10-Apr | 232-36174 | 232-36264 | $ 2,525.00 | $ 225.00 | $ 2,300.00 | 4-10-17 | 232 | 00597 | $ 2,525.00 | 4/18/2017 | 209568 | -8 | $ - |
| 11 | 11-Apr | 232-36265 | 232-36324 | $ 2,025.00 | $ 375.00 | $ 1,650.00 | 4-11-17 | 232 | 00598 | $ 2,025.00 | 4/18/2017 | 209569 | -7 | $ - |
| 12 | 12-Apr | 232-36325 | 232-36381 | $ 1,725.00 | $ 300.00 | $ 1,425.00 | 4-12-17 | 232 | 00599 | $ 1,725.00 | 4/18/2017 | 209570 | -6 | $ - |
| 13 | 13-Apr | 232-36384 | 232-36434 | $ 1,500.00 | $ 350.00 | $ 1,150.00 | 4-13-17 | 232 | 00600 | $ 1,500.00 | 4/18/2017 | 209572 | -5 | $ - |
| 14 | 14-Apr | Good Friday | | | | | | 232 | | | | | 0 | $ - |
| 15 | 15-Apr | Saturday | | | | | | 232 | | | | | 0 | $ - |
| 16 | 16-Apr | Sunday | | | | | | 232 | | | | | 0 | $ - |
| 17 | 17-Apr | 232-36435 | 232-36566 | $ 4,150.00 | $ 750.00 | $ 3,400.00 | 4-17-17 | 232 | 00601 | $ 4,150.00 | 4/18/2017 | 209575 | -1 | $ - |
| 18 | 18-Apr | 232-36567 | 232-36637 | $ 2,175.00 | $ 475.00 | $ 1,700.00 | 4-18-17 | 232 | 00602 | $ 2,175.00 | 4/24/2017 | 209752 | -6 | $ - |
| 19 | 19-Apr | 232-36638 | 232-36702 | $ 2,125.00 | $ 375.00 | $ 1,750.00 | 4-19-17 | 232 | 00603 | $ 2,125.00 | 4/24/2017 | 209754 | -5 | $ - |
| 20 | 20-Apr | 232-36703 | 232-36760 | $ 1,625.00 | $ 100.00 | $ 1,525.00 | 4-20-17 | 232 | 00604 | $ 1,625.00 | 4/24/2017 | 209755 | -4 | $ (50.00) |
| 21 | 21-Apr | 232-36761 | 232-36835 | $ 2,350.00 | $ 500.00 | $ 1,850.00 | 4-21-17 | 232 | 00605 | $ 2,350.00 | 4/24/2017 | 209756 | -3 | $ - |
| 22 | 22-Apr | Saturday | | | | | | 232 | | | | | 0 | $ - |
| 23 | 23-Apr | Sunday | | | | | | 232 | | | | | 0 | $ - |
| 24 | 24-Apr | 232-36836 | 232-36916 | $ 2,475.00 | $ 475.00 | $ 2,050.00 | 4-24-17 | 232 | 00606 | $ 2,525.00 | 4/26/2017 | 209887 | -2 | $ 50.00 |
| 25 | 25-Apr | 232-36917 | 232-36990 | $ 2,225.00 | $ 450.00 | $ 1,775.00 | 4-25-17 | 232 | 00607 | $ 2,225.00 | 4/26/2017 | 209888 | -1 | $ - |
| 26 | 26-Apr | 232-36991 | 232-37038 | $ 1,425.00 | $ 175.00 | $ 1,250.00 | 4-26-17 | 232 | 00608 | $ 1,425.00 | 5/1/2017 | 210017 | -5 | $ - |
| 27 | 27-Apr | 232-37040 | 232-37086 | $ 1,500.00 | $ 325.00 | $ 1,175.00 | 4-27-17 | 232 | 00609 | $ 1,500.00 | 5/5/2017 | 210141 | -8 | $ - |
| 28 | 28-Apr | 232-37087 | 232-37171 | $ 2,600.00 | $ 325.00 | $ 2,275.00 | 4-28-17 | 232 | 00610 | $ 2,600.00 | 5/5/2017 | 210142 | -7 | $ - |
| 29 | 29-Apr | Saturday | | | | | | 232 | | | | | 0 | $ - |
| 30 | 30-Apr | Sunday | | | | | | 232 | | | | | 0 | $ - |
| 31 | 1-May | | | | | | | 232 | | | | | 0 | $ - |
| | TOTALS | | | $ 42,425.00 OK AS IS | $ 7,675.00 $ 7,625.00 | $ 34,800.00 | | | | $ 42,475.00 | | | | $ 50.00 |

| | |
|---|---|
| TOTAL AMOUNT DUE TO GENERAL FUND----------1100-322-70-123-000-0-000---------- | $ 42,425.00 |
| LESS: TOTAL FUNDS DUE TO THE COUNTY TREASURER---------- | $ 42,425 ~~42,475.00~~ |
| OVER/(SHORT)---------- | $ ~~50.00~~ |

PREPARED BY: Norma D. Caballero

THIS REPORT HAS been PERSONALLY REVIEWED BY ME AND I CERTIFY IT TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

APPROVED BY

5/5/17
DATE

THIS REPORT IS DUE IN THE OFFICE OF THE COUNTY AUDITOR BEFORE THE FIFTH (5TH) WORKING DAY OF THE FOLLOWING MONTH

COUNTY AUDITOR'S FORM: RE-PCT 3-005 REVISED: 12/2014

Overage - Due to Collector dispute & charge Mr Bones Dwyer permit # 31260

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 5/18/17

COUNTY of HIDALGO

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor



EDINBURG, TEXAS 78539

May 23, 2017

The Honorable Joe M. Flores, Commissioner
Hidalgo County Precinct No. 3
724 North Breyfogle
P.O. Box 607
Mission, TX 78574

Re: Review of Sanitation Program *Monthly Fees Report* and Supporting Documentation
For the months of February 2017 through April 2017

Dear Commissioner Flores:

We conducted a limited scope review of the Precinct 3 Sanitation Program *Monthly Fees Report* and supporting documentation for the months of February 2017 through April 2017 pursuant to Local Government Code §115.002 (a), and (b). The objective of the review was to determine if fees collected were properly accounted and reported.

**Scope:**
The scope of the review was limited to collections reported by your office on the *Monthly Fees Reports* for the months of February 2017 through April 2017. Our review was not designed nor intended to be a detailed study of every relevant control system, procedure, or transaction. Accordingly, the opportunities for improvement presented in this report may not be all-inclusive of areas where improvement could be made.

The responsibility for establishing and maintaining a sound internal control system rests with management. The objectives of an internal control system are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or theft, and that transactions are executed in accordance with management's authorization and recorded properly.

The purpose of this report is to furnish management independent, objective analyses, recommendations, and information concerning the area reviewed. The report should serve as a tool to help management discern and implement specific improvements.

**Methodology:**
In planning and performing our review, we reviewed applicable statutes, the *Monthly Fees Reports*, and fee schedules. The following procedures were performed:

- Reviewed the submittal date of the *Monthly Fees Reports* to the County Auditor's Office to determine if the reports and supporting documentation were received within five days after the last day of the month pursuant to Local Government Code §114.001 (b).
- Verified the signature on the *Monthly Fees Reports* to ensure that the reports were signed by an authorized signatory as documented on the "Authorized Signatories Form."
- Verified the mathematical accuracy of the *Monthly Fees Reports* by footing and cross-footing the reports.
- Reviewed receipts issued to determine if proper fee amounts were collected and reported.
- Verified that receipts and permits issued followed a sequential order.
- Verified that procedures for voided receipts and voided permits were properly followed.

- Reviewed *Cashier's Daily Close-Out Reports/Daily Remittance Forms (Close-Out Report)* to determine if fees collected were properly accounted and deposited with the financial institution on a daily basis.
- Verified that the collections per the *Monthly Fees Reports* agreed to: 1.) Total receipts issued by the Precinct; 2.) Total deposits made with the financial institution; and 3.) Total receipts issued by the County Treasurer.
- Verified that the *Close-Out Reports* and *Monthly Fees Reports* were properly completed.

**Conclusion:**
Total collections for the months of February 2017, March 2017, and April 2017 were $43,225.00; $56,125.00; and $42,425.00, respectively. Based on the results of our review, we have concluded that fees collected were generally properly accounted and reported; however, the system of internal controls for the accounting and reporting of fees requires improvement as noted in the following observations.

**Observation No. 1**
We noted during our review that the "Void Permit Logs" were not properly completed. The "Void Permit Logs" were missing the supervisor's signature of approval and not all void/reissued permits were documented on the "Void Permit Log".

In addition, we noted that there were numerous void/reissued permits, as follows:

| | User # | # of Void/Reissued Permits | # of Void/Reissued Permits not on the "Void Permit Log" | # of Receipts Issued During the Month |
|---|---|---|---|---|
| February | 13 | 112 | 10 | 667 |
| | 14 | 121 | 88 | 607 |
| | 47 | 4 | 0 | 21 |
| March | 13 | 137 | 6 | 622 |
| | 14 | 210 | 161 | 1011 |
| | 47 | 8 | 0 | 62 |
| April | 13 | 120 | 19 | 642 |
| | 14 | 137 | 119 | 699 |
| | 47 | 5 | 0 | 40 |

According to staff, the "Void Permit Log" is not signed by the supervisor since there are a lot of void permits during the month. In addition, staff was not able to provide an explanation for not including all the void/reissued permits on the "Void Permit Log."

The County Auditor's Office requires the Precinct to maintain a "Void Permit Log" to document the issuance of a new permit to replace an active permit (void permit). The "Void Permit Log" requires for the employee to document the date permit was void, void permit number, reason for void, new permit number, the name of the individual requesting the new permit, employee's signature, and the supervisor's signature of approval. The supervisor's signature must be obtained prior to voiding the permit.

Failure to ensure that the "Void Permit Log" is properly completed may result in the loss of County revenue.

**Recommendation:**
Management should implement formal monitoring procedures to ensure the "Void Permit Log" is properly completed. At a minimum, the procedures should ensure that void permits are approved by a supervisor prior to the clerk voiding the permit. In addition, management should monitor the number of void/reissued permits to determine if further investigation, modification of procedures, retraining of personnel, or disciplinary action is needed.

**Observation No. 2:**
During the month of March, permit number 41864 was unaccounted for. According to the official permits log, the permit was provided to user number 13 for issuance purposes. However, staff was not able to provide an explanation for the missing permit.

Persons who accept accountable forms (i.e., permits, receipts, etc.) become responsible, upon receipt, for the accountability and safeguarding of such forms. The person accountable shall be held liable for any amounts which may be required to be paid due to loss of the accountable forms resulting from his or her fault or negligence. Loss or theft of accountable forms must be promptly reported to the County Auditor's Office. The written notification should include a statement of the circumstances concerning the loss. Accountable forms reported lost or stolen must be marked "Void" in the electronic application system. Management must also monitor all missing accountable forms to determine if there is a pattern meriting further investigation, modification of procedures, retraining of personnel, or disciplinary action.

Failure to ensure that permits are properly accounted and safeguarded may result in the loss of County revenue.

**Recommendation:**
Management should ensure that permits are properly accounted and safeguarded. At a minimum, the procedures noted above should be implemented. The unaccountable permit should also be voided in the Solid Waste Disposal Application Program and $25.00 for the missing permit should be replenished and deposited with the County Treasurer.

In addition, we noted that shortages and missing permits totaling $540.00 (shortages of $25.00, $10.00, and $5.00 on January 8, 2016, January 11, 2016, and February 24, 2016, respectively, and 17 missing permits between January 2016 and January 2017 totaling $475.00) have not been replenished and deposited with the County Treasurer, as previously requested by the County Auditor's Office. The $540.00 should be immediately deposited with the County Treasurer.

**Observation No. 3:**
Procedures for completing the *Close-Out Report* require improvement. We noted that the *Close-Out Report* did not include the date the form was approved. In addition, one of *Close-Out Reports* was missing the signature of the County official or his/her designee documenting review and approval of the *Close-Out Report*. Staff was trained by the County Auditor's Office on how to properly complete the *Close-Out Report* before sanitation program was implemented.

Pursuant to the Cash Handling Guidelines and procedures, the County official or his/her designee must sign and date the *Close-Out Report* to document responsibility for reviewing and approving the *Close-Out Report*.

**Recommendation:**
Management should ensure that the *Close-Out Report* is dated and signed by the County official or his/her designee to document responsibility for reviewing and approving the *Close-Out Report*.

Please provide a management response to the observations noted above by May 31, 2017.

If you have any questions, please contact Letty Chavez, Compliance Audit Supervisor, at 318-2511 ext. 4651, Arcy B. Duran, CPA, Director of Audit, at ext. 4645, Linda Fong, First Assistant Auditor, at ext. 4668, or me at ext. 4604.

Respectfully,

Ray Eufracio, CPA
County Auditor

cc: Valde Guerra, County Executive Officer

# CONSTABLE PCT. 1 CELESTINO AVILA MONTHLY REPORT

**For the Month Ending** Apr 1, 2017 PBC

| DATE | PLAINTIFFS NAME | DEFENDANTS NAME | RECEIPT NUMBER | CAUSE NUMBER | TYPE OF SERVICE: OUT OF COUNTY (OC)/ IN-COUNTY (IC) | OC | IC | Justice Clerk | County Clerk | District Clerk | Other | Const Sale | TREASURER RECEIPT | AMOUNTS DUE TO COUNTY |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 4/3/2017 | Oag | Gustavo Corpus | C1-2017-495 | B-199142 | Citation | X | | | | X | | | 209372 | $ 75.00 |
| 4/5/2017 | Lack's Valley Stores | Juan Francisco Salazar | C1-2017-496 | SC17-0093-J12 | Small Claims | | X | X | | | | | 209373 | $ 75.00 |
| 4/5/2017 | Lack's Valley Stores | Melissa Guerrero | C1-2017-497 | SC17-0095-J42 | Small Claims | | X | X | | | | | 209373 | $ 75.00 |
| 4/5/2017 | Also Lunar | Juan Ignacio Villalba | C1-2017-498 | SC17-0061-J12 | Small Claims | | X | X | | | | | 209373 | $ 75.00 |
| 4/10/2017 | Diana Torres | Jose Sanchez | C1-2017-499 | LT17-0195-J12 | FED | | X | X | | | | | 209586 | $ 75.00 |
| 4/11/2017 | Nolan Transportation | Marco A. Lopez | C1-2017-500 | 17EV0004160 | Summons | X | | X | | | | | 209587 | $ 75.00 |
| 4/12/2017 | Edward Juarez | Lisette Chapa Solis | C1-2017-501 | SC17-0062-J12 | Small Claims | | X | X | | | | | 209588 | $ 75.00 |
| 4/17/2017 | Max Fine Furniture | Maria L. Honorato | C1-2017-502 | SC17-2017-502 | Small Claims | | X | X | | | | | 208589 | $ 75.00 |
| 4/17/2017 | Max Fine Furniture | Julie Ann Meza | C1-2017-503 | SC17-0068-J12 | Small Claims | | X | X | | | | | 209589 | $ 75.00 |
| 4/17/2017 | Max Fine Furniture | Miguel F. Fajardo | C1-2017-504 | SC17-0065-J12 | Small Claims | | X | X | | | | | 209589 | $ 75.00 |
| 4/17/2017 | Max Fine Furniture | Athena Alegria | C1-2017-505 | SC17-0069-J12 | Small Claims | | X | X | | | | | 209589 | $ 75.00 |
| 4/17/2017 | Max Fine Furniture | Luis Villarreal | C1-2017-506 | SC17-0072-J12 | Small Claims | | X | X | | | | | 209589 | $ 75.00 |
| 4/17/2017 | Max Fine Furniture | Rosa Lugo | C1-2017-507 | SC17-0070-J12 | Small Claims | | X | X | | | | | 209589 | $ 75.00 |
| 4/17/2017 | Max Fine Furniture | Marcos Diaz | C1-2017-508 | SC17-0073-J12 | Small Claims | | X | X | | | | | 209589 | $ 75.00 |
| 4/18/2017 | Elsa State Bank & Trust | Casey J. Cavazos | C1-2017-509 | CL-17-1722-H | Citation | | X | X | | | | | 209776 | $ 75.00 |
| | | | | | | | | | | | | | *Page Total* | $1,125.00 |
| | | | | | | | | | | | | | *Grand Total* | |

*This report has been personally reviewed by me and which I certify to be true and correct to the best of my knowledge.* APR 2017

Approved by: _____ Constable, Precinct 1

Prepared by: _____

County Auditor's Form AS-C-002 Revised 3/01

# CONSTABLE PCT. 1 CELESTINO AVILA MONTHLY REPORT

**For the Month Ending** April 2017

| DATE | PLAINTIFF'S NAME | DEFENDANT'S NAME | RECEIPT NUMBER | CAUSE NUMBER | TYPE OF SERVICE: OUT OF COUNTY (OC)/ IN-COUNTY (IC) | OC | IC | Justice Clerk | County Clerk | District Clerk | Other | Const Sale | TREASURER RECEIPT | AMOUNTS DUE TO COUNTY |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 4/18/2017 | Alfonso Vallejo | Miteva Murillo | C1-2017-510 | LT17-0206-J12 | FED | | X | X | | | | | 209776 | $ 75.00 |
| 4/18/2017 | Encarnacion Calderon | Norma De Leon | C1-2017-511 | LT17-0207-J12 | FED | | X | X | | | | | 209776 | $ 75.00 |
| 4/18/2017 | Maria E. Uresti | David Felipe Villarreal | C1-2017-512 | LT17-0208-J12 | FED | | X | X | | | | | 209776 | $ 75.00 |
| 4/18/2017 | Maria E. Uresti | Ysrael Noe Villarreal | C1-2017-513 | LT17-208-J12 | FED | | X | X | | | | | 209776 | $ 75.00 |
| 4/19/2017 | Belra Chapa | Casey James Cavazos | C1-2017-514 | SC17-0077-J12 | Small Claims | | X | X | | | | | 209777 | $ 75.00 |
| 4/21/2017 | OAG | Roy Bradley Salas | C1-2017-515 | F-2004-17-4 | Writ of Attachement | | X | | | X | | | 209929 | $ 80.00 |
| 4/24/2017 | Bluebonnet Financial | Eleazar Pena aka Eleazar Garcia P | C1-2017-516 | CC07-068GS | Writ of Execution | | X | X | | | | | 209930 | $ 200.00 |
| 4/27/2017 | Max Fine Furniture | Michael Bullock | C1-2017-517 | SC17-0078-J12 | Small Claims | | X | X | | | | | 210192 | $ 75.00 |
| | | | | | | | | | | | | | | |
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| | | | | | | | | | | | | | *Page Total* | $ 730.00 |
| | | | | | | | | | | | | | *Grand Total* | $1,855.00 |

*This report has been personally reviewed by me and which I certify to be true and correct to the best of my knowledge.*

Approved by: _____ Constable, Precinct 1

Prepared by: _____

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY: _____ Revised
DATE: 6/1/17 6/2/17

County Auditor's Form AS-C-002 Revised 3.01

Page ___ of ___

COUNTY of HIDALGO

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor



EDINBURG, TEXAS 78539

June 6, 2017

The Honorable Celestino Avila, Constable
Hidalgo County Precinct No. 1
1902 Joe Stephens Blvd. Suite 303
Weslaco, TX 78596

Re: Review of the *Monthly Fees Report* and Supporting Documentation
For the Month of April 2017

Dear Constable Avila:

We conducted a limited scope review of the Constable Precinct No. 1 *Monthly Fees Report* and supporting documentation for the month of April 2017 pursuant to Local Government Code §115.002 (a) and (b) and Code of Criminal Procedure Article 103.011. The objective of the review was to determine if fees collected were properly accounted and reported.

**Scope:**
The scope of our review was limited to collections reported by your office on the *Monthly Fees Report* for the month of April 2017. Our review was not designed nor intended to be a detailed study of every relevant control system, procedure, or transaction. Accordingly, the opportunities for improvement presented in this report may not be all-inclusive of areas where improvement could be made.

The responsibility for establishing and maintaining a sound internal control system rests with management. The objectives of an internal control system are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or theft, and that transactions are executed in accordance with management's authorization and recorded properly.

The purpose of this report is to furnish management independent, objective analyses, recommendations, and information concerning the area reviewed. The report should serve as a tool to help management discern and implement specific improvements.

**Methodology:**
In planning and performing our review, we reviewed applicable statutes, the *Monthly Fees Report*, and fee schedules. The following procedures were performed:

- Reviewed the submittal date of the *Monthly Fees Report* to the County Auditor's Office to determine if the report and supporting documentation were received within five days after the last day of the month pursuant to Local Government Code §114.001 (b).
- Verified the signature on the *Monthly Fees Report* to ensure that the report was signed by an authorized signatory as documented on the "Authorized Signatories Form."
- Verified the mathematical accuracy of the *Monthly Fees Report* by footing and cross-footing the report.
- Reviewed receipts issued to determine if proper fee amounts were collected and reported.
- Verified receipts issued followed a sequential order.

HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINGLETERRY JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | L. KENO VASQUEZ JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | RENEE R. BETANCOURT JUDGE, 445TH D.C.

- Verified that procedures for voided receipts were properly followed.
- Reviewed *Cashier's Daily Close-Out Reports/Daily Remittance Forms* (Close-Out Reports) to determine if fees collected were properly accounted and deposited with the financial institution in a timely manner.
- Verified that the collections per the *Monthly Fees Report* agreed to: 1.) Total receipts issued by the Constable; 2.) Total deposits made with the financial institution; 3.) Total receipts issued by the County Treasurer.
- Reviewed receipts issued, *Close-Out Reports*, and the *Monthly Fees Report* to verify proper completion.

**Conclusion:**
Total collections for the month of April 2017 were $1,855.00. Based on the results of our review, we have concluded that fees collected were generally properly accounted and reported.

If you have any questions, please contact Letty Chavez, Compliance Audit Supervisor at 318-2511 ext. 4651, Arcy B. Duran, CPA, Director of Audit, at ext. 4645, Linda Fong, Fist Assistant Auditor, at ext. 4668, or me at ext. 4604.

Respectfully,

Ray Eufracio, CPA
County Auditor

cc: Valde Guerra, County Executive Officer

ORIGINAL

# CONSTABLE MARTIN CANTU MONTHLY REPORT

For the Month Ending April-17

PBC

| DATE | PLAINTIFF'S NAME | DEFENDANT'S NAME | RECEIPT NUMBER | CAUSE NUMBER | TYPE OF SERVICE OUT OF COUNTY (OC)/ IN-COUNTY (IC) | OC | IC | Justice Clerk | County Clerk | District Clerk | Other | Const Sale | TREASURER RECEIPT | AMOUNTS DUE TO COUNTY |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 4/6/2017 | Texas Comptroller of Public Accoun | In the interest 24 cases for A.G. | 10091-2 | In the interest 24 cases for A.G. | Other Attorney General | X | | X | | | | | 209410 | $1,188.00 |
| 4/6/2017 | Texas Comptroller of Public Accoun | In the interest 30 cases for A.G. | 10092-2 | In the interest 30 cases for A.G. | Other Attorney General | X | | X | | | | | 209410 | $1,485.00 |
| 4/11/2017 | Dawn Sansanelli | Joseph Sansanelli, Jr. | 10093-2 | 2017V-0290 | Summons | | X | | | X | | | 209590 | $75.00 |
| 4/13/2017 | Investment Retrievers, Inc. | Yesenia Carlin, et al. | 10094-2 | CL-12-3194 | Writ of Execution | X | | | | X | | | 209591 | $200.00 |
| 4/18/2017 | Green Mountain Energy Co. | Sankirtan, LLC dba Deluxe Inn Airp | 10095-2 | SC16-0691-J22 | Writ of Execution | X | | | | X | | | 209721 | $200.00 |
| 4/18/2017 | USCU | Thomas E. McCormick | 10096-2 | 183,093-C | Citation-All Other Methods | X | | | X | | | | 209721 | $75.00 |
| 4/24/2017 | Lorenzo Garcia | Ping XU & XIN YU | 10097-2 | 178200119954 | Citation-All Other Methods | X | | | | X | | | 209924 | $75.00 |
| 4/27/2017 | DRS Nursery, Inc. & Jeff Mason | Jesus Delone | 10098-2 | JS16202110 | Writ of Execution | X | | X | | | | | 210155 | $200.00 |
| 4/27/2017 | City of La Joya,South TX College | Lorenzo Esquivel | 10099-2 | T-1070-11-I | Order of Sale, Levy,Deed & Notice Package | | X | X | | | | | 210155 | $275.00 |
| 4/28/2017 | Bluebonnet Financial | Roberto V. Carrizales Jr. | 10100-2 | CL-074-1356-B | Writ of Execution | X | | | X | | | | 210159 | $200.00 |
| 4/28/2017 | Edcouch Elsa ISD,City of Edcouch | Sandra Delaunay | 10101-2 | T-2764-09-B | Order of Sale, Levy,Deed & Notice Package | | X | | | X | | | 210159 | $270.00 |
| | | | | | | | | | | | | | | |
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| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | Page Total | $4,243.00 |
| | | | | | | | | | | | | | Grand Total | $4,243.00 |

*This report has been personally reviewed by me and which I certify to be true and correct to the best of my knowledge.*

Approved by: _____ Constable, Precinct 2

Prepared by: NORMA CASTRELLON

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY:
DATE 5/11/17

County Auditor's Form AS-C-002 Revised: 1/13

COUNTY of HIDALGO

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor



EDINBURG, TEXAS 78539

June 5, 2017

The Honorable Martin Cantu, Constable
Hidalgo County Precinct No. 2
300 W. Hall Acres, Ste. E
Pharr, TX 78577

Ref: Review of *Monthly Fees Report* and Supporting Documentation
For the month of April 2017

Dear Constable Cantu:

We conducted a limited scope review of the Constable Precinct No. 2 *Monthly Fees Report* and supporting documentation for the month of April 2017 pursuant to Local Government Code § 115.002 (a) and (b) and Code of Criminal Procedure Article 103.011. The objective of the review was to determine if fees collected were properly accounted and reported.

**Scope:**
The scope of the review was limited to collections reported by your office on the *Monthly Fees Report* for the month of April 2017. Our review was not designed nor intended to be a detailed study of every relevant control system, procedure, or transaction. Accordingly, the opportunities for improvement presented in this report may not be all-inclusive of areas where improvement could be made.

The responsibility for establishing and maintaining a sound internal control system rests with management. The objectives of an internal control system are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or theft, and that transactions are executed in accordance with management's authorization and recorded properly.

The purpose of this report is to furnish management independent, objective analyses, recommendations, and information concerning the area reviewed. The report should serve as a tool to help management discern and implement specific improvements.

**Methodology:**
In planning and performing our review, we reviewed applicable statutes, the *Monthly Fees Report*, and fee schedules. The following procedures were performed:

- Reviewed the submittal date of the *Monthly Fees Report* to the County Auditor's Office to determine if the report and supporting documentation were received within five days after the last day of the month pursuant to Local Government Code §114.001 (b).
- Verified the signature on the *Monthly Fees Report* to ensure that the report was signed by an authorized signatory as documented on the "Authorized Signatories Form."
- Verified the mathematical accuracy of the *Monthly Fees Report* by footing and cross-footing the report.
- Reviewed receipts issued to determine if proper fee amounts were collected and reported.
- Verified receipts issued followed a sequential order.
- Verified that procedures for voided receipts were properly followed.
- Reviewed *Cashier's Daily Close-Out Report/Daily Remittance Forms* (Close-Out Reports) to determine if fees collected were properly accounted and deposited with the financial institution in a timely manner.

- Verified that the collections per the *Monthly Fees Report* agreed to: 1.) Total receipts issued by the Constable; 2.) Total deposits made with the financial institution; 3.) Total receipts issued by the County Treasurer.
- Reviewed receipts issued, Close-Out Reports, and the *Monthly Fees Report* to verify proper completion.

**Conclusion:**
Total collections for the month of April 2017 were $4,243.00. Based on the results of our review, we have concluded that fees collected were generally properly accounted and reported.

If you have any questions, please contact Letty Chavez, Compliance Audit Supervisor, at 318-2511 ext. 4651, Arcy B. Duran, CPA, Director of Audit, at ext. 4645, Linda Fong, First Assistant Auditor, at ext. 4668, or me at ext. 4604.

Respectfully,

Ray Eufracio, CPA
County Auditor

cc: Valde Guerra, County Executive Officer

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 5/23/17

# HIDALGO COUNTY SHERIFF'S OFFICE
## "FEE" MONTHLY REPORT
## FOR THE MONTH ENDED APRIL 2017

### Part I: AMOUNT BILLED FOR HOUSING OF PRISONERS

| | AGENCY NAME | AMOUNT |
|---|---|---|
| A. | Bureau of Prisons (BOP) | $ 4,368.00 |
| B. | U.S. Marshals (USM) | $ 2,496.00 |
| C. | Customs and Border Protection (Pharr) | $ 572.00 |
| D. | | $ - |
| E. | | $ - |
| F. | | $ - |
| G. | | $ - |
| H. | | $ - |

### Part II: AMOUNT RECEIVED FOR HOUSING OF PRISONERS

| | AGENCY NAME | MONTH | AMOUNT |
|---|---|---|---|
| A. | U.S. Marshals (USM) | | $ - |
| B. | Federal Bureau of Prisons | | $ - |
| C. | Customs and Border Protection (Pharr) | | $ - |
| D. | Customs and Border Protection (Pharr) | Mar. 2017 | $ 312.00 |
| E. | | B, Y-A, Y5 | $ - |
| F. | | | $ - |
| G. | | | $ - |

### Part III: SUMMARY OF RECEIPT COLLECTION

| | | | | | |
|---|---|---|---|---|---|
| A. | RECEIPTS ISSUED | SO-2017-01223 | TO | SO-2017-01547 | $ 12,840.30 |
| B. | RECEIPTS ISSUED (Sub-Station) | SSE-2017-00155 | TO | SSE-2017-00211 | $ 142.00 |
| C. | BAIL BOND FEES (JAIL) | F-2017-02795 | TO | F-2017-03618 | $ 13,440.00 |
| | | | | TOTAL DUE TO THE COUNTY TREASURER | $ 26,422.30 |

### Part IV: SUMMARY OF FEE ALLOCATION

| | TELEPHONE COMMISSIONS | MONTH | | AMOUNT |
|---|---|---|---|---|
| A. | VAC. Inc. | | 1100-360-00-000-001-0-000 | $ - |
| B. | | | 1100-360-00-000-001-0-000 | $ - |
| | **HOUSING OF PRISONERS** | | | |
| A. | Federal Bureau of Prisons | | 1100-342-30-280-000-0-000 | $ - |
| B. | Customs and Border Protection (Pharr) | Mar-17 | 1100-342-30-280-000-0-000 | $ 312.00 |
| C. | Customs and Border Protection (Pharr) | | 1100-342-30-280-000-0-000 | $ - |
| | TUITION FEES | | 1100-342-11-280-000-0-000 | $ - |
| | GARAGEKEEPER FEES | | 1100-342-10-280-002-0-000 | $ 70.00 |
| | REIMBURSMENT-JAIL-PHYSICIAN SRV | | 1100-423-21-280-002-0-331 | $ - |
| | BAIL BOND FEES | | 1100-207-20-000-036-0-000 | $ 13,440.00 |
| | BAIL BOND FEE REFUNDS | | 1100-202-00-000-024-0-000 | $ (120.00) |
| | **OTHER SHERIFF'S FEES AND COSTS** | **AMOUNT** | | |
| A. | Serving Legal Process | $ 9,177.00 | | |
| B. | Sale of Stray Animals | $ - | | |
| C. | Offense Reports/Insurance Reports | $ 560.00 | | |
| D. | Fingerprints | $ 280.00 | | |
| E. | Clearance Letters/Record checks | $ 580.00 | | |
| F. | Photo & Video Fees | $ - | | |
| G. | Other "Order of Sale" | $ 1,800.00 | | |
| H. | Miscellaneous | $ 203.30 | | |
| I. | Overpayments | | | |
| | Total Sheriff Fees (A through I) | | 1100-342-10-280-001-0-000 | $ 12,600.30 |
| | | | TOTAL FEES PAYABLE TO THE COUNTY TREASURER | $ 26,302.30 |

This report has been personally reviewed by me and which I certify to be true to the best of my knowledge.

Gumaro Urieta
Hidalgo County Sheriff (or Designee)

Elsa Avedondo
Prepared by:

This report is due at the County Auditor's Office by the 5th workday following the end of the month.
County Auditor's Form: RE-S0-002 Revised 9/2016

COUNTY of HIDALGO

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor



EDINBURG, TEXAS 78539

June 5, 2017

The Honorable Eddie Guerra, Sheriff
Hidalgo County Sheriff's Office
711 El Cibolo Rd.
Edinburg, Texas 78540

Re: Review of the Sheriff's Fee *Monthly Fees Report*
For the Month of April 2017

Dear Sheriff Guerra:

We conducted a limited scope review of the Sheriff's Fee *Monthly Fees Report* and supporting documentation for the month of April 2017 pursuant to Local Government Code §115.002 (a) and (b). The objective of the review was to determine if fees collected were properly accounted and reported.

**Scope:**
The scope of the review was limited to collections reported by your office on the *Monthly Fees Report* for the month of April 2017. Our review was not designed nor intended to be a detailed study of every relevant control system, procedure, or transaction. Accordingly, the opportunities for improvement presented in this report may not be all-inclusive of areas where improvement could be made.

The responsibility for establishing and maintaining a sound internal control system rests with management. The objectives of an internal control system are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or theft, and that transactions are executed in accordance with management's authorization and recorded properly.

The purpose of this report is to furnish management independent, objective analyses, recommendations, and information concerning the area reviewed. The report should serve as a tool to help management discern and implement specific improvements.

**Methodology:**
In planning and performing our review, we reviewed applicable fee schedules and the *Monthly Fees Report*. The following procedures were also performed:

- Reviewed the submittal date of the *Monthly Fees Report* to the County Auditor's Office to determine if the report and supporting documentation were received within five days after the last day of the month pursuant to Local Government Code §114.001(b).
- Verified the signature on the *Monthly Fees Report* to ensure that the report was signed by an authorized signatory as documented on the "Authorized Signatories Form."
- Verified the mathematical accuracy of the *Monthly Fees Report* by footing and cross-footing the report.
- Reviewed receipts issued to determine if fees were allocated and reported in the proper amounts and verified whether any adjustments were made.
- Verified that procedures for voided receipts were properly followed.
- Verified that the collections per the *Monthly Fees Report* agreed to: 1.) Total receipts issued; 2.) Total deposits made with the financial institution; and 3.) Total receipts issued by the County Treasurer.

- Verified that receipts issued followed a sequential order.
- Verified that the receipts issued and the *Monthly Fees Report* were properly completed.

**Conclusion:**
Total collections for the month of April 2017 were $26,422.30. Based on the results of our review, we have concluded that fees were generally properly accounted and reported.

If you have any questions, please contact Letty Chavez, Compliance Audit Supervisor, at 318-2511 ext. 4651, Arcy B. Duran, CPA, Director of Audit, at ext. 4645, Linda Fong, First Assistant Auditor, at ext. 4668, or me at ext. 4604.

Respectfully,

Ray Eufracio, CPA
County Auditor

cc: Valde Guerra, County Executive Officer

# COUNTY of HIDALGO



EDINBURG, TEXAS 78539

**HIDALGO COUNTY AUDITOR'S OFFICE**
**Hidalgo County Administration Building**
**2808 South Business Highway 281**
**Edinburg, Texas 78539-6243**
**PHONE: (956) 318-2511**
**FAX: (956) 318-2577**
**WEBSITE: www.co.hidalgo.tx.us/auditor**


March 1, 2017

Ernesto Silva, City Manager
City of Donna
307 S. 12th St.
Donna, Texas 78537

Ref: Donna TIRZ No. 1 Red River Subdivision

Dear Mr. Silva:

We conducted a limited scope review of the interlocal agreement between Hidalgo County, City of Donna, Texas, Tax Increment Reinvestment Zone (TIRZ) No. 1, City of Donna, Texas and Garden Valley Homes, LLC d/b/a Casa Linda Homes (Developer). The objective of the review was to determine compliance with the terms of the interlocal agreement regarding the obligations of the Developer and County's contribution to the City of Donna TIRZ No. 1.

**Background**

Pursuant to Tax Code §311.003 (a), a municipality by ordinance may designate a contiguous or noncontiguous geographic area that is in the corporate limits of the municipality, in the extraterritorial jurisdiction of the municipality, or in both to be a reinvestment zone to promote development or redevelopment of the area if the governing body determines that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future.

Pursuant to Tax Code §311.013, the commissioners court of a county may enter into an agreement with the governing body of a municipality that created the zone to pay into the tax increment fund any of its tax increment produced from property located in a reinvestment zone.

Pursuant to Tax Code § 311.016 (a), on or before the 150th day following the end of the fiscal year of the municipality, the governing body of a municipality shall submit to the chief executive officer of each taxing unit that levies property taxes on real property in a reinvestment zone created by the municipality a report on the status of the zone. The report must include:

(1) The amount and source of revenue in the tax increment fund established for the zone;
(2) The amount and purpose of expenditures from the fund;
(3) The amount of principal and interest due on outstanding bonded indebtedness;
(4) The tax increment base and current captured appraised value retained by the zone; and
(5) The captured appraised value shared by the municipality and other taxing units, the total amount of tax increments received, and any additional information necessary to demonstrate compliance with the tax increment financing plan adopted by the governing body of the municipality.

A copy of this report must be submitted to the Texas Comptroller of Public Accounts.

**Designation of Tax Increment Zone**
On August 8, 2006, the City Council of the City of Donna approved Ordinance No. PL-2006-07-10 designating the Red River Phase I Development Project area as a tax increment reinvestment zone, describing the boundaries of the zone; creating a board of directors for the zone; providing for an effective date and a termination date for the zone; naming the zone "Reinvestment Zone Number One, City of Donna, Texas"; and establishing a tax increment fund. Pursuant to the ordinance, the council acknowledged and declared that the zone may be dissolved at any time by the City should no other taxing entity participate in zone; should all other taxing entities withdraw participation; should there be no development agreement reached with applicant or other entities in order to leverage private assets to City's benefit; or should any development agreements fail for whatever reason.

**Interlocal Agreement**
On January 9, 2007, Hidalgo County entered into an interlocal agreement with the City of Donna, Texas, Tax Increment Reinvestment Zone (TIRZ) No. 1, City of Donna, Texas and Garden Valley Homes, LLC d/b/a Casa Linda Homes (Developer). Pursuant to the agreement, the County agreed to participate in the TIRZ by contributing to the Tax Increment Fund 100% of its respective tax increments equal to its maintenance and operation tax rate, for the life of the TIRZ beginning with the 2007 tax year. The County's contributions to the tax increment fund shall end when it has contributed $970,863.81, or when it has made contributions of all tax increment payments, as specified in the project plan attributed to all periods through the end of the County's fiscal year 2027, whichever occurs first.

Pursuant to section VIII (J) of the interlocal agreement, "the zone agrees to conduct or to cause to be conducted, at a minimum, an annual financial review, a copy of which will be provided to the County. Furthermore, each party to this agreement shall have reasonable access to financial information and audit reports regarding the operation of the zone, contribution of tax increment payments to the tax increment fund, and expenditures from the tax increment fund for project costs. In addition, the city agrees, during the agreement term, to prepare and deliver an annual report to the County in accordance with Section 311.016 and 311.0101 (c), Texas Tax Code. The County shall have the right to withhold or delay payments to the tax increment fund until such time as it has received the financial report from the City for the applicable tax year, and shall not incur any penalties or interest with respect to any such withheld or delayed payments notwithstanding any provisions herein to the contrary."

Pursuant to the Project Plan and Financing Plan attached to the agreement, in order to obtain a reimbursement, Developer must complete the improvements in compliance with the agreement and promptly submit a certificate of completion and payment request to the TIRZ. Upon verification of completion, the TIRZ shall reimburse the developer from the tax increment fund. Pursuant to the interlocal agreement, the County's contribution to the tax increment fund shall be used to fund project costs including construction of public infrastructure improvements that were set to commence in 2006.

**Intent to Dissolve Tax Increment Zone**
On October 28, 2014, Resolution No. 2014-23 was approved by the City of Donna authorizing notice of intent to dissolve the City of Donna TIRZ No. 1. The Resolution authorized the City Manager, staff, consultants, and counsel to provide any notices required to dissolve the TIRZ and take any actions necessary to effectuate the intent of the Resolution.

On January 6, 2015, Ordinance No. F-2014-12-204 was approved by the City of Donna dissolving the City of Donna TIRZ No. 1. Pursuant to the ordinance, "...the developer was required to develop the Red River Project as described in the agreement. The project was never developed in accordance with the agreement and the developer entered into bankruptcy and no longer owns the project."

On December 1, 2015, Ordinance No. 2015-32 was approved by the City of Donna rescinding Resolution No. 2014-23. This ordinance only rescinded the resolution of notice of intent to dissolve the TIRZ and thus did not affect the ordinance dissolving the TIRZ.

**Payment Request**
On May 23, 2016, the County Auditor's Office received the first and only City of Donna TIRZ No. 1 payment request in the amount of $138,545.58. Copies of developer invoices dated between 2004 and 2005 were provided to the County Auditor's Office. On numerous occasions, the County Auditor's Office requested copies of cancelled checks to support payment of the invoices dated between 2004 and 2005 and the evidence was not provided. In addition, evidence that the Developer performed any improvements in 2006 and forward was not provided.

**"Assignment of Rights"**
The County Auditor's Office was provided with a copy of an "Assignment of Rights" where the developer transferred the rights, management, collection and benefit of the Red River Subdivision to the Law Office of Ramon Garcia. The document was not dated, signed by the assignee, or notarized. According to the document, the Law Office of Ramon Garcia was entitled to receive 40% of all gross proceeds. The remaining 60% was to be forwarded to South Texas Benevolence Society Inc.

On November 18, 2015, the TIRZ Board approved a reimbursement request in the amount $1,004,525.87. The total request was for $2,104,390.00; however, the Board only approved the reimbursement of $1,004,525.87.

On May 12, 2016, $195,000.00 was wire transferred to the Law Office of Ramon Garcia to fulfill a partial payment of the amount that had been previously approved by the TIRZ Board.

**Conflict Disclosure Statement (CIS)**
Due to the "Assignment of Rights" noted above, the Law Office of Ramon Garcia has an interest in the January 9, 2007 interlocal agreement with Hidalgo County, the City of Donna, Texas, Tax Increment Reinvestment Zone (TIRZ) No. 1, City of Donna, Texas and Garden Valley Homes, LLC.

Pursuant to Local Government Code § 176.003 (a), a local government officer, which includes a member of the governing body of a local governmental entity, shall file a conflict of interest disclosure statement with respect to a vendor if:

(1) the vendor enters into a contract with the local governmental entity or the local governmental entity is considering entering into a contract with the vendor; and
(2) the vendor:
  (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that:
    (i) a contract between the local governmental entity and vendor has been executed; or
    (ii) the local governmental entity is considering entering into a contract with the vendor;

Pursuant to Local Government Code § 176.003 (b), a local government officer shall file the conflicts disclosure statement with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of the statement under Subsection (a). A local government officer commits an offense if the officer knowingly violates Local Government Code § 176.003. An offense under this section is a misdemeanor.

The Texas Ethics Commission has developed Form CIS "Local Government Officer Conflicts Disclosure Statement" for compliance with Local Government Code § 176.003 (b).

**Audit Authority of the County Auditor**
Local Government Code 115.001 states the County Auditor shall have continual access to and shall examine and investigate the correctness of the books, accounts, reports, vouchers, and other records of any officer. The statute includes all evidentiary matter or records deemed necessary by the County Auditor to verify correctness. In addition, Local Government Code 113.064 states, "a claim, bill or account may not be allowed or paid until it has been examined and approved by the auditor."

**Scope and Methodology:**
The scope of our review was limited to the City of Donna TIRZ No. 1 payment request and supporting documentation submitted by the City of Donna. Our review was not designated nor intended to be a detailed study of every relevant control system, procedure, or transaction. Accordingly, the opportunities for improvement presented in this report may not be all-inclusive of areas where improvements could be made. The responsibility for sound internal controls rests with management.

As part of our review, we reviewed the City of Donna payment request for tax years 2007 through 2015; the TIRZ agreement; Tax Code Chapter 311, "Tax Increment Financing Act"; Local Government Code Chapter 176; City of Donna TIRZ No. 1 board minutes; Ordinances and Resolutions approved by the City of Donna; Assignment of Rights; and developer invoices.

**Conclusion:**
The results of our review revealed the following:

1. The City of Donna did not comply with the reporting requirements of section VIII (J) of the interlocal agreement. The interlocal agreement was entered into on January 9, 2007. Pursuant to the agreement, the City agreed to prepare and deliver an annual report to the County in accordance with Tax Code §311.016 on or before the 150th day following the end of the fiscal year.

   The 2007 through 2014 annual reports were provided on February 3, 2017. The 2015 annual report was provided on May 23, 2016.

2. The City of Donna TIRZ No.1 was dissolved on January 6, 2015 through Ordinance No. F-2014-12-204. Pursuant to the ordinance, the TIRZ was dissolved since the project was never developed in accordance with the agreement, the developer entered into bankruptcy, and the developer no longer owned the project. Documentation of action to rescind Ordinance No. F-2014-12-204 was not provided.

3. The City of Donna created TIRZ No. 1 on August 8, 2006 through Ordinance No. PI-2006-07-10. The County agreed to participate in Donna TIRZ No. 1 on January 9, 2007. According to the interlocal agreement that the County entered into with the City of Donna TIRZ No.1 and Garden Valley Homes, the County's contributions were to be used to fund project costs including construction of public infrastructure improvements that were set to commence in 2006.

   According to the interlocal agreement, in order for the developer to obtain a reimbursement, the developer was to complete the improvements in compliance with the interlocal agreement and submit a certificate of completion along with the payment request. We were not provided with evidence that the developer submitted a certificate of completion.

   We received invoices for improvements that took place between 2004 and 2005. However, we were not provided with cancelled checks to support payments of these invoices. We were not provided with any evidence that the developer performed any improvements in 2006 and forward.

4. We were provided with a copy of an Assignment of Rights where the developer transferred the rights, management, collection and benefit of the Red River Subdivision to the Law Office of Ramon Garcia. The document was not dated, signed by the assignee, or notarized. In addition, we found no evidence that this Assignment of Rights was approved by the City of Donna, the TIRZ Board, or Hidalgo County. According to the document, the Law Office of Ramon Garcia was entitled to receive 40% of all gross proceeds. The remaining 60% was to be forwarded to South Texas Benevolence Society Inc. On May 12, 2016, a wire transfer was made to the Law Office of Ramon Garcia in the amount of $195,000.00.

The Assignment of Rights created a business relationship between the County Judge and the developer. This relationship created a conflict of interest that needed to be disclosed pursuant to Local Government Code §176.003. According to the November 18, 2015 City of Donna TIRZ No. 1 board minutes, the County Executive Officer on behalf of the County stated for the record that "Ramon Garcia is acting as a private attorney, not the County Judge: has abstained himself; and has filed a recusal and conflict notification." We found no evidence that Form CIS was filed by the County Judge with regards to the conflict with the City of Donna TIRZ No. 1.

Based on the results of our review, we are not able to process a payment for the following reasons:

- The City of Donna TIRZ No.1 was dissolved on January 6, 2015 through Ordinance No. F-2014-12-204; and
- We were not provided with any evidence that the developer performed any improvements in 2006 and forward.

If you have any questions feel free to contact me at 318-2511 ext. 4604.

Respectfully,

Ray Eufracio, CPA
Hidalgo County Auditor

Cc: The Honorable Ramon Garcia, County Judge
The Honorable David L. Fuentes, Commissioner Precinct 1
The Honorable Eduardo Cantu, Commissioner Precinct 2
The Honorable Jose M. Flores, Commissioner Precinct 3
The Honorable Joseph Palacios, Commissioner Precinct 4

COUNTY of HIDALGO

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Edinburg, Texas 78539-6243
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FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor



EDINBURG, TEXAS 78539

May 25, 2017

The Honorable Eddie Guerra, Sheriff
Hidalgo County Sheriff's Office
711 El Cibolo Rd.
Edinburg, Texas 78540

Re: Review of Sheriff's "B" Account Financial Statements
For the Months ended January 31, 2017 and February 28, 2017

Dear Sheriff Guerra:

We conducted a limited scope review of the "B" Account financial statements for the months ended January 31, 2017 and February 28, 2017 pursuant to Local Government Code §112.006 (a), §115.001, §115.002 (b), and §115.901. The objective of the review was to obtain limited assurance that the financial statements are free from material misstatement.

Management is responsible for the preparation of the financial statements including the design, implementation, and maintenance of internal controls relevant to the preparation of the financial statements. Our responsibility is to perform procedures to obtain limited assurance that the financial statements are free from material misstatement.

Based on our review, the financial statements did not contain any material misstatements. However, we noted that the system of internal controls relevant to the preparation of the financial statements requires improvement as noted in the following observations:

**Observation No. 1:**
We noted during our review that receipt number F-2017-01041, issued during the month of February, was not properly voided. A supervisor's signature of approval was not obtained. As per the Sheriff's Office staff, the supervisor's signature of approval was not obtained due to an oversight.

The County Auditor's Office requires that approval of a void receipt be obtained prior to voiding a receipt. Approval of void receipts should be limited to supervisors. The supervisors should ensure the original and all copies of the void receipt contain on the face of the receipt the word "void", an explanation for the void, the date receipt was voided, and the supervisor's signature of approval. In addition, the supervisor should ensure that the original and all the other copies of the voided receipt are securely attached together and submitted to the County Auditor's Office.

Failure to ensure proper procedures for voiding receipts are followed may result in the loss or misuse of County funds.

**Recommendation:**
Management should re-train staff regarding the proper procedures for voiding receipts. At a minimum, the procedures listed above should be implemented.

HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINGLETERRY JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | L. KENO VASQUEZ JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | RENEE R. BETANCOURT JUDGE, 449TH D.C.

**Observation No. 2:**
The "B" Account financial statements and applicable supporting documentation were not filed with the County Auditor's Office within ten days after the last day of the month. The January and February financial statements were filed 39 and 21 working days late, respectively.

The County Auditor's Office requires that financial statements be submitted within ten days after the last day of the month.

Failure to ensure that the financial statements are submitted to the County Auditor's Office within ten days after the last day of the month may result in the improper reporting of County funds.

**Recommendation:**
Management should ensure that financial statements along with supporting documentation are submitted to the County Auditor's Office within ten days after the last day of the month.

Please provide a management response to the observations noted above by June 2, 2017.

If you have any questions, please contact Letty Chavez, Compliance Audit Supervisor, at 318-2511, ext 4651, Arcy B. Duran, CPA, Director of Audit, at ext. 4645, Linda Fong, First Assistant Auditor, at ext. 4668, or me at ext. 4604.

Respectfully,

Ray Eufracio, CPA
Hidalgo County Auditor

cc: Valde Guerra, County Executive Officer

# COUNTY of HIDALGO




EDINBURG, TEXAS 78539

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May 25, 2017

The Honorable Ricardo Rodriguez, Jr.
Hidalgo County Criminal District Attorney
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

Re: Review of the H.B. 65 Financial Statements
For the month ended February 28, 2017

Dear Mr. Rodriguez:

We conducted a limited scope review of the H.B. 65 financial statements for the month ended February 28, 2017 pursuant to Local Government Code §112.006 (b), §115.001, §115.002 (b), and §115.901. The objective of the review was to obtain limited assurance that the financial statements are free from material misstatements.

Management is responsible for the preparation of the financial statements including the design, implementation, and maintenance of internal controls relevant to the preparation of the financial statements. Our responsibility is to perform procedures to obtain limited assurance that the financial statements are free from material misstatements.

Based on our review, the financial statements do not contain any material misstatements.

If you have any questions, please contact Letty Chavez, Compliance Audit Supervisor, at 318-2511, ext. 4651, or Arcy B. Duran, CPA, Director of Audit, at ext. 4645, Linda Fong, First Assistant Auditor, at ext. 4668, or me at ext. 4604.

Respectfully,

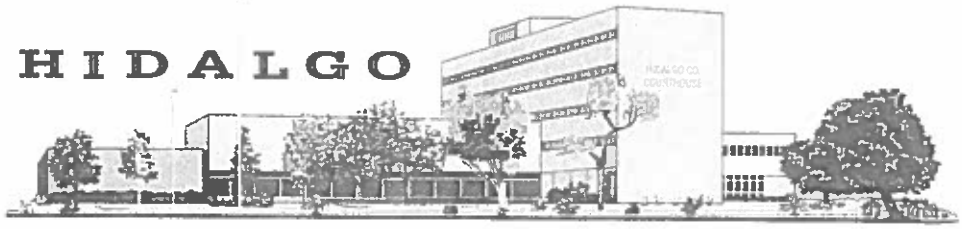
Ray Eufracio, CPA
County Auditor

cc: Rosalinda Cantu, Human Resources Coordinator, District Attorney's Office

**HIDALGO COUNTY DISTRICT JUDGES**

LUIS M SINGLETERRY JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 398TH D.C. | L. KENO VASQUEZ JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | RENEE R. BETANCOURT JUDGE, 449TH D.C.

# COUNTY of HIDALGO



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EDINBURG, TEXAS 78539

June 2, 2017

The Honorable Ricardo Rodriguez, Jr., Criminal District Attorney
Hidalgo County District Attorney's Office
100 N. Closner, 3rd Floor
Edinburg, Texas 78539

Re: Review of *Hot Checks Processing Fees Report* and Supporting Documentation
For the Month of February 2017

Dear Mr. Rodriguez:

We conducted a limited scope review of the *Hot Checks Processing Fees Report* (*Processing Fees Report*) and supporting documentation for the month of February 2017 pursuant to Local Government Code §115.002 (a) and (b). The objective of the review was to determine if collections were properly accounted and reported.

**Scope:**
The scope of the review was limited to collections reported by your office on the *Processing Fees Report* for the month of February 2017. Our review was not designed nor intended to be a detailed study of every relevant control system, procedure, or transaction. Accordingly, the opportunities for improvement presented in this report may not be all-inclusive of areas where improvement could be made.

The responsibility for establishing and maintaining a sound internal control system rests with management. The objectives of an internal control system are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or theft, and that transactions are executed in accordance with management's authorization and recorded properly.

The purpose of this report is to furnish management independent, objective analyses, recommendations, and information concerning the area reviewed. The report should serve as a tool to help management discern and implement specific improvements.

**Methodology:**
In planning and performing our review, we reviewed applicable statutes, the *Processing Fees Report*, and fee schedules. The following procedures were performed:

- Reviewed the submittal date of the *Processing Fees Report* to the County Auditor's Office to determine if the report was received within five days after the last day of the month pursuant to Local Government Code §114.001 (b).
- Verified the signature on the *Processing Fees Report* to ensure that the report was signed by an authorized signatory as documented on the "Authorized Signatories Form."
- Verified the mathematical accuracy of the *Processing Fees Report* by footing and cross-footing the report.
- Verified that the sequence of receipts and checks issued per the *Processing Fees Report* agreed to *Odyssey's DA Receipt Journal Report* and *Check Transaction Register Report*. In addition, verified that receipts and checks issued followed a sequential order.

- Verified collections and disbursements per the *Processing Fees Report* agreed to *Odyssey's Hot Checks Receipt Journal Report*.
- Verified that collections received from the Community Supervision and Corrections Department were receipted and included on the *Processing Fees Report*.
- Verified that the collections per the *Processing Fees Report* agreed to total receipts issued and the deposits made to the Hot Check bank account.
- Verified that the processing fees per the *Processing Fees Report* were remitted to the County Treasurer's Office in a timely manner.
- Verified that procedures for voided receipts and checks were properly followed.
- Reviewed a random sample of receipts to ensure processing and merchant fees were properly collected and reported as required by Code of Criminal Procedure §102.007 and Business and Commerce Code §3.506 (b) .
- Reviewed a random sample of receipts to determine if court costs collected were remitted to the applicable Justice of the Peace courts and receipted.

**Conclusion:**
Total collections for the month of February 2017 were $77,243.60. Based on the results of the review, we have concluded that collections were generally properly accounted and reported.

If you have any questions, please call Ricardo Nunez, Internal Auditor II, at 318-2511 ext. 4644, Letty Chavez, Compliance Audit Supervisor, at ext. 4651, Arcy B. Duran, CPA, Director of Audit, at ext. 4645, Linda Fong, First Assistant Auditor, at ext. 4668, or me at ext. 4604.

Respectfully,

Ray Eufracio, CPA
County Auditor

cc: Mr. Valde Guerra, County Executive Office

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EDINBURG, TEXAS 78539

May 18, 2017

Honorable Norma Garcia, County Treasurer
Hidalgo County Treasurer's Office
2810 South Business Highway 281
Edinburg, TX 78539

Mr. Sergio Cruz, Budget Officer
Department of Budget and Management
2818 South Business Highway 281
Edinburg, TX 78539

Re: Audit of the 2016 Approved Salary Schedule
Audit No. 2016-02

Dear Honorable Norma Garcia and Mr. Sergio Cruz:

We have completed an audit of the 2016 salary and allowance amounts in the *alio* Human Resource System (HRS) pursuant to Local Government Code §115.001 and our annual audit plan. The objective of the audit was to determine if the amounts to be paid to employees did not exceed the 2016 budgeted salary schedule approved by Commissioners Court.

**Background:**
Local Government Code §152.011 authorizes Commissioners Court to set the amount of compensation, office and travel expenses, and all other allowances for county and precinct officers and employees who are paid wholly from county funds. In addition, pursuant to Local Government Code §111.070, Commissioners Court may spend county funds only in strict compliance with the budget.

Pursuant to Local Government Code §113.041(a), the County Treasurer shall disburse the money belonging to the County and shall pay and apply the money as required by law and as the Commissioners Court may require or direct, not inconsistent with law.

On September 29, 2015, Commissioners Court approved the 2016 budgeted salary schedule which included budgeted salaries and allowances (i.e., longevity pay, interpreter pay, supplemental pay, automobile allowance, and clothing allowance) in the amount of $124,226,979.00.

*alio* Human Resource System (HRS)
The County Treasurer's Office utilizes HRS to process payroll and maintain employee payroll records. HRS has a position control program that is not being utilized. The position control program has built in controls to ensure actual salaries and allowances paid do not exceed the budgeted salaries and allowances approved by Commissioners Court. Employees are paid based on hourly and bi-weekly rates computed from the actual salary and allowance amounts as approved by the Elected Official/Department Head on a Change of Status form. The Elected Official/Department Head cannot approve salary and allowance amounts in excess of the amounts on the budgeted salary schedule approved by Commissioners Court.

Generally, changes to employee records are required to be submitted through a properly authorized Change of Status form. The Change of Status form requires the signature of the preparer, the Official or Department Head, the Human Resources Director, the Budget Officer, the County Auditor, and the County Treasurer. The exception to the use of the Change of Status form to make changes to employee records occurs as a result of

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the adoption of the following year's salary schedule. Due to a significant volume of changes (i.e., Cost of Living Adjustment (COLA), longevity pay, title changes, etc.) that may occur in any year, the Department of Budget and Management prepares an electronic file that is uploaded to HRS by the County Auditor's Office IT staff. Commissioners Court approved 3% COLA increase for all employees effective January 1, 2016.

Prior to uploading the electronic file, the previous year's salary information is rolled over to the current year. The electronic file overrides the rolled over salary and allowance amounts, hourly and bi-weekly rates, position titles, general ledger account numbers, and distribution percent per general ledger account, as applicable.

The 2016 electronic file provided by the Department of Budget and Management included changes to longevity pay and COLA adjustments.

Budget Application Program

The Department of Budget and Management (DBM) utilizes the Budget Application Program (BAP), a Microsoft Access database developed internally by the IT Department, in order to develop the budgeted salary schedule that is presented to Commissioners Court for adoption during the annual budget process. In addition to the "adopted" salary schedule, the BAP contains an "actual" salary schedule for each year. The actual salary schedule is updated throughout the year to reflect the current budgeted and actual salaries and allowances per position. Since the BAP does not interface with HRS, a reconciliation of these two programs is needed. According to the Director of the Budget and Management Division, this reconciliation is conducted prior to preparing the electronic file that is uploaded to HRS.

Salary Upload Process

The Hidalgo County Department of Budget and Management implemented formal procedures for the salary upload process. The following process is followed in order to develop the electronic file used to upload salaries. An electronic file of HRS salary information for all active employees (except for elected officials, Adult Probation Department, temporary, and part-time employees) is requested from the County Auditor's Office. This electronic file is reconciled against the actual salary schedule.

The reconciled actual salary schedule serves as the basis for the following year's salary schedule. The salary schedule is adjusted for longevity pay and any applicable changes approved during the budget process (i.e., position creations, deletions, reclassifications, salary adjustments/increases, COLA adjustments, etc.). The adjusted schedule is used to create a Microsoft Excel file containing employee numbers, general ledger account numbers, distribution percent per general ledger account, position titles, and actual salaries and allowances. The Microsoft Excel file is forwarded to the County Auditor's Office IT staff to upload into HRS. In addition, the County Auditor's Office IT staff uses a program developed by the IT Department to compute and upload to HRS the hourly and bi-weekly rates, based on the actual salary and allowance amounts.

After the upload is completed, the County Auditor's Office IT staff queries HRS to extract the hourly rates, bi-weekly rates, and salary and allowance amounts for all employees and saves the extracted data to an electronic file. The electronic file is then forwarded to DBM. DBM's Budget Analysts reconcile the extracted data to the data on the electronic file initially provided by DBM to ensure that the data was properly uploaded. A formal notice of discrepancies noted during the reconciliation process is sent to the County Treasurer's Office.

**Scope and Methodology:**

The scope of our audit was limited to a review of the 2016 budgeted salary schedule approved by Commissioners Court and the 2016 hourly and bi-weekly rates for salaries and allowances in HRS. Our audit was not designed nor intended to be a detailed study of every relevant control system, procedure, or transaction. Accordingly, the opportunities for improvement presented in this report may not be all inclusive of areas where improvements could be made.

In planning and performing our audit, we interviewed staff, obtained a copy of the 2015 and 2016 budgeted salary schedule approved by Commissioners Court and an electronic file of 2016 salaries and allowances in HRS. The following procedures were performed:

- Compared the 2015 adopted salary schedule to the 2016 adopted salary schedule to verify that salary increases did not exceed the 3% COLA, except for employees of the Juvenile Detention Department, County Auditor's Office, and Court Reporters.

- Compared the 2016 budgeted salary schedule approved by Commissioners Court to the 2016 hourly and bi-weekly rates for salaries and allowances in HRS to ensure the salaries did not exceed the 2016 budgeted salary schedule approved by Commissioners Court.
- Reviewed actual compensation for pay period 2 (December 28, 2015 through January 10, 2016) to determine if actual compensation for December 28, 2015 through December 31, 2015 did not exceed the 2015 budgeted salaries and actual compensation for January 1, 2016 through January 10, 2016 did not exceed the 2016 budgeted salaries.

**Conclusion:**

Based on the results of our audit, we have determined that the 2016 hourly and bi-weekly rates for salaries and allowances in HRS did not exceed the 2016 budgeted salary schedule approved by Commissioners Court. More specifically, the following was noted:

- Except for positions approved by Commissioners Court to receive a salary adjustment during the budget process (i.e., JP employees on the Judicial Pay Plan, and certain employees compensated from the special revenue fund), salary increases did not exceed the 3% COLA.
- The hourly and bi-weekly rates for 2,813 (100%) employees did not exceed the rates based on the 2016 budgeted salary schedule approved by Commissioners Court.
- Actual compensation for 2,794 employees for pay period 2 (December 28, 2015 through January 10, 2016) did not exceed the 2015 and 2016 budgeted salaries approved by Commissioners Court.

In addition, we noted that the system of internal controls over the uploading of the salary schedule to HRS requires improvement as follows:

- HRS has a position control program that is not being utilized. The position control program has built in controls to ensure actual salaries and allowances paid do not exceed the budgeted salaries and allowances approved by Commissioners Court. In addition, position control will facilitate the reconciliation of the approved budgeted salary schedule and HRS among other things.
- The approved 2016 budgeted salary schedule only contains position numbers and titles; however, HRS only includes employee numbers and titles. Since the databases do not include common fields, the reconciliation between these databases is difficult and time-consuming.

**Recommendation:**

The County Treasurer's Office should implement the position control program in HRS to ensure that salaries and allowances paid to employees do not exceed the budgeted salaries and allowances approved by Commissioners Court. The County Treasurer's Office should coordinate with the County Auditor's Office to consult with Weidenhammer regarding the implementation of position control. If position control cannot be implemented, DBM should include the slot and department number on the BAP electronic file.

We would like to express our appreciation to you and your staff for the courtesy, cooperation, and assistance provided to us during the audit. If you should have any questions, please call, Letty Chavez, Compliance Audit Supervisor, at 318-2511 ext. 4651, Arcy B. Duran, CPA, Director of Audit, at ext. 4645, or me at ext. 4604.

Respectfully,

Ray Eufracio, CPA
County Auditor

cc: Mr. Valde Guerra, County Executive Officer

COUNTY of HIDALGO

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor



EDINBURG, TEXAS 78539

May 19, 2017

Rolando Garza, Chief Appraiser
Hidalgo County Appraisal District
4405 S. Professional Dr.
Edinburg, Texas 78540-0208

Ref: 2017 Tax Roll Abatement-South Texas Electric Cooperative, Inc.
Report No. 2017-23

Dear Mr. Garza:

We have completed a limited scope review of the tax abatement agreement between Hidalgo County and South Texas Electric Cooperative, Inc. The objective of the review was to determine whether South Texas Electric Cooperative, Inc. qualifies for a tax abatement for the 2017 tax year.

**Scope and Methodology**
The scope of our review was limited to a review of the tax abatement agreement between Hidalgo County and South Texas Electric Cooperative, Inc., Hidalgo County Tax Abatement Guidelines, correspondence received from South Texas Electric Cooperative, Inc. Representative, and compliance verification letter from South Texas Electric Cooperative, Inc. regarding compliance with terms of the tax abatement agreement.

**Conclusion:**
Based on the results of our review, we have determined that South Texas Electric Cooperative, Inc. qualifies for 80% tax abatement for the 2017 tax year based on the $210,076,550.44 capital cost of the improvements.

On May 16, 2017, the Hidalgo County Commissioners Court approved an addendum to the agreement between Hidalgo County and South Texas Electric Cooperative, Inc. granting an 80% tax abatement of the newly created value for South Texas Electric Cooperative, Inc. in accordance with section 3.04 of the agreement.

Pursuant to section 3.04 of the tax abatement agreement between Hidalgo County and South Texas Electric Cooperative, Inc., the percent of increase in newly created value to be abated is the greater of the abatement percentage determined by the capital cost involved in the project, or the abatement percentage determined by the number of full-time jobs created. Over $10,000,000 in capital cost qualifies the company for 80% tax abatement.

If you have any questions, please call Letty Chavez, Compliance Audit Supervisor, at 318-2511 ext. 4651, Arcy B. Duran, CPA, Director of Audit, ext. 4645, Linda Fong, First Assistant Auditor, at ext 4668, or me at ext. 4604.

Respectfully,

Ray Eufracio, CPA
Hidalgo County Auditor

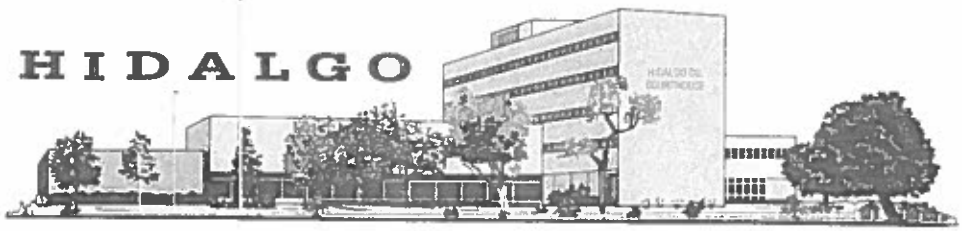
Cc: The Honorable Ramon Garcia, Hidalgo County Judge
Ms. Blanca Perez, Supervisor-Property Records, Hidalgo County Appraisal District

HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINGLETERRY JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | L. KENO VASQUEZ JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | RENEE R. BETANCOURT JUDGE, 449TH D.C.

COUNTY of HIDALGO

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EDINBURG, TEXAS 78539

May 30, 2017

The Honorable Pablo Villarreal, Tax Assessor/Collector
Hidalgo County Tax Office
2804 S. Business Hwy 281
Edinburg, Texas 78539

Re: City of Mission TIRZ No. 1 (THMS1 and THMS2)
Report No. 2017-26

Dear Mr. Villarreal:

We conducted a limited scope review of collections for the City of Mission Tax Increment Reinvestment Zone No. 1 (TIRZ). The objective of the review was to determine whether TIRZ collection reports prepared by the Tax Office included collections received for all tax accounts located within the TIRZ.

The scope of the review was limited to tax accounts located within the TIRZ for tax roll 2017. The review was not designed nor intended to be a detailed study of every relevant control system, procedure, or transaction. Accordingly, the opportunities for improvement presented in this report may not be all-inclusive of areas where improvements could be made. The responsibility for sound internal controls rests with management.

As part of the review, we examined applicable sections of Tax Code Chapter 311, the agreement amongst the City of Mission, Hidalgo County, and City of Mission TIRZ, TIRZ collection reports provided by the Tax Office, and the list of accounts coded THMS1 and THMS2 by Hidalgo County Appraisal District (HCAD).

The results of the review revealed that 17 tax account numbers (see Exhibit A) coded THMS1 or THMS2 by the HCAD were not included in the TIRZ collection reports provided by the Tax Office. The collection reports were manually adjusted to reflect the proper collections.

We recommend that copies of the revised TIRZ collection reports be submitted to the County Auditor's Office once the revision listed above is made by the HCAD.

If you have any questions, please call Ricardo Nuñez, Internal Auditor I, at 318-2511 ext. 4644, Letty Chavez, Compliance Audit Supervisor, ext. 4651, Arcy B. Duran, CPA, Director of Audit, at ext. 4645, Linda Fong, First Assistant Auditor, at ext. 4668, or me at ext. 4604.

Respectfully,

Ray Eufracio, CPA
Hidalgo County Auditor

cc: The Honorable Ramon Garcia, Hidalgo County Judge

HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINGLETERRY JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | L. KENO VASQUEZ JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | RENEE R. BETANCOURT JUDGE, 449TH D.C.

# Exhibit A

## Mission TIRZ #1

| | year | prop_id | geo_id |
|---|---|---|---|
| 1 | 2016 | 101520 | 10052-00-000-0004-01 |
| 2 | 2016 | 101522 | 10052-00-000-0005-05 |
| 3 | 2016 | 101523 | 10052-00-000-0005-06 |
| 4 | 2016 | 541909 | 10052-00-000-0007-01 |
| 5 | 2016 | 634588 | 10052-00-000-0000-01 |
| 6 | 2016 | 634590 | 10052-00-000-0000-02 |
| 7 | 2016 | 634592 | 10052-00-000-0000-03 |
| 8 | 2016 | 634593 | 10052-00-000-0000-04 |
| 9 | 2016 | 634595 | 10052-00-000-0000-05 |
| 10 | 2016 | 637811 | 10052-00-000-0007-02 |
| 11 | 2016 | 644473 | 10052-00-000-0007-08 |
| 12 | 2016 | 644474 | 10052-00-000-0007-06 |
| 13 | 2016 | 647550 | 10049-00-000-0000-05 |
| 14 | 2016 | 647553 | 10052-00-000-0000-06 |
| 15 | 2016 | 654929 | 10052-00-000-0007-11 |
| 16 | 2016 | 690114 | 10052-00-000-0007-15 |
| 17 | 2016 | 693664 | 10052-00-000-0007-17 |

COUNTY of HIDALGO

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EDINBURG, TEXAS 78539

May 30, 2017

Martin Garza, City Manager
City of Mission
1201 E. 8th Street
Mission, Texas 78572

Re: City of Mission TIRZ No. 1 (THMS1 and THMS2)
Report No. 2017-26

Dear Mr. Garza:

We conducted a limited scope review of the interlocal agreement between the City of Mission, Hidalgo County, and Reinvestment Zone Number One, City of Mission, Texas and (Mission TIRZ). The objectives of the review were to determine the accuracy of the Mission TIRZ 2017 payment amount and compliance with Tax Code §311.016 regarding completion of annual audit report by the Mission TIRZ.

The scope of our review was limited to the Mission TIRZ property accounts as of January 31, 2017. Our review was not designed nor intended to be a detailed study of every relevant control system, procedure, or transaction. Accordingly, the opportunities for improvement presented in this report may not be all-inclusive of areas where improvements could be made. The responsibility for sound internal controls rests with management.

The results of the review revealed the following:

1. A payment request in the amount of $2,602,428.78 was received from the City of Mission on behalf of the Mission TIRZ; however, it was determined that the payment amount should be $2,568,815.15 (a difference of $33,613.63) (see Exhibit A).
2. The Mission TIRZ annual audit report included the required information pursuant to Tax Code §311.016.

If you have any questions, please call Ricardo Nunez, Internal Auditor I, at 318-2511 ext. 4644, Letty Chavez, Compliance Audit Supervisor, at ext. 4651, Arcy B. Duran, CPA, Director of Audit, at ext. 4645, Linda Fong, First Assistant Auditor, at ext. 4668, or me at ext. 4604.

Respectfully,

Ray Eufracio, CPA
Hidalgo County Auditor

cc: The Honorable Ramon Garcia, Hidalgo County Judge
Ms. Angie Vela, Finance Director, City of Mission

HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINGLETERRY JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | L. KENO VASQUEZ JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | RENEE R. BETANCOURT JUDGE, 449TH D.C.

**EXHIBIT A**

## 2016-2017 Mission TIRZ Payment

| Tax Increment Reinvestment Zone (TIRZ) Payment Calculation | Mission TIRZ Calculation for Tax Year 2016 | Mission TIRZ Calculation for Tax Year 2015 | Mission TIRZ Calculation for Tax Year 2014 | Mission TIRZ Calculation for Tax Year 2013 | Mission TIRZ Calculation for Tax Year 2012 | Mission TIRZ Calculation for Tax Year 2011 | Mission TIRZ Calculation for Tax Year 2010 | Mission TIRZ Calculation for Tax Year 2009 | Mission TIRZ Calculation for Tax Year 2008 | Mission TIRZ Calculation for Tax Year 2007 | Mission TIRZ Calculation for Tax Year 2006 | Mission TIRZ Calculation for Tax Year 2005 | Mission TIRZ Calculation for Tax Year 2004 | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| TIRZ Real Property Certified Taxable Value as of January 31 (Provided by Hidalgo County Appraisal District (HCAD)) | $ 549,986,140.00 | $ 514,107,470.00 | $ 456,307,703.00 | $ 434,510,686.00 | $ 392,611,004.00 | $ 374,081,809.00 | $ 364,015,470.00 | $ 355,391,314.00 | $ 321,538,050.00 | $ 242,231,282.00 | $ 157,557,847.00 | $ 130,774,321.00 | $ 86,566,173.00 | |
| (Multiplied by) Hidalgo County Current (GHD) Tax Rate ( 50/100) | 0.0059 | 0.0059 | 0.0059 | 0.0059 | 0.0059 | 0.0059 | 0.0059 | 0.0059 | 0.0059 | 0.0059 | 0.0059 | 0.0059 | 0.0059 | |
| GHD Actual Tax Levy for all real property tax accounts located within the TIRZ | $ 3,244,918.23 | $ 3,033,234.87 | $ 2,692,215.45 | $ 2,563,613.05 | $ 2,317,584.92 | $ 2,207,083.20 | $ 2,147,691.27 | $ 2,098,080.75 | $ 1,897,074.50 | $ 1,429,164.56 | $ 929,581.30 | $ 771,568.49 | $ 522,540.42 | |
| TIRZ Real Property Certified Taxable Value as of January 31 (Provided by Hidalgo County Appraisal District (HCAD)) | $ 549,986,140.00 | $ 514,107,470.00 | $ 456,307,703.00 | $ 434,510,686.00 | $ 392,611,004.00 | $ 374,081,809.00 | $ 364,015,470.00 | $ 355,391,314.00 | $ 321,538,050.00 | $ 242,231,282.00 | $ 157,557,847.00 | $ 130,774,321.00 | $ 86,566,173.00 | |
| (Less) Base Year Real Property Certified Appraised Value for Tax Accounts located within the TIRZ (Provided by HCAD) | $ 29,220,602.00 | $ 29,220,602.00 | $ 29,220,602.00 | $ 29,220,602.00 | $ 29,220,602.00 | $ 29,220,602.00 | $ 29,220,602.00 | $ 29,220,602.00 | $ 29,220,602.00 | $ 29,220,602.00 | $ 29,220,602.00 | $ 29,220,602.00 | $ 29,186,713.00 | |
| Captured Appraised Value | $ 520,765,538.00 | $ 484,886,868.00 | $ 427,087,101.00 | $ 405,290,084.00 | $ 363,390,402.00 | $ 344,861,207.00 | $ 334,794,868.00 | $ 326,170,712.00 | $ 292,317,448.00 | $ 213,010,680.00 | $ 128,337,245.00 | $ 101,553,719.00 | $ 56,379,460.00 | |
| Captured Appraised Value | $ 520,765,538.00 | $ 484,886,868.00 | $ 427,087,101.00 | $ 405,290,084.00 | $ 363,390,402.00 | $ 344,861,207.00 | $ 334,794,868.00 | $ 326,170,712.00 | $ 292,317,448.00 | $ 213,010,680.00 | $ 128,337,245.00 | $ 101,553,719.00 | $ 56,379,460.00 | |
| (multiplied by) Contribution Rate ( Per agreement b/o the lesser of 5095 or actual M&O) ( 5095/100) | 0.005095 | 0.005095 | 0.005095 | 0.005095 | 0.005095 | 0.005095 | 0.005095 | 0.005095 | 0.005095 | 0.005095 | 0.005095 | 0.005095 | 0.005095 | |
| Tax Levy Due to TIRZ | $ 2,653,300.42 | $ 2,470,498.58 | $ 2,176,008.78 | $ 2,064,952.96 | $ 1,852,493.10 | $ 1,757,068.31 | $ 1,705,779.85 | $ 1,661,839.78 | $ 1,489,357.40 | $ 1,085,289.41 | $ 653,878.26 | $ 517,416.20 | $ 302,536.35 | |
| TIRZ Collections (for February 1 through January 31) as per Collections Reports provided by Hidalgo County Tax Office | $ 2,919,360.19 | $ 233,506.32 | $ 13,745.58 | $ 10,671.32 | $ 6,280.88 | $ (6,275.77) | $ (9,239.91) | $ (10,919.04) | $ (17,932.02) | $ 443.26 | $ 363.10 | $ 100.22 | $ 210.49 | |
| (divided) GHD Actual Tax Levy for all Real Property tax accounts located within the TIRZ | $ 3,244,918.23 | $ 3,033,234.87 | $ 2,692,215.45 | $ 2,563,613.05 | $ 2,317,584.92 | $ 2,207,083.20 | $ 2,147,691.27 | $ 2,098,080.75 | $ 1,897,074.50 | $ 1,429,164.56 | $ 929,581.30 | $ 771,568.49 | $ 522,540.42 | |
| Percent Collected of Actual Levy | 89.97% | 7.70% | 0.51% | 0.42% | 0.27% | -0.28% | -0.43% | -0.52% | -0.95% | 0.03% | 0.04% | 0.01% | 0.04% | |
| Tax Levy Due to TIRZ | $ 2,653,300.42 | $ 2,470,498.58 | $ 2,176,008.78 | $ 2,064,952.96 | $ 1,852,493.10 | $ 1,757,068.31 | $ 1,705,779.85 | $ 1,661,839.78 | $ 1,489,357.40 | $ 1,085,289.41 | $ 653,878.26 | $ 517,416.20 | $ 302,536.35 | |
| (Adjustment) Percent Collected of Actual Levy | 89.97% | 7.70% | 0.51% | 0.42% | 0.27% | -0.28% | -0.43% | -0.52% | -0.95% | 0.03% | 0.04% | 0.01% | 0.04% | |
| | $ 2,387,174.38 | $ 189,996.17 | $ 11,097.64 | $ 8,672.80 | $ 5,001.73 | $ - | $ - | $ - | $ - | $ 613.76 | $ 261.55 | $ 103.48 | $ 121.82 | |
| (Less) Administrative Cost | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | |
| (Less) Adjustments ** | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ (613.76) | $ - | $ - | $ - | |
| **2016-2017 TIRZ PAYMENT AMOUNT** | $ 2,387,174.38 | $ 189,996.17 | $ 11,097.64 | $ 8,672.80 | $ 5,001.73 | $ - | $ - | $ - | $ - | $ - | $ 261.55 | $ 103.48 | $ 121.82 | $ 2,602,429.78 |

** Adjustments are made in order to prevent an overpayment, the adjustment limits payments to 100% allowable TIRZ levy

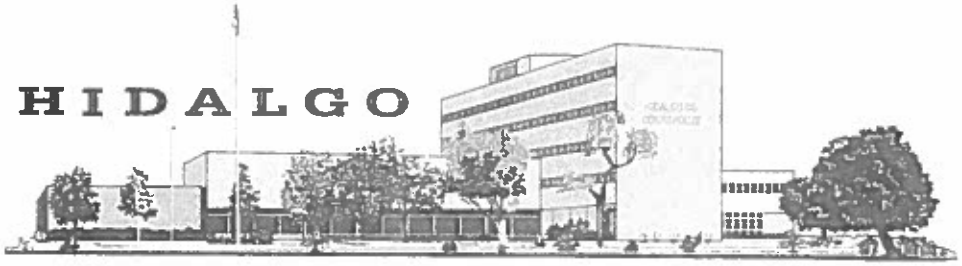
| Tax Increment Reinvestment Zone (TIRZ) Payment Calculation | County Auditor's Calculation for Tax Year 2016 | County Auditor's Calculation for Tax Year 2015 | County Auditor's Calculation for Tax Year 2014 | County Auditor's Calculation for Tax Year 2013 | County Auditor's Calculation for Tax Year 2012 | County Auditor's Calculation for Tax Year 2011 | County Auditor's Calculation for Tax Year 2010 | County Auditor's Calculation for Tax Year 2009 | County Auditor's Calculation for Tax Year 2008 | County Auditor's Calculation for Tax Year 2007 | County Auditor's Calculation for Tax Year 2006 | County Auditor's Calculation for Tax Year 2005 | County Auditor's Calculation for Tax Year 2004 | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| TIRZ Real Property Certified Taxable Value as of January 31 (Provided by Hidalgo County Appraisal District (HCAD)) | $ 547,533,185.00 | $ 510,391,050.00 | $ 456,307,703.00 | $ 434,510,686.00 | $ 392,611,004.00 | $ 374,081,809.00 | $ 364,015,470.00 | $ 355,391,314.00 | $ 321,538,050.00 | $ 242,231,282.00 | $ 157,557,847.00 | $ 130,774,321.00 | $ 86,566,173.00 | |
| (Multiplied by) Hidalgo County Current (GHD) Tax Rate ( 50/100) | 0.0059 | 0.0059 | 0.0059 | 0.0059 | 0.0059 | 0.0059 | 0.0059 | 0.0059 | 0.0059 | 0.0059 | 0.0059 | 0.0059 | 0.0059 | |
| GHD Actual Tax Levy for all real property tax accounts located within the TIRZ | $ 3,230,445.87 | $ 3,011,307.29 | $ 2,692,215.45 | $ 2,563,613.05 | $ 2,317,584.92 | $ 2,207,083.20 | $ 2,147,691.27 | $ 2,098,080.75 | $ 1,897,074.50 | $ 1,429,164.56 | $ 929,581.30 | $ 771,568.49 | $ 522,540.42 | |
| TIRZ Real Property Certified Taxable Value as of January 31 (Provided by Hidalgo County Appraisal District (HCAD)) | $ 547,533,185.00 | $ 510,391,050.00 | $ 456,307,703.00 | $ 434,510,686.00 | $ 392,611,004.00 | $ 374,081,809.00 | $ 364,015,470.00 | $ 355,391,314.00 | $ 321,538,050.00 | $ 242,231,282.00 | $ 157,557,847.00 | $ 130,774,321.00 | $ 86,566,173.00 | |
| (Less) Base Year Real Property Certified Appraised Value for Tax Accounts located within the TIRZ (Provided by HCAD) | $ 29,220,602.00 | $ 29,220,602.00 | $ 29,220,602.00 | $ 29,220,602.00 | $ 29,220,602.00 | $ 29,220,602.00 | $ 29,220,602.00 | $ 29,220,602.00 | $ 29,220,602.00 | $ 29,220,602.00 | $ 29,220,602.00 | $ 29,220,602.00 | $ 29,186,713.00 | |
| Captured Appraised Value | $ 518,312,583.00 | $ 481,170,448.00 | $ 427,087,101.00 | $ 405,290,084.00 | $ 363,390,402.00 | $ 344,861,207.00 | $ 334,794,868.00 | $ 326,170,712.00 | $ 292,317,448.00 | $ 213,010,680.00 | $ 128,337,245.00 | $ 101,553,719.00 | $ 56,379,460.00 | |
| Captured Appraised Value | $ 518,312,583.00 | $ 481,170,448.00 | $ 427,087,101.00 | $ 405,290,084.00 | $ 363,390,402.00 | $ 344,861,207.00 | $ 334,794,868.00 | $ 326,170,712.00 | $ 292,317,448.00 | $ 213,010,680.00 | $ 128,337,245.00 | $ 101,553,719.00 | $ 56,379,460.00 | |
| (multiplied by) Contribution Rate ( Per agreement b/o the lesser of 5095 or actual M&O) ( 5095/100) | 0.005095 | 0.005095 | 0.005095 | 0.005095 | 0.005095 | 0.005095 | 0.005095 | 0.005095 | 0.005095 | 0.005095 | 0.005095 | 0.005095 | 0.005095 | |
| Tax Levy Due to TIRZ | $ 2,640,802.51 | $ 2,451,563.43 | $ 2,176,008.78 | $ 2,064,952.96 | $ 1,852,493.10 | $ 1,757,068.31 | $ 1,705,779.85 | $ 1,661,839.78 | $ 1,489,357.40 | $ 1,085,289.41 | $ 653,878.26 | $ 517,416.20 | $ 302,536.35 | |
| TIRZ Collections (for February 1 through January 31) as per Collections Reports provided by Hidalgo County Tax Office | $ 2,921,861.12 | $ 233,506.32 | $ 13,745.58 | $ 10,671.32 | $ 6,280.88 | $ (6,275.77) | $ (9,239.91) | $ (10,919.04) | $ (17,932.02) | $ 443.26 | $ 363.10 | $ 168.61 | $ 210.49 | |
| (divided) GHD Actual Tax Levy for all Real Property tax accounts located within the TIRZ | $ 3,230,445.87 | $ 3,011,307.29 | $ 2,692,215.45 | $ 2,563,613.05 | $ 2,317,584.92 | $ 2,207,083.20 | $ 2,147,691.27 | $ 2,098,080.75 | $ 1,897,074.50 | $ 1,429,164.56 | $ 929,581.30 | $ 771,568.49 | $ 522,540.42 | |
| Percent Collected of Actual Levy | 90.45% | 7.75% | 0.51% | 0.42% | 0.27% | -0.28% | -0.43% | -0.52% | -0.95% | 0.03% | 0.04% | 0.02% | 0.04% | |
| Tax Levy Due to TIRZ | $ 2,640,802.51 | $ 2,451,563.43 | $ 2,176,008.78 | $ 2,064,952.96 | $ 1,852,493.10 | $ 1,757,068.31 | $ 1,705,779.85 | $ 1,661,839.78 | $ 1,489,357.40 | $ 1,085,289.41 | $ 653,878.26 | $ 517,416.20 | $ 302,536.35 | |
| (Adjustment) Percent Collected of Actual Levy | 90.45% | 7.75% | 0.51% | 0.42% | 0.27% | -0.28% | -0.43% | -0.52% | -0.95% | 0.03% | 0.04% | 0.02% | 0.04% | |
| | $ 2,388,605.87 | $ 189,996.17 | $ 11,097.64 | $ 8,672.80 | $ 5,001.73 | $ (6,919.79) | $ (7,334.85) | $ (8,641.57) | $ (14,148.90) | $ 651.17 | $ 261.55 | $ 103.48 | $ 121.82 | |
| (Less) Administrative Cost | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | |
| (Less) Adjustments ** | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ (651.17) | $ - | $ - | $ - | |
| **2016-2017 TIRZ PAYMENT AMOUNT** | $ 2,388,605.87 | $ 189,996.17 | $ 11,097.64 | $ 8,672.80 | $ 5,001.73 | $ (6,919.79) | $ (7,334.85) | $ (8,641.57) | $ (14,148.90) | $ - | $ 261.55 | $ 103.48 | $ 121.82 | $ 2,568,815.15 |

** Adjustments are made in order to prevent an overpayment, the adjustment limits payments to 100% allowable TIRZ levy

$ 33,613.63

COUNTY of HIDALGO

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor



EDINBURG, TEXAS 78539

June 2, 2017

Richard Hinojosa, City Manager
City of Edinburg
415 W. University Drive
Edinburg, Texas 78541

Re: Edinburg TIRZ No. 3, La Sienna Project
Report No. 2017-31

Dear Mr. Hinojosa:

We conducted a limited scope review of the interlocal agreement between the City of Edinburg, Hidalgo County, Reinvestment Zone No. 3, and Burns Brothers, LTD. The objectives of the review were to determine the accuracy of the Edinburg TIRZ No. 3 2016-2017 payment request and compliance with Section IV (B)(2), Section VIII (J) of the interlocal agreement and Tax Code § 311.016.

The scope of the review was limited to the property accounts within the Edinburg TIRZ No. 3 as of January 31, 2017. Our review was not designed nor intended to be a detailed study of every relevant control system, procedure, or transaction. Accordingly, the opportunities for improvement presented in this report may not be all-inclusive of areas where improvements could be made. The responsibility for sound internal controls rests with management.

The results of the review revealed the following:

1. A payment request in the amount of $143,901.86 was received from the City of Edinburg on behalf of the Edinburg TIRZ; however, it was determined that the payment amount should be $141,640.12 (a difference of $2,261.74) (see Exhibit A).
2. The annual report, fact sheet, and annual financial review were submitted in compliance with Section IV (B)(2), Section VIII (J) of the interlocal agreement and Tax Code §311.016 . According to the Edinburg TIRZ No. 3, they did not have any contracts with disadvantaged businesses; therefore, the applicable report was not provided.

If you have any questions, please call Ricardo Nunez, Internal Auditor I, at 318-2511 ext. 4644, Letty Chavez, Compliance Audit Supervisor, ext. 4651, Arcy B. Duran, CPA, Director of Audit, at ext. 4645, Linda Fong, First Assistant Auditor, at ext. 4668, or me at ext. 4604.

Respectfully,

Ray Enfracio, CPA
Hidalgo County Auditor

Enclosures

cc: The Honorable Ramon Garcia, Hidalgo County Judge

HIDALGO COUNTY DISTRICT JUDGES

LUIS SINGLETERRY JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | L. KENO VASQUEZ JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | REENE R BETANCOURT JUDGE, 449TH D.C.

**EXHIBIT A**

2016-2017 Edinburg TIRZ No. 3 - La Sienna Payment

| Tax Increment Reinvestment Zone (TIRZ) Payment Calculation | Edinburg TIRZ No. 3 Calculation 2010 | Edinburg TIRZ No. 3 Calculation 2011 | Edinburg TIRZ No. 3 Calculation 2012 | Edinburg TIRZ No. 3 Calculation 2013 | Edinburg TIRZ No. 3 Calculation 2014 | Edinburg TIRZ No. 3 Calculation 2015 | Edinburg TIRZ No. 3 Calculation 2016 | Total |
|---|---|---|---|---|---|---|---|---|
| TIRZ Real Property Certified Taxable Value as of January 31 (Provided by Hidalgo County Appraisal District (HCAD)) | | | | | $ 23,170,034.00 | $ 27,502,618.00 | $ 38,534,388.00 | |
| (multiplied by) Hidalgo County Current (GHD) Tax Rate (.59/100) | | | | | 0.0059 | 0.0059 | 0.0059 | |
| GHD Actual Tax Levy for all real property tax accounts located within the TIRZ | | | | | $ 136,703.20 | $ 162,265.45 | $ 227,352.89 | |
| TIRZ Real Property Certified Taxable Value as of January 31 (Provided by Hidalgo County Appraisal District (HCAD)) | | | | | $ 23,170,034.00 | $ 27,502,618.00 | $ 38,534,388.00 | |
| (less) Base Year Real Property Certified Appraised Value for Tax Accounts located within the TIRZ (Provided by HCAD) | | | | | $ 2,491,556.00 | $ 2,491,556.00 | $ 2,491,556.00 | |
| Captured Appraised Value | | | | | $ 20,678,478.00 | $ 25,011,062.00 | $ 36,042,832.00 | |
| Captured Appraised Value | | | | | $ 20,678,478.00 | $ 25,011,062.00 | $ 36,042,832.00 | |
| (multiplied by) Contribution Rate (The lesser of actual tax year M&O rate or rate specified on agreement) (.5127/100) | | | | | 0.005127 | 0.005127 | 0.005127 | |
| Tax Levy Due to TIRZ | | | | | $ 106,018.56 | $ 128,231.71 | $ 184,791.60 | |
| TIRZ Collections (for February 1 through January 31) as per Collections Reports provided by Hidalgo County Tax Office | | | | | $ 105.49 | $ 19,296.86 | $ 158,182.85 | |
| (divided) GHD Actual Tax Levy for all Real Property tax accounts located within the TIRZ | | | | | $ 136,703.20 | $ 162,265.45 | $ 227,352.89 | |
| Percent Collected of Actual Levy | | | | | 0.0772% | 11.8922% | 69.5759% | |
| Tax Levy Due to TIRZ | | | | | $ 106,018.56 | $ 128,231.71 | $ 184,791.60 | |
| (multiplied by) Percent Collected of Actual Levy | | | | | 0.0772% | 11.8922% | 69.5759% | |
| (Less) Administrative Cost | | | | | $ 81.85 | $ 15,249.57 | $ 128,570.44 | |
| (Less) Adjustments ** | | | | | $ - | $ - | $ - | |
| 2016-2017 TIRZ PAYMENT AMOUNT | $ - | $ - | $ - | $ - | $ 81.85 | $ 15,249.57 | $ 128,570.44 | $ 143,901.86 |

** Adjustments are made in order to prevent an overpayment; the adjustment limits payments to 100% allowable TIRZ levy

| Tax Increment Reinvestment Zone (TIRZ) Payment Calculation | Auditor's Edinburg TIRZ No. 3 Calculation 2010 | Auditor's Edinburg TIRZ No. 3 Calculation 2011 | Auditor's Edinburg TIRZ No. 3 Calculation 2012 | Auditor's Edinburg TIRZ No. 3 Calculation 2013 | Auditor's Edinburg TIRZ No. 3 Calculation 2014 | Auditor's Edinburg TIRZ No. 3 Calculation 2015 | Auditor's Edinburg TIRZ No. 3 Calculation 2016 | Total |
|---|---|---|---|---|---|---|---|---|
| TIRZ Real Property Certified Taxable Value as of January 31 (Provided by Hidalgo County Appraisal District (HCAD)) | | | | | $ 23,170,034.00 | $ 27,502,618.00 | $ 30,717,453.00 | |
| (Multiplied by) Hidalgo County Current (GHD) Tax Rate (.59/100) | | | | | 0.0059 | 0.0059 | 0.0059 | |
| GHD Actual Tax Levy for all real property tax accounts located within the TIRZ | | | | | $ 136,703.20 | $ 162,265.45 | $ 181,232.97 | |
| TIRZ Real Property Certified Taxable Value as of January 31 (Provided by Hidalgo County Appraisal District (HCAD)) | | | | | $ 23,170,034.00 | $ 27,502,618.00 | $ 30,717,453.00 | |
| (less) Base Year Real Property Certified Appraised Value for Tax Accounts located within the TIRZ (Provided by HCAD) | | | | | $ 2,491,556.00 | $ 2,491,556.00 | $ 2,491,556.00 | |
| Captured Appraised Value | | | | | $ 20,678,478.00 | $ 25,011,062.00 | $ 28,225,897.00 | |
| Captured Appraised Value | | | | | $ 20,678,478.00 | $ 25,011,062.00 | $ 28,225,897.00 | |
| (multiplied by) Contribution Rate (The lesser of actual tax year M&O rate or rate specified on agreement) (.5127/100) | | | | | 0.005127 | 0.005127 | 0.005127 | |
| Tax Levy Due to TIRZ | | | | | $ 106,018.56 | $ 128,231.71 | $ 144,714.17 | |
| TIRZ Collections (for April 1 through March 31) as per Collections Reports provided by Hidalgo County Tax Office | | | | | $ 105.49 | $ 19,296.86 | $ 158,182.85 | |
| (divided) GHD Actual Tax Levy for all Real Property tax accounts located within the TIRZ | | | | | $ 136,703.20 | $ 162,265.45 | $ 181,232.97 | |
| Percent Collected of Actual Levy | | | | | 0.0772% | 11.8922% | 87.2815% | |
| Tax Levy Due to TIRZ | | | | | $ 106,018.56 | $ 128,231.71 | $ 144,714.17 | |
| (multiplied by) Percent Collected of Actual Levy | | | | | 0.0772% | 11.8922% | 87.2815% | |
| (Less) Administrative Cost | | | | | $ 81.85 | $ 15,249.57 | $ 126,308.71 | |
| (Less) Adjustments ** | | | | | $ - | $ - | $ - | |
| 2016-2017 TIRZ PAYMENT AMOUNT | | | | | $ 81.85 | $ 15,249.57 | $ 126,308.71 | $ 141,640.12 |

** Adjustments are made in order to prevent an overpayment; the adjustment limits payments to 100% allowable TIRZ levy

$ 2,261.74

**AI-60130** **Auditor's Office** **2. C.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted By:** Maria Medina, AUDITOR'S OFFICE

**Department:** AUDITOR'S OFFICE

## Information

**CAPTION**

Discussion, consideration and approval to process the City of Edinburg 2016-2017 TIRZ payment in the amount of $141,640.12 pursuant to the interlocal agreement between the City of Edinburg, Hidalgo County, and Tax Increment Reinvestment Zone No. 3.

**BACKGROUND**

## Fiscal Impact

**CALENDAR YEAR:** 2017 **ACCT. #:** 7-1100-207-30-000-0XX-0-000

**FUNDS AVAILABLE Y/N?:** y **MATCHING FUNDS Y/N?:** n/a

**BUDGETARY IMPACT:**

Edinburg TIRZ-La Sienna- 7-1100-207-30-000-019-0-000

## Attachments

agreement

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/05/2017 04:45 PM |
| Linda Flores | Linda Flores | 06/09/2017 05:07 PM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |
| Form Started By: Maria Medina | | Started On: 06/05/2017 03:57 PM |
| Final Approval Date: 06/09/2017 | | |

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

# INTERLOCAL AGREEMENT

In consideration of the covenants set forth herein, and subject to the terms and conditions herein, the Parties (as defined below) hereby agree to the terms and conditions of this Agreement (as defined below).

## I. PARTIES & INDEX

### A. Parties

1. THIS INTERLOCAL AGREEMENT (the "Agreement") is made by and between the **CITY OF EDINBURG, TEXAS** (hereafter referred to as "CITY"), a Texas home-rule municipality, **HIDALGO COUNTY** (hereafter referred to as "COUNTY"), a political subdivision of the State of Texas, **REINVESTMENT ZONE NUMBER THREE, CITY OF EDINBURG, TEXAS,** a reinvestment zone created by the CITY pursuant to Chapter 311 of the Texas Tax Code, (hereafter referred to as the "ZONE", as hereafter defined) acting by and through its duly authorized Board of Directors, established to administer, manage, and/or operate the ZONE pursuant to Sections §311.009(b) and 311.010, Texas Tax Code ("ZONE BOARD") and **BURNS BROTHERS, LTD.** (hereafter referred to as "DEVELOPER") the developer and petitioner for creation of the Zone . Collectively, the CITY, COUNTY, ZONE, and DEVELOPER may be referred to as the "Parties". This Agreement is made pursuant to Chapter 791, Texas Government Code and Chapter 311 of the Texas Tax Code for the participation of CITY, COUNTY, ZONE, and DEVELOPER in the "La Sienna" Project.

2. The initial addresses of the Parties are listed below. Each party may designate a different address by giving all parties at least ten (10) days prior written notice.

**CITY**

Ramiro Garza
City Manager
City of Edinburg
415 W. University Drive
Edinburg, Texas 78541

**With Copy to:**

**ZONE BOARD**

Attention: Chairman
Reinvestment Zone Number Three, City of Edinburg, Texas
415 W. University Drive
Edinburg, Texas 78541

**COUNTY**

Ramon Garcia
Hidalgo County Judge
County of Hidalgo
P. O. Box 1356
Edinburg, Texas 78540

**With Copy to:**

**HIDALGO COUNTY AUDITOR**

Attention: Ray Eufracio, CPA
Re: City of Edinburg TIRZ #3
2808 South Business Hwy 281
Edinburg, Texas 78539

**DEVELOPER**

Burns Brothers, LTD.
3900 N 10th, Suite 1050
McAllen, TX 78501

**B. Index**

In consideration of the covenants set forth herein, and subject to the terms and conditions herein, the CITY, COUNTY, ZONE BOARD, and DEVELOPER hereby agree to the terms and conditions of this Agreement. This Agreement consists of the following sections:


| Section | Description | Page |
|---|---|---|
| I. | Parties | 1 |
| II. | Definitions | 2 |
| III. | Background | 4 |
| IV. | Rights and Obligations of the COUNTY | 4 |
| V. | Rights and Obligations of CITY and ZONE | 8 |
| VI. | Rights and Obligations of DEVELOPER | 9 |
| VII. | Term and Termination | 10 |
| VIII. | Miscellaneous | 10 |
| Exhibit "A" | Project Plan | |
| Exhibit "B" | City of Edinburg Ordinance | |


**C. Parts Incorporated**

All of the above-described exhibits are hereby incorporated into this Agreement by this reference for all purposes.

## II. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set out below:

1. "Administrative Costs" means reasonable costs directly incurred by a Participating Taxing Entity (as hereinafter defined) (which, with respect to the CITY, may include reimbursement of reasonable costs incurred by the Edinburg Economic Development Corporation in conducting administrative functions for the ZONE on behalf of the City) related to its agreement to participate in the development or administration of the ZONE, as described in this Agreement. These costs include, but are not limited to, costs and expenses for legal review and financial analysis related to the ZONE incurred prior to entering into this Agreement, as well as any such costs and expenses incurred after this Agreement becomes effective but exclude financial or legal services incurred in any dispute arising under this Agreement with another Participating Taxing Entity or Participating Taxing Entities.
2. "Administrative Costs Cap" means the maximum amount of Administrative Costs that are reimburseable hereunder by a Participating Taxing Entity, except as provided in Section V.D.2. below. The Administrative Costs Cap for the CITY, during any fiscal year of the CITY is 5% of the CITY's total Tax Increment provided to the ZONE during the immediately preceding fiscal year. The Administrative Costs Cap for the COUNTY is

$5,000.00 per year during the term of the Zone commencing with the year in which Bonds are issued, as provided in Section IV.D.10 below, not to exceed an aggregate of $100,000 for the life of the ZONE.

3. "Agreement" means this Interlocal Agreement.
4. "Agreement Term" has the meaning set forth in Section VII.A. below.
5. "Available Tax Increment" shall mean the "Tax Increment," as defined below.
6. "Bonds" means any bonds issued with respect to the ZONE under Section 311.015 of the Texas Tax Code.
7. "Captured Appraised Value" means the captured appraised value of the ZONE, as defined by Section 311.012(b), Texas Tax Code (and as said Code may be amended from time to time); e.g., the total appraised value in a given year of all real property taxable by a participating taxing entity and located in the ZONE for that year less the total appraised value of that property in 2008, the base year of the ZONE.
8. "CITY" has the meaning set forth in Section I.A.1 above, and includes its successors and assigns.
9. "CITY M&O Tax rate" means that portion of the ad valorem tax rate used by the CITY for Maintenance and Operation. The CITY M&O Tax Rate may be changed by the CITY during the term of the Zone. The CITY M&O Tax Rate for the year 2009 is 0.52.
10. "COUNTY" has the meaning set forth in Section I.A.1 above.
11. "COUNTY M&O Tax Rate" means that portion of the ad valorem tax rate used by the COUNTY for Maintenance and Operation. The COUNTY M&O Tax Rate may be changed by the COUNTY during the term of the Zone. The COUNTY M&O Tax Rate for the year 2009 is 0.5127.
12. "Economic Development Agreement" means the executed Development Agreement, effective as of June 17, 2008, among the CITY, COUNTY, DEVELOPER, and City of Edinburg, Texas Local Government Corporation.
13. "Financing Plan" means the Final Financing Plan for the ZONE as adopted by the ZONE BOARD on July 7, 2009, and approved by City Council of CITY on July 7, 2009, and attached hereto as Exhibit "A".
14. "Participating Taxing Entity" or "Participating Taxing Entities" means, singularly, a taxing unit participating in the ZONE, and collectively, two or more taxing units participating in the ZONE, and may include CITY and COUNTY.
15. "Parties" has the meaning given such term in Section I.A.1 above.
16. "Project" refers to the City of Edinburg Proposed Public Improvements identified in the Final Project Plan.
17. "Project Costs" means the items set forth and described in Section 311.002(1), Texas Tax Code that are included in the Project Plan for the Project. The Project Costs include, but are not limited to, public infrastructure improvements and related capital costs; including streets; streetlights; drainage; gas, water and sewer utilities; sidewalks; landscaping; and related facilities; railroad facilities; fencing; and rights-of-way.
18. "Project Plan" means the Final Project Plan for the ZONE as adopted by the Board of Directors of the ZONE on and approved by the City Council of the CITY on and attached hereto as Exhibit "A".
19. "Tax Increment" for a Participating Taxing Entity means the total amount of ad valorem taxes levied and collected each year by that Participating Taxing Entity each year on the Captured Appraised Value of taxable real property in the ZONE. Further, with respect to the COUNTY, this term shall be further limited to the total amount of ad valorem taxes levied and collected only on behalf of the COUNTY each year.
20. "Tax Increment Base" means the total appraised value of all real property taxable by a Participating Taxing Entity and located in the ZONE as of January 1, 2008, the year in which the ZONE was designated.

21. "Tax Increment Fund" means the tax increment fund created by the CITY for the deposit of Tax Increments for the ZONE, entitled "Reinvestment Zone Number Three, City of Edinburg, Texas Tax Increment Fund."
22. "Tax Increment Payment" means the amount of the Tax Increment that a Participating Taxing Entity is required to deposit annually into the Tax Increment Fund in accordance with this Agreement and the Project Plan.
23. The "term of the ZONE" has the meaning set forth in Section III.B below.
24. "ZONE" means Tax Increment Reinvestment Zone Number Three, City of Edinburg, Texas, created by the CITY over the Zone Area on November 18, 2008, by Ordinance No. 08-3323, as amended on December 2, 2008 by Ordinance No. 08-3325, description of which is contained in Exhibit "B", attached hereto.
25. "ZONE BOARD" has the meaning set forth in Section I.A.1 above.

## III. BACKGROUND

**A.** The CITY, the COUNTY, the City of Edinburg, Texas Local Government Corporation, a nonprofit local government corporation created by the CITY), and DEVELOPER entered into the Economic Development Agreement, which set forth the rights and obligations of the parties relating to a mixed-use commercial and residential development being constructed by the DEVELOPER, which is commonly known as "La Sienna" or the "La Sienna Project."

**B.** A Resolution passed and approved by City Commission of CITY on September 16, 2008, expressed the CITY's intent to create a tax increment financing reinvestment zone to support revitalization activities for the ZONE, commonly known as "La Sienna" or the "La Sienna Project", pursuant to Chapter 311, Texas Tax Code. On November 18, 2008, the City Commission of CITY passed and approved Ordinance No. 08-3323, as amended by Ordinance No. 08-3325 approved by the City Commission of CITY on December 2, 2008, which created the ZONE. The ZONE will provide funding for public improvements within the ZONE. The ZONE is projected to terminate on December 31, 2037, unless earlier termination occurs under this Agreement (the "term of the ZONE").

**C.** The ZONE BOARD adopted the Project Plan on May 5, 2009. The CITY approved the Project Plan and Project Financing Plan on July 7, 2009. The CITY and the COUNTY agree to participate in the ZONE and to deposit their respective Tax Increment Payments to the Tax Increment Fund, in accordance with the terms, and in consideration for the agreements, set forth herein. The Tax Increment Fund was authorized by Ordinance No. 08-3323, as amended by Ordinance No. 08-3325, attached hereto as Exhibit "B." The COUNTY hereby acknowledges receipt of notice of the initial creation of the ZONE. The CITY represents and warrants that it complied with all legal requirements and notice requirements in the creation of the ZONE.

**D.** The Parties hereto agree that, other than Bonds or notes issued pursuant to §311.015 of the Texas Tax Code, no tax-supported public debt instrument will be issued by the City of Edinburg or the ZONE BOARD to finance any costs or improvements on the Project.

## IV. RIGHTS AND OBLIGATIONS OF THE COUNTY

### A. Tax Increment Participation by the COUNTY

1. Subject to the limitations set out in this Agreement, the COUNTY agrees to participate in the ZONE by contributing to the Tax Increment Fund an amount equal to 100% of the revenue generated from its M&O tax rate as assessed and collected on the tax increment for the respective tax year. For the purpose of this Agreement the M&O tax rate shall be calculated as set forth in section IV(B)(9) of

this Agreement. In no event shall the COUNTY contribution to the Tax Increment Fund over the life of the ZONE (beginning with the 2009 tax year) be greater than **SEVENTEEN MILLION FOUR HUNDRED THOUSAND DOLLARS ($17,400,000)** for costs actually incurred by the DEVELOPER to construct Residential-Related Public Infrastructure (as defined and described in the Economic Development Agreement, **plus** interest on unreimbursed costs for an outstanding DEVELOPER debt attributable to the Residential-Related Public Infrastructure costs, calculated at the lesser of (A) the rate of 6.00% per annum, or (B) the actual rate incurred by the DEVELOPER in connection with such indebtedness. The following calculation will be used to calculate the County's Tax Increment Reinvestment Zone payment amount.

| Tax Increment Reinvestment Zone (TIRZ) Payment Calculation | EXAMPLE |
|---|---|
| TIRZ Real Property Certified Taxable Value as of January 31 (Provided by Hidalgo County Appraisal District (HCAD)) | $ 100,000.00 |
| *(Multiplied by)* Hidalgo County Current (GHD) Tax Rate (.59/100) | 0.0059 |
| GHD Actual Tax Levy for all real property tax accounts located within the TIRZ | **$ 590.00** |
| TIRZ Real Property Certified Taxable Value as of January 31 (Provided by Hidalgo County Appraisal District (HCAD)) | $ 100,000.00 |
| (*Less*) Base Year Real Property Certified Appraised Value for Tax Accounts located within the TIRZ (Provided by HCAD) | $ 10,000.00 |
| **Captured Appraised Value** | **$ 90,000.00** |
| Captured Appraised Value | $ 90,000.00 |
| (*multiplied by*) Contribution Rate (The lesser of actual tax year M&O rate or rate specified on agreement) (.51/100) | 0.0051 |
| **Tax Levy Due to TIRZ** | **$ 459.00** |
| TIRZ Collections (for February 1 through January 31) as per Collections Reports provided by Hidalgo County Tax Office | $ 300.00 |
| (*divided*) GHD Actual Tax Levy for all Real Property tax accounts located within the TIRZ | $ 590.00 |
| **Percent Collected of Actual Levy** | **50.85%** |
| Tax Levy Due to TIRZ | $ 459.00 |
| (*Multiplied by*) Percent Collected of Actual Levy | 50.85% |
| **TIRZ PAYMENT AMOUNT** | **$ 233.39** |

2. The Parties hereto agree that the COUNTY's contribution to the Tax Increment Fund shall be used to fund Project Costs including construction of public infrastructure improvements for "Residential-Related Public Infrastructure" (as defined and described in the Economic Development Agreement) to support the development and revitalization efforts in the ZONE. The COUNTY's contributions to the Tax Increment Fund shall end when it has contributed the maximum total contribution provided for herein of SEVENTEEN MILLION FOUR HUNDRED THOUSAND DOLLARS ($17,400,000) plus allowable interest, or when it has made contributions of all Tax Increment Payments, as specified in the Project Plan, attributable to all periods through the end of the COUNTY's fiscal year 2037 (ending on December 31, 2037), whichever occurs first.

**B. Tax Increment Payment**

1. COUNTY's obligation to contribute its Tax Increment Payment to the Tax Increment Fund, as provided in Section IV.A of this Agreement, shall accrue as the COUNTY collects its Tax Increment. The Parties hereto agree that all ad valorem property taxes collected each year by the COUNTY that are attributable to real property in the ZONE shall first constitute taxes on the Tax Increment Base and after the total amount of taxes on the Tax Increment Base have been collected, then the remaining ad valorem taxes collected shall constitute the Tax Increment. COUNTY agrees to deposit its first Tax Increment Payment to the Tax Increment Fund for tax year 2009 once all tax accounts have been coded by the Hidalgo County Appraisal District, the Hidalgo County Tax Office has received the list of tax accounts, collection reports have been provided to the Auditor's Office, the information required under section 311.016 of the Tax Code and the fully executed Interlocal Agreement has been received by the County. The amount of the first Tax Increment Payment shall be based on the Tax Increments that were received up to January 31, 2010, but only for tax year 2009 beginning October 1, 2009. For subsequent payments, the COUNTY agrees to contribute its yearly Tax Increment Payment to the Tax Increment Fund annually not later than the 90th day after the delinquency date for the COUNTY's property taxes (or the first business day thereafter) following the end of each tax year. The amount of each Tax Increment Payment shall be based on the Tax Increments that are received up to January 31st following the end of the tax year, but which have not been previously deposited in the Tax Increment Fund, during the annual periods preceding each deposit date. Under no circumstances shall the COUNTY be required to participate in the ZONE with taxes attributable to periods after 2037.

2. One month prior to a payment required under Section IV.B. of this Agreement, the CITY shall provide to the COUNTY an updated fact sheet that includes detail as to what portion of the Project has been completed to date, a schedule of what portion of the Project is to be completed in the following year and a current roster of the ZONE's board members, including the term of each board member, the entity that appointed the board member and the date for the next annual meeting. In addition to and as part of the CITY's fact sheet, the CITY shall supply the COUNTY with all information as required under section 311.016 of the Texas Tax Code on or before the 90th day following the end of the fiscal year of the CITY. The CITY shall also request collection reports from the Hidalgo County Tax Assessor Collector and provide a copy of those reports and a payment request to the COUNTY one month prior to a payment required under Section IV.B of this agreement.

3. Pursuant to Chapter 311 of the Texas Tax Code, in the event there is a conflict between the Parties in regards to the amount of the Tax Increment owed by the COUNTY, the Hidalgo County Auditor will make the final determination as to the amount of any Tax Increment owed by the COUNTY under this Agreement. The annual Captured Appraised Value for the real property contained within the ZONE shall be determined by the Hidalgo County Appraisal District on the assessed appraised values and the Hidalgo County Tax Offices' verification of collections in regards to

the real property contained with the ZONE.

4. Any delinquent deposit by the COUNTY of a Tax Increment Payment under this Agreement shall be administered as provided in Section 311.013(c) of the Texas Tax Code, which states as follows:

> "A taxing unit shall make a payment required by the Subsection (b) [Tax Increment Payment], not later than the 90th day after the delinquency date for the unit's property taxes. A delinquent payment incurs a penalty of five percent of the amount delinquent and accrues interest at an annual rate of ten percent."

The Parties expressly agree that the COUNTY shall not owe any penalty or interest on Tax Increments attributable to taxes that have been levied, but not received by the COUNTY. Further, the COUNTY shall not be liable for the payment of any penalties or interest if the fact sheet required under section IV.B.2 and the report required under section §311.016 of the Texas Tax Code is not timely submitted to the COUNTY or in any situation in which the CITY is not obligated to pay penalties and interest.

5. The CITY agrees to comply with the Project Plan. The CITY and the ZONE agree to provide prior written notice to all Participating Taxing Entities of a proposed material change (by which is meant any change that would constitute at least a twenty percent (20%) increase or decrease in either the Project Cost or the scope and scale of the Project) to the Project Plan; provided that any change that is not approved by the COUNTY shall not change the amount of Tax Increment Payments due from the COUNTY. The CITY shall have the right to amend and modify the Project Plan without providing prior written notice to the Participating Taxing Entities so long as such amendment or modification does not constitute a material change.

6 If the CITY materially breaches this Agreement, then a Participating Taxing Entity may provide written notice to the CITY, and the ZONE (with a copy to any other Participating Taxing Entity still contributing Tax Increment Payments) stating its intent to terminate its participation in the Zone and detailing its objection(s) or concern(s). If the objections and/or concerns, as set out in the notice, are not resolved within 90 business days from the date of such notice, then COUNTY may discontinue its Tax Increment Payments and terminate its participation in the ZONE.

7. Except for contributing its respective Tax Increment Payments to the Tax Increment Fund as set out in this Agreement, the COUNTY shall not have any obligation or responsibility for any costs or expenses associated with the development of the ZONE or the implementation of the Project Plan, including, without limitation, any obligation to pay or repay any bond or other debt issued by another Participating Taxing Entity, the ZONE or the ZONE BOARD relating to the ZONE or any costs associated with the operation of ZONE, the Project or any other projects relating thereto.

8. Notwithstanding anything herein to the contrary, the COUNTY's total Tax Increment Payment to the Tax Increment Fund over the term of the ZONE shall not exceed SEVENTEEN MILLION FOUR HUNDRED THOUSAND **DOLLARS ($17,400,000)** **plus** interest on DEVELOPER debt, as described in Section IV(A)(1) above, **plus** Administrative Costs not in excess of the COUNTY's Administrative Costs Cap, **plus** any applicable penalty and/or interest allowed in section 311.013 of the Tax Code, subject to the limitations on Section IV(B)(4). Eligible interest payments on DEVELOPER debt will be paid by the ZONE BOARD from the tax increment payment by the COUNTY and will only be paid when DEVELOPER provides to the ZONE BOARD and the COUNTY supporting documentation showing the interest due. Interest payments on DEVELOPER debt will not constitute a portion of the COUNTY's maximum total contribution of SEVENTEEN MILLION FOUR HUNDRED THOUSAND DOLLARS ($17, 400,000.00).

9. The COUNTY agrees to participate at one hundred percent (100%) of its COUNTY Maintenance and Operation (M&O) tax rate equal to $0.5127 per $100 valuation on the Captured Appraised Value. In the event that the COUNTY M&O tax rate is less than $0.5127 per $100 valuation on the captured appraised value during any of the years 2009 through 2037, then the maximum tax increment paid by the COUNTY into the Tax Increment Fund shall not exceed the designated percentage of the total amount of taxes collected by the COUNTY at the actual M&O tax rate during the year the COUNTY tax rate is less than $0.5127 per $100 valuation. In the event that the COUNTY M&O tax rate is greater than $0.5127 per $100 valuation on the captured appraised value during any of the years 2009 through 2037, the COUNTY shall retain all taxes collected above the maximum amount of tax increment deposited in the Tax Increment Fund at the designated percentage of the COUNTY'S M&O contribution equal to a tax rate of $0.5127 per $100 valuation on the captured appraised value. The Captured Appraised Value will be the value provided to COUNTY by the Hidalgo County Appraisal District as of January 31st of the year the tax increment payment is due for such tax roll. If the certified taxable value changes after the initial tax increment payment has been made, the change in value will not be included in the tax increment payment in the upcoming years. COUNTY taxes that are delinquent for more than five years will be considered uncollectible and shall not be included in the tax increment payment.

10. The COUNTY agrees the ZONE may reimburse Administrative Costs from the COUNTY's Tax Increment Payment up to the COUNTY's Administrative Costs Cap as set forth herein. The COUNTY's Tax Increment Payments shall not be allocated to any payment for Administrative Costs prior to the issuance of Bonds. Once Bonds are issued, $5,000.00 of the COUNT's Tax Increment Payment each year beginning with the year in which Bonds are issued through the end of the term of the ZONE shall be allocated to Administrative Costs. Notwithstanding anything to the contrary set forth in Section V.D.2. below, no Administrative Costs incurred more than six (6) months prior to the date of issuance of the Bonds will be eligible to be reimbursed from the COUNTY's Tax Increment Payments. Nothing contained in this Agreement shall be deemed to allow the incurrence of costs with respect to the issuance of Bonds in excess of any caps imposed by applicable law.

## C. Management of the ZONE

1. The ZONE shall in all respects be managed by the ZONE BOARD, including the Director appointed by the COUNTY. The ZONE BOARD shall have all powers allowed under Chapter 311 of the Texas Tax Code to manage the ZONE and carry out the Project Plan. The Participating Taxing Entities, during the term of this Agreement, may inspect the Project site and review Project plans and drawings at times and intervals that will not interfere with ongoing operations.

2. The ZONE BOARD shall be composed of six (6) members, as allowed under Section 311.009(a) of the Texas Tax Code. The COUNTY shall have the right to appoint one member of the ZONE BOARD.

## D. Expansion of the ZONE

Notwithstanding anything to the contrary contained herein, the obligation of the COUNTY to participate in the ZONE is limited to the description of the ZONE in Exhibit "B" attached hereto and is subject to the terms of this Agreement. The COUNTY's participation shall not extend to the Tax

Increment on any additional real property added to the ZONE by the CITY unless the COUNTY approves such participation in writing.

## V. RIGHTS AND OBLIGATIONS OF CITY AND ZONE

### A. Tax Increment Participation by the CITY

Subject to the terms of this Agreement and the City agrees to participate in the ZONE by contributing to the Tax Increment Fund one hundred percent (100%) of its Tax Increment each year during the term of this Agreement, beginning with the 2009 tax year. The CITY's contributions to the Tax Increment Fund shall end when the CITY has contributed the maximum total contribution provided for herein or when it has contributed all Tax Increments attributable to periods before the ZONE termination date in 2037, whichever occurs first. Notwithstanding anything herein to the contrary, the total CITY Tax Increment Payments over the term of the ZONE shall not exceed **SIXTEEN MILLION FIVE HUNDRED THOUSAND DOLLARS ($16,500,000)** for costs actually incurred by the DEVELOPER to finance and construct "Commercial/Regional-Related Public Infrastructure" (as defined and described in the Economic Development Agreement), **plus** up to an additional **SIXTEEN MILLION FIVE HUNDRED THOUSAND DOLLARS** ($16,500,000) for interest on unreimbursed costs for all outstanding debt incurred by the DEVELOPER of the La Sienna Project that is attributable to such Commercial/Regional-Related Public Infrastructure costs, calculated at the lesser of (A) the rate of 6.00% per annum, or (B) the actual rate on indebtedness incurred by the DEVELOPER to finance such Commercial/Regional-Related Public Infrastructure.

### B. Tax Increment Payment

1. The CITY's obligation to contribute its Tax Increment Payment to the Tax Increment Fund as provided above in Section V of this Agreement shall accrue as the CITY collects its Tax Increment. The CITY agrees to deposit its first Tax Increment Payment to the Tax Increment Fund for tax year 2009 by June 30, 2010. The amount of the first Tax Increment Payment shall be based on the Tax Increments that were received through January 31, 2010, but only for the tax year 2009 beginning January 1, 2009. For subsequent Tax Increment Payments, the CITY agrees to contribute its Tax Increment Payment to the Tax Increment Fund annually on or before April 30 of each tax year. The amount of each Tax Increment Payment shall be based on the Tax Increments that are received up to January 31st following the end of the tax year, but which have not been previously deposited in the Tax Increment Fund, during the annual periods preceding each deposit date. Any delinquent deposit of a Tax Increment Payment by the CITY under this Agreement shall be administered as provided in Section 311.013(c) of the Texas Tax Code (or its successor provision).

2. The CITY agrees to participate at one hundred percent (100%) of its CITY Maintenance and Operation (M&O) tax rate equal to $0.52 per $100 valuation on the Captured Appraised Value. In the event that the CITY M&O tax rate is less than $0.52 per $100 valuation on the captured appraised value during any of the years 2009 through 2037, then the maximum tax increment paid by the CITY into the Tax Increment Fund shall not exceed the designated percentage of the total amount of taxes collected by the CITY at the actual M&O tax rate during the year the CITY tax rate is less than $0.52 per $100 valuation. In the event that the CITY M&O tax rate is greater than $0.52 per $100 valuation on the captured appraised value during any of the years 2009 through 2037, the CITY shall retain all taxes collected above the maximum amount of tax increment deposited in the Tax Increment Fund at the designated percentage of the CITY'S M&O contribution equal to a tax rate of $0.52 per $100 valuation on the captured appraised value. The Captured Appraised Value will be the value provided to CITY by the Hidalgo County Appraisal District as of January 31st of the year the tax increment payment is due for such tax roll. If the certified taxable

value changes after the initial tax increment payment has been made, the change in value will not be included in the tax increment payment in the upcoming years.

3. The COUNTY, the CITY and the ZONE expressly agree that the COUNTY and the CITY shall not owe any interest on Tax Increments that have been levied, but not received by the COUNTY or the CITY by the delinquency dates specified herein.

**C. Financing of Project Costs**

Each Participating Taxing Entity shall participate in the payment of Project Costs only to the extent described herein. The CITY and the ZONE shall be entitled to enter into any other agreements for the CITY or the ZONE to pay Project Costs and other reasonable expenses from the Tax Increments paid into the Tax Increment Fund without the consent of any other Participating Taxing Entity, but they will provide notice of such agreement(s) to each Participating Taxing Entity.

**D. Disbursement of Funds in the Tax Increment Fund**

1. Each Participating Taxing Entity agrees the ZONE BOARD shall administer the Tax Increment Fund on behalf of the ZONE, pursuant to Ordinance No. 08-3323, as amended by Ordinance No. 08-3325, passed and approved by City Council of the CITY on November 18, 2008 and December 2, 2008, respectively. No funds shall be disbursed from the Tax Increment Fund without the prior written approval of the ZONE BOARD, and notice of use and disbursement of funds by the ZONE shall be given at least annually to the COUNTY.

2. The CITY agrees to cause the aggregate Administrative Costs to not exceed the Administrative Cost Cap. The CITY agrees to make Administrative Costs payments to the Zone, which payments shall be in the amount of the CITY's Administrative Cost Cap. With respect to Administrative Costs incurred by the CITY for which the CITY requests reimbursement by the ZONE, the CITY agrees and understands that during any fiscal year it shall not be reimbursed by the ZONE for its Administrative Costs that exceed the Administrative Costs Cap set forth in Section II.2 above and, with respect to any Administrative Cost reimbursement allocated to the COUNTY, in accordance with the additional terms set forth in Section IV.D.10 above. In the event the CITY's Administrative Costs during any fiscal year exceeds the aggregate Administrative Costs Cap, any Administrative Costs not able to be paid during a fiscal year due to such costs being in excess of the Administrative Costs Cap shall carry forward to subsequent years and shall be reimbursed to the extent such costs are within the subsequent year's Administrative Costs Cap until paid in full to the CITY, subject to the provisions of Section IV.D.10. above Administrative Costs not reimbursed at the end of the term shall be paid from the Tax Increment Fund to the extent allowed pursuant to applicable law and to the extent funds are available therein, and any amounts not so reimbursed shall be the sole responsibility of the CITY. Administrative Costs incurred by the Edinburg Economic Development Corporation shall be paid as part of the CITY's Administrative Costs and shall be considered Administrative Costs of the CITY for purposes of determining whether Administrative Costs are within the Administrative Costs Cap. In the event that at the end of the term of the Zone, the ZONE has received payments from the CITY and the COUNTY for Administrative Costs in excess of the Administrative Costs incurred and reimbursed pursuant to this Agreement, such excess shall be refunded to the CITY and the COUNTY in proportion to the amount of Administrative Costs payments made by the CITY and the COUNTY during the term of the ZONE .

3. In addition to Project Costs and any other allowable costs, the CITY and ZONE represent and warrant that they will use funds in the Tax Increment Fund to pay annual expenditures in the following order or priority of payment: (i) payment of any debt service on any Bonds issued with

respect to the ZONE under Section 311.015 of the Texas Tax Code; and (ii) to reimburse eligible Administrative Costs incurred by each Participating Taxing Entity or by the Edinburg Economic Development Corporation on behalf of the City. No funds will be paid from the Tax Increment Fund to a Participating Taxing Entity for its financial or legal services incurred in any dispute arising under this Agreement with another Participating Taxing Entity or Participating Taxing Entities.

## VI. RIGHTS AND OBLIGATIONS OF DEVELOPER

The DEVELOPER'S obligations hereunder are set forth in the Economic Development Agreement, including Article V, Sections 5.1, 5.2, 5.4, and Article VI, Sections 6.1, 6.2, and 6.3.

## VII. TERM AND TERMINATION

### A. Agreement Term and Termination

This Agreement shall become effective as of the last date of execution by the Parties hereto, and shall remain in effect until December 31, 2037, unless earlier terminated as provided herein (the "Agreement Term"). Subject to the terms of this Agreement, the COUNTY agrees to participate under this Agreement, beginning with the 2009 tax year and ending in accordance with the terms provided herein. Notwithstanding anything to the contrary contained in this Agreement, the Parties agree and understand that the COUNTY's Tax Increment Payments will not be made after December 31, 2037.

### B. Early Termination

Neither the CITY nor the ZONE BOARD shall take any action to terminate the ZONE earlier than the duration of the ZONE as specified herein.

### C. Disposition of Tax Increments

Upon expiration or termination of the ZONE and after all Bonds have been paid and all reimbursements have been made, any money remaining in the Tax Increment Fund shall be paid to the Participating Taxing Entities on a pro rata basis in accordance with Section 311.014(d) of the Texas Tax Code, or any successor thereto. Accounting to determine the pro rata distribution of remaining funds to the respective taxing entities shall be conducted according to generally accepted accounting principles, and shall be subject to review and audit by the COUNTY upon reasonable request. In the event a discrepancy occurs between the reviews conducted by the CITY and COUNTY, said dispute will be resolved by the respective audit offices of the CITY and COUNTY. In the event the dispute cannot be resolved it shall be submitted to mediation under the rules of the American Mediation Association with a mediator agreed upon by the County Judge of the COUNTY and the Mayor of the CITY.

## VIII. MISCELLANEOUS

### A. Understanding

Any and all costs incurred by the CITY are not, and shall never become, general obligations or debt of any Participating Taxing Entity other than the CITY. With respect to the CITY's costs, only

eligible Project Costs and other allowable expenses under applicable law, if any, incurred by the CITY shall be payable from the Tax Increment Fund in the manner and priority provided in this Agreement and only to the extent that funds become available in the Tax Increment Fund. The Parties agree and understand that under no circumstance shall the eligible costs exceed the maximum specified in the final finance plan passed and approved in accordance with Ordinance No. 09-3368 on July 7, 2009. The CITY and the COUNTY are not obligated above and beyond what is actually collected as tax increment funds.

**B. Severability**

In the event any term, covenant or condition herein contained shall be held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant or condition herein contained.

**C. Entire Agreement**

This Agreement merges the prior negotiations and understandings of the Parties hereto and embodies the entire agreement of the Parties. There are no other agreements, assurances, conditions, covenants (express or implied), or other terms with respect to the covenants, whether written or verbal, antecedent or contemporaneous, with the execution hereof.

Upon the occurrence of any event that allows the CITY to terminate hereunder, the COUNTY shall have the right to withhold tax increment payments under this Agreement until such time as such event is cured, and the COUNTY shall not incur any penalties or interest with respect to any such withheld payments notwithstanding any provision herein to the contrary. With respect to the COUNTY's obligations, to the extent there is any discrepancy between this Agreement and any exhibit hereto, the terms of this Agreement shall control.

**D. Written Amendment**

This Agreement may be changed or amended only by a written instrument duly executed on behalf of each Party hereto. All Parties to this Agreement understand and recognize that only the City Council of CITY and only the Commissioners Court of the COUNTY have authority to approve a change or amendment to this Agreement on behalf of the CITY or the COUNTY, respectively.

**E. Notices**

All notices required or permitted hereunder shall be in writing and delivered by personal delivery, facsimile or United States Postal Service (certified mail, return receipt requested) and addressed to the respective other Party at the address prescribed in Section I of this Agreement, or at such other address as the receiving Party may have theretofore prescribed by notice to the sending Party. Such notices shall be deemed delivered the earlier of: (i) when actually received by personal delivery or facsimile if received during normal business hours and on the next business day if received after normal business hours; or (ii), if sent by the United States Postal Service, on the date indicated by the United States Postal Service on the return receipt as the date on which it was received by the respective other Party.

**F. Non-Waiver**

Failure of any Party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, or to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

**G. Assignment**

All Parties to this Agreement understand and recognize that only the City Council of the CITY and only the Commissioners Court of the COUNTY have authority to approve a delegation or assignment of the COUNTY's or the CITY's rights in this Agreement on behalf of the CITY or the COUNTY, respectively.

**H. Successors**

This Agreement shall bind and benefit the Parties and their legal successors or assigns. This Agreement does not create any personal liability on the part of any trustee, officer, owner, partner, principal, employee, elected official or agent of a Party to this Agreement.

**I. Project Plan**

The COUNTY acknowledges that it was provided with a copy of the initial preliminary finance plan for review and comment before the Project Plan was finalized and approved by the City Council of the CITY. The Parties agree a material change to the Project Plan shall not apply to the COUNTY unless the COUNTY approves the amendment as provided herein if such amendment to the Project Plan (i) has the effect of directly or indirectly increasing the percentage or amount of Tax Increment to be contributed by the COUNTY to the Tax Increment Fund; or (ii) increases or reduces the geographical area of the ZONE set forth in the Project Plan.

**J. Access to Financial Information**

The ZONE agrees to conduct or to cause to be conducted, at a minimum, an annual financial review, a copy of which will be provided to the COUNTY. Furthermore, each Party to this Agreement shall have reasonable access to financial information and audit reports regarding the operation of the ZONE, contribution of Tax Increment Payments to the Tax Increment Fund, and expenditures from the Tax Increment Fund for Project Costs. In addition, the CITY agrees, during the term of this Agreement, to prepare and deliver an annual report to the COUNTY in accordance with Section 311.016 and 311.0101(c), Texas Tax Code. The COUNTY shall have the right to withhold or delay payments to the Tax Increment Fund until such time as it has received the financial report from the CITY for the applicable tax year, and shall not incur any penalties or interest with respect to any such withheld of delayed payments notwithstanding any provision herein to the contrary.

**K. ZONE Designation**

The CITY represents that its designation of the ZONE meets the criteria of Section 311.005(a), Texas Tax Code.

**IN WITNESS HEREOF,** the CITY OF EDINBURG, HIDALGO COUNTY, REINVESTMENT ZONE NUMBER THREE, CITY OF EDINBURG, AND BURNS BROTHERS, LTD., have made and executed this Agreement in quadruplicate originals on this 21st day of December, 2010.

**CITY OF EDINBURG**

Ramiro Garza
City Manager

**ATTEST/SEAL:**

Myra L. Ayala Garza
City Secretary

CITY OF EDINBURG, TEXAS

**HIDALGO COUNTY**

By: _____
Ramon Garcia
County Judge

Approved by Commissioners' Court on 12/21/10

**ATTEST/SEAL:**

Arturo Guajardo, Jr.
County Clerk

**APPROVED AS TO FORM FOR HIDALGO COUNTY:**
Atlas + Hall, LLP

By: _____
Stephen L. Crain
~~Atlas & Hall, L.L.P~~

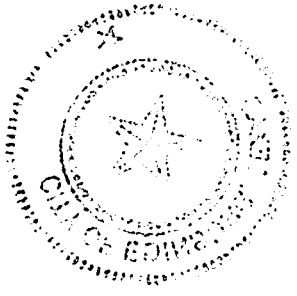
REINVESTMENT ZONE NUMBER THREE,
**CITY OF EDINBURG, TEXAS**

Presiding Officer

APPROVED BY COMMISSIONERS' COURT ON: 12/21/10

**DEVELOPER, BURNS BROTHERS LTD.**

President



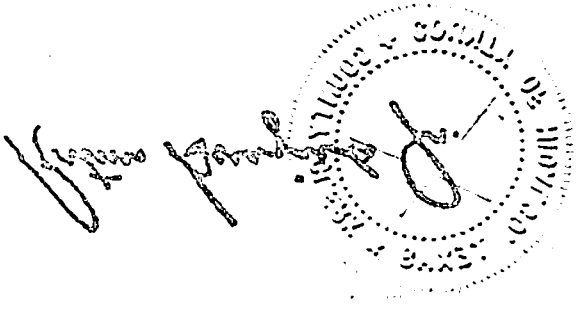


**Exhibit A**
**City of Edinburg Tax Increment Reinvestment Zone Number Three**
**Project Plan and Financing Plan**

**Exhibit B**
**City of Edinburg Ordinance Nos. 08-3323 and 08-3325**

**AI-60075** **Auditor's Office** **2. D.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted For:** Letty Chavez, AUDITOR'S OFFICE

**Submitted By:** Maria Medina, AUDITOR'S OFFICE

**Department:** AUDITOR'S OFFICE

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## Information

**CAPTION**

Discussion, consideration and approval to process the City of Mission 2016-2017 TIRZ payment, in the amount of $2,568,815.15 pursuant to the interlocal agreement between the City of Mission, Hidalgo County, and the Reinvestment Zone No. 1, City of Mission.

**BACKGROUND**

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## Fiscal Impact

## Attachments

Agreement

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 05/31/2017 03:39 PM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |
| Form Started By: Maria Medina | | Started On: 05/31/2017 03:33 PM |
| Final Approval Date: 06/09/2017 | | |

A. **Approval of final invoice submitted by John R. Moore, Attorney at Law in connection with representation of Hidalgo County**

NO ACTION taken on this item.

B. **Consider entering into an Agreement between the City of Mission, Texas; Hidalgo County; and Reinvestment Zone Number One, City of Mission, Texas allowing for the County to participate in the Reinvestment Zone**

On motion of Commissioner Flores, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

C. **Discussion and/or action regarding the "Response to 1999 Monitoring Review Hidalgo County HOME Program"**

NO ACTION taken on this item.

11. **Right of Way:** (SEE EXHIBIT L)
    A. **Ratification and approval of assignments of various permits**

    On motion of Commissioner Palacios, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

12. **Risk Management:** (SEE EXHIBIT M)
    A. **Approval to pay claim of Valeria Aranjon**

    On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval in the amount of $364.36.

    B. **Approval to pay claim of Juan Leal, Jr.**

    On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval in the amount of $417.00.

    C. **Approval to pay claim of Hector Hernandez**

    On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval in the amount of $1,000.00.

13. **Pct. #1:** (SEE EXHIBIT N)
    A. **Authorization to proceed on Countywide Right of Way Assessment and Funding Search**

    On motion of Commissioner Palacios, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

14. **Pct. #4:** (SEE EXHIBIT O)
    A. **Request authorization to accept cost-share funds from the following projects: Wisconsin Rd. & Terry Rd.**

    On motion of Commissioner Garza, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

15. **Planning Department:** (SEE EXHIBIT P)
    A. **Variance Request:**
        1. **Teodulo & Silvia Viera, Lot 12, South Point Subdivision Phase II – Pct. #1**

THE STATE OF TEXAS

COUNTY OF HIDALGO

# AGREEMENT

## I. PARTIES

### A. Address

THIS AGREEMENT ("Agreement") is made by and between the CITY OF MISSION, TEXAS ("City"), a municipal corporation and home-rule city of the State of Texas principally situated in the County of Hidalgo, acting by and through its governing body, the City Council; HIDALGO COUNTY ("County"), located at 100 E. Cano, Edinburg Texas 78539; and the REINVESTMENT ZONE NUMBER ONE, CITY OF MISSION, TEXAS (the "Reinvestment Zone"), a reinvestment zone created by the City of Mission pursuant to Chapter 311 of the Texas Tax Code, acting by and through its Board of Directors. This Agreement is made pursuant to Section 311.013 of the Texas Tax Code, which Section permits a taxing unit to enter into agreements to pay into the tax increment fund any of its tax increment produced from property located in a reinvestment zone.

The initial addresses of the parties, which one party may change by giving written notice of its changed address to the other parties, are as follows:

| City | County | The Reinvestment Zone |
|---|---|---|
| City Manager<br>or Designee<br>City of Mission, Texas<br>900 Doherty<br>Mission, Texas 78752 | Hidalgo County<br>Attention County Judge<br>100 E. Cano, 2nd Floor<br>Edinburg, Texas 78539 | Reinvestment Zone Number<br>One, City of Mission, Texas<br>Attention: Chairman<br>c/o Mission Economic<br>Development Authority<br>PO Box 968<br>Mission, Texas 78573-0968 |

B. Index

The City, the County and the Reinvestment Zone hereby agree to the terms and conditions of this Agreement. This Agreement consists of the following sections:


| Section/Description | Page |
|---|---|
| I. PARTIES | 1 |
| II. DEFINITIONS | 5 |
| III. BACKGROUND | 6 |
| IV. OBLIGATIONS OF THE COUNTY | 6 |
| V. OBLIGATIONS OF CITY AND THE REINVESTMENT ZONE | 8 |
| VI. TERM AND TERMINATION | 8 |
| VII. MISCELLANEOUS | 8 |

Exhibit "A" - City of Mission Ordinance No. 2683

Exhibit "B" – City of Mission Resolution No. 1022


C. Parts Incorporated

All of the above described sections and documents are hereby incorporated into this Agreement by this reference for all purposes.

**IN WITNESS HEREOF**, the City, the County and the Reinvestment Zone have made and executed this Agreement in multiple copies, each of which is an original.

CITY OF MISSION, TEXAS,
a home rule municipality

4-8-02
City Mayor Date

ATTEST:

4-9-02
City Secretary Date

(SEAL)

COUNTERSIGNED:

4/8/02
City Manager Date

APPROVED AS TO FORM:

4/8/02
City Attorney Date

HIDALGO COUNTY

County Judge Date

3/19/02
Commissioner Date

3/19/02
Commissioner Date

3-26-2002
Commissioner Date

Commissioner Date

APPROVED AS TO FORM:

Atlas & Hall, LLP
By:
3-26-02
Attorney Date

REINVESTMENT ZONE NUMBER ONE,
CITY OF MISSION, TEXAS

By: _____
Title: Chairman, Board of Directors, Date

ATTEST/SEAL:

By: _____
Title: Secretary, Board of Directors, Date

[The remainder of this page is intentionally left blank.]

## II. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set out below:

Administrative Costs" means the costs of organizing the Reinvestment Zone, the costs of operating the Reinvestment Zone and the imputed administrative costs associated with the Reinvestment Zone incurred by the City in connection with the implementation of the project plan.

"Agreement" means this agreement between the City, the County and the Reinvestment Zone.

"Agreement Term" is defined in Section VI.

"Captured Appraised Value" means the captured appraised value of the Reinvestment Zone as defined by Chapter 311, Texas Tax Code.

"City" is defined in Section I of this Agreement and includes its successors and assigns.

"Countersignature Date" means that date shown as the date countersigned by the City Manager on the signature page of this Agreement.

The "County" is defined in Section I of this Agreement and includes its successors and assigns.

The "County Tax Increment Participation" means the amount of the County tax levy on the Captured Appraised Value which the County agrees to contribute to the Reinvestment Zone pursuant to Subsections A and B of Section IV of this Agreement.

"Project Plan" means the project plan and reinvestment zone financing plan for the Reinvestment Zone adopted by the board of directors of the Reinvestment Zone and approved by the City Council of the City.

"Reinvestment Zone" means Reinvestment Zone Number One, City of Mission, Texas created by the City on September 24, 2001, by Ordinance No. 2683, attached as Exhibit A" and as enlarged by the City on December 10, 2001, by Resolution No. 1022, attached as Exhibit "B" and includes its successors and assigns.

"Tax Increment Fund" means the tax increment fund created by the City in the City Treasury for the Reinvestment Zone.

Otherwise, the terms used herein shall have the meanings ascribed to them in Chapter 311, Texas Tax Code, as applicable.

## III. BACKGROUND

The City created and enlarged the Reinvestment Zone by Ordinance No. 2683, adopted September 24, 2001 and by Resolution No. 1022, adopted December 10, 2001, for the purposes of development and redevelopment in the area of the Reinvestment Zone. The City will deposit tax increments produced in the Reinvestment Zone in the Tax Increment Fund. The County desires to participate in the Reinvestment Zone in consideration for the agreements set forth below.

The County received written notice from the City of the City's intent to establish the Reinvestment Zone. Such notice was not received more than sixty (60) days before the public hearing on the creation of the Reinvestment Zone, however, the County has agreed to waive this requirement as provided for in 311.003(e) of the Texas Tax Code.

## IV. OBLIGATIONS OF THE COUNTY

### A. Tax Increment Participation by the County

For and in consideration of the agreements of the parties set forth herein, and subject to the remaining subsections of this section, the County agrees to participate in the Reinvestment Zone by contributing the below listed amounts of the tax increment produced in the Reinvestment Zone attributable to the County to the Tax Increment Fund during the term of this Agreement (the "County Tax Increment Participation").

The amount in the years 2002 through 2030 is the amount of taxes collected by the County in each of such years at a County tax rate of $0.5095100 per $100 valuation on the Captured Appraised Value. If the County tax rate is less than $0.5095 during such period, then the County Tax Increment Participation is the total amount of taxes collected by the County at the actual tax rate of the County on

the Captured Appraised Value. Taxes collected during such period by result of a County tax levy at a tax rate greater than $0.5095 shall be retained by the County.

The County's Tax Increment Participation and obligation to participate in the Reinvestment Zone shall be restricted to its tax increment collected on the Captured Appraised Value in the Reinvestment Zone in the amount shown above. The County shall not be obligated to pay its County Tax Increment Participation from other County taxes or revenues or until the County Tax Increment Participation in the Reinvestment Zone is actually collected. The obligation to pay the County Tax Increment Participation shall accrue as taxes representing the County tax increment are collected and payment shall be due on the first day of each calendar quarter.

As provided for in ' 311.013(d), the County is not required to pay a tax increment into the tax increment fund of the Reinvestment Zone after September 24, 2004 unless the following conditions exist or have been met prior to September 24, 2004:

(1) bonds have been issued for the Reinvestment Zone under ' 311.015 of the Texas Tax Code;

(2) the City has acquired property in the Reinvestment Zone pursuant to the project plan; or

(3) construction of improvements pursuant to the project plan has begun in the Reinvestment Zone.

**B. Expansion of the Investment Zone**

The obligation of the County to participate in the Reinvestment Zone is limited to the area described in Exhibit "A" and Exhibit "B" attached hereto. The County's participation shall not extend to the tax increment on any additional property added to the Reinvestment Zone by the City unless the County approves the participation.

**C. Board of Directors**

The County has the right to appoint one (1) member on the Reinvestment Zone Board of Directors.

## V. OBLIGATIONS OF CITY AND THE REINVESTMENT ZONE

A copy of the Reinvestment Zone Project Plan and any amendments thereto shall be provided to the County before any such plan is finally approved by the Reinvestment Zone.

## VI. TERM AND TERMINATION

### A. Agreement Term

This Agreement shall become effective as of the date of the final signature hereto, and shall remain in effect until December 31, 2030. The first payment of the County Tax Increment Participation shall be for those taxes levied by the County in the year 2002 and the last payment by the County under this Agreement is for those taxes levied by the County in the year 2030.

### B. Early Termination

The City shall not adopt an ordinance terminating the Reinvestment Zone earlier than the duration of the Zone established in Ordinance No. 2683, without the prior consent of the County, provided that the Reinvestment Zone may otherwise terminate by operation of law.

### C. Disposition of Tax Increments

Upon termination of the Reinvestment Zone, if all public improvements in the Project Plan have been constructed and financed and if all Reinvestment Zone debt is paid in full, the City and the Reinvestment Zone shall pay to the County all monies remaining in the Tax Increment Fund that are attributable to the County Tax Increment Participation.

## VII. MISCELLANEOUS

### A. Severability

In the event any term, covenant or condition herein contained shall be held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant or condition herein contained, provided that such invalidity does not materially prejudice either the County, the City or the Reinvestment Zone in their respective rights and obligations contained in the valid terms, covenants or conditions hereof.

In the event any term, covenant or condition shall be held invalid and affects in any manner the limitations on the County's contributions or participation, then this Agreement shall be void as to the County and the County shall have no liability for any incremental or other payments as may otherwise be provided for in this Agreement.

**B. Entire Agreement**

This Agreement merges the prior negotiations and understandings of the parties hereto and embodies the entire agreement of the parties, and there are no other agreements, assurances, conditions, covenants (express or implied) or other terms with respect to the covenants, whether written or verbal, antecedent or contemporaneous, with the execution hereof.

**C. Written Amendment**

Unless otherwise provided herein, this Agreement may be amended only by written instrument duly executed on behalf of each party.

**D. Notices**

All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third (3rd) day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the respective other party at the address prescribed in Section I of this Agreement or at such other address as the receiving party may have theretofore prescribed by notice to the sending party.

**E. Non-Waiver**

Failure of any party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

F. **Assignment** -

No party shall assign this Agreement at law or otherwise without the prior written consent of the other parties.

No party shall delegate any portion of its performance under this Agreement without the written consent of the other parties.

G. **Successors**

This Agreement shall bind and benefit the parties and their legal successors. This Agreement does not create any personal liability on the part of any officer or agent of the City or of any trustee, officer, agent or employee of the County.

H. **No Waiver of Immunity**

No party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance of the covenants contained herein.

**AI-60279** **2017 Intradept. (line item)Transfers** **3. A.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted By:** Rolando Garcia, BUDGET & MANAGEMENT

**Department:** BUDGET & MANAGEMENT

## Information

**CAPTION**

2017 - CO2014-PCT4 SUNFLOWER PARK

**BACKGROUND**

## Fiscal Impact

**CALENDAR YEAR:** 2017 **ACCT. #:** 7-1345-452-00-124-132-0-XX

**FUNDS AVAILABLE Y/N?:** Yes **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Refer to AI-60251

## Attachments

Transfer

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/09/2017 04:03 PM |
| Linda Flores | Linda Flores | 06/09/2017 04:38 PM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |
| Form Started By: Rolando Garcia | | Started On: 06/09/2017 03:40 PM |
| Final Approval Date: 06/09/2017 | | |

**DATE:** June 9, 2017

**2017**
**Transfer**

**AI - 60279**

**DEPARTMENT HEAD:** Sergio Cruz, Budget Officer

**DEPARTMENT NAME:** Precinct No.4-CO2014-PCT4 SUNFLOWER PARK

**ACCOUNT NUMBER:** 7-1345-452-00-124-132-0-XXX

**Contact Person:** Rolando Garcia Jr. **Ph#:** 956-292-7025 x5412

**SUBJECT:** **Intradepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

| FROM OBJECT CODE | OBJECT DESCRIPTION | TO OBJECT CODE | OBJECT DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| 740 | IMPROVEMENTS | 730 | BUILDINGS | 80,000.00 |
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| | | | TOTAL | 80,000.00 |

**REASON**:
**To fund services for Memorial Park in Precinct No.4 (Refer to AI-60251)**

**DEPARTMENT HEAD SIGNATURE**

**DATE**

**APPROVED COMMISSIONERS' COURT**

**ATTEST COUNTY CLERK**

**AI-60246** **2017 Intradept. (line item)Transfers** **3. B.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted For:** Eddie Cantu, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #2

**Department:** COMM. PCT. #2

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**Information**

**CAPTION**

2017 - Pct 2 Rd Maint (1200)

**BACKGROUND**

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**Fiscal Impact**

**CALENDAR YEAR:** 2017 **ACCT. #:** 7-1200-431-00-122-006-0-XXX

**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:** N

**BUDGETARY IMPACT:**

Funding available in Pct 2 Rd Maint-Other as of 6/9/17.

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**Attachments**

LIT

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/09/2017 11:40 AM |
| Linda Flores | Linda Flores | 06/09/2017 04:16 PM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |
| Form Started By: Erika Zamora | | Started On: 06/09/2017 10:01 AM |
| Final Approval Date: 06/09/2017 | | |

**DATE:** June 13, 2017

**2017**
**Transfer**

**DEPARTMENT HEAD:** Commissioner Eduardo "Eddie" Cantu

**DEPARTMENT NAME:** Hidalgo County Precinct 2 Rd Maint

**ACCOUNT NUMBER:** 7-1200-431-00-122-006-0-XXX

**Contact Person:** Erika Zamora **Ph#:** (956) 787-1891 Ext. 2015

**SUBJECT:** **Intradepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

| FROM OBJECT CODE | OBJECT DESCRIPTION | TO OBJECT CODE | OBJECT DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| | | | | |
| 890 | Other | 334 | Arch & Eng Services | 25,038.40 |
| 890 | Other | 660 | Furn & Equip Cntrld | 1,000.00 |
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| | | | TOTAL | **26,038.40** |

**REASON**:
**To fund Work Auth#5 with B2Z for engineering work and equipment for generator being purchased from Holt.**

**DEPARTMENT HEAD SIGNATURE**

**DATE**

**APPROVED COMMISSIONERS' COURT**

**ATTEST COUNTY CLERK**

**AI-60248** **2017 Intradept. (line item)Transfers** **3. C.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted For:** Eddie Cantu, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #2

**Department:** COMM. PCT. #2

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**Information**

**CAPTION**

2017 - CO2016-Pct 2 C. Chvz(Bus 83-Nolana Lp) Prj (1350)

**BACKGROUND**

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**Fiscal Impact**

**CALENDAR YEAR:** 2017 **ACCT. #:** 7-1350-431-00-122-117-0-XX1

**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:** N

**BUDGETARY IMPACT:**

Funding available as of 6/9/17.

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**Attachments**

LIT

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/09/2017 11:41 AM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |
| Form Started By: Erika Zamora | | Started On: 06/09/2017 10:42 AM |
| Final Approval Date: 06/09/2017 | | |

**DATE:** June 13, 2017

**2017**
**Transfer**

**DEPARTMENT HEAD:** Commissioner Eduardo "Eddie" Cantu

**DEPARTMENT NAME:** Hidalgo County Precinct 2 - CO2016 Cesar Chavez Rd Prj

**ACCOUNT NUMBER:** 7-1350-431-00-122-117-0-XX1

**Contact Person:** Erika Zamora **Ph#:** (956) 787-1891 Ext. 2015

**SUBJECT:** **Intradepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

| FROM OBJECT CODE | OBJECT DESCRIPTION | TO OBJECT CODE | OBJECT DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| | | | | |
| 721 | Roads | 841 | Aid to Govt Agency | 64,998.52 |
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| | | | TOTAL | **64,998.52** |

**REASON**:
**To fund Supplemental Agreement No. 1 to Work Auth #1 with L&G.**

**DEPARTMENT HEAD SIGNATURE**

**DATE**

**APPROVED COMMISSIONERS' COURT**

**ATTEST COUNTY CLERK**

**AI-60237** **2017 Intradept. (line item)Transfers** **3. D.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted By:** Monica Salinas, EXECUTIVE OFFICE

**Department:** EXECUTIVE OFFICE

## Information

**CAPTION**

2017 - Civil Service (1100)

**BACKGROUND**

## Fiscal Impact

**CALENDAR YEAR:** 2017 **ACCT. #:** 7-1100-415-50-125-037-0-XXX

**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Funds available as of 06/09/2017.

## Attachments

transfer

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/09/2017 08:20 AM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |
| Form Started By: Monica Salinas | | Started On: 06/08/2017 05:47 PM |
| Final Approval Date: 06/09/2017 | | |

**DATE:** June 8, 2017

**DEPARTMENT HEAD:** VALDE GUERRA

**DEPARTMENT NAME:** CIVIL SERVICE

**ACCOUNT NUMBER:** 7-1100-415-50-125-037-0-XXX BY: MONICA BADILLO EXT 5602

**SUBJECT:** **Intra-departmental Transfer/s (increase/decrease) in Accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intra-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

| FROM OBJECT CODE | OBJECT DESCRIPTION | TO OBJECT CODE | OBJECT DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| | | | | |
| 336 | COMPUTER SERVICES | 610 | GENERAL SUPPLIES | 650.00 |
| 535 | POSTAGE | 610 | GENERAL SUPPLIES | 500.00 |
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| | | | TOTAL | $ 1,150.00 |

**REASON**: **To purchase office supplies and a scanner.**

**DEPARTMENT HEAD SIGNATURE**

**APPROVED COMMISSIONERS' COURT** / / **DATE** **ATTEST COUNTY CLERK**

**AI-60236** **2017 Intradept. (line item)Transfers** **3. E.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted For:** Ricardo Saldana, EMERGENCY MANAGEMENT

**Submitted By:** Sandra Deleon, COUNTY JUDGE

**Department:** EMERGENCY MANAGEMENT

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**Information**

**CAPTION**

2017 - Emergency Management (1100)

**BACKGROUND**

EMERGENCY MANAGEMENT LINE ITEM TRANSFER

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**Fiscal Impact**

**CALENDAR YEAR:** 2017 **ACCT. #:** 7-1100-429-00-110-075-0-350

**FUNDS AVAILABLE Y/N?:** y **MATCHING FUNDS Y/N?:** n/a

**BUDGETARY IMPACT:**

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**Attachments**

transfer-revised

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/08/2017 04:46 PM |
| Linda Flores | Linda Flores | 06/09/2017 11:01 AM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |
| Form Started By: Sandra Deleon | | Started On: 06/08/2017 04:42 PM |
| Final Approval Date: 06/09/2017 | | |

**DATE:** June 7, 2017

**DEPARTMENT HEAD:** RICARDO SALDANA, EMC

**DEPARTMENT NAME:** Division of Emergency Services-Emergency Management

**ACCOUNT NUMBER:** 7-1100-429-00-110-075-0-

**SUBJECT:** Intra-departmental Transfer/s (increase/decrease) in Accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.

**Honorable Commissioners' Court of Hidalgo County:**

**I would like to request the following Intra-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.**

| FROM OBJECT CODE | OBJECT NAME | TO OBJECT CODE | OBJECT NAME | AMOUNT |
|---|---|---|---|---|
| 350 | OTHER SERVICES | 630 | FOOD | 500.00 |
| 350 | OTHER SERVICES | 660 | FURN & EQUP | 1,220.57 |
| 350 | OTHER SERVICES | 751 | MACHINERY AND EQUIPMENT | 2,530.00 |
| 350 | OTHER SERVICES | 752 | VEHICLES | 1,607.00 |
| 350 | OTHER SERVICES | 430 | R & M SERVICES-EQUIPMENT | 2,500.00 |
| 442 | EQUIPMENT & VEHICLE RENTALS | 430 | R & M SERVICES-EQUIPMENT | 1,000.00 |
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| | | | TOTAL | 9,357.57 |

**REASON**: TRANSFER IS BEING REQUESTED FOR THE PURCHASE OF ADDITIONAL EQUIPMENT FOR RESPONSE MOBILE COMMAND UNIT AND REPAIRS ASSOCIATED.

**DEPARTMENT HEAD SIGNATURE**

**APPROVED COMMISSIONERS' COURT**

**DATE** / /

**ATTEST COUNTY CLERK**

**AI-60210** **2017 Intradept. (line item)Transfers** **3. F.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted By:** Edna Kirby, IT DEPARTMENT

**Department:** IT DEPARTMENT

## Information

**CAPTION**

2017 - IT Department (1100)

**BACKGROUND**

## Fiscal Impact

**CALENDAR YEAR:** 2017 **ACCT. #:** 7-1100-415-00-200-001-0-XXX

**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Funds available as of 06/08/2017.

## Attachments

Intra

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/08/2017 10:06 AM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |
| Form Started By: Edna Kirby | | Started On: 06/08/2017 09:54 AM |
| Final Approval Date: 06/09/2017 | | |

**COUNTY OF HIDALGO COMMISSIONERS' COURT**
**AGENDA REQUEST FORM**

**NO:**

**DATE:** June 8, 2017 **MEETING DATE REQUEST:**

**DEADLINE FOR ACTION:** ASAP **CONTACT PERSON:**

**DEPARTMENT:** **PHONE:**

**DEPT. HEAD / OFFICIAL SIGNATURE:** **FAX:**

**CAPTION:**

**BACKGROUND: (Briefly summarize your request, use separate sheet(s) if needed or attach supporting documentation.)**

**BUDGETARY IMPACT:**

**PLEASE INITIAL FOR APPROVAL:**

**Legal Counsel:** **Budget:** **Human Resources:**

**COMMENTS:**

**ACTION TAKEN BY COMMISSIONER'S COURT:**

**Approved on:** (DATE) **Tabled on:** (DATE) **Denied on:**

**Motion made by:** **Second by:** **Vote:**

**DATE:** June 13, 2017

**DEPARTMENT HEAD:** Renan Ramirez

**DEPARTMENT NAME:** Information Technology Dept.

**ACCOUNT NUMBER:** 7-1100-415-00-200-001-0

**SUBJECT:** **Intra-departmental Transfer/s (increase/decrease) in Accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intra-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

| FROM OBJECT CODE | OBJECT DESCRIPTION | TO OBJECT CODE | OBJECT DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| 610 | INFO TECH DEPT- GENERAL SUPPLIES | 812 | INFO TECH DEPT-SOFTWARE LICENSE RENEWAL | $755.89 |
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| | | | TOTAL | $755.89 |

**REASON**: **Subscription Renewal 12 months Req. 344153 (SHI)**

**DEPARTMENT HEAD SIGNATURE**

**APPROVED COMMISSIONERS' COURT**

**DATE** / /

**ATTEST COUNTY CLERK**

**AI-60230** **2017 Intradept. (line item)Transfers** **3. G.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted For:** Yvonne Ramon, ELECTIONS DEPT.

**Submitted By:** Melanie Esparza, ELECTIONS DEPT.

**Department:** ELECTIONS DEPT.

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**Information**

**CAPTION**

2017 – Elections Dept/ 2016 Chapter 19 (1283)

**BACKGROUND**

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**Fiscal Impact**

**CALENDAR YEAR:** 2017 **ACCT. #:** 7-1283-414-00-130-018-6-610

**FUNDS AVAILABLE Y/N?:** y **MATCHING FUNDS Y/N?:** n/a

**BUDGETARY IMPACT:**

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**Attachments**

2017-Elections LIT 1283

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/08/2017 03:21 PM |
| Linda Flores | Linda Flores | 06/09/2017 11:17 AM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |
| Form Started By: Melanie Esparza | | Started On: 06/08/2017 03:14 PM |
| Final Approval Date: 06/09/2017 | | |

**DATE:** June 8, 2017

**DEPARTMENT HEAD:** Yvonne Ramon

**DEPARTMENT NAME:** Elections Department

**ACCOUNT NUMBER:** 7-1283-414-00-130-018-6-XXX

**2017**
**Transfer**
**AI-60230**

**Contact Person:** Melanie Esparza **Ph#:** (956) 318-2570 Ext. 5707

**SUBJECT:** **Intradepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

| FROM OBJECT CODE | OBJECT DESCRIPTION | TO OBJECT CODE | OBJECT DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| 610 | 2016 Chapter 19-General Supplies | 336 | 2016 Chapter 19-Computer SRV | $17,100.00 |
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| | | | TOTAL | $17,100.00 |

**REASON**:
**Transfer needed to pay for NCOA process fee.**

**Approved by**

**DATE**

**APPROVED COMMISSIONERS' COURT**

**ATTEST COUNTY CLERK**

**AI-60222** **2017 Intradept. (line item)Transfers** **3. H.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted For:** Yvonne Ramon, ELECTIONS DEPT.

**Submitted By:** Melanie Esparza, ELECTIONS DEPT.

**Department:** ELECTIONS DEPT.

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**Information**

**CAPTION**

2017 - Elections Dept/ 2015 Chapter 19 (1283)

**BACKGROUND**

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**Fiscal Impact**

**CALENDAR YEAR:** 2017 **ACCT. #:** 7-1283-414-00-130-018-5-XXX

**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Funds available as of 06/08/2017.

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**Attachments**

2017-Elections LIT 1283

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/08/2017 03:16 PM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |
| Form Started By: Melanie Esparza | | Started On: 06/08/2017 02:06 PM |
| Final Approval Date: 06/09/2017 | | |

**DATE:** June 8, 2017

**DEPARTMENT HEAD:** Yvonne Ramon

**DEPARTMENT NAME:** Elections Department

**ACCOUNT NUMBER:** 7-1283-414-00-130-018-5-XXX

**2017**
**Transfer**
**AI-60222**

**Contact Person:** Melanie Esparza **Ph#:** (956) 318-2570 Ext. 5707

**SUBJECT:** **Intradepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

| FROM OBJECT CODE | OBJECT DESCRIPTION | TO OBJECT CODE | OBJECT DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| 610 | 2015 Chapter 19-General Supplies | 336 | 2015 Chapter 19-Computer SRV | $21.16 |
| 660 | 2015 Chapter 19-Furn & Equip CNTRLD | 336 | 2015 Chapter 19-Computer SRV | $1,379.90 |
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| | | | TOTAL | $1,401.06 |

**REASON**:
**Transfer needed to pay for NCOA process fee.**

Approved by

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

**AI-60218** **2017 Intradept. (line item)Transfers** **3. I.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted For:** Yvonne Ramon, ELECTIONS DEPT.

**Submitted By:** Melanie Esparza, ELECTIONS DEPT.

**Department:** ELECTIONS DEPT.

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## Information

**CAPTION**

2017 - Elections Dept (1100)

**BACKGROUND**

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## Fiscal Impact

**CALENDAR YEAR:** 2017 **ACCT. #:** 7-1100-414-00-130-001-0-XXX

**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Funds available as of 06/08/2017.

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## Attachments

2017-Elections LIT 1100

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/08/2017 01:32 PM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |
| Form Started By: Melanie Esparza | | Started On: 06/08/2017 01:17 PM |
| Final Approval Date: 06/09/2017 | | |

**DATE:** June 8, 2017

**DEPARTMENT HEAD:** Yvonne Ramon

**DEPARTMENT NAME:** Elections Department

**ACCOUNT NUMBER:** 7-1100-414-00-130-001-0-XXX

**2017**
**Transfer**
**AI-60218**

**Contact Person:** Melanie Esparza **Ph#:** (956) 318-2570 Ext. 5707

**SUBJECT:** **Intradepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

| FROM OBJECT CODE | OBJECT DESCRIPTION | TO OBJECT CODE | OBJECT DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| 336 | Elections Dept-Computer Srv | 610 | Elections Dept-General Supplies | $20,000.00 |
| 336 | Elections Dept-Computer Srv | 630 | Elections Dept-Food | $200.00 |
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| | | | TOTAL | $20,200.00 |

**REASON**:
**Transfer needed to pay for new voting equipment supplies.**

Approved by

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

**AI-60200** **2017 Intradept. (line item)Transfers** **3. J.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted For:** IRENE CARDENAS, J.P. 1, 2 **Submitted By:** IRENE CARDENAS, J.P. 1, 2

**Department:** J.P. 1, 2

## Information

**CAPTION**

2017 - JP 1 Pl 2 (1100)

**BACKGROUND**

## Fiscal Impact

**CALENDAR YEAR:** 2017 **ACCT. #:** 7-1100-412-00-062-001-0-XXX

**FUNDS AVAILABLE Y/N?:** y **MATCHING FUNDS Y/N?:** n/a

**BUDGETARY IMPACT:**

## Attachments

Line Item Transfer

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/08/2017 08:22 AM |
| Linda Flores | Linda Flores | 06/08/2017 01:32 PM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |
| Form Started By: IRENE CARDENAS | | Started On: 06/08/2017 08:16 AM |
| Final Approval Date: 06/09/2017 | | |

BUDGET INTRADEPARTMENAL TRANSFER REQUEST

DATE: June 7, 2017

DEPARTMENT HEAD: Jesus E. Morales

DEPARTMENT NAME: Justice of the Peace Precint 1 Place 2 - (062)

ACCOUNT NUMBER: 7-1100-412-00-062-001-0-

SUBJECT: Budget Intradepartmental Transfer in Accordance with Local Government Code, Chapter 111, Subchapter C.

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following Intradepartmental Budget Transfer/s in accordance with Local Government Code, Chapter 111, Subchapter C.

| **FROM:** | | **TO:** | | |
|---|---|---|---|---|
| **OBJECT** | **OBJECT** | **OBJECT** | **OBJECT** | |
| **CODE** | **NAME** | **CODE** | **NAME** | **AMOUNT** |
| 890 | Other | 583 | Travel out of County | $1,160.00 |
| 550 | Printing & Binding | 583 | Travel out of County | $180.00 |
| 610 | General Supplies | 520 | Insurance | $6.00 |
| 610 | General Supplies | 584 | Registration Fees | $630.00 |
| 550 | Printing & Binding | 584 | Registration Fees | $320.00 |
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| | | | **TOTAL** | **$2,296.00** |

Need to transfer funds for personnel to attend the Annual Seminar on July 10-12, 2017 & Legislative Update coming up on August 6-7, 2017 in Corpus Christi, TX.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT _____ DATE _____ ATTEST COUNTY CLERK

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**AI-60233** **2017 Intradept. (line item)Transfers** **3. K.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted For:** Joseph Palacios, COMM. PCT. #4 **Submitted By:** Nick Perez, COMM. PCT. #4

**Department:** COMM. PCT. #4

## Information

**CAPTION**

2017 - Pct. 4 (1100)

**BACKGROUND**

## Fiscal Impact

**CALENDAR YEAR:** 2017 **ACCT. #:** 7-1100-466-00-124-186-0-XXX

**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Funding available as of 6/9/17.

## Attachments

LIT-60233

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/08/2017 04:14 PM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |
| Form Started By: Nick Perez | | Started On: 06/08/2017 04:11 PM |
| Final Approval Date: 06/09/2017 | | |

**DATE:** June 8, 2017

**2017**
**Transfer**

**DEPARTMENT HEAD:** Joseph Palacios

**DEPARTMENT NAME:** Hidalgo County Pct. 4

**ACCOUNT NUMBER:** 7-1100-466-00-124-186-0-XXX

**Contact Person:** Nick Perez **Ph#:** (956) 383-3112

**SUBJECT:** **Intradepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

| FROM OBJECT CODE | OBJECT DESCRIPTION | TO OBJECT CODE | OBJECT DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| 660 | PCT4 CRC-SUNFLOWER-FURN & EQUIP | 430 | PCT4 CRC-SUNFLOWER-REPAIR & MAINT SRV | $ 353.97 |
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| | | | TOTAL | $ 353.97 |

**REASON**:
**Transfer is needed to fund negative in account ending in 186-0-430.**

**DEPARTMENT HEAD SIGNATURE**

**DATE**

**APPROVED COMMISSIONERS' COURT**

**ATTEST COUNTY CLERK**

**AI-60182** **2017 Intradept. (line item)Transfers** **3. L.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted For:** David Fuentes, COMM. PCT. #1

**Submitted By:** Yolanda Estrada, COMM. PCT. #1

**Department:** COMM. PCT. #1

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**Information**

**CAPTION**

2017 - Pct. 1 Rd. Maint. (1200)

**BACKGROUND**

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**Fiscal Impact**

**CALENDAR YEAR:** 2017 **ACCT. #:** 7-1200-431-00-121-005-0-XXX

**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Funds available as of 06/07/17
(890) to (660)

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**Attachments**

transfer-revised

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/07/2017 03:02 PM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |
| Form Started By: Yolanda Estrada | | Started On: 06/07/2017 02:36 PM |
| Final Approval Date: 06/09/2017 | | |

**DATE:** June 7, 2017

**2017**
**Transfer**

**AI-60182**

**DEPARTMENT HEAD:** Commissioner David Fuentes

**DEPARTMENT NAME:** Hidalgo County Precinct No. 1 Rd. Maintenance

**ACCOUNT NUMBER:** 7-1200-431-00-121-005-0-XXX

**Contact Person:** Yolanda Estrada **Ph#:** (956) 968-8733 Ext. 1021

**SUBJECT:** **Intradepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

| FROM OBJECT CODE | OBJECT DESCRIPTION | TO OBJECT CODE | OBJECT DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| 890 | Other | 660 | Furniture & Equipment | $2,737.00 |
| 890 | Other | 421 | Disposal | $50.00 |
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| | | | TOTAL | $2,787.00 |

**REASON**:
**Transfer needed for anticipated invoices.**

**DEPARTMENT HEAD SIGNATURE** **DATE**

**APPROVED COMMISSIONERS' COURT** **ATTEST COUNTY CLERK**

**AI-60180** **2017 Intradept. (line item)Transfers** **3. M.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted For:** David Fuentes, COMM. PCT. #1

**Submitted By:** Yolanda Estrada, COMM. PCT. #1

**Department:** COMM. PCT. #1

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**Information**

**CAPTION**

Pct 1 - 2017 Sanitation (1100)

**BACKGROUND**

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**Fiscal Impact**

**CALENDAR YEAR:** 2017 **ACCT. #:** 7-1100-432-00121-001-0-XXX

**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Funds available as of 06/08/17
(751) to (340)
(751) to (610)

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**Attachments**

2017 Transfer Pct 1 Sanitation (1100)

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/07/2017 02:33 PM |
| Linda Flores | Linda Flores | 06/08/2017 10:51 AM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |
| Form Started By: Yolanda Estrada | | Started On: 06/07/2017 02:04 PM |
| Final Approval Date: 06/09/2017 | | |

**DATE:** June 7, 2017

**2017**
**Transfer**

**AI-60180**

**DEPARTMENT HEAD:** Commissioner David Fuentes

**DEPARTMENT NAME:** Hidalgo County Precinct No. 1 Sanitation

**ACCOUNT NUMBER:** 7-1100-432-00-121-001-0-XXX

**Contact Person:** Yolanda Estrada **Ph#:** (956) 968-8733 Ext. 1021

**SUBJECT:** **Intradepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

| FROM OBJECT CODE | OBJECT DESCRIPTION | TO OBJECT CODE | OBJECT DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| 751 | Machinery & Eqipment | 340 | Techinical Services | $5,400.00 |
| 751 | Machinery & Eqipment | 610 | General Supplies | $10,000.00 |
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| | | | TOTAL | $15,400.00 |

**REASON**:
**Transfer needed to process future expenditures.**

**DEPARTMENT HEAD SIGNATURE** **DATE**

**APPROVED COMMISSIONERS' COURT** **ATTEST COUNTY CLERK**

**AI-60213** **2017 Intradept. (line item)Transfers** **3. N.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted For:** Eddie Cantu, COMM. PCT. #2 **Submitted By:** Carlos Jasso, COMM. PCT. #4

**Department:** COMM. PCT. #2

## Information

**CAPTION**

2017 - Pct. 2 Parks (1100)

**BACKGROUND**

## Fiscal Impact

**CALENDAR YEAR:** 2017 **ACCT. #:** 7-1100-452-00-122-008-0-XXX

**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:** N

**BUDGETARY IMPACT:**

Funds available as of 6/8/2017

## Attachments

Intra

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/08/2017 10:54 AM |
| Linda Flores | Linda Flores | 06/08/2017 02:01 PM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |
| Form Started By: Carlos Jasso | | Started On: 06/08/2017 10:00 AM |
| Final Approval Date: 06/09/2017 | | |

**DATE:** June 8, 2017

**DEPARTMENT HEAD:** Commissioner Eduardo "Eddie" Cantu

**DEPARTMENT NAME:** Hidalgo County Precinct No. 2
Parks

**ACCOUNT NUMBER:** 7-1100-452-00-122-008-0-XXX

**Contact Person:** Carlos Jasso, Accountant III **Ph#:** (956) 292-7000 ext. 2006

# 2017
**Intradepartmental Transfer**

# AI #60213

**SUBJECT:** **Intradepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

| **FROM** OBJECT CODE | OBJECT DESCRIPTION | **TO** OBJECT CODE | OBJECT DESCRIPTION | **AMOUNT** |
|---|---|---|---|---|
| 610 | General Supplies | 531 | Telephone | 43.36 |
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| | | | **TOTAL** | **43.36** |

**REASON**:
To fund AT&T expense.

**DEPARTMENT HEAD SIGNATURE**

**DATE**

**APPROVED COMMISSIONERS' COURT**

**ATTEST COUNTY CLERK**

**AI-60082** **2017 Intradept. (line item)Transfers** **3. O.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted By:** Norma Ceballos, COMM. PCT. #3

**Department:** COMM. PCT. #3

## Information

**CAPTION**

2017 - Pct 3 Adm (1200)

**BACKGROUND**

## Fiscal Impact

**CALENDAR YEAR:** 2017 **ACCT. #:** 7-1200-431-00-123-004-0-4XX

**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Funds available as of 06/02/2017.

## Attachments

LIT

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/01/2017 11:31 AM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |
| Form Started By: Norma Ceballos | | Started On: 06/01/2017 11:16 AM |
| Final Approval Date: 06/09/2017 | | |

**DATE:** June 1, 2017

**2016**
**Transfer**

**DEPARTMENT HEAD:** Commissioner Flores

**DEPARTMENT NAME:** Hidalgo Precinct #3

**ACCOUNT NUMBER:** 7-1200-431-00-123-004-0-

**Contact Person:** Norma G. Ceballos **Ph#:** (956)585-4509 Ext # 3007

**SUBJECT:** **Intradepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

| FROM OBJECT CODE | OBJECT DESCRIPTION | TO OBJECT CODE | OBJECT DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| 430 | Pct3 Adm-Repair & Maint Srv. | 412 | Pct3 Adm-Cable/Satellite TV | 500.00 |
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| | | | TOTAL | 500.00 |

**REASON**: ***Daily Operations***

**DEPARTMENT HEAD SIGNATURE**

**DATE**

**APPROVED COMMISSIONERS' COURT**

**ATTEST COUNTY CLERK**

**AI-60127** **2017 Intradept. (line item)Transfers** **3. P.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted By:** Nick Perez,
COMM. PCT. #4

**Department:** COMM. PCT. #4

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**Information**

**CAPTION**

2017 - Pct.4 Rd Maint (1200)

**BACKGROUND**

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**Fiscal Impact**

**CALENDAR YEAR:** 2017 **ACCT. #:** 7-1200-431-00-124-007-0-XXX

**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Funds available as of 06/06/2017.

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**Attachments**

LIT

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/05/2017 02:53 PM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |
| Form Started By: Nick Perez | | Started On: 06/05/2017 02:45 PM |
| Final Approval Date: 06/09/2017 | | |

**DATE:** May 23, 2017

**2017**
**Transfer**

**DEPARTMENT HEAD:** Joseph Palacios

**DEPARTMENT NAME:** Hidalgo County Pct. 4

**ACCOUNT NUMBER:** 7-1200-431-00-124-007-0-XXX

**Contact Person:** Nick Perez **Ph#:** (956) 383-3112

**SUBJECT:** **Intradepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

| FROM OBJECT CODE | OBJECT DESCRIPTION | TO OBJECT CODE | OBJECT DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| 610 | PCT4 RD MAINT-GENERAL SUPPLIES | 430 | PCT4 RD MAINT-REPAIR & MAINT SRV | $ 10,000.00 |
| 890 | PCT4 RD MAINT-OTHER | 751 | PCT4 RD MAINT-MACHINERY & EQUIPMENT | $ 9,299.98 |
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| | | | TOTAL | $ 19,299.98 |

**REASON**:
**Transfer is needed to fund purchase of diagnostic computer and daily expenditures related to repair and maintenance.**

**DEPARTMENT HEAD SIGNATURE**

/ /
**DATE**

**APPROVED COMMISSIONERS' COURT**

**ATTEST COUNTY CLERK**

**AI-60183** **2017 Intradept. (line item)Transfers** **3. Q.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted For:** Joseph Palacios, COMM. PCT. #4

**Submitted By:** Veronica Lopez, COMM. PCT. #4

**Department:** COMM. PCT. #4

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**Information**

**CAPTION**

2017- Pct. 4 Rd. Maint (1200)

**BACKGROUND**

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**Fiscal Impact**

**CALENDAR YEAR:** 2017 **ACCT. #:** 7-1200-431-00-124-007-0-XXX

**FUNDS AVAILABLE Y/N?:** Yes **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Funds available as of 06/08/17

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**Attachments**

Rd Maint

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/07/2017 03:01 PM |
| Linda Flores | Linda Flores | 06/08/2017 10:49 AM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |
| Form Started By: Veronica Lopez | | Started On: 06/07/2017 02:42 PM |
| Final Approval Date: 06/09/2017 | | |

**DATE:** June 7, 2017

**DEPARTMENT HEAD:** Joseph Palacios

**DEPARTMENT NAME:** Hidalgo County Precinct No. 4
Rd. Maint.

**ACCOUNT NUMBER:** 7-1200-431-00-124-007-0-XXX

**Contact Person:** Veronica L. Davis **Ph#:** (956) 383-3112 Ext. 4019

# 2017
**Intradepartmental Transfer**

# AI- 60183

**SUBJECT:** **Intradepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

| **FROM** OBJECT CODE | OBJECT DESCRIPTION | **TO** OBJECT CODE | OBJECT DESCRIPTION | **AMOUNT** |
|---|---|---|---|---|
| | | | | |
| 610 | Pct4 Rd Maint- General Supplies | 336 | Pct4 Rd Maint- Computer Srv | $2,024.01 |
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| | | | **TOTAL** | **$2,024.01** |

**REASON**:
Transfer needed for Pct 4 Rd. Maint Big Web Apps.

**DEPARTMENT HEAD SIGNATURE**

**DATE**

**APPROVED COMMISSIONERS' COURT**

**ATTEST COUNTY CLERK**

**AI-60245** **2017 Intradept. (line item)Transfers** **3. R.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted For:** Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

**Submitted By:** Rene Cavazos, HEALTH & HUMAN SERVICES DEPT.

**Department:** HEALTH & HUMAN SERVICES DEPT.

## Information

**CAPTION**

2017 - IMM Div Local (1293)

**BACKGROUND**

## Fiscal Impact

**CALENDAR YEAR:** 2017 **ACCT. #:** 7-1293-441-10-340-012-6-XXX

**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:** N

**BUDGETARY IMPACT:**

Funds Available as of 06/09/17

## Attachments

LIT

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/09/2017 10:00 AM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |
| Form Started By: Rene Cavazos | | Started On: 06/09/2017 09:51 AM |
| Final Approval Date: 06/09/2017 | | |

**DATE:** June 9, 2017

**DEPARTMENT HEAD:** Eduardo Olivarez

**DEPARTMENT NAME:** Health & Human Services

**ACCOUNT NUMBER:** 7-1293-441-10-340-012-6-

**2017**
**Transfer**

**AI - 60245**

**Contact Person:** Rene Cavazos **Ph#:** 7226

**SUBJECT:** **Intradepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

| FROM OBJECT CODE | OBJECT DESCRIPTION | TO OBJECT CODE | OBJECT DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| 550 | IMM DIV LOCAL-PRINTING & BINDING | 660 | IMM DIV LOCAL-FURN & EQUIP CNTRLD | 1,200.00 |
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| | | | TOTAL | 1,200.00 |

**REASON**: ***To cover anticipated expenditures***

**DEPARTMENT HEAD SIGNATURE**

/ /
**DATE**

**APPROVED COMMISSIONERS' COURT**

**ATTEST COUNTY CLERK**

**AI-60238** **2017 Intradept. (line item)Transfers** **3. S.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted For:** Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

**Submitted By:** Rene Cavazos, HEALTH & HUMAN SERVICES DEPT.

**Department:** HEALTH & HUMAN SERVICES DEPT.

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## Information

**CAPTION**

2017 - Health & Human Services Dept. - TB Control (1293)

**BACKGROUND**

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## Fiscal Impact

**CALENDAR YEAR:** 2017 **ACCT. #:** 7-1293-441-10-340-008-6-XXX

**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:** Y

**BUDGETARY IMPACT:**

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## Attachments

LIT

Salary Analysis

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/09/2017 08:33 AM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |
| Form Started By: Rene Cavazos | | Started On: 06/09/2017 08:17 AM |
| Final Approval Date: 06/09/2017 | | |

**DATE:** June 9, 2017

**DEPARTMENT HEAD:** Eduardo Olivarez

**DEPARTMENT NAME:** Health & Human Services

**ACCOUNT NUMBER:** 7-1293-441-10-340-008-6-

**2017**
**Transfer**

**AI - 60238**

**Contact Person:** Rene Cavazos **Ph#:** 7226

**SUBJECT:** **Intradepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

| FROM OBJECT CODE | OBJECT DESCRIPTION | TO OBJECT CODE | OBJECT DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| 113 | T.B. CONTROL-REG F/T EMPLOYEES | 430 | T.B. CONTROL-REPAIR & MAINT SRV | 1,400.00 |
| 113 | T.B. CONTROL-REG F/T EMPLOYEES | 610 | T.B. CONTROL-GENERAL SUPPLIES | 6,600.00 |
| 660 | T.B. CONTROL-FURN & EQUIP CNTRLD | 753 | T.B. CONTROL-FURNITURE & FIXTURES | 20,000.00 |
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| | | | **TOTAL** | **28,000.00** |

**REASON**: ***To cover anticipated expenditure; Surplus funds in salaries / fringes accounts.***

**DEPARTMENT HEAD SIGNATURE**

**DATE**

**APPROVED COMMISSIONERS' COURT**

**ATTEST COUNTY CLERK**

**The budgets in ALIO are made up of both grant and local match; Therefore, each category needs to be analyzed independently to arrive to the correct available balance in each account.**

**TB CONTROL FY 17**

**GRANT ENDING 08/31/2017**

**Projection of Salaries and Fringes for the remainder of the TB CONTROL FY 17 period ending 08/31/17**

| | | *COST PER PAY PERIOD Grant Budget | *COST PER PAY PERIOD Match Budget | REMAINING PAY PERIODS | COST FOR REMAINING PDS Grant Budget | COST FOR REMAINING PDS Match Budget | BUDGET BALANCE Grant Budget | BUDGET BALANCE Match Budget | ANTICIPATED SURPLUS/DEFICIT Grant Budget | ANTICIPATED SURPLUS/DEFICIT Match Budget |
|---|---|---|---|---|---|---|---|---|---|---|
| | | 80% | 20% | | 80% | 20% | 80% | 20% | 80% | 20% |
| Salaries-F/T | 113 | $ 16,267.12 | | 6.9 | $ 112,243.10 | | $ 120,941.81 | | $ 8,698.71 | $ - |
| **Sub-Total Pay** | | **$ 16,267.12** | **$ -** | **$ 6.90** | **$ 112,243.10** | **$ -** | **$ 120,941.81** | **$ -** | **$ 8,698.71** | **$ -** |
| | | | | | | | | | | |
| Health Insurance | 211 | $ 2,887.50 | | 6.9 | $ 19,923.75 | | $ 20,989.82 | | $ 1,066.07 | $ - |
| Life Insurance * | 212 | $ 39.93 | | 3.9 | $ 155.73 | | $ 195.25 | | $ 39.52 | $ - |
| Fica | 220 | $ 1,244.43 | | 6.9 | $ 8,586.60 | | $ 9,845.52 | | $ 1,258.92 | $ - |
| Retirement | 230 | $ 1,865.84 | | 6.9 | $ 12,874.28 | | $ 13,968.65 | | $ 1,094.37 | $ - |
| Unemployment Comp. | 250 | $ 97.60 | | 6.9 | $ 673.46 | | $ 870.93 | | $ 197.47 | $ - |
| Worker's Comp | 260 | $ 152.91 | | 6.9 | $ 1,055.09 | | $ 1,278.45 | | $ 223.36 | $ - |
| **Sub-Fringes** | | **$ 6,288.22** | **$ -** | **$ 38.40** | **$ 43,268.90** | **$ -** | **$ 47,148.62** | **$ -** | **$ 3,879.72** | **$ -** |
| | | **$ 22,555.33** | **$ -** | **$ 45.30** | **$ 155,512.00** | **$ -** | **$ 168,090.43** | **$ -** | **$ 12,578.43** | **$ -** |

Pay Periods Remaining at 06/08/17

| | | Work Period Covered | | Pay Date | |
|---|---|---|---|---|---|
| 1 | | 05/29/2017 - 06/11/2017 | | 6/23/2017 | |
| 2 | | 06/12/2017 - 06/25/2017 | | 7/7/2017 | |
| 3 | | 06/26/2017 - 07/09//2017 | | 7/21/2017 | |
| 4 | | 07/10/2017 - 07/23/2017 | | 8/4/2017 | |
| 5 | | 07/24/2017 - 08/06/2017 | | 8/18/2017 | |
| 6 | | 08/07/2017 - 08/20/2017 | | 9/1/2017 | |
| | | 08/21/2017 - 08/31/2017 | | 9/15/2017 | 9 days only |

Prepared by :
Health Human Services Dept.
06/09/17

**AI-60136** **2017 Intradept. (line item)Transfers** **3. T.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted For:** Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

**Submitted By:** Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

**Department:** HEALTH & HUMAN SERVICES DEPT.

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## Information

**CAPTION**

2017 - Health & Human Services Dept. / PHHS (1293)

**BACKGROUND**

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## Fiscal Impact

**CALENDAR YEAR:** 2017 **ACCT. #:** 7-1293-441-00-340-070-7-XXX

**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:** N

**BUDGETARY IMPACT:**

Funds available as fo 06/06/2017.

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## Attachments

LIT

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/06/2017 11:05 AM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |
| Form Started By: Mike Escaname | | Started On: 06/06/2017 10:50 AM |
| Final Approval Date: 06/09/2017 | | |

**DATE:** June 6, 2017

**DEPARTMENT HEAD:** Eduardo Olivarez

**DEPARTMENT NAME:** Health & Human Services

**ACCOUNT NUMBER:** 7-1293-441-00-340-070-7

**2017**
**Transfer**

**AI - 60136**

**Contact Person:** Mike Escaname **Ph#:** 7210

**SUBJECT:** **Intradepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

| FROM OBJECT CODE | OBJECT DESCRIPTION | TO OBJECT CODE | OBJECT DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| 610 | PHHS-GENERAL SUPPLIES | 660 | PHHS-FURN & EQUIP CNTRLD | 2,000.00 |
| 610 | PHHS-GENERAL SUPPLIES | 650 | PHHS-SOFTWARE | 500.00 |
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| | | | TOTAL | 2,500.00 |

**REASON**: ***To cover anticipated expenditure;***

**DEPARTMENT HEAD SIGNATURE**

____/____/____
**DATE**

**APPROVED COMMISSIONERS' COURT**

**ATTEST COUNTY CLERK**

**AI-60157** **2017 Intradept. (line item)Transfers** **3. U.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted For:** Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

**Submitted By:** Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

**Department:** HEALTH & HUMAN SERVICES DEPT.

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## Information

**CAPTION**

2017 - Health & Human Services Dept. / H.D. Adm (1293)

**BACKGROUND**

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## Fiscal Impact

**CALENDAR YEAR:** 2017 **ACCT. #:** 7-1293-441-00-340-005-0-XXX

**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:** N

**BUDGETARY IMPACT:**

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## Attachments

LIT

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/06/2017 04:41 PM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |
| Form Started By: Mike Escaname | | Started On: 06/06/2017 04:24 PM |
| Final Approval Date: 06/09/2017 | | |

**DATE:** June 6, 2017

**DEPARTMENT HEAD:** Eduardo Olivarez

**DEPARTMENT NAME:** Health & Human Services

**ACCOUNT NUMBER:** 7-1293-441-00-340-005-0-

**2017**
**Transfer**

**AI - 60157**

**Contact Person:** Mike Escaname **Ph#:** 7210

**SUBJECT:** **Intradepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

| FROM OBJECT CODE | OBJECT DESCRIPTION | TO OBJECT CODE | OBJECT DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| 430 | H.D. ADM-REPAIR & MAINT SRV | 752 | H.D. ADM-VEHICLES | 80,000.00 |
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| | | | TOTAL | 80,000.00 |

**REASON**: ***To cover anticipated expenditure;***

**DEPARTMENT HEAD SIGNATURE**

**DATE**

**APPROVED COMMISSIONERS' COURT**

**ATTEST COUNTY CLERK**

**AI-60158** **2017 Intradept. (line item)Transfers** **3. V.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted For:** Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

**Submitted By:** Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

**Department:** HEALTH & HUMAN SERVICES DEPT.

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## Information

**CAPTION**

2017 - Health & Human Services Dept. / Medicaid Admin (1293)

**BACKGROUND**

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## Fiscal Impact

**CALENDAR YEAR:** 2017 **ACCT. #:** 7-1293-441-00-340-059-0-XXX

**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:** N

**BUDGETARY IMPACT:**

Funds available as of 06/06/2017.

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## Attachments

LIT

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/06/2017 04:42 PM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |
| Form Started By: Mike Escaname | | Started On: 06/06/2017 04:35 PM |
| Final Approval Date: 06/09/2017 | | |

**DATE:** June 6, 2017

**DEPARTMENT HEAD:** Eduardo Olivarez

**DEPARTMENT NAME:** Health & Human Services

**ACCOUNT NUMBER:** 7-1293-441-00-340-059-0-

**2017**
**Transfer**

**AI - 60158**

**Contact Person:** Mike Escaname **Ph#:** 7210

**SUBJECT:** **Intradepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

| FROM OBJECT CODE | OBJECT DESCRIPTION | TO OBJECT CODE | OBJECT DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| 550 | MEDICAID ADMIN-PRINTING & BINDIN | 752 | MEDICAID ADMIN-VEHICLES | 5,500.00 |
| 650 | MEDICAID ADMIN-SOFTWARE CNTRLD | 752 | MEDICAID ADMIN-VEHICLES | 15,639.65 |
| 660 | MEDICAID ADMIN-FURN & EQUIP CNTRL | 752 | MEDICAID ADMIN-VEHICLES | 22,000.00 |
| 751 | MEDICAID ADMIN-MACHINERY & EQUIPMENT | 752 | MEDICAID ADMIN-VEHICLES | 22,000.00 |
| 610 | MEDICAID ADMIN-GENERAL SUPPLIES | 752 | MEDICAID ADMIN-VEHICLES | 10,600.00 |
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| | | | **TOTAL** | **75,739.65** |

**REASON**: ***To cover anticipated expenditure;***

**DEPARTMENT HEAD SIGNATURE**

**DATE**

**APPROVED COMMISSIONERS' COURT**

**ATTEST COUNTY CLERK**

**AI-60091** **2017 Intradept. (line item)Transfers** **3. W.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted For:** Sergio Cruz, BUDGET & MANAGEMENT

**Submitted By:** Ivan Cantu, BUDGET & MANAGEMENT

**Department:** BUDGET & MANAGEMENT

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## Information

**CAPTION**

2017 - 398th DC (1100)

**BACKGROUND**

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## Fiscal Impact

**CALENDAR YEAR:** 2017 **ACCT. #:** 7-1100-412-00-009-001-0-XXX

**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

584 --> 831; funds available as of 6-1-17.

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## Attachments

398TH DC LIT

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Ivan Cantu (Originator) | Ivan Cantu | 06/01/2017 03:00 PM |
| Budget & Management | Veronica Ortiz | 06/01/2017 03:13 PM |
| Linda Flores | Linda Flores | 06/02/2017 04:26 PM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |
| Form Started By: Ivan Cantu | | Started On: 06/01/2017 02:00 PM |
| Final Approval Date: 06/09/2017 | | |

**DATE:** June 13, 2017

**DEPARTMENT HEAD:** Sergio Cruz, Budget Officer

**DEPARTMENT NAME:** Department of Budget & Management for 398TH DC

**ACCOUNT NUMBER:** 7-1100-412-00-009-001-0-XXX

**Contact Person:** Ivan Cantu, Budget Analyst III **Ph#:** EXT. 5425

# 2017
**Intradepartmental Transfer**

## AI #60091/CC 6-13-17

**SUBJECT:** **Intradepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

| FROM OBJECT CODE | OBJECT DESCRIPTION | TO OBJECT CODE | OBJECT DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| | | | | |
| 584 | Registration Fees | 831 | Court Costs & Investigation | 500.00 |
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| | | | **TOTAL** | **500.00** |

**REASON**:
To fund court costs & investigation expenses.

**DEPARTMENT HEAD SIGNATURE**

**DATE**

**APPROVED COMMISSIONERS' COURT**

**ATTEST COUNTY CLERK**

**AI-60132** **2017 Intradept. (line item)Transfers** **3. X.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted For:** Roy Quintanilha, SHERIFF DEPT.

**Submitted By:** Emilia Uriegas, SHERIFF DEPT.

**Department:** SHERIFF DEPT.

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**Information**

**CAPTION**

2017 - Adult Detention Center (1100)

**BACKGROUND**

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**Fiscal Impact**

**CALENDAR YEAR:** 2017 **ACCT. #:** 7-1100-423-21-280-002-0-XXX

**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:** N

**BUDGETARY IMPACT:**

Funds are available as of 06/06/17.

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**Attachments**

LIT

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Emilia Uriegas (Originator) | Emilia Uriegas | 06/06/2017 09:52 AM |
| Budget & Management | Veronica Ortiz | 06/06/2017 11:53 AM |
| Linda Flores | Linda Flores | 06/08/2017 10:46 AM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |
| Form Started By: Emilia Uriegas | | Started On: 06/06/2017 09:37 AM |
| Final Approval Date: 06/09/2017 | | |

**DATE:** June 6, 2017

**DEPARTMENT HEAD:** J.E. "EDDIE" GUERRA

**DEPARTMENT NAME:** HIDALGO COUNTY SHERIFF'S OFFICE

**ACCOUNT NUMBER:** 7-1100-423-21-280-002-0-XXX

**2017**
**Transfer**

**AI -60132**

**Contact Person:** EMILIA URIEGAS **Ph#:** (956) 393-6028

**SUBJECT:** **Intradepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

| FROM OBJECT CODE | OBJECT DESCRIPTION | TO OBJECT CODE | OBJECT DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| 610 | GENERAL SUPPLIES | 520 | INSURANCE OTHER THAN EMPLOYEE BENEFITS | 2,700.00 |
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| | | | TOTAL | 2,700.00 |

**REASON**:
***TRANSFER IS BEING REQUESTED FOR NOTARY BONDS EXPENSES FOR PERSONNEL AT THE ADULT DETENTION CENTER.***

**DEPARTMENT HEAD SIGNATURE**

**DATE**

**APPROVED COMMISSIONERS' COURT**

**ATTEST COUNTY CLERK**

**AI-60093** **2017 Intradept. (line item)Transfers** **3. Y.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted For:** Rosie Cantu, DISTRICT ATTORNEY

**Submitted By:** Obdett Calzada, DISTRICT ATTORNEY

**Department:** DISTRICT ATTORNEY

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**Information**

**CAPTION**

2017 - District Attorney's Office (1100)

**BACKGROUND**

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**Fiscal Impact**

**CALENDAR YEAR:** 2017 **ACCT. #:** 7-1100-412-00-080-002-0-XXX

**FUNDS AVAILABLE Y/N?:** y **MATCHING FUNDS Y/N?:** n/a

**BUDGETARY IMPACT:**

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**Attachments**

Transfer

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/01/2017 03:13 PM |
| Linda Flores | Linda Flores | 06/02/2017 01:26 PM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |
| Form Started By: Obdett Calzada | | Started On: 06/01/2017 02:32 PM |
| Final Approval Date: 06/09/2017 | | |

**DATE:** June 1, 2017

**2017**
**Transfer**

AI- 60093

**DEPARTMENT HEAD:** Ricardo Rodriguez, Jr., Criminal District Attorney

**DEPARTMENT NAME:** District Attorney's Office

**ACCOUNT NUMBER:** 7-1100-412-00-080-002-0-XXX

**Contact Person:** Obdett Calzada **Ph#:** (956) 292-7604 Ext. 8086

**SUBJECT:** **Intradepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

| FROM OBJECT CODE | OBJECT DESCRIPTION | TO OBJECT CODE | OBJECT DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| 626 | GASOLINE/ DIESEL | 583 | TRAVEL OUT OF COUNTY | 1,250.00 |
| 780 | CAPITAL LEASES | 583 | TRAVEL OUT OF COUNTY | 3,385.12 |
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| | | | TOTAL | $ 4,635.12 |

**REASON**:
Transfer needed to cover upcoming travel for prosecutors in order to comply with state bar requirements.

**DEPARTMENT HEAD SIGNATURE**

**DATE**

**APPROVED COMMISSIONERS' COURT**

**ATTEST COUNTY CLERK**

**AI-60116** **2017 Intradept. (line item)Transfers** **3. Z.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted For:** Rosie Cantu, DISTRICT ATTORNEY

**Submitted By:** Obdett Calzada, DISTRICT ATTORNEY

**Department:** DISTRICT ATTORNEY

---

**Information**

**CAPTION**

2017 - DA Civil Litigation (1100)

**BACKGROUND**

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**Fiscal Impact**

**CALENDAR YEAR:** 2017 **ACCT. #:** 7-1100-412-00-080-013-0-831

**FUNDS AVAILABLE Y/N?:** y **MATCHING FUNDS Y/N?:** n/a

**BUDGETARY IMPACT:**

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**Attachments**

Civil Lit- TRANSFER

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/02/2017 04:22 PM |
| Linda Flores | Linda Flores | 06/02/2017 04:29 PM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |
| Form Started By: Obdett Calzada | | Started On: 06/02/2017 04:10 PM |
| Final Approval Date: 06/09/2017 | | |

**DATE:** June 2, 2017

**2017**
**Transfer**

AI- 60116

**DEPARTMENT HEAD:** Ricardo Rodriguez, Jr., Criminal District Attorney

**DEPARTMENT NAME:** District Attorney's Office- Civil Litigation

**ACCOUNT NUMBER:** 7-1100-412-00-080-013-0-XXX

**Contact Person:** Obdett Calzada **Ph#:** (956) 292-7604 Ext. 8086

**SUBJECT:** **Intradepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

| FROM OBJECT CODE | OBJECT DESCRIPTION | TO OBJECT CODE | OBJECT DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| 831 | COURT COSTS & INVEST | 584 | REGISTRATION FEES | 270.00 |
| 831 | COURT COSTS & INVEST | 631 | BOTTLED WATER | 30.00 |
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| | | | TOTAL | $ 300.00 |

**REASON**:
Transfer needed to fund upcoming CLE registration fees and Glacier.

**DEPARTMENT HEAD SIGNATURE**

**DATE**

**APPROVED COMMISSIONERS' COURT**

**ATTEST COUNTY CLERK**

**AI-60143** **2017 Intradept. (line item)Transfers** **3. AA.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted By:** Angie Chapa, LAW LIBRARY

**Department:** LAW LIBRARY

---

**Information**

**CAPTION**

2017 - Law Library (1247)

**BACKGROUND**

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**Fiscal Impact**

**CALENDAR YEAR:** 2017 **ACCT. #:** 7-1247-412-50-100-001-0-XXX

**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Funding available as of 6/8/17.

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**Attachments**

LIT

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/06/2017 03:49 PM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |
| Form Started By: Angie Chapa | | Started On: 06/06/2017 01:56 PM |
| Final Approval Date: 06/09/2017 | | |

# HIDALGO COUNTY

Department Of Budget & Management

## INTRA-DEPARTMENTAL TRANSFER FORM

**DATE:** _____

**DEPARTMENT HEAD:** _____

**DEPARTMENT NAME:** _____

**ACCOUNT NUMBER:** _____

**CONTACT PERSON:** _____ **PHONE:** _____

**SUBJECT:** Intradepartmental Transfer(s)

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

| FROM OBJECT CODE | OBJECT DESCRIPTION | TO OBJECT CODE | OBJECT DESCRIPTION | AMOUNT |
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| | | | TOTAL | $ |

**REASON:** _____

**Department Head Signature** **Date**

**Approved Commissioners' Court** **Attest County Clerk**

**AI-60129** **2017 Intradept. (line item)Transfers** **3. BB.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted By:** Sandra Deleon, COUNTY JUDGE

**Department:** COUNTY JUDGE

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**Information**

**CAPTION**

2017 - County Judge (1100)

**BACKGROUND**

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**Fiscal Impact**

**CALENDAR YEAR:** **ACCT. #:**

**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

**CALENDAR YEAR:** 2017 **ACCT. #:** 7-1100-413-00-110-006-0-583

**FUNDS AVAILABLE Y/N?:** y **MATCHING FUNDS Y/N?:** n/a

**BUDGETARY IMPACT:**

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**Attachments**

transfer-revised

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/05/2017 03:58 PM |
| Linda Flores | Linda Flores | 06/08/2017 01:35 PM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |
| Form Started By: Sandra Deleon | | Started On: 06/05/2017 03:46 PM |
| Final Approval Date: 06/09/2017 | | |

**DATE:** June 5, 2017

**DEPARTMENT HEAD:** Judge Ramon Garcia

**DEPARTMENT NAME:** County Judge's Office

**ACCOUNT NUMBER:** 7-1100-413-00-110-006-0-XXX

**SUBJECT:** **Intra-departmental Transfer/s (increase/decrease) in Accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.**

**Honorable Commissioners' Court of Hidalgo County:**

**I would like to request the following Intra-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.**

| FROM OBJECT CODE | OBJECT NAME | TO OBJECT CODE | OBJECT NAME | AMOUNT |
|---|---|---|---|---|
| 583 | Travel - Out of County | 340 | Technical | 1,137.50 |
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| | | | TOTAL | 1,137.50 |

**REASON**: Transfer needed for the monthly subscription (online services) with Thomson Reuters-West Publishing Corporation for a transfer employee for June-December 2017.

**DEPARTMENT HEAD SIGNATURE**

**APPROVED COMMISSIONERS' COURT**

**DATE** / /

**ATTEST COUNTY CLERK**

**AI-60088** **2017 Intradept. (line item)Transfers** **3. CC.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted For:** Irma Castillo, PLANNING DEPT.

**Submitted By:** Irma Castillo, PLANNING DEPT.

**Department:** PLANNING DEPT.

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## Information

**CAPTION**

2017 - Planning Dept. (1100)

**BACKGROUND**

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## Fiscal Impact

**CALENDAR YEAR:** 2017 **ACCT. #:** 7-1100-419-10-210-001-0-XXX

**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:** n/a

**BUDGETARY IMPACT:**

Funds available as of 6-1-17.

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## Attachments

LIT061317

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/01/2017 01:10 PM |
| Linda Flores | Linda Flores | 06/01/2017 04:23 PM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |
| Form Started By: Irma Castillo | | Started On: 06/01/2017 12:56 PM |
| Final Approval Date: 06/09/2017 | | |

T. J. ARREDONDO,
CFM
DIRECTOR OF
PLANNING

HIDALGO COUNTY
PLANNING DEPT.

DATE: JUNE 1, 2017

DEPARTMENT HEAD: T.J. Arredondo, CFM, Director of Planning

DEPARTMENT NAME: Planning Department

ACCOUNT NUMBER: 7-1100-419-10-210-001-0.

SUBJECT: BUDGET LINE ITEM TRANSFER(S)
Submit to you for your consideration the following line-item transfer(s) in accordance with Local Government Code, Chapter III, Subchapter C.

| FROM ACCOUNT NUMBER | ACCOUNT NAME | | TO ACCOUNT NUMBER | ACCOUNT NAME | AMOUNT |
|---|---|---|---|---|---|
| 7-1100-419-10-210-001-0-660 | Furnishings & Equipment | → | 7-1100-419-10-210-001-0-751 | Machinery & Equipment | $3,193.05 |
| 7-1100-419-10-210-001-0-660 | Furnishings & Equipment | → | 7-1100-419-10-210-001-0-610 | General Supplies | $602.58 |
| | | → | | | |
| | | → | | | |
| | | | | | **$3,795.63** |

Comments: Replacing a Back-up Drive for the Server that went out.

6-1-17
Department Head Signature

Approved Commissioners' Court

___/___/___
Date

Attest County Clerk

LIT061317

**AI-60154** **2017 Intradept. (line item)Transfers** **3. DD.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted For:** Marty Salazar, PURCHASING DEPT.

**Submitted By:** Nielda Cavazos, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

---

## Information

**CAPTION**

2017 - Purchasing (1100)

**BACKGROUND**

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## Fiscal Impact

**CALENDAR YEAR:** 2017 **ACCT. #:** 7-1100-415-18-160-001-0-XXX

**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Funds available as of 06/07/2017.

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## Attachments

LIT

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing - Internal (Originator) | Marty Salazar | 06/06/2017 06:53 PM |
| Budget & Management | Veronica Ortiz | 06/07/2017 08:19 AM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |
| Form Started By: Nielda Cavazos | | Started On: 06/06/2017 02:57 PM |
| Final Approval Date: 06/09/2017 | | |

# HIDALGO COUNTY

Department Of Budget & Management

## INTRA-DEPARTMENTAL TRANSFER FORM

**DATE:** _____

**DEPARTMENT HEAD:** _____

**DEPARTMENT NAME:** _____

**ACCOUNT NUMBER:** _____

**CONTACT PERSON:** _____ **PHONE:** _____

**SUBJECT:** Intradepartmental Transfer(s)

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

| FROM OBJECT CODE | OBJECT DESCRIPTION | TO OBJECT CODE | OBJECT DESCRIPTION | AMOUNT |
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| | | | TOTAL | $ |

**REASON:** _____

**Department Head Signature** **Date**

**Approved Commissioners' Court** **Attest County Clerk**

**AI-60141** **2017 Intradept. (line item)Transfers** **3. EE.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted For:** Rosie Hinojosa, SHERIFF DEPT.

**Submitted By:** Rosie Hinojosa, SHERIFF DEPT.

**Department:** SHERIFF DEPT.

---

## Information

**CAPTION**

2017 - Sheriff's Federal Sharing - U.S. Treasury (1228)

**BACKGROUND**

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## Fiscal Impact

**CALENDAR YEAR:** 2017 **ACCT. #:** 7-1228-421-00-280-006-0-xxx

**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:** N

**BUDGETARY IMPACT:**

Funds available as of 06/06/2017.

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## Attachments

LIT

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Emilia Uriegas | Emilia Uriegas | 06/06/2017 02:51 PM |
| Budget & Management | Veronica Ortiz | 06/06/2017 02:52 PM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |
| Form Started By: Rosie Hinojosa | | Started On: 06/06/2017 12:02 PM |
| Final Approval Date: 06/09/2017 | | |

**DATE:** June 6, 2017

**2017**
**Transfer**

**AI -**

**DEPARTMENT HEAD:** Sheriff J. E. "Eddie" Guerra

**DEPARTMENT NAME:** Sheriff's Federal Sharing - US Treasury (Fund 1228)

**ACCOUNT NUMBER:** 7-1228-421-00-280-006-0-XXX

**Contact Person:** Rosie Hinojosa **Ph#:** (956) 383-8114 Ext. 6029

**SUBJECT:** **Intradepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

| FROM OBJECT CODE | OBJECT DESCRIPTION | TO OBJECT CODE | OBJECT DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| 752 | Vehicles | 336 | Computer Services | 20,000.00 |
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| | | | TOTAL | 20,000.00 |

**REASON**: ***To appropriate monies for anticipated expeses.***

**DEPARTMENT HEAD SIGNATURE**

/ /
**DATE**

**APPROVED COMMISSIONERS' COURT**

**ATTEST COUNTY CLERK**

**AI-60067** **2017 Intradept. (line item)Transfers** **3. FF.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted By:** Joe Espinoza,
CONSTABLE
PCT. #1

**Department:** CONSTABLE PCT. #1

---

**Information**

**CAPTION**

2017 - Constable Pct. 1 (1100)

**BACKGROUND**

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**Fiscal Impact**

**CALENDAR YEAR:** 2017 **ACCT. #:** 7-1100-421-00-291-001-0-XXX

**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Funds available for transfer.

---

**Attachments**

Line Item Trans

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 05/31/2017 11:22 AM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |
| Form Started By: Joe Espinoza | | Started On: 05/31/2017 08:50 AM |
| Final Approval Date: 06/09/2017 | | |

**DATE:** **May 30, 2017**

**DEPARTMENT HEAD:** **Celestino Avila, Constable**

**DEPARTMENT NAME:** **Precinct 1 Constable - (291)**

**ACCOUNT NUMBER:** **7-1100-421-00-291-001-0-xxx**

**SUBJECT:** **Intra-departmental Transfer/s (increase/decrease) in Accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intra-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

| **FROM** OBJECT CODE | OBJECT DESCRIPTION | **TO** OBJECT CODE | OBJECT DESCRIPTION | **AMOUNT** |
|---|---|---|---|---|
| | | | | |
| 550 | Printing and Binding | 583 | Travel Out of County | $138.00 |
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| | | | TOTAL | **138.00** |

**REASON**: **Transfer is needed to cover an expense for a training.**

**Joe F. Espinosa**
**DEPARTMENT HEAD SIGNATURE/ DESIGNEE**

**APPROVED COMMISSIONERS' COURT**

**/ /**
**DATE**

**ATTEST COUNTY CLERK**

**AI-60080** **2017 Intradept. (line item)Transfers** **3. GG.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted For:** Horaldo Sanchez, CONSTABLE PCT. #4

**Submitted By:** Nayla Munoz, CONSTABLE PCT. #4

**Department:** CONSTABLE PCT. #4

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**Information**

**CAPTION**

2017 - Constable Precinct 4 (1100)

**BACKGROUND**

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**Fiscal Impact**

**CALENDAR YEAR:** 2017 **ACCT. #:** 7-1100-421-00-294-001-0-XXX

**FUNDS AVAILABLE Y/N?:** y **MATCHING FUNDS Y/N?:** n/a

**BUDGETARY IMPACT:**

Funds available 6-6-17

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**Attachments**

LIT6117

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/01/2017 02:21 PM |
| Linda Flores | Linda Flores | 06/06/2017 11:44 AM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |
| Form Started By: Nayla Munoz | | Started On: 06/01/2017 10:59 AM |
| Final Approval Date: 06/09/2017 | | |

# BUDGET INTRADEPARTMENTAL TRANSFER REQUEST

**DATE:** June 1, 2017

**DEPARTMENT HEAD:** A. "J.R." GAITAN

**DEPARTMENT NAME:** CONSTABLE PRECINCT 4

**ACCOUNT NUMBER:** 7-1100-421-00-294-001-0

**SUBJECT:** Budget Intradepartmental Transfer

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following Intradepartmental Budget Tranfer(s) in accordance with Local Government Code, Chapter 111, Subchapter C.

| **FROM** OBJECT CODE | OBJECT DESCRIPTION | **TO** OBJECT CODE | OBJECT DESCRIPTION | **AMOUNT** |
|---|---|---|---|---|
| **550** | Printing & Binding | **752** | Vehicles | **$513.56** |
| **780** | Capital Leases | **520** | Insurance | **$467.10** |
| **430** | Repair & Maint Srv | **520** | Insurance | **$1,775.40** |
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| | | | **TOTAL** | **$2,756.06** |

**REASON:** Transfer needed to cover expenditures for vehicle equipment for new units and renewal of surety bonds.

*/s/ Horaldo Sanchez*
HORALDO SANCHEZ *for Constable A. "J.R." Gaitan*

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

**AI-60259** **2017 Interdepartmental Transfers** **4. A.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted For:** Eddie Cantu, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #2

**Department:** COMM. PCT. #2

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**Information**

**CAPTION**

Pct 2 Whalen Rd Project (1200):
Approval of 2017 interdepartmental transfer from Pct 2 Rd Maint to Pct 2 Whalen Rd (Jackson Rd to 10 St.) Project in the amount of $149,467.95 to fund project expenditures.

**BACKGROUND**

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**Fiscal Impact**

**CALENDAR YEAR:** 2017 **ACCT. #:** 7-1200-431-00-122-XXX-0-XXX

**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:** N

**BUDGETARY IMPACT:**

Funding available in Pct 2 Rd Maint-Other as of 6/9/17.

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**Attachments**

Transfer

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/09/2017 01:24 PM |
| Linda Flores | Linda Flores | 06/09/2017 04:29 PM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |
| Form Started By: Erika Zamora | | Started On: 06/09/2017 12:47 PM |
| Final Approval Date: 06/09/2017 | | |

**DATE:** June 13, 2017

**DEPARTMENT HEAD:** Commissoner Eduardo "Eddie" Cantu

**2017**
**Interdepartmental Transfer**

**DEPARTMENT NAME:** Hidalgo County Precinct #2 Whalen Rd Prj

**ACCOUNT NUMBER:** 7-1200-431-00-122-XXX-0-XXX

**CONTACT PERSON:** Erika Zamora **PHONE:** (956) 787-1891 Ext. 2015

**SUBJECT:** **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

| INCREASE / DECREASE ACCOUNT NUMBER | ACCOUNT (OBJECT) NAME | | AMOUNT |
|---|---|---|---|
| | | | |
| **FROM** | | | |
| **7-1200-431-00-122-006-0- 890** | **Pct 2 Rd Maint** | **Other** | **(149,467.95)** |
| | | | |
| | | | |
| | | | |
| | | | |
| **TO** | | | |
| **7-1200-431-00-122-139-0- 721** | **Pct 2 Whalen Rd Prj (Jackson Rd -10th St)** | **Roads** | **64,271.22** |
| **7-1200-431-00-122-139-0- 841** | **Pct 2 Whalen Rd Prj (Jackson Rd -10th St)** | **Aid to Govt Agency** | **85,196.73** |
| | | | |
| | | | |
| | | | |
| | **TOTAL BUDGET INCREASE (DECREASE)** | | **0.00** |

**REASON:**
**To fund Work Auth#1 with B2Z for engineering expenditures.**

**SIGNATURE**

**COMMISSIONERS COURT** / / **DATE** **ATTEST, COUNTY CLERK**

**AI-60247** **2017 Interdepartmental Transfers** **4. B.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted For:** Eddie Cantu, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #2

**Department:** COMM. PCT. #2

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**Information**

**CAPTION**

Pct 2 Adm (1200):
Approval of 2017 interdepartmental transfer from Pct 2 Rd Maint to Pct 2 Adm in the amount of $7,987.00 to fund software purchase and disposal services.

**BACKGROUND**

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**Fiscal Impact**

**CALENDAR YEAR:** 2017 **ACCT. #:** 7-1200-431-00-122-00X-0-XXX

**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:** N

**BUDGETARY IMPACT:**

Funding available in Pct 2 Rd Maint as of 6/9/17.

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**Attachments**

Transfer

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/09/2017 11:41 AM |
| Linda Flores | Linda Flores | 06/09/2017 04:18 PM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |
| Form Started By: Erika Zamora | | Started On: 06/09/2017 10:02 AM |
| Final Approval Date: 06/09/2017 | | |

**DATE:** June 13, 2017

**DEPARTMENT HEAD:** Commissoner Eduardo "Eddie" Cantu

# 2017

**Interdepartmental Transfer**

**DEPARTMENT NAME:** Hidalgo County Precinct #2 Adm

**ACCOUNT NUMBER:** 7-1200-431-00-122-00X-0-XXX

**CONTACT PERSON:** Erika Zamora **PHONE:** (956) 787-1891 Ext. 2015

**SUBJECT:** **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

| INCREASE / DECREASE ACCOUNT NUMBER | ACCOUNT (OBJECT) NAME | | AMOUNT |
|---|---|---|---|
| | | | |
| **FROM** | | | |
| **7-1200-431-00-122-006-0- 890** | **Pct 2 Rd Maint** | **Other** | **(7,987.00)** |
| | | | |
| | | | |
| | | | |
| | | | |
| **TO** | | | |
| **7-1200-431-00-122-005-0- 761** | **Pct 2 Adm** | **Software** | **5,687.00** |
| **7-1200-431-00-122-005-0- 421** | **Pct 2 Adm** | **Disposal** | **2,300.00** |
| | | | |
| | | | |
| | | | |
| | **TOTAL BUDGET INCREASE (DECREASE)** | | **0.00** |

**REASON:**

**To fund purchase of manager plus software and disposal services.**

**SIGNATURE**

/ /

**COMMISSIONERS COURT** **DATE** **ATTEST, COUNTY CLERK**

**AI-60252** **2017 Interdepartmental Transfers** **4. C.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted For:** Eddie Cantu, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #2

**Department:** COMM. PCT. #2

---

**Information**

**CAPTION**

CO2014-Pct 2 (1345):
Approval of 2017 interdepartmental transfer from CO2014-Pct 2 Lopezville Park Project to CO2014-Pct 2 in the amount of $8,707.00 to fund purchase of equipment.

**BACKGROUND**

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**Fiscal Impact**

**CALENDAR YEAR:** 2017 **ACCT. #:** 7-1345-4XX-00-122-XXX-0-7XX

**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Funds available as of 06/09/2017, in CO2014- Pct 2 Lopezville account obj codes 710 & 740 in the amount of $8,707.00.

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**Attachments**

Transfer

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/09/2017 11:31 AM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |
| Form Started By: Erika Zamora | | Started On: 06/09/2017 11:27 AM |
| Final Approval Date: 06/09/2017 | | |

**DATE:** June 13, 2017

**DEPARTMENT HEAD:** Commissoner Eduardo "Eddie" Cantu

# 2017

**Interdepartmental Transfer**

**DEPARTMENT NAME:** Hidalgo County Precinct #2 CO2014

**ACCOUNT NUMBER:** 7-1345-4XX-00-122-XXX-0-7XX

**CONTACT PERSON:** Erika Zamora **PHONE:** (956) 787-1891 Ext. 2015

**SUBJECT:** **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

| INCREASE / DECREASE ACCOUNT NUMBER | ACCOUNT (OBJECT) NAME | | AMOUNT |
|---|---|---|---|
| | | | |
| **FROM** | | | |
| **7-1345-452-00-122-054-0- 710** | **CO2014-Pct 2 Lopezville Park** | **Land** | **(2,250.00)** |
| **7-1345-452-00-122-054-0- 740** | **CO2014-Pct 2 Lopezville Park** | **Improvements** | **(6,457.00)** |
| | | | |
| | | | |
| | | | |
| **TO** | | | |
| **7-1345-431-00-122-112-0- 751** | **CO2014-PCT 2** | **Machinery & Equipment** | **8,707.00** |
| | | | |
| | | | |
| | | | |
| | | | |
| | **TOTAL BUDGET INCREASE (DECREASE)** | | **0.00** |

**REASON:**

**To fund purchase of loader from Doggett.**

**SIGNATURE**

/ /

**COMMISSIONERS COURT** **DATE** **ATTEST, COUNTY CLERK**

**AI-60239** **2017 Interdepartmental Transfers** **4. D.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted For:** Damaris San Miguel, BUDGET & MANAGEMENT

**Submitted By:** Miguel Martinez, BUDGET & MANAGEMENT

**Department:** BUDGET & MANAGEMENT

---

**Information**

**CAPTION**

Visiting Judges (1100):
Requesting approval of 2017 interdepartmental transfer from Co Wide Adm - Contingency to Visiting Judges in the amount of $90,000.00

**BACKGROUND**

---

**Fiscal Impact**

**CALENDAR YEAR:** 2017 **ACCT. #:** 7-1100-41X-00-115-0XX-0-XXX

**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Funding available as of 6/9/17.

---

**Attachments**

Inter Transfer

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/09/2017 08:34 AM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |
| Form Started By: Miguel Martinez | | Started On: 06/09/2017 08:17 AM |
| Final Approval Date: 06/09/2017 | | |

**DATE:** June 9, 2017

**DEPARTMENT HEAD:** Sergio Cruz, Budget Officer

**DEPARTMENT NAME:** Dept. of Budget & Mgmt for Visiting Judges

**ACCOUNT NUMBER:** 7-1100-41X-00-115-0XX-0-XXX

**2017**
**Transfer**
AI-60239

**CONTACT PERSON:** Miguel Martinez **PHONE:** (956) 292-7025 Ext. 5407

**SUBJECT:** **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

| INCREASE/DECREASE ACCOUNT NUMBER | ACCOUNT (OBJECT) NAME | | AMOUNT |
|---|---|---|---|
| | | | |
| FROM | | | |
| 7-1100-415-00-115-002-0- 899 | CO WIDE ADM- | CONTINGENCY | (90,000.00) |
| | | | |
| | | | |
| TO | | | |
| 7-1100-412-00-115-014-0- 121 | VISITING JUDGES | TEMP F/T EMPLOYEES | 75,000.00 |
| 7-1100-412-00-115-014-0- 831 | VISITING JUDGES | COURT COST & INVESTIGATION | 15,000.00 |
| | | | |
| | | | |
| | | | |
| TOTAL BUDGET INCREASE (DECREASE) | | | $ - |

**REASON:** **Transfer needed to cover negative balance and estimated expenditures.**

SIGNATURE

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

**AI-60155** **2017 Interdepartmental Transfers** **4. E.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted For:** David Fuentes, COMM. PCT. #1

**Submitted By:** Yolanda Estrada, COMM. PCT. #1

**Department:** COMM. PCT. #1

## Information

**CAPTION**

Pct 1 - Admin. (1200)
Approval of 2017 interdepartmental transfer from R&B (005) to Administration (004) in the amount of $2024.01

**BACKGROUND**

## Fiscal Impact

**CALENDAR YEAR:** 2017 **ACCT. #:** 7-1200-431-00-121-004-0-XXX

**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Funds available as of 06/08/17
(890) to (336)

## Attachments

Transfer

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/06/2017 03:54 PM |
| Linda Flores | Linda Flores | 06/08/2017 11:48 AM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |
| Form Started By: Yolanda Estrada | | Started On: 06/06/2017 02:59 PM |
| Final Approval Date: 06/09/2017 | | |

**DATE:** June 6, 2017

**DEPARTMENT HEAD:** Commissioner David Fuentes

**DEPARTMENT NAME:** Hidalgo County Precinct No.1

**ACCOUNT NUMBER:**

**CONTACT PERSON:** Yolanda Estrada **PHONE:** (956) 968-8733 Ext. 1021

# 2017
**Interdepartmental Transfer**

**AI-60155**

**SUBJECT:** **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

| INCREASE / DECREASE ACCOUNT NUMBER | ACCOUNT (OBJECT) NAME | | AMOUNT |
|---|---|---|---|
| | | | |
| **FROM:** | | | |
| 7-1200-431-00-121-005-0- 890 | PCT 1 RD MAINT-OTHER | | (2,024.01) |
| | | | |
| | | | |
| | | | |
| | | | |
| **TO:** | | | |
| 7-1200-431-00-121-004-0- 336 | PCT 1 ADM- COMPUTER SERVICES | | 2,024.01 |
| | | | |
| | | | |
| | | | |
| | | | |
| | **TOTAL BUDGET INCREASE (DECREASE)** | | - |

**REASON:** This transfer is to cover future expenditures.

**DEPARTMENT HEAD SIGNATURE**

**COMMISSIONERS COURT**

____/____/____
**DATE**

**ATTEST, COUNTY CLERK**

**AI-60115** **2017 Interdepartmental Transfers** **4. F.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted For:** Rosie Cantu, DISTRICT ATTORNEY

**Submitted By:** Obdett Calzada, DISTRICT ATTORNEY

**Department:** DISTRICT ATTORNEY

---

**Information**

**CAPTION**

District Attorney's Office (1100):
Approval of 2017 interdepartmental transfer from program 013 (DA CIVIL LITIGATION) to program 002 (CRIM DA) in the amount of $5,069.65.

**BACKGROUND**

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**Fiscal Impact**

**CALENDAR YEAR:** 2017 **ACCT. #:** 7-1100-412-00-080-0XX-0-XXX

**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Funds available as of 06/05/2017.

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**Attachments**

Inter from 013 to 002

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/02/2017 04:53 PM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |
| Form Started By: Obdett Calzada | | Started On: 06/02/2017 03:33 PM |
| Final Approval Date: 06/09/2017 | | |

**DATE:** June 2, 2017

**DEPARTMENT HEAD:** Ricardo Rodriguez, Jr.

**DEPARTMENT NAME:** Office of the Criminal District Attorney

**ACCOUNT NUMBER:** 7-1100-412-00-080-0XX-0-XXX

**CONTACT PERSON:** Obdett Calzada **PHONE:** (956) 292-7604 Ext. 8086

**2017**
**Transfer**
**AI- 60115**

**SUBJECT:** **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

| INCREASE/DECREASE ACCOUNT NUMBER | | ACCOUNT (OBJECT) NAME | | AMOUNT |
|---|---|---|---|---|
| | | | | |
| **FROM** | | | | |
| 7-1100-412-00-080-013-0- | 340 | DA CIVIL LITIGATION | TECHNICAL SRV | $ (180.64) |
| 7-1100-412-00-080-013-0- | 430 | DA CIVIL LITIGATION | REPAIR & MAINT SRV | $ (325.00) |
| 7-1100-412-00-080-013-0- | 532 | DA CIVIL LITIGATION | WIRELESS DEVICES | $ (29.36) |
| 7-1100-412-00-080-013-0- | 550 | DA CIVIL LITIGATION | PRINTING & BINDING | $ (115.05) |
| 7-1100-412-00-080-013-0- | 583 | DA CIVIL LITIGATION | TRAVEL OUT OF COUNTY | $ (797.21) |
| 7-1100-412-00-080-013-0- | 610 | DA CIVIL LITIGATION | GENERAL SUPPLIES | $ (697.42) |
| 7-1100-412-00-080-013-0- | 640 | DA CIVIL LITIGATION | REFERENCE MATERIALS | $ (13.00) |
| 7-1100-412-00-080-013-0- | 660 | DA CIVIL LITIGATION | FURN & EQUIP CNTRLD | $ (2.91) |
| 7-1100-412-00-080-013-0- | 753 | DA CIVIL LITIGATION | FURNITURE & FIXTURES | $ (0.86) |
| 7-1100-412-00-080-013-0- | 831 | DA CIVIL LITIGATION | COURT COSTS & INVEST | $ (2,908.20) |
| | | | | |
| **TO** | | | | |
| 7-1100-412-00-080-002-0- | 640 | CRIM DA | REFERENCE MATERIALS | $ 5,069.65 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | TOTAL BUDGET INCREASE (DECREASE) | | 0.00 |

**REASON:**

**Transfer needed to fund new editions of legal books for all prosecutors.**

**DEPARTMENT HEAD SIGNATURE**

**COMMISSIONERS COURT**

**DATE**

**ATTEST, COUNTY CLERK**

**AI-60081** **2017 Interdepartmental Transfers** **4. G.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted For:** Damaris San Miguel, BUDGET & MANAGEMENT

**Submitted By:** Ivan Cantu, BUDGET & MANAGEMENT

**Department:** BUDGET & MANAGEMENT

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**Information**

**CAPTION**

CCL #8 (1100):
Approval of 2017 interdepartmental transfer from Co. Wide Adm.-Contingency to County Court at Law #8 in the amount of $1,950.00 to fund purchase of new computer equipment (PO #752853).

**BACKGROUND**

PO #752853 for Dell rolled over from last year and needs to be paid.

---

**Fiscal Impact**

**CALENDAR YEAR:** 2017 **ACCT. #:** 7-1100-41X-00-XXX-00X-0-XXX

**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Funds available as of 06/02/2017.
(To fund PO #752853 for Dell; computer equipment was received by user dept; however, due to invoice discrepancies the invoice was not paid in a timely manner, thus causing the PO rollover.)

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**Attachments**

CCL #8 transfer

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Ivan Cantu (Originator) | Ivan Cantu | 06/01/2017 01:53 PM |
| Budget & Management | Veronica Ortiz | 06/01/2017 02:23 PM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |
| Form Started By: Ivan Cantu | | Started On: 06/01/2017 11:15 AM |
| Final Approval Date: 06/09/2017 | | |

**DATE:** June 13, 2017

**DEPARTMENT HEAD:** Sergio Cruz, Budget Officer

**DEPARTMENT NAME:** Department of Budget & Mgmt for CCL #8

**ACCOUNT NUMBER:** 7-1100-41X-00-XXX-00X-0-XXX

**CONTACT PERSON:** Ivan Cantu, Budget Analyst III **PHONE:** ext. 5425

# 2017

**Interdepartmental Transfer**

**SUBJECT:** **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

| INCREASE/DECREASE ACCOUNT NUMBER | ACCOUNT (OBJECT) NAME | | AMOUNT |
|---|---|---|---|
| | | | |
| **FROM:** | | | |
| 7-1100-415-00-115-002-0- 899 | Co. Wide Adm.- | Contigency | (1,950.00) |
| | | | |
| | | | |
| | | | |
| | | | |
| **TO:** | | | |
| 7-1100-412-00-028-001-0- 660 | CCL #8- | Furn. & Equip. Contrld | 1,950.00 |
| | | | |
| | | | |
| | | | |
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| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| **TOTAL BUDGET INCREASE (DECREASE)** | | | - |

**REASON:** To fund PO #752853 for Dell for the purchase of new computer equipment. This PO rolled over from last year. The computer equipment was received by the department; however, due to invoice discrepencies the invoice was not paid in a timely manner, thus causing the PO rollover.

**DEPARTMENT HEAD SIGNATURE**

**COMMISSIONERS COURT** / / **DATE** **ATTEST, COUNTY CLERK**

**AI-60131** **2017 Interdepartmental Transfers** **4. H.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted By:** Nick Perez, COMM. PCT. #4

**Department:** COMM. PCT. #4

---

**Information**

**CAPTION**

Pct. 4 (1100):
Approval of 2017 interdepartmental transfer from Pct. 4 Parks to Pct. 4 Milo Ponce Park in the amount of $89,360.00.

**BACKGROUND**

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**Fiscal Impact**

**CALENDAR YEAR:** 2017 **ACCT. #:** 7-1100-452-00-124-XXX-0-XXX

**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Funding available as of 6/6/17.

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**Attachments**

AI-60131

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/06/2017 09:21 AM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |
| Form Started By: Nick Perez | | Started On: 06/06/2017 09:10 AM |
| Final Approval Date: 06/09/2017 | | |

# HIDALGO COUNTY

## Department Of Budget & Management

## INTERDEPARTMENTAL TRANSFER FORM

**DATE:** _____

**DEPARTMENT HEAD:** _____

**DEPARTMENT NAME:** _____

**ACCOUNT NUMBER:** _____

**CONTACT PERSON:** _____ **PHONE:** _____

**PREPARED BY:** _____

**SUBJECT:** _____

Hidalgo County Auditor's Office:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

| Account Number | Account Name | Increase/(Decrease) Amount |
|---|---|---|
| FROM: | | |
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| TO: | | |
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**TOTAL BUDGET INCREASE (DECREASE)** **$** **-**

**REASON:** _____

**AUTHORIZED SIGNATURE/DBM** _____ **DATE** _____

**AI-60121** **2017 Interdepartmental Transfers** **4. I.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted By:** Nick Perez, COMM. PCT. #4

**Department:** COMM. PCT. #4

## Information

**CAPTION**

Pct 4 (1200):
Approval of interdepartmental transfer from Pct. 4 Admin. to Pct. 4 Rd Maint. in the amount of $4,246.68.

**BACKGROUND**

## Fiscal Impact

**CALENDAR YEAR:** 2017 **ACCT. #:** 7-1200-431-00-124-00X-0-XXX

**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Funding available as of 6/5/17.

## Attachments

AI-60121

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/05/2017 10:22 AM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |
| Form Started By: Nick Perez | | Started On: 06/05/2017 09:46 AM |
| Final Approval Date: 06/09/2017 | | |

# HIDALGO COUNTY

## Department Of Budget & Management

## INTERDEPARTMENTAL TRANSFER FORM

**DATE:** _____

**DEPARTMENT HEAD:** _____

**DEPARTMENT NAME:** _____

**ACCOUNT NUMBER:** _____

**CONTACT PERSON:** _____ **PHONE:** _____

**PREPARED BY:** _____

**SUBJECT:** _____

Hidalgo County Auditor's Office:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

| Account Number | Account Name | Increase/(Decrease) Amount |
|---|---|---|
| FROM: | | |
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| TO: | | |
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**TOTAL BUDGET INCREASE (DECREASE)** **$** **-**

**REASON:** _____

**AUTHORIZED SIGNATURE/DBM** _____ **DATE** _____

**AI-60229** **2017 Interdepartmental Transfers** **4. J.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted For:** Joseph Palacios, COMM. PCT. #4 **Submitted By:** Nick Perez, COMM. PCT. #4

**Department:** COMM. PCT. #4

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**Information**

**CAPTION**

Pct.4 (1100)
Approval of 2017 interdepartmental transfer from Pct.4 Sanitation (program 001) to Pct.4 Doolittle Recovery (program 162) in the amount of $6,730.00

**BACKGROUND**

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**Fiscal Impact**

**CALENDAR YEAR:** 2017 **ACCT. #:** 7-1100-432-00-124-001-0-610

**FUNDS AVAILABLE Y/N?:** y **MATCHING FUNDS Y/N?:** n/a

**BUDGETARY IMPACT:**

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**Attachments**

AI-60229

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/08/2017 03:08 PM |
| Linda Flores | Linda Flores | 06/09/2017 04:13 PM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |
| Form Started By: Nick Perez | | Started On: 06/08/2017 02:59 PM |
| Final Approval Date: 06/09/2017 | | |

# HIDALGO COUNTY

## Department Of Budget & Management

## INTERDEPARTMENTAL TRANSFER FORM

**DATE:** _____

**DEPARTMENT HEAD:** _____

**DEPARTMENT NAME:** _____

**ACCOUNT NUMBER:** _____

**CONTACT PERSON:** _____ **PHONE:** _____

**PREPARED BY:** _____

**SUBJECT:** _____

Hidalgo County Auditor's Office:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

| Account Number | Account Name | Increase/(Decrease) Amount |
|---|---|---|
| FROM: | | |
| | | |
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| TO: | | |
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**TOTAL BUDGET INCREASE (DECREASE)** **$** **-**

**REASON:** _____

**AUTHORIZED SIGNATURE/DBM** _____ **DATE** _____

**AI-60244** **2017 Interdepartmental Transfers** **4. K.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted For:** Joseph Palacios, COMM. PCT. #4 **Submitted By:** Nick Perez, COMM. PCT. #4

**Department:** COMM. PCT. #4

---

**Information**

**CAPTION**

Pct. 4 (1100):
Approval of 2017 interdepartmental transfer from Pct. 4 Parks to Pct. 4 CRC Sunflower in the amount of $548.00.

**BACKGROUND**

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**Fiscal Impact**

**CALENDAR YEAR:** 2017 **ACCT. #:** 7-1100-4XX-00-124-XXX-0-XXX

**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Funding available as of 6/9/17.

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**Attachments**

AI-60244

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/09/2017 09:46 AM |
| Budget & Management | Veronica Ortiz | 06/09/2017 09:46 AM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |
| Form Started By: Nick Perez | | Started On: 06/09/2017 09:35 AM |
| Final Approval Date: 06/09/2017 | | |

# HIDALGO COUNTY

## Department Of Budget & Management

## INTERDEPARTMENTAL TRANSFER FORM

**DATE:** _____

**DEPARTMENT HEAD:** _____

**DEPARTMENT NAME:** _____

**ACCOUNT NUMBER:** _____

**CONTACT PERSON:** _____ **PHONE:** _____

**PREPARED BY:** _____

**SUBJECT:** _____

Hidalgo County Auditor's Office:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

| Account Number | Account Name | Increase/(Decrease) Amount |
|---|---|---|
| FROM: | | |
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| TO: | | |
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**TOTAL BUDGET INCREASE (DECREASE)** **$** **-**

**REASON:** _____

**AUTHORIZED SIGNATURE/DBM** _____ **DATE** _____

**AI-60176** **Planning Department** **5. A.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted For:** Irma Castillo, PLANNING DEPT.

**Submitted By:** Irma Castillo, PLANNING DEPT.

**Department:** PLANNING DEPT.

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## Information

**CAPTION**

1. Certificate of Plat and Utility Status under Texas Local Government Code Section 232.028 (b)
2. Certificate of Water Service Availability under Texas Local Government Code Section 232.029 (c) (2)

**BACKGROUND**

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## Fiscal Impact

## Attachments

Pct 1 Cert Plat & Utility Status 06-13-17
Pct 1 Water Service Availability 06-13-17
Pct 2 & 4 Cert Plat & Utility Status 06-13-17
Pct 2 & 4 Water Service Availability 06-13-17
Pct 3 Water Service Availability 06-13-17

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/07/2017 02:32 PM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |
| Form Started By: Irma Castillo | | Started On: 06/07/2017 01:03 PM |
| Final Approval Date: 06/09/2017 | | |

| | PLANNING DEPT. PCT.#1 CERTIFICATE OF PLAT & UTILITY STATUS | |
|---|---|---|
| | APPLICANT | APPLICATION NO. |
| 1. | ALYDA LOPEZ C/O DULCE MARIA LOPEZ | 1-13213 |
| 2. | VELIA PEREZ | 1-14910 |
| 3. | FABIOLA FLORES | 1-14851 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | COMM. COURT: JUNE 13, 2017 | |

# PLANNING DEPARTMENT

## County of Hidalgo

Rev. 06-03-15


Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

T.J. Arredondo, CFM
*Director of Planning*


**Precinct** ① 2 3 4

**Application No:** 1-13213

## HIDALGO COUNTY
## CERTIFICATE OF PLAT AND UTILITY STATUS
## UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

**Upon the application of:** Alyda Lopez /C.O

**Name:** Dulce Maria Lopez

**Address:** 8810 Palos St.
Weslaco TX 78599

**Phone:** 956 3767737

| | Approved by Environmental Health: | Temporary Service | Final Service |
|---|---|---|---|
| | | Authorized Signature | Authorized Signature |
| | Inspection/Permit No: | | |
| | Date Approved: | / / | / / |

**Water Supplier:** NAWSC

**Utility Provider:** [ ]M.V.E.C. [ ] AEP

**Account/ESI No.:** N/A
[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Palos Rojos Lot # 36 ,

on _____, 20_____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in **"yes"** or **"no"** in each blank

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 7-3-03 );

Yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by Gilbert Reina );

No an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by _____ );

Yes individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by _____ );

Yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by _____ );

_____ _____ _____
**Planning Department Authorized Signature** **Hidalgo County Judge** **Date**

**ATTEST:** _____ _____
**Hidalgo County Clerk** **Date**

# PLANNING DEPARTMENT

## County of Hidalgo

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956-205-7045
956-205-7049

T.J. Arredondo, CFM
*Director of Planning*


**Precinct** (1) 2 3 4

**Application No:** 1-13213

### REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

**Name:** Dulce Maria Lopez

**Address:** 8810 Palos St.

Weslaco TX 78599

**Phone:** 956 570 7737

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

Palos Rojas lot #30

STATUS OF PERSON OR ENTITY MAKING REQUEST:

_____ Subdivider
✓ Owner of lot in subdivision
_____ Resident of lot in a subdivision
_____ Entity that provides utility service

Dulce Maria Lopez — Requesting Party (Signature)

5.30.17 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

✓ Deed
_____ Executory Contract
_____ Lease
_____ Rent Receipt
_____ Affidavit
✓ Other (describe) permit

**This part to be filled out by receiving county official:**

**Location of land verified and completed request accepted by Hidalgo County for processing on:**

5/30/17 — **Date**

**County Official**

AFFIDAVIT

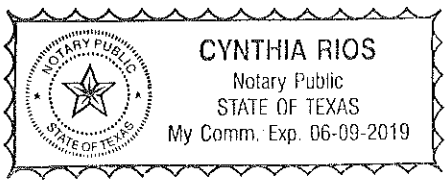
State of Texas
County of Hidalgo

I, Alyda Lopez, with this affidavit acknowledge that Dulce Maria Lopez has full authority to apply for a development application at the property located at Palos Rojos Subdivision Lot #36 and to submit this application with the Hidalgo County Planning Department. With this affidavit, I am indemnifying Hidalgo County and its employees should any negative consequences take place as a result of my authorization to allow Dulce Maria Lopez to apoly for a permit with hidalgo County.

Sincerely,

Alyda Lopez

Sworn to and subscribed before me the undersigned authority on this 23rd day of February 2016




Cynthia Rios, Notary Public
State of Texas
County of Hidalgo

Recorded On-2007-Nov-29 As-1830991

1830991

# SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

**Notice of confidentiality rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: Your social security number or your driver's license number.**

Date: July 9, 2007

Grantor: Palo Rojo, Inc., a Texas Corporation
Grantor's Mailing Address:
2009 North Conway
Mission, Texas 78572

Grantee: Alyda Lopez

Grantee's Mailing Address (including county):
Rt. 4 Box 305
Weslaco, Texas 78596
Hidalgo County, Texas

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Seventeen Thousand Six Hundred Dollars and No Cents ($17,600.00), and is executed by Grantee, payable to the order of Grantor (the "Purchase Note"). The Purchase Note is secured by a vendor's lien retained in this deed and by a deed of trust of even date to Robert Geissler, Trustee.

Property (including any improvements):

Lot(s) 036, Palos Rojos Subdivision, as shown by the map or plat thereof recorded in Volume 48, Pages 90-92, Map Records of Hidalgo County, Texas

Reservations from and Exceptions to Conveyance and Warranty:

1. A lien securing a promissory note (the "Prior Note"), dated September 30, 2004, payable to the order of First National Bank which is described in and secured by a Deed of Trust filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's Document Number 1398655. Grantor shall be obligated to obtain a release of the Property from all liens and security interests securing the Prior Note within 30 days of the date Grantee makes final payment on the Purchase Note;
2. Visible and apparent easements on or across the subject property;
3. Rights of parties in possession;
4. Easements, rights-of-way, and prescriptive rights, whether of record or not;
5. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
6. Rights of adjoining owners in any walls and fences situated on a common boundary;
7. Any discrepancies, conflicts, or shortages an area or boundary lines;
8. Any encroachments or overlapping of improvements;
9. All rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any Water Improvement District, Irrigation District, or other applicable governmental district, agency, or authority;
10. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;
11. The prior reservation or conveyance of all oil, gas, and other minerals previously reserved or conveyed by any parties having the right to do so;

Palo Rojo, Inc., a Texas Corporation

BY: _____
Norberto Salinas, President

MARIBEL SALINAS
Notary Public, State of Texas
My Commission Expires
August 18, 2010

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 9 day of July, 2007, by Norberto Salinas, President of Palo Rojo, Inc., a , a Texas Corporation on behalf of said , a Texas Corporation.

_____
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Alyda Lopez
Rt. 4 Box 305
Weslaco, Texas 78596
Hidalgo County, Texas

Software by ReMerge-It, LLC
(956) 630-9401
Sales@ReMerge-It.com

# Chapter 232 Texas LGC Application

APPLICATION NO:
1-13213
Mar. 4, 2016

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1902 JOE STEPHENS WESLACO TX 78596
TEL 968-4724 FAX 447-8612

P3108-00-000-0036-00

[ 1] OWNER: LOPEZ, ALYDA

734 E. MILE 13
WESLACO, TEXAS 78596
Telephone No. 854-8282

[ 2] CONTRACTOR: SELF

[ 3] WATER SYSTEM: N AL

[ 4] PURPOSE OF APPLICATION: NEW RESIDENCE
25-RESIDENTIAL NEW SINGLE DWELLING

[ 5] SIZE OF STRUCTURE: 1,200 Sq. Ft.

[ 6] USE OF BUILDING: NEW RES ZONE X-25

[ 7] LEGAL DESC./NAME OF SUBDIVISION
PALOS ROJOS LOT#36

LOCATION: 0 FM 88 & MILE 13 N

[ 8] SEWAGE: EXIST

[ 9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $10,000

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____NO

**Special Conditions: No construction allowed over any easements.**
MUST COMPLY W/ COUNTY SETBACK FRONT 25'
SIDES 6' NORTH SIDE 25' REAR 15'

Johanna Vallejo — Prepared by — 3/4/2016 Date

Leonel Najera — Approved by — 2/26/2016 Date

Signature of Owner or Applicant — 3.4.16 Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT . . . . . **$30.00**

Light [X] Water [X]

Flood Zone: NO 0450C
Panel No. /Suffix:_____ Pct: 1
Community No.: 480334

Certification of Elevation
Required: _____ YES _____ NO _____ BFE

A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

## [ NOTICE ]

**SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.**

**I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.**

# PLANNING DEPARTMENT

## County of Hidalgo

Rev. 06-03-15


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956-318-2844

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956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

T.J. Arredondo, CFM
*Director of Planning*


Precinct 1 2 3 4

Application No: 1-1491O

## HIDALGO COUNTY
## CERTIFICATE OF PLAT AND UTILITY STATUS
## UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

**Upon the application of:**

| Approved by Environmental Health: | Temporary Service | Final Service |
|---|---|---|
| | Authorized Signature | Authorized Signature |
| Inspection/Permit No: | | |
| Date Approved: | / / | / / |

**Name:** Helia P Perez

**Address:** Lantana Acre #6 ~~Subdivision~~ Lot #35

**Phone:** 956 351 99 70

**Water Supplier:** N.A.W.S

**Utility Provider:** [ ]M.V.E.C. [ ] AEP

**Account/ESI No.:** N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Lantana Acres #6 Lot #35

on_____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in **"yes"** or **"no"** in each blank

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 11/14/2007);

Yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by (LEONEL NAJERA));

No an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by );

Yes individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by );

Yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by );

| Planning Department Authorized Signature | Hidalgo County Judge | Date |
|---|---|---|

ATTEST: _____ Hidalgo County Clerk _____ Date

# PLANNING DEPARTMENT

## County of Hidalgo

Rev. 06-03-15


Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

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1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

T.J. Arredondo, CFM
*Director of Planning*


Precinct 1 2 3 4

**Application No:** 1-1490

### REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

**Name:** Velia P Perez

**Address:** Lantana Acres #6 lot #35

**Phone:** 956 351 99 70

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

LANTANA ACRES #6 LOT 35

STATUS OF PERSON OR ENTITY MAKING REQUEST:

____ Subdivider
__✓_ Owner of lot in subdivision
____ Resident of lot in a subdivision
____ Entity that provides utility service

Velia P Perez — Requesting Party (Signature)
6/1/17 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

__✓_ Deed
____ Executory Contract
____ Lease
____ Rent Receipt
____ Affidavit
__✓_ Other (describe) PERMIT

**This part to be filled out by receiving county official:**

**Location of land verified and completed request accepted by Hidalgo County for processing on:**

6/6/17
**Date**

**County Official**

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

# WARRANTY DEED WITH VENDOR'S LIEN

**Date:** October 25, 2016

**Grantor:** AGAPITO VASQUEZ and wife, CLAUDIA PATRICIA VASQUEZ

**Grantor's Mailing Address:**

P.O. Box 1616
Edcouch, Texas 78538
Hidalgo County

**Grantee:** VELIA PATRICIA PEREZ DE MARTINEZ, a married woman

**Grantee's Mailing Address:**

1433 S. Colorado Ave.
Mercedes, Texas 78570
Hidalgo County

**Consideration:** Ten Dollars and other valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by Grantee of Grantee's one certain promissory note of even date herewith, in the principal sum of SEVENTEEN THOUSAND SIX HUNDRED AND NO/100 DOLLARS ($17,600.00), payable to the order of AGAPITO VASQUEZ and wife, CLAUDIA PATRICIA VASQUEZ, and bearing interest as therein provided; containing the usual clauses providing for acceleration of maturity and for attorney's fees, the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a Deed of Trust of even date herewith to PHIL HARRIS, Trustee.

**Property (including any improvements):**

Lot 35, LANTANA ACRES NO. 6 SUBDIVISION, as shown by the map or plat thereof recorded in Volume 54, Pages 72-75, Map Records of Hidalgo County, Texas.

**Reservations from Conveyance:** None.

**Exceptions to Conveyance and Warranty:**

Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2017, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the

Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION.

When the context requires, singular nouns and pronouns include the plural.

**THIS DOCUMENT WAS PREPARED FROM INFORMATION PROVIDED BY THE PARTIES HERETO. NO TITLE EXAMINATION HAS BEEN REQUESTED IN CONNECTION WITH THE PREPARATION OF THIS DOCUMENT, NOR WAS ANY PROVIDED. THE PREPARER EXPRESSES NO OPINION ON TITLE TO THIS PROPERTY.**

Agapito Vasquez
**AGAPITO VASQUEZ**

Claudia P. Vasquez
**CLAUDIA PATRICA VASQUEZ**

**STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

This instrument was acknowledged before me on the 27th day of October, 2016, by AGAPITO VASQUEZ and CLAUDIA PATRICIA VASQUEZ.

MARIA A. CARDOZA
Notary Public
STATE OF TEXAS
Notary ID# 665802-0
My Comm. Exp. 01/18/2020

Maria A. Cardoza
**Notary Public, State of TEXAS**

**PREPARED IN THE OFFICE OF:**

PHIL HARRIS
Attorney at Law
420 South Missouri Avenue
Weslaco, Texas 78596

**AFTER RECORDING RETURN TO:**

PHIL HARRIS
Attorney at Law
420 South Missouri Avenue
Weslaco, Texas 78596

# Chapter 232 Texas LGC Application

APPLICATION NO: 1-14910
Jun. 7, 2017

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1902 JOE STEPHENS WESLACO TX 78596
TEL 968-4724 FAX 447-8612

L2845-06-000-0035-00

[ 1] OWNER: DE MARTINEZ, VELIA P. PEREZ

1433 S. COLORADO AVE.
MERCEDES TX 78570
Telephone No.

[ 2] CONTRACTOR: SELF

[ 3] WATER SYSTEM: N AL

[ 4] PURPOSE OF APPLICATION: MOBILE HOMES
44-MOBILE HOMES

[ 5] SIZE OF STRUCTURE: 420 Sq. Ft.

[ 6] USE OF BUILDING: RESD. ZONE-X

[ 7] LEGAL DESC./NAME OF SUBDIVISION
LANTANA ACRES # 6 LOT-35

LOCATION: 0 FM 493 & FM 2812

[ 8] SEWAGE: EXIST

[ 9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $3,500

[11] SPECIAL FLOOD HAZARD AREA: ____YES
L NO

**Special Conditions: No construction allowed over any easements.**
MUST COMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
FRONT:25' BACK:35' SIDES:6'
MINIMUM ELEV. 18" ABOVE CENTER LINE OF STREET

Prepared by — Date: 6/7/17

Leonel Najera — Approved by — Date: 5/25/17

Velia P Perez — Signature of Owner or Applicant — Date: 6/1/17

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT . . . . . **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0350 C Pct: 0
Community No.: 480334

Certification of Elevation
Required: ____ YES ✓ NO ____ BFE

A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

## [ NOTICE ]

**SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.**

**I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.**

# PLANNING DEPARTMENT

## County of Hidalgo

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956-973-7850

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Mission, TX 78572
956-205-7045
956-205-7049

T.J. Arredondo, CFM
*Director of Planning*


**Precinct** 1 2 3 4

**Application No:** 1-14851

## HIDALGO COUNTY
## CERTIFICATE OF PLAT AND UTILITY STATUS
## UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

**Upon the application of:**

**Name:** Fabiola Flores

**Address:** 7403 Canuck Street
Mercedes, TX 78570

**Phone:** (956) 457-10606

| | Temporary Service | Final Service |
|---|---|---|
| **Approved by Environmental Health:** | | |
| | **Authorized Signature** | **Authorized Signature** |
| **Inspection/Permit No:** | | |
| **Date Approved:** | / / | / / |

**Water Supplier:** North Alamo Water Supply

**Utility Provider:** [ ✓ ] M.V.E.C. [ ] AEP

**Account/ESI No.:** 317274-001

[ ✓ ] **Temporary Pole** [ ] **Permanent Service**

regarding the land described as:
Lot 46, Canuck Village Subdivision, Hidalgo County, Texas,

on_____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in **"yes"** or **"no"** in each blank

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 10/7/2019);

Yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by LEOPOLDO PUENTE);

No an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by _____);

Yes individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by _____);

Yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by _____);

**Planning Department Authorized Signature** | **Hidalgo County Judge** | **Date**

**ATTEST:** _____
**Hidalgo County Clerk** | **Date**

# PLANNING DEPARTMENT

## County of Hidalgo

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T.J. Arredondo, CFM
*Director of Planning*


**Precinct** 1 2 3 4

**Application No:** 1-14851

### REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

**Name:** Fabiola Flores

**Address:** 7403 Canuck St

Mercedes, Tx 78570

**Phone:** (956) 457-1006

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

Lot 46, Canuck Village Subdivision, Hidalgo County, Texas

STATUS OF PERSON OR ENTITY MAKING REQUEST:

_____ Subdivider
__✓__ Owner of lot in subdivision
_____ Resident of lot in a subdivision
_____ Entity that provides utility service

X _____
Requesting Party (Signature)

05/30/17
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

__✓__ Deed
_____ Executory Contract
_____ Lease
_____ Rent Receipt
__✓__ Affidavit
__✓__ Other (describe) Permit

**This part to be filled out by receiving county official:**

**Location of land verified and completed request accepted by Hidalgo County for processing on:**

6/6/17
**Date**

_____
**County Official**

# ASSUMPTION WARRANTY DEED WITH VENDOR'S LIEN

Date: October 9, 2014

2556091

Grantor: Elizabeth de la Cruz & Edgar Aguilar

Grantor's Mailing Address (including county):
5405 Montana Dr.
Mercedes, TX 78570
Hidalgo, County

Grantee: Fabiola Elizabeth Flores

Grantee's Mailing Address (including county):
506 Las Brisas Circle
Edinburg, TX 78542
Hidalgo, County

**Consideration:** A cash consideration paid to grantor by Grantee's assumption of agreement to pay, according to the note's term, the unpaid principal and interest on the note in the original principal sum of Twenty Two Thousand Five Hundred Dollars No Cents ($22,500.00) dated March 11, 2010 executed by Elizabeth de la Cruz and Edgar Aguilar and payable to the order of Daniec Land & Cattle Co. Inc. The note is secured by an express vendor's lien and additional secured by a Deed of Trust dated March 11, 2010 and filed for record in the office of the County Clerk of Hidalgo County, Texas, under Clerk's File Number 2093331. As further consideration, Grantee promises to keep and perform all the covenants and obligation of the Grantor named tin that deed of trust and Grantee agrees to indemnify and hold Grantor harmless from payment of the note and from performance of grantor's obligations specified in the instrument securing payment of the note. Grantor assigns to Grantee any funds on deposit for payment of taxes and insurance premiums.

Property (including any improvements);

Lot #46, CANUCK VILLAGE SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN DOCUMENT# 2040759, IN THE OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS.

Reservations from and Exceptions to Conveyance and Warranty:

1. Visible and apparent easements on or across the subject property:
2. Rights of parties in possession:
3. Subject to liens in favor of McAllen National Bank as recorded in Deeds of Trust dated December 8, 2006 and recorded as document # 1695607 in the official records of Hidalgo County, Texas.
4. Easements, right-of-way, and prescriptive rights, whether of record or not:
5. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
6. Rights of adjoin owners in any walls and fences situated on a common boundary:
7. Any discrepancies, conflicts or shortages in area or boundary lines:
8. Any encroachments or overlapping of improvements:
9. All rights, obligations, and other matters emanation from and existing by reason of the creation, establishment, maintenance, and operation of any Water Improvement District, Irrigation District, or other applicable governmental district, agency, or authority.
10. Taxes for year 2014 and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership:
11. The prior reservation or conveyance of all oil, gas, and other minerals previously reserved or conveyed by any parties having the right to do so.

Grantor, for the consideration and subject to the reservation from, and exceptions to conveyance and warranty, grants, sell, ad conveys to Grantee the Property, together will all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heir, executor, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservation form exceptions to warranty.

NO TITLE EXAMINATION WAS REQUESTED IN CONNECTION WITH THE PREPARATION OF THIS DOCUMENT, NOR WAS ANY MADE. THE PREPARER EXPRESSES NO OPINION ON TITLE TO THIS PROPERTY, NOR AS TO TAXES DUE ON THE PROPERTY.

By the acceptance of this Deed, Grantee is taking the Property "as is", Where is "and " with all faults:, and without any representation or warranties whatsoever, express or implied, written or oral, it being the intention of Grantor and Grantee to expressly negate and exclude all representations and warranties, including, without limitation, warranties related to suitability for habitation, merchantability or fitness for a particular purpose: (1) the physical condition of the property or any element thereof, including , without limitation, warranties related to suitability for habitation merchantability or fitness for a particular purpose; (ii) the nature or quality of construction, structural design and engineering of any improvements; (iii) the quality of the labor and materials included in a any improvements; (iv) the soil conditions; drainage or other conditions existing at the property with respect to any particular purpose, developmental potential or otherwise; (v) all warranties created by any affirmation of fact or promise or by any description of the property; and (vi) all other warranties and representations whatsoever, except the warranty of title expressly set forth herein.

To Grantor, a reservation of the vendors lien and superior title to the property and it's improvements until the note assumed by Grantee has been fully paid according to its terms, at which this deed will become absolute. Except as provided in any deed of trust to secure assumption, Holder's release of the assumed liens will release this vendor's lien without the jointer of Grantor.

The vendor's lien against and superior title to the property are retained until each note described is fully paid According to its terms, at which time this deed shall become absolute

Grantor has elected not to require Grantee to execute a Deed of Trust to Secure Assumption and is aware of the risks of not doing so.

When the context requires, singular nouns and pronouns included the plural.

Elizabeth de la Cruz

Edgar Aguilar

The undersigned is executing this Assumption Warranty Deed to acknowledge acceptance of this conveyance and assumption of the obligations under the above-described Note and Deed of Trust.

Fabiola Elizabeth Flores

(Acknowledgement)

State of Texas }{
County of Hidalgo }{

This instrument was acknowledged before me on this 9th day of October 2014, by Elizabeth de la Cruz & Edgar de la Cruz.

ADRIANA RODRIGUEZ
Notary Public, State of Texas
My Commission Expires
February 03, 2015

Notary Public, State of Texas

(Acknowledgement)

State of Texas }{
County of Hidalgo }{

This instrument was acknowledged before me on this 9th day of October 2014, by Fabiola Elizabeth Flores.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Fabiola Elizabeth Flores
506 Las Brisas Circle
Edinburg, TX 78542

ADRIANA RODRIGUEZ
Notary Public, State of Texas
My Commission Expires
February 03, 2015

# Chapter 232 Texas LGC Application

APPLICATION NO:
1-14851
May. 15, 2017

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1902 JOE STEPHENS WESLACO TX 78596
TEL 968-4724 FAX 447-8612

C1297-00-000-0046-00

[ 1] OWNER: FLORES, FABIOLA E.

7403 CANUCK ST.
MERCEDES TX 78570
Telephone No.

[ 2] CONTRACTOR: SELF

[ 3] WATER SYSTEM: N AL

[ 4] PURPOSE OF APPLICATION: MOBILE HOMES
44-MOBILE HOMES

[ 5] SIZE OF STRUCTURE: 600 Sq. Ft.

[ 6] USE OF BUILDING: REST. ZONE AE-44

[ 7] LEGAL DESC./NAME OF SUBDIVISION
CANUCK VILLAGE LOT 46

LOCATION: 0 MILE 12 & MILE 2

[ 8] SEWAGE: EXIST

[ 9] CONSTRUCTION TYPE: META

[10] EST. COST OF CONST.: $10,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES
/ NO

**Special Conditions: No construction allowed over any easements.**
MUST CUMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
SETBACKS FRONT:25' REAR:35' SIDES:6'
B.F.E 60.00

Prepared by — Date: 5/15/17

Approved by — Date: 5/14/17

Signature of Owner or Applicant: Ofelia Flores — Date: 5-15-17

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT . . . . . **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0450C Pct: 0

Community No.: 480334

Certification of Elevation Required: ____ YES ____ NO ____ BFE

A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

## [ NOTICE ]

**SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.**

**I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.**

| | PLANNING DEPT. PCTS.#1 WATER SERVICE AVAILABILTY | |
|---|---|---|
| | | |
| | APPLICANT | APPLICATION NO. |
| 1. | FRANCISCO GONZALEZ | 1-14370 |
| 2. | HORTENCIA MATA | 1-14888 |
| 3. | LETICIA CANTU | 1-10796 |
| 4. | EDUARDO BRISENO | 1-14886 |
| | | |
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| | | |
| | | |
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| | | |
| | | |
| | | |
| | COMM. COURT: JUNE 13, 2017 | |

# PLANNING DEPARTMENT

## County of Hidalgo

Rev. 06-03-15


Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

T.J. Arredondo, CFM
*Director of Planning*


Precinct 1 2 3 4

Application No: 1-14370

**HIDALGO COUNTY**
**CERTIFICATE OF WATER SERVICE AVAILABILITY**
**UNDER TEXAS LOCAL GOVT. CODE SECTION 232.029(c)(2)**

| Approved by Environmental Health: | Temporary Service | Final Service |
|---|---|---|
| | Authorized Signature | Authorized Signature |
| Inspection/Permit No: | | |
| Date Approved: | / / | / / |

**Upon the application of:**

**Name:** Francisco Ramirez

**Address:** 219 Tahiti Dr. Weslaco, TX 78596

**Phone:** (956)532-1771

**Water Supplier:** P.A.W.S

**Utility Provider:** [ ] M.V.E.C. [ ] AEP

**Account/ESI No.:** N/A

[ ] Temporary Pole [ ] Permanent Service

**who is the person requesting utility service to subdivided land ("land") described as follows:**

Tropical Farms Blk #1 lot #8

*[Insert the lot and block number in recorded subdivision, address, or description in deed, etc]*

**and who has submitted to the court an affidavit as required by Local Govt. Code Sec. 232.029 (f), on _____, 20____, the Hidalgo County Commissioners Court approved the issuance of this certificate stating as follows (strike through the statement that does not apply)**

**The land was not subdivided after September 1, 1995, and water service is available within 750 feet of the land.**

**-OR-**

**The land was not subdivided after September 1, 1995, and water service is available more than 750 feet from the subdivided land and the extension of water service to the land may be feasible, subject to a final determination by the water service provider.**

**Planning Department Authorized Signature** — **Hidalgo County Judge** — **Date**

**ATTEST:** **Hidalgo County Clerk** — **Date**

# PLANNING DEPARTMENT

## County of Hidalgo

Rev. 06-03-15


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956-205-7045
956-205-7049

T.J. Arredondo, CFM
*Director of Planning*


**Precinct** 1 2 3 4

**Application No:** 1-14370

**AFFIDAVIT**
**TO APPLY TO THE COUNTY OF HIDALGO**
**FOR CERTIFICATE OF WATER SERVICE AVAILABILITY**
**UNDER TEXAS LOCAL GOVT. CODE SECTION 232.029(c)(2)**

[*Note: To be eligible, the land must not have been subdivided after September 1, 1995.*]

**THE STATE OF TEXAS** §
**COUNTY OF HIDALGO** §

**BEFORE ME, the undersigned authority, on this day personally appeared** Francisco Gonzalez,

**Known to me [*or* proved to me in the oath of** 18114420 ***or* through** _____ (*description of federal or state government ID card with photograph and signature*)], **who swore on oath that the following two statements are true:**

1. **"I am requesting utility service to the following described land:** Tropical Farms Unit 1 Lot #1 Blk #8 ."

*[Insert the lot and block number in recorded subdivision, address, or description in deed, etc]*

2. **"The land described above has been sold or conveyed to me."**

**AND [*~~strike through~~ the statement below that does not apply*]**

**3A. "The land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1995."**

**-OR-**

**3B. "The land was on August 31, 1999, located in the extraterritorial jurisdiction of a municipality as determined by Local Govt. Code Chapter 42; and the land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1999."**

X _____ **(Signature)**

**SUBSCRIBED AND SWORN TO before me on** June 7th, **20** 17, **to certify which, witnesses my hand and seal of office.**

Leonel Najera
Notary Public
STATE OF TEXAS
Notary ID# 12888787-3
My Comm. Exp. 04-26-2021

_____
**NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS**

**CASH WARRANTY DEED**

**Date:** March 18, 1998

663460

**Grantor:** DELIA FILOTEO, a feme sole

**Grantor's Mailing Address (including county):**

515 E. Torritos
Weslaco, Texas 78596
Hidalgo County

**Grantee:** FRANCISCO GONZALEZ,
ALEJANDRO GONZALEZ and
RICHARD ANGEL GONZALEZ

**Grantee's Mailing Address (including county):**

R.R. 9, Box 263-2
Weslaco, Texas 78596
Hidalgo County

**Consideration:** TEN AND NO/100 DOLLARS and other good and valuable consideration.

**Property (including any improvements):**

Lot 8, Block 1, TROPICAL FARMS SUBDIVISION, Unit No 1, Hidalgo County, Texas.

**Reservations From and Exceptions to Conveyance and Warranty:**

Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded instruments, other than liens and conveyances, that affect the property; taxes for the current year, the payment of which Grantee assumes.

Grantor, for the consideration, receipt of which is acknowledged, and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executor, administrators, successors or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any

MAR-18-98 WED 10:56 AM Roberto A. Guerrero 956 618 5949 P.01

part thereof, except as to the reservations from and exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.

NO TITLE EXAMINATION WAS REQUESTED IN CONNECTION WITH THE PREPARATION OF THIS DOCUMENT, NOR WAS ANY MADE. THE PREPARER EXPRESSES NO OPINION ON TITLE TO THE PROPERTY

Delia Filoteo
DELIA FILOTEO

**ACKNOWLEDGMENT**

**STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

This instrument was acknowledged before me on 3/18/98, 1998, by DELIA FILOTEO.

PETRA VILLANUEVA NOTARY PUBLIC STATE OF TEXAS EXPIRES NOVEMBER 10, 2001

Petra Villanueva
Notary Public, State of Texas

**PREPARED IN THE OFFICE OF:**

Roberto A. Guerrero
2215 North 23rd St.
McAllen, TX 78501

**AFTER RECORDING RETURN TO:**
Guadalupe Gonzalez
R.R. 9, Box 263-2
Weslaco, Texas 78596

Filed for Record in:
Hidalgo County, Texas
by Jose Eloy Pulido
County Clerk

On: Mar 19,1998 at 01:02P

As a
Recording

Document Number: 663460
Total Fees : 11.00

Receipt Number - 139605
By,
Norma Garza

MAR-18-98 WED 10:37 AM Roberto A. Guerrero 956 618 5949 P.02

# Chapter 232 Texas LGC Application

APPLICATION NO:
1-14370
Feb. 6, 2017

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1902 JOE STEPHENS WESLACO TX 78596
TEL 968-4724 FAX 447-8612

PROP ID# 308997
T7900-00-001-0008-00

[1] OWNER: GONZALEZ, FRANCISCO ~~ET AL~~
219 TAHITI DR.
WESLACO TX 78596-9705
Telephone No. 532-1771

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: MOVED BUILDING
29-RESIDENTIAL MOVE-IN/RELO.BUILD

[5] SIZE OF STRUCTURE: 960 Sq. Ft.

[6] USE OF BUILDING: REST. ZONE X ~~29~~ 25

[7] LEGAL DESC./NAME OF SUBDIVISION
TROPICAL FARMS BLK 1 LT 8

LOCATION: 0 FM 88 & MILE 12

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $16,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES
____/NO

**Special Conditions: No construction allowed over any easements.**
MUST CUMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
SETBACKS FRONT:30' REAR:15' SIDES:6'
MIN. ELEV. ABOVE TOP OF C.L OF ST. 18"

Prepared by Leonel Nyeda — Date 2/6/17

Approved by — Date 2/6/17

Signature of Owner or Applicant — Date 2/6/17

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT . . . . . **$30.00**

Light [X] Water [X]

Flood Zone: NO 0450C
Panel No. /Suffix: ____ Pct: 0

Community No.: 480334

Certification of Elevation
Required: ____ YES ____/ NO ____ BFE

A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

## [ NOTICE ]

**SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.**

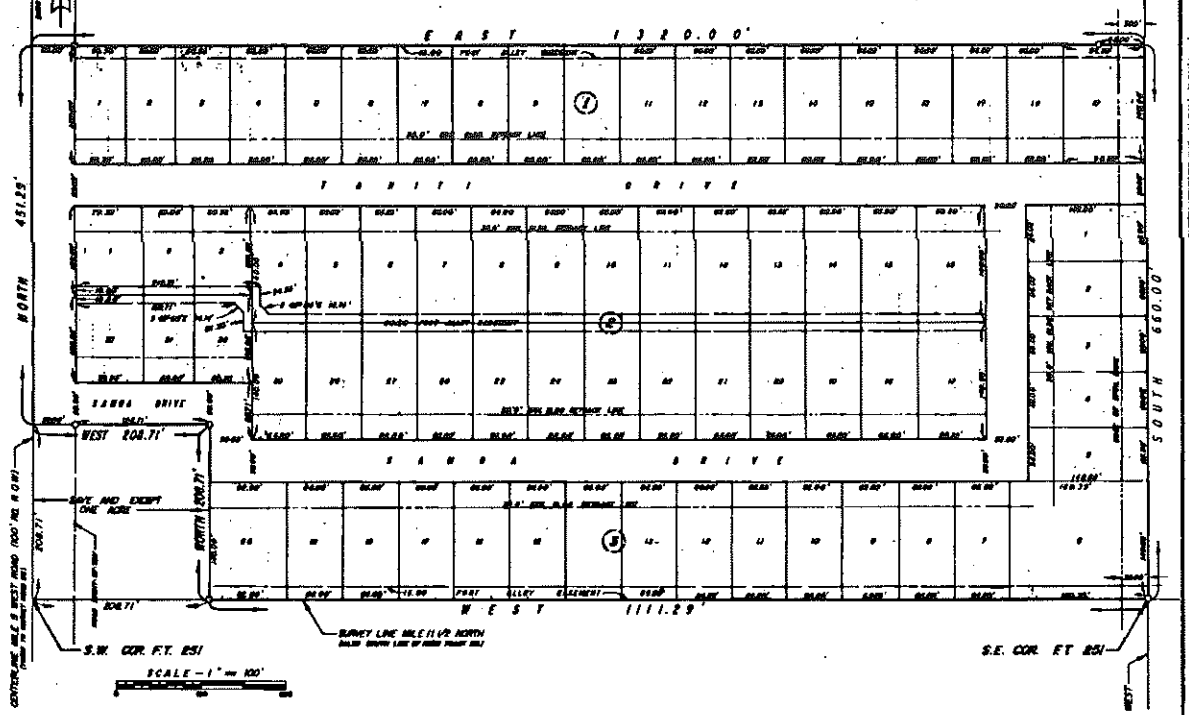
**I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.**

24559

FILED FOR RECORD THIS DATE
At 1:45 o'clock P M.
OCT 9 1973
SANTOS SALDANA
County Clerk, Hidalgo County, Texas
By Jessie De Bruin Deputy

# TROPICAL FARMS SUBDIVISION

## UNIT NUMBER ONE




BEING A SUBDIVISION OF

THE SOUTH 20.00 ACRES OUT OF
FARM TRACT 251, BLOCK 146
SAVE AND EXCEPT THE SOUTHWEST 1.00 ACRE
WEST TRACT SUBDIVISION, LLANO GRANDE GRANT
HIDALGO COUNTY, TEXAS

APPROVED FOR RECORDING
BY
COMMISSIONERS' COURT
This the 20th day of Aug. 1973
SANTOS SALDANA, County Clerk
Hidalgo County, Texas
By Jessie De Bruin Deputy

I, TOM W. STOVALL, A REGISTERED PUBLIC SURVEYOR, DO HEREBY CERTIFY THE FOREGOING PLAT TO BE A TRUE AND CORRECT REPRESENTATION OF THE LANDS HEREON DESCRIBED AS PLATTED BY ME FROM SURVEY OF THE OUTSIDE BOUNDARIES OF SAME.

Tom W. Stovall 4-6-73
TOM W. STOVALL
REGISTERED PUBLIC SURVEYOR
WESLACO, TEXAS

STATE OF TEXAS
TOM W. STOVALL
1990
REGISTERED PUBLIC SURVEYOR

STATE OF TEXAS:
COUNTY OF HIDALGO:

19-18

KNOW ALL MEN BY THESE PRESENTS:
THAT TROPICAL FARMS, INCORPORATED, OWNER OF THE PROPERTY HEREON DESCRIBED, DOES HEREBY ADOPT, DEDICATE, AND CONFIRM THE FOREGOING PLAT, AND DO HEREBY DEDICATE TO THE PUBLIC THE SURFACE USE OF THE STREETS AND ALLEYS SHOWN THEREON.

O.C. Bailey
O. C. BAILEY, PRESIDENT

NOTARY PUBLIC
COUNTY OF HIDALGO, TEXAS

STATE OF TEXAS:
COUNTY OF HIDALGO:

SWORN AND SUBSCRIBED TO BEFORE ME ON THIS THE 9th DAY OF April A.D., 1973.

Yamin E. Casanova
NOTARY PUBLIC IN AND FOR
HIDALGO COUNTY, TEXAS

APPROVED BY THE COMMISSIONERS COURT OF HIDALGO COUNTY, TEXAS ON THIS THE _____ DAY OF _____ A.D., 1973.

ATTEST:

_____
COUNTY CLERK

APPROVED BY THE NORTH ALAMO WATER SUPPLY CORPORATION.

Bruce Dunn
BRUCE DUNN, ENGINEER

APPROVED
FOR RECORDING
Hidalgo Co. Right of Way Dept.
By _____
Date 8-23-73

© APRIL, 1973 - WESLACO, TEXAS

# PLANNING DEPARTMENT

## County of Hidalgo

Rev. 06-03-15


Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
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956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

T.J. Arredondo, CFM
*Director of Planning*


Precinct 1 2 3 4

Application No: 1-14588

**HIDALGO COUNTY**
**CERTIFICATE OF WATER SERVICE AVAILABILITY**
**UNDER TEXAS LOCAL GOVT. CODE SECTION 232.029(c)(2)**

| Approved by Environmental Health: | Temporary Service | Final Service |
|---|---|---|
| | Authorized Signature | Authorized Signature |
| Inspection/Permit No: | | |
| Date Approved: | / / | / / |

**Upon the application of:**

**Name:** Hortencia Mata

**Address:** 12820 Mesa CR W
Mercede TX 78570

**Phone:** (956) 363-1456

**Water Supplier:** City of Mercedes

**Utility Provider:** [ ] M.V.E.C. [ ] AEP

**Account/ESI No.:** 10032 7894536858855
[✓] Temporary Pole [ ] Permanent Service

**who is the person requesting utility service to subdivided land ("land") described as follows:**

LA MESA Lot 76

*[Insert the lot and block number in recorded subdivision, address, or description in deed, etc]*

**and who has submitted to the court an affidavit as required by Local Govt. Code Sec. 232.029 (f), on _____, 20____, the Hidalgo County Commissioners Court approved the issuance of this certificate stating as follows (strike through the statement that does not apply)**

**The land was not subdivided after September 1, 1995, and water service is available within 750 feet of the land.**

**-OR-**

**The land was not subdivided after September 1, 1995, and water service is available more than 750 feet from the subdivided land and the extension of water service to the land may be feasible, subject to a final determination by the water service provider.**

**Planning Department Authorized Signature** | **Hidalgo County Judge** | **Date**

**ATTEST:** _____ **Hidalgo County Clerk** | **Date**

# PLANNING DEPARTMENT

## County of Hidalgo

Rev. 06-03-15


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1304 South 25th Street
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956-318-2844

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Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

T.J. Arredondo, CFM
*Director of Planning*


**Precinct** 1 2 3 4

**Application No:** I-14888

**AFFIDAVIT**
**TO APPLY TO THE COUNTY OF HIDALGO**
**FOR CERTIFICATE OF WATER SERVICE AVAILABILITY**
**UNDER TEXAS LOCAL GOVT. CODE SECTION 232.029(c)(2)**

[*Note: To be eligible, the land must not have been subdivided after September 1, 1995.*]

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

**BEFORE ME, the undersigned authority, on this day personally appeared**

HORTENCIA MATA ,

**Known to me [*or* proved to me in the oath of** CONSULAR ID# 10581099 ***or* through** _____ **(*description of federal or state government ID card with photograph and signature*)], who swore on oath that the following two statements are true:**

1. **"I am requesting utility service to the following described land:**

LA MESA LOT 76 ."

*[Insert the lot and block number in recorded subdivision, address, or description in deed, etc]*

2. **"The land described above has been sold or conveyed to me."**

**AND [*strike through the statement below that does not apply*]**

**3A. "The land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1995."**

**-OR-**

**3B. "The land was on August 31, 1999, located in the extraterritorial jurisdiction of a municipality as determined by Local Govt. Code Chapter 42; and the land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1999."**

X Hortencia Mata **(Signature)**

**SUBSCRIBED AND SWORN TO before me on** JUNE 7TH, 20 17, **to certify which, witnesses my hand and seal of office.**

Leonel Najera
Notary Public
STATE OF TEXAS
Notary ID# 12888787-3
My Comm. Exp. 04-26-2021

**NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS**

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE.

SIERRA TITLE

# WARRANTY DEED WITH VENDOR'S LIEN

STG/ MC GF# 3172391

Date: APRIL 3, 2017

Grantor: INDEFREE PROPERTIES & INVESTMENTS, LLC, BY WEALTH BUILDERS CAPITAL, INC ITS MANAGER

Grantors' Mailing Address (including county): 4121 N. 10TH ST., #208
MCALLEN, HIDALGO COUNTY, TEXAS 78504

Grantee: HORTENCIA MATA AND
HORTENCIA MATA, AS CUSTODIAN FOR KARINA RAMIREZ UNDER THE TEXAS UNIFORM GIFTS TO MINORS ACT, AS TO A ½ INTEREST

Grantees' Mailing Address (including county): 12820 W. MESA CIRCLE
MERCEDES, HIDALGO COUNTY, TEXAS 78570

Consideration: Cash and a note of even date executed by Grantee and payable to the order of WEALTH BUILDERS CAPITAL INC., MANAGER OF INDEFREE PROPERTIES AND INVESTMENTS, LLC, A TEXAS LIMITED LIABILITY COMPANY in the principal amount of SEVENTEEN THOUSAND AND NO/100 DOLLARS ($18,000.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed and by a first-lien deed of trust of even date from Grantee to ARTURO MARTINEZ, trustee.

Property (including any improvements):
LOT 76, LA MESA SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE PLAT OR MAP THEREOF RECORDED IN VOLUME 23, PAGE 46, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

Exceptions to Conveyance and Warranty:

A. RIGHT OF PARTIES IN POSSESSION. (OWNER'S POLICY ONLY)
B. A FIVE FOOT (5') UTILITY EASEMENT ALONG THE EAST LINE OF THE SUBJECT LAND ACCORDING TO THE MAP OR PLAT THEREOF, FILED FOR RECORD IN VOLUME 23, PAGE 49, MAP RECORDS HIDALGO COUNTY, TEXAS.
C. EASEMENTS AND CONDITIONS AS SHOWN ON THE MAP OR PLAT THEREOF, FILED FOR RECORD IN VOLUME 23, PAGE 49, MAP RECORDS HIDALGO COUNTY, TEXAS.
D. EASEMENTS, RIGHTS, RULES AND REGULATIONS IN FAVOR OF HIDALGO AND CAMERON COUNTIES WATER CONTROL AND IMPROVEMENT DISTRICT NO. 9.
E. EASEMENTS OR CLAIMS OF EASENMENTS WHICH ARE NOT PART OF THE PUBLIC RECORD.
F. ALL OIL, GAS, AND OTHER MINERALS RESERVED AND/OR CONVEYED IN DEED RECORDED IN VOLUME 704, PAGE 350, VOLUME 1812, PAGE 815, BOTH IN DEED RECORDS OF HIDALGO COUNTY, TEXAS. TITILE TO SAID INTEREST NOT CHECKED SUBSEQUENT TO THE DATES OF AFORESAID INSTRUMENTS.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

When the context requires, singular nouns and pronouns include the plural.

**WEALTH BUILDERS CAPITAL, INC., MANAGER OF INDEFREE PROPERTIES AND INVESTMENTS, LLC, A TEXAS LIMITED LIABILITY COMPANY**

**BY:** _____

**CRISPINA TAN, PRESIDENT**

(Acknowledgment)

STATE OF TEXAS §
COUNTY OF HIDALGO §

This instrument was acknowledged before me on the 4th day of April, 2017 by **CRISPINA TAN, PRESIDENT of WEALTH BUILDERS CAPITAL, INC., MANAGER OF INDEFREE PROPERTIES AND INVESTMENTS, LLC, A TEXAS LIMITED LIABILITY COMPANY**, on behalf of said company.

IRIS ANGELICA CORONA
Notary ID # 129454240
My Commission Expires
April 8, 2018

_____
Notary Public, State of Texas

**After Recording Return To:**
**The Law Office of Arturo Martinez**
**414 South Cage Blvd.**
**Pharr, Texas 78577**

**Prepared In The Law Office of Arturo Martinez**
**414 South Cage Blvd.**
**Pharr, Texas 78577**
**Tel.(956) 781-6203/Fax(956) 781-6204**

# Chapter 232 Texas LGC Application

APPLICATION NO:
1-14888
May. 25, 2017

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1902 JOE STEPHENS WESLACO TX 78596
TEL 968-4724 FAX 447-8612

L1365-00-000-0076-00

[ 1] OWNER: MATA, HORTANCIA
RAMIREZ, KARINA
12820 MESA CR. W.
MERCEDES TX 78570
Telephone No.

[ 2] CONTRACTOR: SELF

[ 3] WATER SYSTEM: N AL

[ 4] PURPOSE OF APPLICATION: MOBILE HOMES
20-MOBILE HOMES

[ 5] SIZE OF STRUCTURE: 432 Sq. Ft.

[ 6] USE OF BUILDING: RES. ZONE X-20

[ 7] LEGAL DESC./NAME OF SUBDIVISION
LA MESA LOT 76

LOCATION: 0 MILE 11 & MILE 2

[ 8] SEWAGE: PUBLI

[ 9] CONSTRUCTION TYPE: META

[10] EST. COST OF CONST.: $18,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES ___/___ NO

**Special Conditions: No construction allowed over any easements.**
MUST CUMPLY WITH ALL COUNTY SETBACKS & REGULATONS
SETBACKS FRONT:25' REAR:15' SIDE:6 CORNER:10'
MIN. ELEV. ABOVE TOP C.L OF ST. 18"

Leonel Najera — Prepared by — 5/23/17 Date

Leonel Najera — Approved by — 5/22/17 Date

Hortencia Mata — Signature of Owner or Applicant — 5/25/17 Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT . . . . . **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0450 C Pct: 0

Community No.: 480334

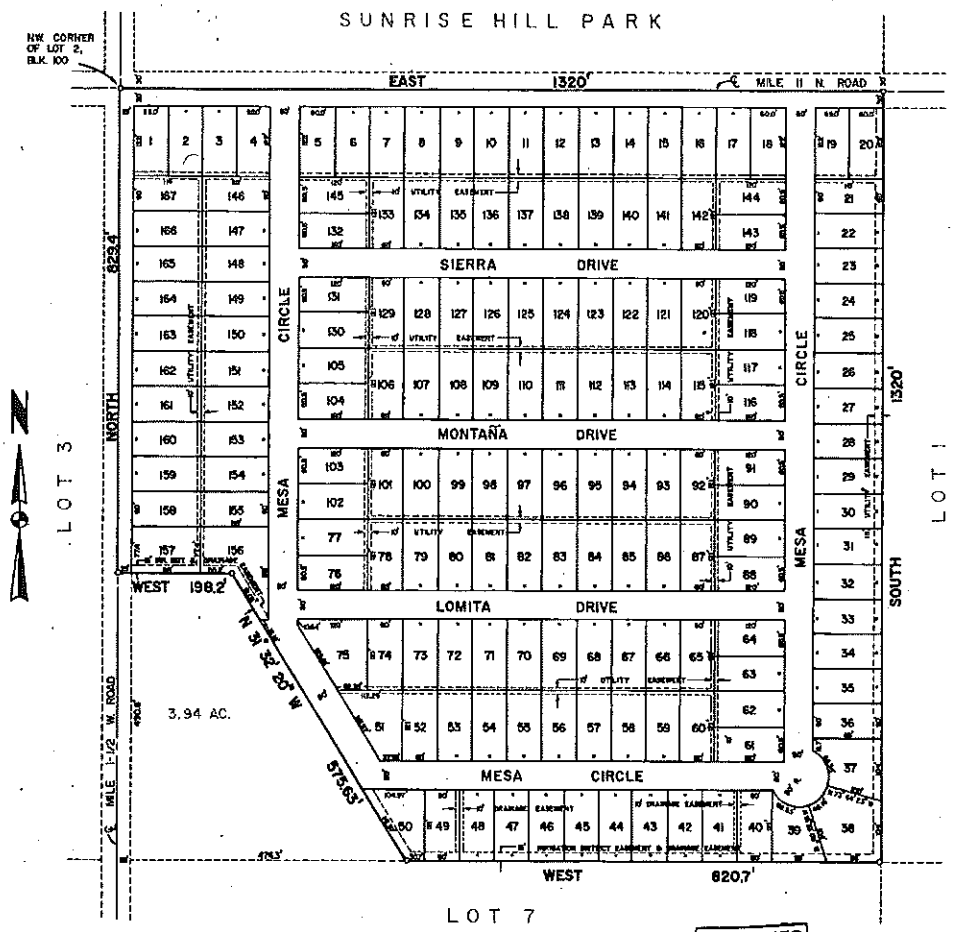
Certification of Elevation
Required: ____ YES ___/___ NO ____ BFE

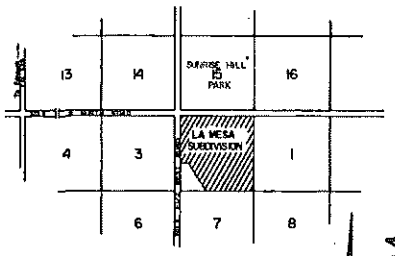
A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

## [ NOTICE ]

**SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.**

**I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.**




LOCATION MAP
SCALE 1" = 1000'

...corded in Book 13 Page 49 of the map records of Hidalgo County, Texas
Melton and Hunt, Inc.
County Surveyors

FILED
MAR 8 1983
#635

APPROVED FOR RECORDING
Hidalgo Co. Right of Way Dept.
by Donna Walker
Date March 7, 1983

PLAT OF
# LA MESA SUBDIVISION
SCALE 1" = 100'

BEING A 38.08 ACRE TRACT OF LAND SITUATED IN LOT 2 BLOCK 100 CAMPACUAS ADDITION TO THE CAPISALLO DISTRICT SUBDIVISION OUT OF THE LLANO GRANDE GRANT HIDALGO COUNTY, TEXAS.

OWNER'S STATEMENT AND DEDICATION

The undersigned owner of the land shown on this plat as LA MESA SUBDIVISION, and being all, except a certain 3.94 acre tract, of Lot 2, Block 100, Campacuas Addition to the Capisallo District Subdivision out of the Llano Grande Grant of Lands in Hidalgo County, Texas does hereby make subdivision of said land into the 187 lots shown hereon, which subdivision shall forever be known as

LA MESA SUBDIVISION

Mesa Circle, Lomita Drive, Montaña Drive and Sierra Drive, all 50 feet wide, are hereby dedicated to Hidalgo County for public roads. A five foot wide strip adjacent to Mile 1½ West Road is hereby dedicated to Hidalgo County for public road purposes.

The 10 foot wide utility easements centered on common lot lines common to the rear of lots as shown on this plat are granted to the County of Hidalgo for utility purposes for electric power, sewage collection, telecommunications and gas distribution. Likewise, the 10 foot wide easement on the western perimeter of LA MESA SUBDIVISION, the 10 foot wide easement centered on the line common to lots 40 and 41, and common to lots 48 and 49, together with the 15 foot wide easement along the southern perimeter to this subdivision are granted to the County of Hidalgo for utility purposes, for electric power, sewage collection, telecommunications, and gas distribution.

Potable water, utility mains and service shall be placed within the street right-of-way.

The 15 foot wide irrigation district and drainage easement as shown along the southern perimeter of this subdivision and the 10 foot wide easement along the eastern perimeter of this subdivision is hereby granted to the Hidalgo and Cameron Counties Water Improvement District No. 9 and to the County of Hidalgo for irrigation and drainage purposes. The 10 foot wide easements centered on the line common to lots 48 and 49 and on the line common to lots 40 and 41 are hereby granted to the County of Hidalgo for drainage purposes.

Signed and sealed this 24th day of February, 1983.

Casimiro Chapa
Casimiro Chapa, owner

STATE OF TEXAS:
COUNTY OF HIDALGO:

Before me, the undersigned authority, on this day personally appeared Casimiro Chapa, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein stated.

Notary Public in and for the
State of Texas my commission
expires 3-1-86

CHECKED FOR DRAINAGE
BY: [illegible]

HIDALGO AND CAMERON COUNTIES
WATER CONTROL AND IMPROVEMENT DISTRICT
NO. 9
MERCEDES, TEXAS
February 8, 1983

Mr. George E. Stourton
Delta Systems Service
P.O. Box 1073
Weslaco, Texas 78549

Dear Mr. Stourton:

I have inspected the plat for the proposed La Mesa Subdivision, a resubdivision of 36.08 acres out of Lot 2 Block 100, Campacuas Addition to the Capisallo District Subdivision, Hidalgo County, Texas.

I find that proper easements have been provided for District irrigation and drainage facilities. Therefore, this District has no objection to the proposed subdivision as platted.

Very truly yours,

O. D. Parish
General Manager

WDP/lm

SURVEYOR'S CERTIFICATION

This is to certify that I, George E. Stourton, R.P.S. a Public Surveyor of the State of Texas, have surveyed and platted the subdivision shown hereon from an actual survey on the ground, and all corners are properly marked with No. 4 Rebar as shown on this plat. This plat correctly represents that survey made under my direction. Dimensions are U.S. feet, azimuthal bearings.

George E. Stourton
George E. Stourton
Public Surveyor No. 3931
February 1, 1983

ENGINEER'S CERTIFICATION

this is to certify that I, George E. Stourton, P.E. have investigated the existing topography and drainage characteristics of this subdivision. the subdivision lies in what is commonly known as Area B. In accordance with the Hidalgo County, National Flood Insurance Program, Area B is described as areas between limits of the 100-year flood and 500-year flood; or certain areas subject to 100-year flooding with average depths less than one (1) foot or where the contributing drainage area is less than one square mile; or areas protected by levees from the base flood.

A benchmark has been established for this subdivision and is located and described on the right hand side of the plat drawing. the lowest floor elevation of any dwelling shall be at least 20 inches (2.3) feet or 0.73 meters) above the crown of the street in front of said dwelling. the road construction shall be done in accordance with the typical cross-sections submitted to the County of Hidalgo concurrent with this plat. A report pertaining to percolation rates for this subdivision was submitted to the County of Hidalgo concurrent with this subdivision.

George E. Stourton
GEORGE E. STOURTON, P.E.
Professional Engineer No. 40804
February 1, 1983

HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT NO. 9

This plat is hereby approved by the Hidalgo and Cameron Counties Irrigation District No. 9 subject to the condition that the above owner and his successors in title (subdivider) will provide the domestic water system that will distribute potable water. This district will provide non-potable irrigation water where distributing facilities are constructed and maintained at the expense of the owner and consisting of pipelines, valves, check gates to be connected to the nearest district facility.

HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT NO. 9

President

ATTEST:

Secretary

APPROVED FOR RECORDING
BY
COMMISSIONERS' COURT
This the 7th day of March 1983
J. EDGAR RUIZ, County Clerk
Hidalgo County, Texas
By Roberta Hinton, Deputy

DSS
DELTA SYSTEMS SERVICES
ENGINEERS • SURVEYORS • PLANNERS
311 W. Broadway • P.O. Box 1073 • Weslaco, Texas

W.O. 2179

VOL. 23 PAGE 49

VOL. 23 PAGE 49

# PLANNING DEPARTMENT

## County of Hidalgo

Rev. 06-03-15


Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

T.J. Arredondo, CFM
*Director of Planning*


Precinct ~~1~~ 2 3 4

Application No: 1-10796

**HIDALGO COUNTY**
**CERTIFICATE OF WATER SERVICE AVAILABILITY**
**UNDER TEXAS LOCAL GOVT. CODE SECTION 232.029(c)(2)**

| Approved by Environmental Health: | Temporary Service | Final Service |
|---|---|---|
| | Authorized Signature | Authorized Signature |
| Inspection/Permit No: | | 1859 |
| Date Approved: | / / | 6/16/17 |

**Upon the application of:**

**Name:** Leticia Cantu

**Address:** 2718 Pena St
Weslaco, Tx
78599

**Phone:** (956) 756-4405

**Water Supplier:** NAWSC

**Utility Provider:** [ ] M.V.E.C. [ ] AEP

**Account/ESI No.:** 318933-001

[ ] Temporary Pole [ ] Permanent Service

**who is the person requesting utility service to subdivided land ("land") described as follows:**

Colonia Del Norte Lot #81

*[Insert the lot and block number in recorded subdivision, address, or description in deed, etc]*

**and who has submitted to the court an affidavit as required by Local Govt. Code Sec. 232.029 (f), on _____, 20____, the Hidalgo County Commissioners Court approved the issuance of this certificate stating as follows (strike through the statement that does not apply)**

**The land was not subdivided after September 1, 1995, and water service is available within 750 feet of the land.**

**-OR-**

**The land was not subdivided after September 1, 1995, and water service is available more than 750 feet from the subdivided land and the extension of water service to the land may be feasible, subject to a final determination by the water service provider.**

**Planning Department Authorized Signature** | **Hidalgo County Judge** | **Date**

**ATTEST:** _____ **Hidalgo County Clerk** | **Date**

# PLANNING DEPARTMENT

## County of Hidalgo

Rev. 02-19-10


Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

T.J. Arredondo
Director of Planning


Precinct 1 2 3 4

Application No: 1-10796

**AFFIDAVIT**
**TO APPLY TO THE COUNTY OF HIDALGO**
**FOR CERTIFICATE OF WATER SERVICE AVAILABILITY**
**UNDER TEXAS LOCAL GOVT. CODE SECTION 232.029(c)(2)**

[*Note: To be eligible, the land must not have been subdivided after September 1, 1995.*]

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, on this day personally appeared Leticia Cantu,

Known to me [*or* proved to me in the oath of TXDL # 18743406 *or* through _____ (*description of federal or state government ID card with photograph and signature*)], who swore on oath that the following two statements are true:

1. "I am requesting utility service to the following described land: Colonia Del Norte Lot # 81."

*[Insert the lot and block number in recorded subdivision, address, or description in deed, etc]*

2. "The land described above has been sold or conveyed to me."

AND [*strike through the statement below that does not apply*]

3A. "The land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1995."

-OR-

3B. "The land was on August 31, 1999, located in the extraterritorial jurisdiction of a municipality as determined by Local Govt. Code Chapter 42; and the land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1999."

x Leticia Cantu (Signature)

SUBSCRIBED AND SWORN TO before me on June 7th, 2017, to certify which, witnesses my hand and seal of office.

Leonel Najera
Notary Public
STATE OF TEXAS
Notary ID# 12888787-3
My Comm. Exp. 04-26-2021

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

2367880

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Filed for record in:

# General Warranty Deed

Date: **December 26, 2012**

Grantor: **ELEAZAR MARTINEZ and wife, OLGA MARTINEZ**

Grantor's Mailing Address: **1800 North Texas Blvd Apt # 234**
**Weslaco, Texas 78596**
**Hidalgo County**

Grantee: **LETICIA CANTU**

Grantee's Mailing Address: **2802 Pena Street**
**Weslaco, Texas 78596**
**Hidalgo County**

Consideration: TEN AND NO/100THS DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged

Property (including any improvements):
**Lot 81, COLONIA DEL NORESTE, Being a subdivision out of Farm Tract 158 and 212, in Block 180 of West and Adams Tracts, record in Volume 23, Page 166, of the map records in the office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes; together with all improvements situated thereon.**

Reservations from and Exceptions to Conveyance and Warranty:

**All of Record.**

**All ad valorem taxes for the year 2012 and all subsequent years.**

Grantor, for the Consideration and subject to the Reservations from and Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from and Exceptions to Conveyance and Warranty.

For the same Consideration, Grantor hereby grants, sells, conveys, assigns and delivers to Grantee, without covenant or warranty express or implied (whether under Section 5.023 of the Texas Property Code or otherwise), all right, title and interest, if any, of Grantor, as owner of the Property but not as owner of any other Property in and to (i) strips or gores, if any, between the Property and abutting properties, (ii) any land lying in or under the bed of any street, alley, road or right-of-way, opened or proposed, abutting or adjacent to the Property, (iii) any leases and rental agreements (whether written or verbal) that grant a possessory interest in or that otherwise grant rights with regard to the use of all or any portion of the Property, and (iv) any easements, rights of way, rights of ingress and egress or other interests in, on or to, any land, highway, street, road or avenue, open or proposed, in, on, across from, in front of, abutting, adjoining or otherwise appurtenant to the Property, as well as all other rights, privileges and appurtenances owned by Grantor and in any way related to the Property and other rights and interests of Grantor hereunder conveyed.

When the context requires, singular nouns and pronouns include the plural.

**ELEAZAR MARTINEZ**

**OLGA MARTINEZ**

(Acknowledgment)

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the 26th day of December, 2012, by **ELEAZAR MARTINEZ and wife, OLGA MARTINEZ.**

EVA SAENZ
Notary Public
State of Texas
Comm. Exp. 05-25-2014

Notary Public, State of Texas

1 2 Fever Attach

# Chapter 232 Texas LGC Application

APPLICATION NO:
1-10796
Jan. 14, 2014

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1902 JOE STEPHENS WESLACO TX 78596
TEL 968-4724 FAX 447-8612

C6760-00-000-0081-00

[ 1] OWNER: CANTU , LETICIA
2802 PENA ST.
WESLACO TX 78596

Telephone No. 961-1228

[ 2] CONTRACTOR: SELF

[ 3] WATER SYSTEM: N AL

[ 4] PURPOSE OF APPLICATION: NEW RESIDENCE
25-RESIDENTIAL NEW SINGLE DWELLING

[ 5] SIZE OF STRUCTURE: 2,500 Sq. Ft.

[ 6] USE OF BUILDING: NEW RES ZONE X

[ 7] LEGAL DESC./NAME OF SUBDIVISION
COLONIA DEL NORESTE LOT 81
X-25

LOCATION: 0 9 N. & 6 1/2 W.

[ 8] SEWAGE: EXIST

[ 9] CONSTRUCTION TYPE: BLOC

[10] EST. COST OF CONST.: $40,000

[11] SPECIAL FLOOD HAZARD AREA: ____ YES ✓ NO

**Special Conditions: No construction allowed over any easements.**
MUST COMPLY WITH ALL COUNTY SETBACKS& REG
FRONT 25' REAR 15' SIDES 6'
18"ABOVE CENTERLINE OF STREET

Prepared by — Date: 1-14-14

Approved by — Date: 12-17-13

Signature of Owner or Applicant — Date: 1-14-14

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____
TOTAL AMOUNT . . . . . **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0450C Pct: 1

Community No.: 480334

Certification of Elevation
Required: ____ YES ✓ NO ____ BFE

A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

## [ NOTICE ]

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**I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.**

VOL. 23 PG. 166

STATE OF TEXAS
COUNTY OF HIDALGO

THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED HERETO, AND IN PERSON OR THROUGH A DULY AUTHORIZED AGENT DEDICATES TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATER COURSE, DRAINS, EASEMENT AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

Hilda B. Garcia
OWNER HILDA B. GARCIA

Tony Barbosa
OWNER TONY BARBOSA

APPROVAL BY WATER DISTRICT

THIS PLAT APPROVED BY HIDALGO COUNTY WATER IMPROVEMENT DISTRICT No. _____
ON THIS ____ DAY OF _____ A.D. _____.

_____ PRESIDENT

_____ SECRETARY

STATE OF TEXAS
COUNTY OF HIDALGO

I, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

11-21-83
DATE

REGISTERED PUBLIC SURVEYOR
NO. 2275 PE 34985

SWORN TO AND SUBSCRIBED BEFORE ME THIS THE 21 DAY OF November 1983

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

# COLONIA DEL NORESTE

BEING A SUBDIVISION OUT OF FARM TRACTS 158 & 212 IN BLOCK 180 OF THE WEST AND ADAMS TRACTS RECORDED IN VOL. 2 PAGES 35-37 MAP RECORDS HIDALGO COUNTY, TEXAS.

THIS AREA IS NOT FLOOD PRONE.

FINISHED FLOOR ELEVATION TO BE 14" MINIMUM ABOVE NATURAL GROUND AT EACH LOT.

A 100 YEAR FLOOD WILL NOT FLOOD ANY PORTION OF THIS SUBDIVISION.

N

N.W.C. F.T. 212

EAST 945.5

SOUTH 495.0

WEST 985.7

N 0° 35' E

LEYENDA ST.

FERNANDO ST.

GERONIMO ST.

MARLEN ST.

EAST 1320.0

HERMOSILLO ST.

ISAAC ST.

JAIME ST.

KALHUA ST.

NOGALES ST.

ORIZABA ST.

MILE 6½ WEST

DRAINAGE R.O.W.

F.T. 212
F.T. 158

PENA ST.

ELENA ST.

DARIO ST.

QUINTERO ST.

CRONICAS ST.

BUSTAMANTE ST.

ALAMO ST.

NORTH 203.0'

N 89° 00' W 631.3'

N 00° 35' W 702'

N 00° 35' W 751.9'

N 89° 35' W 201.0'

NORTH 2145.0

SOUTH

WEST 1055.6

MILE 9 NORTH

S.E. CORNER F.T. 158

LOT 56 Dedicated to City of Weslaco for Potable Water Storage

VOL. 23 PG. 166

Rev. 06-03-15

# PLANNING DEPARTMENT

## County of Hidalgo


Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

T.J. Arredondo, CFM
*Director of Planning*


Precinct 1 2 3 4

Application No: 1-14886

**HIDALGO COUNTY**
**CERTIFICATE OF WATER SERVICE AVAILABILITY**
**UNDER TEXAS LOCAL GOVT. CODE SECTION 232.029(c)(2)**

| Approved by Environmental Health: | Temporary Service | Final Service |
|---|---|---|
| | Authorized Signature | Authorized Signature |
| Inspection/Permit No: | | |
| Date Approved: | / / | / / |

**Upon the application of:**

**Name:** EDUARDO BRISEÑO

**Address:** 7834 VERA LANE
MERCEDES TX 78570

**Phone:** (956) 970-5641

**Water Supplier:** MERCEDES

**Utility Provider:** [ ] M.V.E.C. [ ] AEP

**Account/ESI No.:** N/A

[ ] Temporary Pole [ ] Permanent Service

**who is the person requesting utility service to subdivided land ("land") described as follows:**

SOUTHERN VALLEY EST. LOT 35

*[Insert the lot and block number in recorded subdivision, address, or description in deed, etc]*

**and who has submitted to the court an affidavit as required by Local Govt. Code Sec. 232.029 (f), on _____, 20____, the Hidalgo County Commissioners Court approved the issuance of this certificate stating as follows (strike through the statement that does not apply)**

**The land was not subdivided after September 1, 1995, and water service is available within 750 feet of the land.**

**-OR-**

**The land was not subdivided after September 1, 1995, and water service is available more than 750 feet from the subdivided land and the extension of water service to the land may be feasible, subject to a final determination by the water service provider.**

**Planning Department Authorized Signature** | **Hidalgo County Judge** | **Date**

**ATTEST:** _____ **Hidalgo County Clerk** | **Date**

# PLANNING DEPARTMENT
## County of Hidalgo

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956-205-7049

T.J. Arredondo, CFM
*Director of Planning*


Rev. 06-03-15

**Precinct** 1 2 3 4

**Application No:** 1-14886

**AFFIDAVIT**
**TO APPLY TO THE COUNTY OF HIDALGO**
**FOR CERTIFICATE OF WATER SERVICE AVAILABILITY**
**UNDER TEXAS LOCAL GOVT. CODE SECTION 232.029(c)(2)**

[*Note: To be eligible, the land must not have been subdivided after September 1, 1995.*]

**THE STATE OF TEXAS** §
**COUNTY OF HIDALGO** §

**BEFORE ME, the undersigned authority, on this day personally appeared**

EDUARDO ARISTA,

**Known to me [*or* proved to me in the oath of** Dl# 15991755 ***or* through** _____ (*description of federal or state government ID card with photograph and signature*)], **who swore on oath that the following two statements are true:**

1. **"I am requesting utility service to the following described land:**

SOUTHERN VALLEY EST. LOT 25 **."**

*[Insert the lot and block number in recorded subdivision, address, or description in deed, etc]*

2. **"The land described above has been sold or conveyed to me."**

**AND [*strike through the statement below that does not apply*]**

**3A. "The land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1995."**

**-OR-**

**3B. "The land was on August 31, 1999, located in the extraterritorial jurisdiction of a municipality as determined by Local Govt. Code Chapter 42; and the land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1999."**

_____ **(Signature)**

**SUBSCRIBED AND SWORN TO before me on** MAY 24th, **20** 17, **to certify which, witnesses my hand and seal of office.**

_____
**NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS**

Leonel Najera
Notary Public
STATE OF TEXAS
Notary ID# 12888787-3
My Comm. Exp. 04-26-2021

Doc-2814107

Edwards Abstract and
Title Co. GF# 911553 EC

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

# WARRANTY DEED WITH VENDOR'S LIEN

Date: May 12, 2017

Grantor: SOUTHERN FIELDS ALOE, INC.

Grantor's Mailing Address (including county): P.O. Box 1330
Mercedes, Texas 78570
Hidalgo County, Texas

Grantee: EDUARDO BRISENO, JR.

Grantee's Mailing Address (including county): 3518 W. Bowie
Harlingen, Texas 78552
Cameron County, Texas

Consideration: Cash and a note of even date executed by Grantee and payable to the order of Grantor in the principal amount of NINE THOUSAND ONE HUNDRED AND NO/100THS DOLLARS ($9,100.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed and by a first-lien deed of trust of even date from Grantee to BYRON JAY LEWIS, trustee.

Property (including any improvements):

Lot Thirty-five (35), SOUTHERN VALLEY ESTATES SUBDIVISION, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 24, Page 171-A, Map Records, Hidalgo County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

Mineral and/or royalty grant and/or reservation in instruments dated June 1, 1976, recorded in Volume 1495, Page 540, and dated July 7, 1977, recorded in Volume 1536, Page 996, Deed Records, Hidalgo County, Texas, and subsequent transfers thereof.

All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Public Records whether listed herein or not.

Easement dated April 23, 1943, recorded in Volume 511, Page 140, Deed Records, Hidalgo County Texas.

Doc-2B14107

SOUTHERN FIELDS ALOE, INC.

BY: _____
JOHN SIGRIST, President

(Acknowledgment)

State of Texas §
County of Hidalgo §

This instrument was acknowledged before me on the 12th of May, 2017, by JOHN SIGRIST, PRESIDENT of SOUTHERN FIELDS ALOE, INC., a Texas Corporation, on behalf of said corporation.

PAMELA DOUGHERTY
Notary Public
STATE OF TEXAS
Notary ID# 713934-9
My Comm. Exp. 01/05/2019

Pamela Dougherty
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
EDUARDO BRISENO, JR.
3518 W. Bowie
Harlingen, Texas 78552

PREPARED BY:
Lewis, Monroe & Peña
Attorneys At Law
3111 W. Freddy Gonzalez Drive
Edinburg, Texas 78539
GF#: 911553;RG:vm

# Chapter 232 Texas LGC Application

APPLICATION NO:
1-14886
May. 24, 2017

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1902 JOE STEPHENS WESLACO TX 78596
TEL 968-4724 FAX 447-8612

S4845-00-000-0035-00

[ 1] OWNER: BRISENO, EDUARD JR.

3518 W. BOWIE
HARLINGEN TX 78552

Telephone No.

[ 2] CONTRACTOR: SELF

[ 3] WATER SYSTEM: CITY

[ 4] PURPOSE OF APPLICATION: NEW RESIDENCE
25-RESIDENTIAL NEW SINGLE DWELLING

[ 5] SIZE OF STRUCTURE: 1,481 Sq. Ft.

[ 6] USE OF BUILDING: REST. ZONE B-25

[ 7] LEGAL DESC./NAME OF SUBDIVISION
SOUTHERN VALLEY ESTATES LOT 35

LOCATION: 0

[ 8] SEWAGE: PUBLI

[ 9] CONSTRUCTION TYPE: BRIC

[10] EST. COST OF CONST.: $40,000

[11] SPECIAL FLOOD HAZARD AREA: ____ YES ___/___ NO

**Special Conditions: No construction allowed over any easements.**
MUST CUMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
SETBACKS FRONT:25' REAR:20' SIDES:6'
MIN. ELEV. ABOVE TOP OF C.L OF ST 18"

Leonel Najera — Prepared by — 5/24/17 Date

Leonel Najera — Approved by — 5/20/17 Date

Signature of Owner or Applicant — 5-24-17 Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT . . . . . **$30.00**

Light [X] Water [X]

Flood Zone: NO Panel No. /Suffix: 0525 B Pct: 0

Community No.: 480334

Certification of Elevation Required: ____ YES ___/___ NO ____ BFE

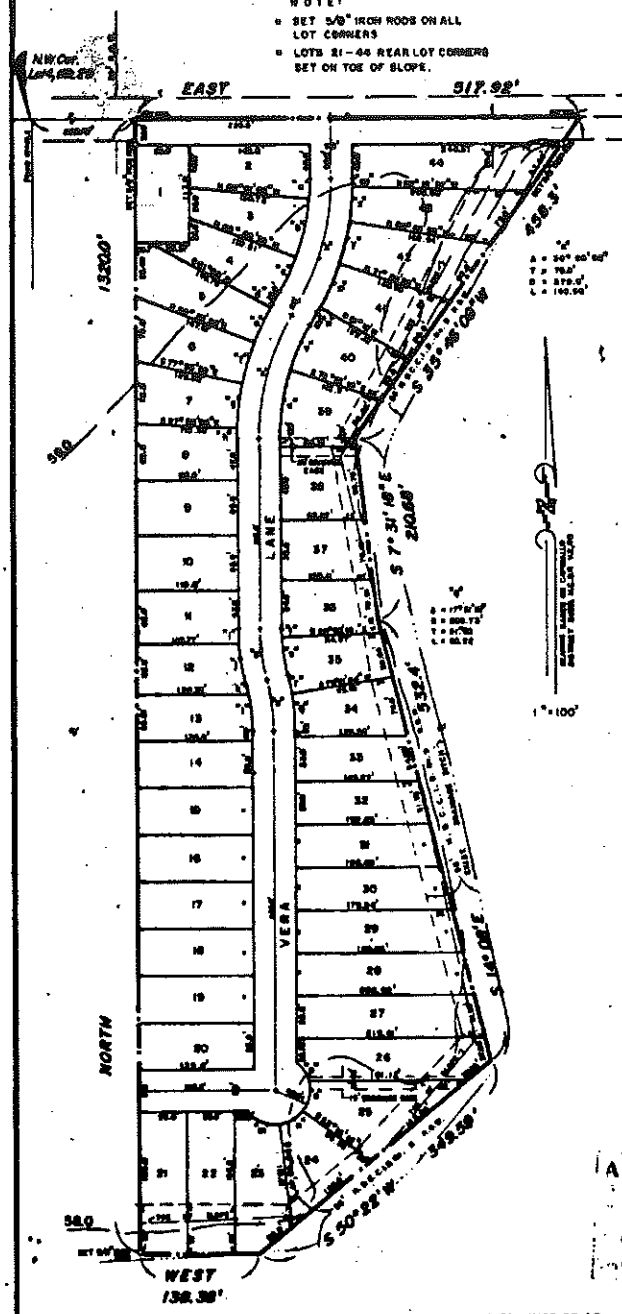
A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

## [ NOTICE ]

**SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.**

**I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.**

NOTE:
- SET 5/8" IRON RODS ON ALL LOT CORNERS
- LOTS 21-46 REAR LOT CORNERS SET ON TOE OF SLOPE.




| LOT SQUARE FOOTAGE | | |
|---|---|---|
| 1. 7,000 | 16. 7,405 | 31. 7,910 |
| 2. 7,307 | 17. 7,405 | 32. 7,359 |
| 3. 7,314 | 18. 7,405 | 33. 7,801 |
| 4. 7,139 | 19. 7,405 | 34. 7,000 |
| 5. 6,817 | 20. 7,405 | 35. 7,345 |
| 6. 6,307 | 21. 9,971 | 36. 7,110 |
| 7. 7,303 | 22. 9,971 | 37. 7,551 |
| 8. 7,314 | 23. 9,000 | 38. 7,707 |
| 9. 7,303 | 24. 7,314 | 39. 7,895 |
| 10. 7,345 | 25. 9,703 | 40. 8,308 |
| 11. 7,197 | 26. 10,539 | 41. 8,391 |
| 12. 7,578 | 27. 10,475.5 | 42. 9,459 |
| 13. 7,302 | 28. 9,304 | 43. 9,704 |
| 14. 7,405 | 29. 9,257 | 44. 13,697 |
| 15. 7,405 | 30. 8,359 | |

# MAP OF

# SOUTHERN VALLEY ESTATES

# SUBDIVISION

BEING A SUBDIVISION OF THE EAST 10 ACRES OUT OF A 21.285 ACRE TRACT OUT OF LOT 4, BLOCK 29, CAPISTRANO DISTRICT SUBDIVISION, LLANO GRANDE, HIDALGO COUNTY, TX.

I, THE UNDERSIGNED, FRED L. KURTH, A REGISTERED PROFESSIONAL ENGINEER, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT AND IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION OF THE PROPERTY DESCRIBED.

FRED L. KURTH
REGISTERED PROFESSIONAL ENGINEER
NO. 44[illegible]

I ALLEN E. CHILP, A REGISTERED PUBLIC SURVEYOR, DO HEREBY CERTIFY THE FOREGOING PLAT TO BE A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

R.P.L.S. # 2068
EDINBURG, TEXAS
SURVEYED: JANUARY 8, 1955
PREPARED: JANUARY 18, 1955
T____-P46 JOB NO.: 2-000019

STATE OF TEXAS
COUNTY OF HIDALGO

KNOW ALL MEN BY THESE PRESENTS:
THAT THE UNDERSIGNED OWNER OF THE PROPERTY HEREON DESCRIBED, DOES HEREBY ADOPT, DEDICATE, AND CONFIRM THE FOREGOING MAP OR PLAT AND DOES DEDICATE TO THE PUBLIC THE SURFACE USE OF THE STREETS AND ALLEYS DESIGNATED THEREON.

JOHN SIGNIFY, OWNER

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JOHN SIGNIFY, OWNER KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS [illegible] DAY OF February, A.D., 1955.

NOTARY PUBLIC FOR THE STATE OF TEXAS
FRED L. KURTH
Notary Public
State of Texas
My Commission Expires 6/1/57

APPROVED
Vera Walker
April 4 1955

Recorded in Book 24 Page 171A
of the map records of Hidalgo
County Texas
Plotted and Drawn In
County Surveyor

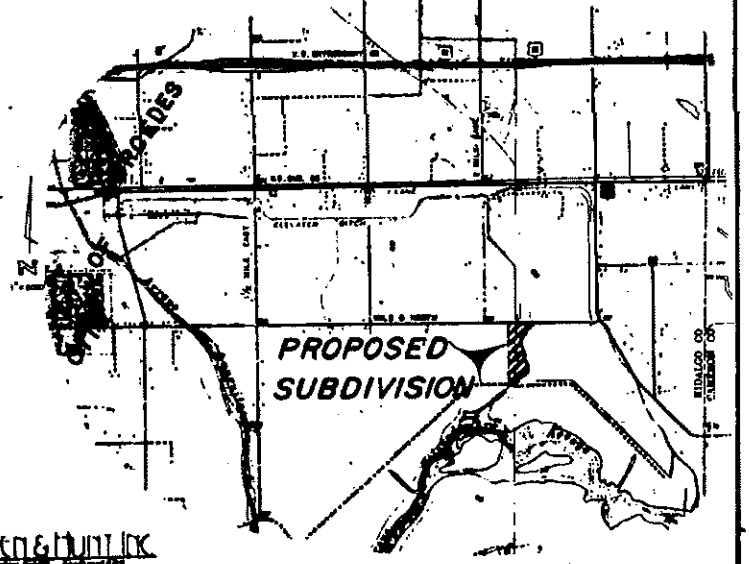
1. MINIMUM FINISHED FLOOR ELEVATION FOR ALL BUILDING IMPROVEMENTS SHALL BE 18 Inches ABOVE NATURAL GROUND OR ELEVATION 88.0 WHICHEVER IS HIGHER.
2. ANTICIPATED HIGH WATER ELEVATION CREATED BY A 100 YEAR STORM IS LESS THAN 1 FOOT OF DEPTH IN THIS SUBDIVISION. THIS SUBDIVISION IS IN ZONE "B" ON FEMA'S FLOOD INSURANCE RATE MAP-COMMUNITY PANEL NO. 480334 0025B JAN. 2, 1981.
3. BENCH MARK: SET NAIL IN PAVEMENT ON THE NORTHWEST CORNER OF PROPERTY. ELEVATION 91.0

| | A | L | t | L |
|---|---|---|---|---|
| 1 | [illegible] | 20.00' | 0.00' | 0.00' |
| 2 | [illegible] | 20.00' | 0.00' | 0.00' |
| 3 | [illegible] | 20.00' | 0.00' | 0.00' |
| 4 | [illegible] | 20.00' | 0.00' | 0.00' |
| 5 | [illegible] | 20.00' | 0.00' | 0.00' |
| 6 | [illegible] | 20.00' | 0.00' | 0.00' |
| 7 | [illegible] | 20.00' | 0.00' | 0.00' |
| 8 | [illegible] | 20.00' | 0.00' | 0.00' |
| 9 | [illegible] | 20.00' | 0.00' | 0.00' |
| 10 | [illegible] | 20.00' | 0.00' | 0.00' |
| 11 | [illegible] | 20.00' | 0.00' | 0.00' |
| 12 | [illegible] | 20.00' | 0.00' | 0.00' |
| 13 | [illegible] | 20.00' | 0.00' | 0.00' |
| 14 | [illegible] | 20.00' | 0.00' | 0.00' |
| 15 | [illegible] | 20.00' | 0.00' | 0.00' |
| 16 | [illegible] | 20.00' | 0.00' | 0.00' |
| 17 | [illegible] | 20.00' | 0.00' | 0.00' |
| 18 | [illegible] | 20.00' | 0.00' | 0.00' |
| 19 | [illegible] | 20.00' | 0.00' | 0.00' |
| 20 | [illegible] | 20.00' | 0.00' | 0.00' |
| 21 | [illegible] | 20.00' | 0.00' | 0.00' |
| 22 | [illegible] | 20.00' | 0.00' | 0.00' |
| 23 | [illegible] | 20.00' | 0.00' | 0.00' |
| 24 | [illegible] | 20.00' | 0.00' | 0.00' |
| 25 | [illegible] | 20.00' | 0.00' | 0.00' |
| 26 | [illegible] | 20.00' | 0.00' | 0.00' |
| 27 | [illegible] | 20.00' | 0.00' | 0.00' |
| 28 | [illegible] | 20.00' | 0.00' | 0.00' |
| 29 | [illegible] | 20.00' | 0.00' | 0.00' |
| 30 | [illegible] | 20.00' | 0.00' | 0.00' |
| 31 | [illegible] | 20.00' | 0.00' | 0.00' |
| 32 | [illegible] | 20.00' | 0.00' | 0.00' |
| 33 | [illegible] | 20.00' | 0.00' | 0.00' |
| 34 | [illegible] | 20.00' | 0.00' | 0.00' |
| 35 | [illegible] | 20.00' | 0.00' | 0.00' |
| 36 | [illegible] | 20.00' | 0.00' | 0.00' |
| 37 | [illegible] | 20.00' | 0.00' | 0.00' |
| 38 | [illegible] | 20.00' | 0.00' | 0.00' |
| 39 | [illegible] | 20.00' | 0.00' | 0.00' |
| 40 | [illegible] | 20.00' | 0.00' | 0.00' |
| 41 | [illegible] | 20.00' | 0.00' | 0.00' |
| 42 | [illegible] | 20.00' | 0.00' | 0.00' |
| 43 | [illegible] | 20.00' | 0.00' | 0.00' |
| 44 | [illegible] | 20.00' | 0.00' | 0.00' |
| 45 | [illegible] | 20.00' | 0.00' | 0.00' |
| 46 | [illegible] | 20.00' | 0.00' | 0.00' |

APPROVED FOR RECORDING BY COMMISSIONERS COURT
This the 4th day of April 55
HIDALGO COUNTY, TEXAS
County Judge

CHECKED FOR DRAINAGE
BY: [illegible]

FILED




McALLEN & HUNT INC.
CONSULTING ENGINEERS
MCALLEN / CORPUS CHRISTI

| | PLANNING DEPT. PCTS 2 & 4 CERTIFICATE OF PLAT & UTILITY STATUS | |
|---|---|---|
| | | |
| | APPLICANT | APPLICATION NO. |
| | | |
| 1. | Gary H. Palmer dba J.F. PALMER & SONS PRODUCE, INC. | 2-1697 |
| 2. | JAVIER REYNOSO | 4-16775 |
| 3. | Ingrid A. Izaguirre LOTS 1-18, EDUARDO'S NO. 16 SUBDIVISION | BLANKET COVER |
| 4. | Luis Garcia-French Sole, LLC LOTS 1-12, SOL SUBDIVISION | BLANKET COVER |
| | | |
| | | |
| | COMM. COURT: JUNE 13, 2017 | |

# PLANNING DEPARTMENT

**County of Hidalgo**

Rev. 06-03-15


Main Office
1304 South 25th Street
Edinburg, Texas 78542
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2401 N. Moorefield Rd.
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956-205-7045
956-205-7049

T.J. Arredondo, CFM
*Director of Planning*


**Precinct 1 2 3 4**

**Application No:** 2-1697

## HIDALGO COUNTY
## CERTIFICATE OF PLAT AND UTILITY STATUS
## UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

**Upon the application of:**

**Name:** Gary H. Palmer
J.F. Palmer & Sons Produce Inc

**Address:** PO Box 147
San Juan, TX 78589

**Phone:** 956-227-5757

| | Temporary Service | Final Service |
|---|---|---|
| **Approved by Environmental Health:** | | |
| | Authorized Signature | Authorized Signature |
| **Inspection/Permit No:** | | OSSF Existing |
| **Date Approved:** | / / | 6/12/17 |

**Water Supplier:** North Alamo Water Supply

**Utility Provider:** [ ] M.V.E.C. [ ] AEP

**Account/ESI No.:** 277473-002

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Victory Estates Lot #12,

on _____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in **"yes"** or **"no"** in each blank

yes A plat has been prepared;

yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 3/31/00);

yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by _____);

no an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by _____);

yes individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by _____);

yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by _____);

_____ _____ _____

**Planning Department Authorized Signature** **Hidalgo County Judge** **Date**

**ATTEST:** _____ _____

**Hidalgo County Clerk** **Date**

# PLANNING DEPARTMENT

## County of Hidalgo

Rev. 06-03-15


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Mission, TX 78572
956-205-7045
956-205-7049

T.J. Arredondo, CFM
*Director of Planning*


**Precinct 1 (2) 3 4**

**Application No:** 2-1697

### REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

**Name:** Gary H Palmer

**Address:** PO Box 149

San Juan, TX 78589

**Phone:** 956.227.5757

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

Lot 12 Victoria Estates Subdivision

STATUS OF PERSON OR ENTITY MAKING REQUEST:

____ Subdivider
X Owner of lot in subdivision
____ Resident of lot in a subdivision
____ Entity that provides utility service

Requesting Party (Signature)

6.2.17
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

✓ Deed
____ Executory Contract
____ Lease
____ Rent Receipt
____ Affidavit
____ Other (describe) 2-1697

**This part to be filled out by receiving county official:**

**Location of land verified and completed request accepted by Hidalgo County for processing on:**

06/07/17
**Date**

**County Official**

# Chapter 232 Texas LGC Application

APPLICATION NO:
2-1697
Mar. 17, 2017

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1304 S. 25th Ave EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

V3410-00-000-0012-00

[ 1] OWNER: J.F. PALMER AND SONS PRODUCE

P.O. BOX 147
SAN JUAN, TX 78589
Telephone No. 263-5694

[ 2] CONTRACTOR: SELF

[ 3] WATER SYSTEM: N AL

[ 4] PURPOSE OF APPLICATION: NEW RESIDENCE
25- RESIDENTIAL NEW SINGLE DWELLING

[ 5] SIZE OF STRUCTURE: 2,100 Sq. Ft.

[ 6] USE OF BUILDING: RESD. ZONE-B

[ 7] LEGAL DESC./NAME OF SUBDIVISION
VICTORY ESTATES LOT 12

LOCATION: 0 EARLING & C. CHAVEZ

[ 8] SEWAGE: EXIST

[ 9] CONSTRUCTION TYPE: BLOC

[10] EST. COST OF CONST.: $95,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES ✓ NO

**Special Conditions: No construction allowed over any easements.**
MUST COMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
FRONT:30' BACK:25' SIDES:7'
MINIMUM ELEV: 18" ABOVE TOP OF CURB

Prepared by — Date 3/17/17

Aaron Hernandez — Approved by — Date 3/31/17

Signature of Owner or Applicant — Date 3/17/17

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT . . . . . **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0425C Pct: 2
Community No.: 480334

Certification of Elevation
Required: ____ YES ✓ NO ____ BFE

A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

## [ NOTICE ]

**SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.**

**I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.**

Capital Title
GF# 16-27630TWC

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**General Warranty Deed**

**Date:** October 24, 2016

**Grantor:** **JORGE ALBERTO BARRIOS**

**Grantor's Mailing Address:**

203 E. Garfield Street
San Juan, Texas 78589

**Grantee:** **J. F. PALMER AND SONS PRODUCE, INC., a Texas corporation**

**Grantee's Mailing Address:**

P.O. Box 147
San Juan, Texas 78589

**Consideration:**

Ten and No/100ths Dollars ($10.00) Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

**Property (including any improvements):**

**Lot 12, VICTORY ESTATES SUBDIVISION, an Addition to the City of San Juan, Hidalgo County, Texas, according to map thereof recorded in Volume 35, Pages 174 through 176, Map Records of Hidalgo County, Texas.**

**Reservations from Conveyance:**

None

**Exceptions to Conveyance and Warranty:**

1. Restrictive covenants recorded under Document No. 873713, Official Records, Hidalgo County, Texas.
2. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Public Records.
3. All visible and apparent easements or uses and all underground easements or uses, the existence of which may arise by unrecorded grant or by use.
4. Rights of tenants, as tenants, as to tenants only, under recorded leases or rental agreements.

5. The following easement(s) and/or building line(s) affecting the subject property as shown on Map or Plat recorded in Volume 35, Page 174-176, Map or Plat Records, Hidalgo county, Texas:

   15 foot swale easement along the rear property line(s).

   30 foot building along the front property line.

   15 irrigation easement along the side property line(s).

   10 utility easement along the side and rear property line(s).

6. Right-of-Way Easement executed by Edelmiro De La Garza, et al to Magic Valley Electric Cooperative, Inc., dated June 6, 1995, filed for record on June 12, 1995, under Clerk's File No. 457315, Real Property Records, Hidalgo County, Texas.
7. Statutory rights, rules and regulations in favor of Hidalgo County Irrigation District No. 2 pursuant to applicable sections of the Texas Water Code.
8. Statutory rights, rules and regulations in favor of Hidalgo County Drainage District No. 1 pursuant to applicable sections of the Texas Water Code.
9. Oil, Gas and Mineral Lease executed by Florence A. Chesnutt to Royal Oil and Gas Corp. dated June 8, 1988, recorded in Volume 2628, Page 953, Real Property Records, Hidalgo County, Texas.
10. All oil, gas, and other minerals reserved in Deed dated May 18, 1976, recorded in Volume 1487, Page 243, Deed Records, Hidalgo County, Texas.
11. All rights, titles and interests in and to all portions of the subject property lying within a drainage ditch, drainage pipe, drainage line, a canal or an irrigation line as may be claimed in fee by Hidalgo County Irrigation District No. 2.
12. Standby fees, taxes, and assessments by any taxing authority for the year 2016, and subsequent years due to change in land usage or ownership.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION.

When the context requires, singular nouns and pronouns include the plural.

JORGE ALBERTO BARRIOS

STATE OF TEXAS )

COUNTY OF HIDALGO )

This instrument was acknowledged before me on October 24, 2016, by **JORGE ALBERTO BARRIOS**.

Notary Public, State of Texas

BEATRIZ VELASQUEZ
Notary Public, State of Texas
Comm. Expires 10-30-2017
Notary ID 129610982

**PREPARED IN THE OFFICE OF:**
**AFTER RECORDING RETURN TO:**

**Eugene R. Vaughan, III**
**JONES, GALLIGAN, KEY & LOZANO L.L.P.**
**2300 West Pike Blvd., Suite 300**
**Weslaco, Texas 78596**
**Tel: (956) 968-5402**
**Fax: (956) 968-6089**

# PLANNING DEPARTMENT

## County of Hidalgo

Rev. 06-03-15


Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

T.J. Arredondo, CFM
*Director of Planning*


**Precinct 1 2 3 4**

**Application No:** 4-16775

## HIDALGO COUNTY
## CERTIFICATE OF PLAT AND UTILITY STATUS
## UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

**Upon the application of:**

**Name:** Javier Reynoso

**Address:** 3305 Chetumal AVE
Edinburg Tx. 78542.

**Phone:** (956) 789-5908

| | Temporary Service | Final Service |
|---|---|---|
| **Approved by Environmental Health:** | | |
| | Authorized Signature | ~~Authorized Signature~~ |
| **Inspection/Permit No:** | | NAWS |
| **Date Approved:** | / / | 5/24/17. |

**Water Supplier:** North Alamo Water Supply

**Utility Provider:** [X] M.V.E.C. [ ] AEP

**Account/ESI No.:** N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Lot 27 La Quietud Subdivision,

on _____, 20 17, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in **"yes"** or **"no"** in each blank

yes A plat has been prepared;

yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 05/14/04);

yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by _____);

yes an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by _____);

NO individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by _____);

yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by _____);

| | | |
|---|---|---|
| **Planning Department Authorized Signature** | **Hidalgo County Judge** | **Date** |

**ATTEST:** _____ _____
**Hidalgo County Clerk** **Date**

# PLANNING DEPARTMENT

## County of Hidalgo

Rev. 06-03-15


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956-205-7045
956-205-7049

T.J. Arredondo, CFM
*Director of Planning*


**Precinct 1 2 3 4**

**Application No:** 4-16775

### REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

**Name:** Javier Reynoso

**Address:** 3305 Chetumal Ave

Edinburg TX, 78542

**Phone:** (956) 789-5908

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

Lot 27 La Quietud Subdivision

STATUS OF PERSON OR ENTITY MAKING REQUEST:

____ Subdivider
_X_ Owner of lot in subdivision
____ Resident of lot in a subdivision
____ Entity that provides utility service

Requesting Party (Signature) — Date: 5/16/17

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

____ Deed
____ Executory Contract
____ Lease
____ Rent Receipt
____ Affidavit
____ Other (describe) PMT

**This part to be filled out by receiving county official:**

**Location of land verified and completed request accepted by Hidalgo County for processing on:**

06/07/2017
**Date**

**County Official**

# Chapter 232 Texas LGC Application

APPLICATION NO: 4-16775
May. 3, 2017

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1304 S. 25th Ave EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

L1780-00-000-0027-00

[ 1] OWNER: REYNOSO, JAVIER

3305 CHETUMAL AVE
EDINBURG, TX 78542
Telephone No. 579-4736

[ 2] CONTRACTOR: SELF

[ 3] WATER SYSTEM: N AL

[ 4] PURPOSE OF APPLICATION: NEW RESIDENCE
25- RESIDENTIAL NEW SINGLE DWELLING

[ 5] SIZE OF STRUCTURE: 2,206 Sq. Ft.

[ 6] USE OF BUILDING: NEW RESIDENCE

[ 7] LEGAL DESC./NAME OF SUBDIVISION
LA QUIETUD SUB.
LOT #27

LOCATION: 0 2812 & DOOLITTLE

[ 8] SEWAGE: PUBLI

[ 9] CONSTRUCTION TYPE: OTHE

[10] EST. COST OF CONST.: $149,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES X NO

**Special Conditions: No construction allowed over any easements.**
MUST COMPLY W/ ALL COUNTY SETBACKS AND REGULATIONS
SETBACKS FRONT 25' SIDE 6' REAR 30' SIDE 6'
MIN. ELEV. CL OF THE STREET

Gilberto Mata — Prepared by — 5-3-17 Date

Julio Ruiz — Approved by — 3-23-17 Date

[signature] — Signature of Owner or Applicant — 5/3/17 Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT . . . . . **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 80334 Pct: 4

Community No.: 0325D

Certification of Elevation Required: ____ YES X NO ____ BFE

A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

## [ NOTICE ]

**SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.**

**I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.**

NC 3/7/2019

# Warranty Deed with Vendor's Lien

**Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.**

Date: **April 27, 2017**

Grantor: **G&D FINANCIAL SERVICES, L.P.**

Grantor's Mailing Address: **P.O. Box 1000**
**Mission, Texas 78573**
**Hidalgo County**

Grantee: **JAVIER REYNOSO**

Grantee's Mailing Address: **3825 Cessna Ave.**
**Edinburg, Texas 78542**
**Hidalgo County**

Consideration: **SEVENTEEN THOUSAND THREE HUNDRED AND NO/100 DOLLARS ($17,300.00) which said sum represents the first draw on that certain note in the principal amount of ONE HUNDRED THIRTY-THREE THOUSAND TWO HUNDRED AND NO/100 DOLLARS ($133,200.00), of even date herewith, executed by Grantee to BANK OF SOUTH TEXAS, 840 N. Cage Blvd., Pharr, Texas 78577. The note is secured by a vendor's lien retained in favor of BANK OF SOUTH TEXAS, in this deed and by a Deed of Trust of even date from Grantee to DARRYL K. LEMKE, Trustee.**

Property (including any improvements):
**Lot 27, of LA QUIETUD SUBDIVISION, an Addition to the City of Edinburg, Hidalgo County, Texas, according to the Plat or Map thereof recorded in Volume 45, Page 41, Map Records of Hidalgo County, Texas.**

Reservations from and Exceptions to Conveyance and Warranty:
**Subject To:**

**Restrictions filed for record in the Office of the County Clerk of Hidalgo County, Texas, on August 10, 2005, under Clerk's File No. 1507091, and Correction filed for record in the Office of the County Clerk of Hidalgo County, Texas, on August 31, 2005, under Clerk's File No. 1515689, and recorded in Volume 45, Page 41, Map Records of Hidalgo County, Texas.**

**Right of way easement granted to The State of Texas, by Eric I. Moum, dated July 24, 1969, filed for record in the Office of the County Clerk of Hidalgo County, Texas in Volume 1237, Page 508, Deed Records, Hidalgo County, Texas.**

**Right of way easement granted to North Alamo Water Supply Corporation, by Eric I. Moum, dated June 13, 1973, filed for record in the Office of the County Clerk of Hidalgo County, Texas in Volume 1411, Page 421, Deed Records, Hidalgo County, Texas.**

**Fifteen foot (15.0') Swale easement along the rear line of the subject land according to the Map or Plat thereof, filed for record in Volume 45, Page 41, Map Records, Hidalgo County, Texas.**

**Fifteen foot (15.0') utility easement along South 15' of the North 30' of the subject land according to the Map or Plat thereof, filed for record in Volume 45, Page 41, Map Records, Hidalgo County, Texas.**

**Easements and Conditions as shown on the Map or Plat thereof, filed for record in Volume 45, Page 41, Map Records, Hidalgo County, Texas.**

**Easements or claims of easements which are not a part of the public record.**

**Twenty five foot (25.0') building set back line along the front and rear lines of the subject land according to the Map or Plat thereof, filed for record in Volume 45, Page 41, Map Records, Hidalgo County, Texas.**

**Six foot (6.0') building set back line along the side line of the subject land according to the Map or Plat thereof, filed for record in Volume 45, Page 41, Map Records, Hidalgo County, Texas.**

**Oil, Gas and Mineral Lease, together with all rights relative thereto, express or implied, dated March 15, 1944, filed for record in the Office of the County Clerk of Hidalgo County, Texas in Volume 54, Page 93, Oil and Gas Records Hidalgo County, Texas and ratified in instrument dated October 20, 1997, filed for record in the Office of the County Clerk of Hidalgo County, Texas on November 12, 1997, under Clerk's Document No. 636089.**

**Oil, Gas and Mineral Lease, together with all rights relative thereto, express or implied, dated May 17, 1993, filed for record on July 22, 1993 in the Office of the County Clerk of Hidalgo County, Texas, under Clerk's Document No. 334331 and amended by instrument filed under Clerk's File No. 458573 and dated March 13, 1997, filed for record in the Office of the County Clerk of Hidalgo County, Texas on July 18, 1997, under Clerk's Document No. 611618.**

**Oil, Gas and Mineral Lease, together with all rights relative thereto, express or implied, dated September 15, 1996, filed for record on October 16, 1995 in the Office of the County Clerk of Hidalgo County, Texas, under Clerk's Document No. 556915.**

**Reservation of all oil, gas, and other minerals, together with all rights relative thereto, express or implied, reserved to grantor in that certain deed dated January 1, 1953, filed for record in the Office of the County Clerk of Hidalgo County, Texas in Volume 786, Page 153, and dated February 28, 1955, recorded in Volume 829, Page 400, Deed Records, Hidalgo County, Texas.**

**Reservation of all oil, gas, and other minerals, together with all rights relative thereto, express or implied, reserved to grantor in that certain deed dated April 2, 2003, filed for record on April 17, 2003 in the Office of the County Clerk of Hidalgo County, Texas, under Clerk's Document No. 1189661.**

**Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.**

**All ad valorem taxes for the year 2017 and all subsequent years.**

Grantor, for the Consideration and subject to the Reservations from and Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from and Exceptions to Conveyance and Warranty.

For the same Consideration, Grantor hereby grants, sells, conveys, assigns and delivers to Grantee, without covenant or warranty express or implied (whether under Section 5.023 of the Texas Property Code or otherwise), all right, title and interest, if any, of Grantor, as owner of the Property but not as owner of any other Property in and to (i) strips or gores, if any, between the Property and abutting properties (except to the extent, if any, that such strips or gores abut or provide access to other properties owned by Grantor), (ii) any land lying in or under the bed of

any street, alley, road or right-of-way, opened or proposed, abutting or adjacent to the Property, (iii) any leases and rental agreements (whether written or verbal) that grant a possessory interest in or that otherwise grant rights with regard to the use of all or any portion of the Property, and (iv) any easements, rights of way, rights of ingress and egress or other interests in, on or to, any land, highway, street, road or avenue, open or proposed, in, on, across from, in front of, abutting, adjoining or otherwise appurtenant to the Property, as well as all other rights, privileges and appurtenances owned by Grantor and in any way related to the Property and other rights and interests of Grantor hereunder conveyed, but reserving and retaining unto Grantor, its successors and assigns, the nonexclusive and coextensive right to the use and benefit of the same for the benefit of any other properties owned by Seller to which such rights are appurtenant.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

When the context requires, singular nouns and pronouns include the plural, and plural nouns and pronouns include the singular.

**BANK OF SOUTH TEXAS, at the instance and request of the Grantee herein, having advanced and paid in cash to the Grantor herein that portion of the purchase price of the Property as is evidenced by the hereinbefore described $17,300.00 draw, the vendor's lien, together with the superior title to said Property, is retained for the benefit of BANK OF SOUTH TEXAS and the same are hereby transferred and assigned to BANK OF SOUTH TEXAS.**

**G&D FINANCIAL SERVICES, L.P., A TEXAS LIMITED PARTNERSHIP**

**By: G&D FINANCE COMPANY, INC., General Partner**

By: _____
**JOHN GARY FRISBY, President**

(Acknowledgement)

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the 1 day of ~~April~~ MAY, 2017, by **JOHN GARY FRISBY, President of G&D FINANCE COMPANY INC., General Partner of G&D FINANCIAL SERVICES, L.P.**, a Texas limited partnership, on behalf of said limited partnership.

(SEAL)

JULISSA R. CANTU
Notary Public, State of Texas
My Comm. Exp 03-10-2019
NOTARY ID#: 12449290-4

_____
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Javier Reynoso
3825 Cessna Ave.
Edinburg, Texas 78542

PREPARED IN THE LAW OFFICE OF:
JOHN ROBERT KING
3409 N. 10th, Suite 100
McAllen, Texas 78501
FileNo.:GF#3172619;JC/la

# PLANNING DEPARTMENT

## County of Hidalgo

Rev. 06-03-15

Sewer


Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

T.J. Arredondo, CFM
*Director of Planning*


**Precinct 1 2 3 4**

**Application No:** N/A

## HIDALGO COUNTY
## CERTIFICATE OF PLAT AND UTILITY STATUS
## UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

**Upon the application of:**

| | Approved by Environmental Health: | Temporary Service | Final Service |
|---|---|---|---|
| | | Authorized Signature | Authorized Signature |
| | Inspection/Permit No: | | |
| | Date Approved: | / / | / / |

**Name:** Ingrid A. Uzaguirre

**Address:** 7413 N. Lotthoma Rd. Mission, TX. 78574

**Water Supplier:** SWSC

**Utility Provider:** [ ] M.V.E.C. [✓] AEP

**Phone:** 309-0094

**Account/ESI No.:** N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Eduardo No. 14 lots 1-18.

on_____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in **"yes"** or **"no"** in each blank

YES A plat has been prepared;

YES A plat has been reviewed and approved by the Commissioners Court; (Date approved 5-16-17);

YES water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by Flor Sosa);

YES an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by _____);

NO individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by _____);

YES electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by Flor Sosa);

**Planning Department Authorized Signature** | **Hidalgo County Judge** | **Date**

**ATTEST:** _____ **Hidalgo County Clerk** | **Date**

# PLANNING DEPARTMENT

## County of Hidalgo

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956-205-7045
956-205-7049

T.J. Arredondo, CFM
*Director of Planning*


sewer

**Precinct 1 2 3 4**

**Application No:** N/A

### REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

**Name:** Ingrid A. Izaguirre

**Address:** 7413 N. La Homa Rd
Mission TX 78574

**Phone:** (956) 309-0994

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

Eduardos' No. 14 lots 1-18

STATUS OF PERSON OR ENTITY MAKING REQUEST:

- ✓ Subdivider
- _____ Owner of lot in subdivision
- _____ Resident of lot in a subdivision
- _____ Entity that provides utility service

X _____ Requesting Party (Signature)

4/27/17 Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

- ✓ Deed
- _____ Executory Contract
- _____ Lease
- _____ Rent Receipt
- _____ Affidavit
- ✓ Other (describe) Subdivision Plat

**This part to be filled out by receiving county official:**

**Location of land verified and completed request accepted by Hidalgo County for processing on:**

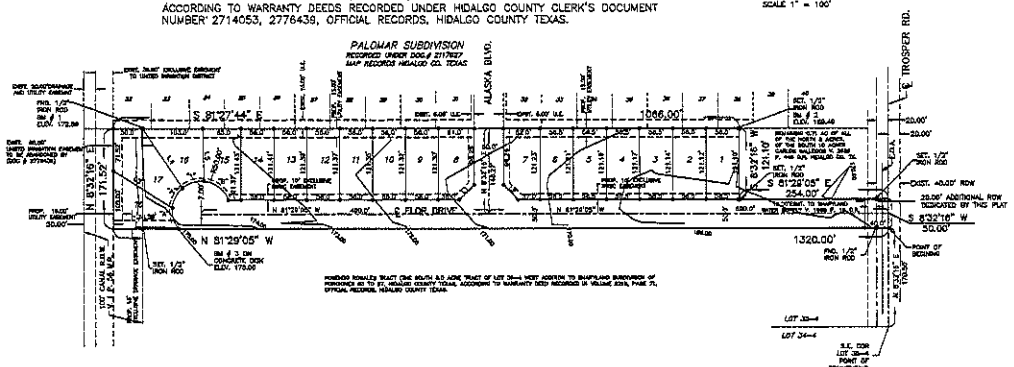
5/30/17 **Date**

_____ **County Official**

# SUBDIVISION PLAT OF
# EDUARDOS SUBDIVISION No. 16

A 4.48 ACRE TRACT OF LAND OUT OF THE NORTH 5 ACRES, OF THE SOUTH 10 ACRES OF LOT 35-4 WEST ADDITION TO SHARYLAND SUBDIVISION, HIDALGO COUNTY TEXAS, AS PER MAP THEREOF RECORDED IN VOLUME 1, PAGE 56, MAP RECORDS HIDALGO COUNTY TEXAS AND ACCORDING TO WARRANTY DEEDS RECORDED UNDER HIDALGO COUNTY CLERK'S DOCUMENT NUMBER 2714053, 2776439, OFFICIAL RECORDS, HIDALGO COUNTY TEXAS.

SCALE 1" = 100'







## NOTES AND BOUNDS

A 4.48-acre tract of land out of the North 5.00 acres of the South 10 acres of Lot 35-4, WEST ADDITION to SHARYLAND SUBDIVISION, Hidalgo County, Texas, as per map thereof recorded in Volume 1 Page 56 of the Map Records of said County and according to warranty deeds recorded under hidalgocounty clerk's document number 2714053, 2776439, official records, Hidalgo County, Texas; said 4.48 acres being more particularly described by metes and bounds as follows:

Commencing at the Southeast corner of said Lot, the East line of said Lot, the centerline of Trosper Road North 08°-32'-16" East 170.00 feet to the Southeast corner hereof and PLACE OF BEGINNING;

1. Thence with the North line of Rosendo Rosales' Tract as described in Volume 3218 Page 71 Official Records, North 81°-29'-05" West, at 20.00 feet found a one-half (1/2) inch diameter iron rod at the West Right of Way of Trosper Road, at 1323.00 feet in all to a one-half (1/2) inch diameter iron rod set for the Southwest corner hereof;

2. Thence 50.0 feet towards East and parallel from the West line of a 100 foot Canal Right of Way recorded in Volume 1 Page 56 Map Records of said County, North 08°-32'-16" East 171.52 feet to a one-half (1/2) inch diameter iron rod set for the Northwest corner hereof;

3. Thence with the South line of Palomar Subdivision recorded in Document Number 2717627 Map Records, South 81°-27'-44" East 1066.00 feet to a one-half (1/2) inch diameter iron rod set for the most Northerly Northeast corner hereof;

4. Thence parallel with the East line of said Lot 35-4, South 08°-32'-16" West 121.10 feet to a one-half (1/2) inch diameter iron rod set for an inside corner hereof;

5. Thence South 81°-29'-05" East, at 234.00 feet set a one-half(1/2) inch diameter iron rod at the West Right of Way of said Road, at 254.00 feet in all to the most Southerly Northeast corner hereof;

6. Thence with the East line of said Lot, the centerline of Trosper Road, South 08°-32'-16" West 50.00 feet to the PLACE OF BEGINNING, containing Four and forty-eight hundredths (4.48) acres, more or less.

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, INGRID ASTRID IZAGUIRRE, OWNER OF THE 4.48 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED EDUARDO'S SUBDIVISION No. 16, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREON.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE 232.032 AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

INGRID ASTRID IZAGUIRRE
LAS HORMIGAS LAND DEVELOPMENT, LLC.
7413 N. LA HOMA
MISSION, TEXAS 78574

3-23-17
DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared INGRID ASTRID IZAGUIRRE proved to me through her Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that she executed the same for the purposed and consideration thereby expressed.

Given under my hand and seal of office this 23rd day of March, 2017.

CINDY BONILLA
MY COMMISSION EXPIRES
August 02, 2017

NOTARY PUBLIC- STATE OF TEXAS

THIS PLAT IS HEREBY APPROVED BY UNITED DISTRICT ON THIS THE 26 DAY OF January, 2017.

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION TREES, FENCES, AND BUILDINGS) SHALL BE PLACED UPON UNITED IRRIGATION DISTRICT RIGHT OF WAYS OR EASEMENTS. APPROVAL OF THIS PLAT DOES NOT RELEASE ANY RIGHTS THAT THE DISTRICT MAY HAVE WHETHER SHOWN OR NOT.

ATTEST: _____ PRESIDENT _____ SECRETARY

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY that this plat of the EDUARDO'S SUBDIVISION No. 16 was reviewed and approved by the Hidalgo County Commissioners Court on March 6, 2017.

Hidalgo County Judge — date 5/16/17
Hidalgo County Clerk — date 5-25-17

NOTE:
HIDALGO COUNTY DRAINAGE DISTRICT No. 1

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT UNDER TEXAS WATER CODE NO. 49.211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
MAN. COMPLEX. ENG.
GENERAL MANAGER
5/16/17
DATE

SHARYLAND WATER SUPPLY CORPORATION:

I, SHERMAN SHARLENG, HEREBY CERTIFY THAT SHARYLAND WATER SUPPLY CORPORATION HAS WATER INFRASTRUCTURE FOR THE EDUARDO'S SUBDIVISION No. 16 LOCATED AT THE CITY OF MISSION IN HIDALGO COUNTY, TEXAS SUBJECT TO THE POTABLE WATER SYSTEM MEETING THE APPROVAL OF THE DESIGN ENGINEER AND ALL APPLICABLE RULES AND REGULATIONS OF SHARYLAND WATER SUPPLY AND LOCAL, STATE, AND FEDERAL AGENCIES.

DEVELOPER AND DESIGN ENGINEER SHALL BEAR FULL RESPONSIBILITY TO ENSURE THAT THE ABOVE REFERENCED POTABLE WATER INFRASTRUCTURE IS CONSTRUCTED WITHIN THE DESIGNATED SHARYLAND WATER SUPPLY CORPORATION EASEMENT.

SHERMAN SHARLENG
GENERAL MANAGER
SHARYLAND WATER SUPPLY CORPORATION

4-12-17
DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

GILBERTO A. GRACIA
82477
LICENSED PROFESSIONAL ENGINEER

GILBERTO A. GRACIA
REGISTERED PROFESSIONAL ENGINEER No. 82477
IZAGUIRRE ENGINEERING GROUP, LLC.
7413 N. LA HOMA
MISSION, TEXAS 78574

5/23/17
DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, ALFONSO GUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN TEXAS, HEREBY CERTIFY THAT THE ABOVE PLAT AND DESCRIPTION OF THE EDUARDO'S SUBDIVISION No. 16, WAS PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON 12-4-16

ALFONSO GUINTANILLA
4855
REGISTERED PROFESSIONAL LAND SURVEYOR

ALFONSO GUINTANILLA
R.P.L.S. No. 4855

12-4-16
DATE

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: 5/22/17 AT 3:59 AM/PM
INSTRUMENT NUMBER 2817477
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY _____ DEPUTY

PLAT NOTES AND RESTRICTIONS:

1.- FLOOD ZONE DESIGNATION: ZONE "C" AREAS OF MINIMAL FLOODING.
COMMUNITY-PANEL NUMBER 480334 0480 C. EFFECTIVE DATE: NOVEMBER 16, 1982.

2.- GENERAL NOTE FOR SINGLE FAMILY RESIDENCES: NO WORK THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT. NO COMMERCIAL USE SHALL BE ALLOWED ON ALL INTERNAL LOTS 1 - 18.

3.- MINIMUM FINISH FLOOR NOTE: MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE CENTERLINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER, ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

4.- LEGEND ⊙ DENOTES 1/2" IRON ROD SET UNLESS OTHERWISE NOTED.

5.- THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION.

6.- MINIMUM BUILDING SETBACK LINES:

| | |
|---|---|
| FRONT | 20.00' |
| FRONT GARAGE | 18.00' |
| REAR | 10.00' |
| SIDE | 6.00' |
| SIDE CORNER | 10.00' |

OR TO EASEMENT LINE WHICHEVER IS GREATER ON ALL CASES

7.- DRAINAGE: IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO OBTAIN A TOTAL OF (LESS C.F. 10.33 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH TOTAL LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: SEE DRAINAGE REPORT ON SHEET No.4.

8.- NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS, TREES, AND OTHER PLANTING (EXCEPT LOW, LESS THAN 15 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

9.- BENCHMARK NOTE: THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT, AND ON THE ATTACHED ENGINEERING PLANS, B.M. 1 ELEV. 172.88 AT A IRON ROD LOCATED ON THE NORTHWEST CORNER OF LOT 16 OF THIS DEVELOPMENT N.A.V.D. 88 DATUM.
B.M. 2 ELEV. 168.46 AT A IRON ROD LOCATED AT THE MOST NORTHERN NORTHEAST CORNER OF THIS DEVELOPMENT. N.A.V.D. 88 DATUM.
B.M. 3 ON CONCRETE DRIVE ELEV. 173.00 AT THE SOUTHEAST CORNER OF LOT 16. N.A.V.D. 88 DATUM.

10.- EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DISCLOSING HOW AND WHEN WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

11.- ALL IRRIGATION EASEMENTS ARE EXCLUSIVE TO UNITED IRRIGATION DISTRICT, AND THE DISTRICT ALLOWS NO OTHER UTILITIES ON USE, WITHOUT ITS EXPRESS WRITTEN APPROVAL.

12.- NO UTILITY COMPANY, PUBLIC ENTITY, PARTY OR PERSON IS ALLOWED TO CROSS ABOVE OR BELOW GROUND ANY DISTRICT EASEMENT OR RIGHT OF WAY WITH LINES, POLES, PIPES, DITCHES OR OTHER USE WITHOUT FIRST OBTAINING A CROSSING PERMIT FROM UNITED IRRIGATION DISTRICT.

13.- NO PERMANENT STRUCTURE, UTILITY POLE, WALL, FENCE, DRIVEWAY OR ROAD WILL BE ALLOWED TO BE CONSTRUCTED OR EXIST ON ANY DISTRICT EASEMENT OR RIGHT OF WAY WITHOUT WRITTEN APPROVAL BY UNITED IRRIGATION DISTRICT. ANY UNAUTHORIZED STRUCTURE WITHIN THE EASEMENT BOUNDARY IS SUBJECT TO IMMEDIATE REMOVAL AT VIOLATOR'S EXPENSE.

14.- NO UTILITY COMPANY, PUBLIC ENTITY, PARTY OR PERSON IS ALLOWED TO CONNECT TO ANY DISTRICT FACILITY WITHOUT FIRST OBTAINING A PERMIT FROM UNITED IRRIGATION DISTRICT. ANY CONNECTION NOT AUTHORIZED BY THE DISTRICT IS SUBJECT TO IMMEDIATE REMOVAL AT VIOLATOR'S EXPENSE.

15.- AS PER LOCAL GOVERNMENTS CODE REQUIREMENTS, SANITARY SEWER MUST BE CONNECTED TO RESIDENTIAL HOMES PRIOR TO RECEIVING A FINAL CLEARANCE FOR WATER METER. A SEWER TAP INSPECTION SHALL BE PROVIDED FROM THE ENTITY SEWAGE PROVIDER PRIOR TO RECEIVING A CLEARANCE FOR WATER METER(S).

16. THE RESIDENTIAL LOTS SHOULD REFLECT SERVICE BY A 3/4" METER.

17. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 10.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND OWNER(S) CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

18.- ALL LOTS SHALL HAVE A POST DEVELOPMENT FINISHED GRADE FROM THE REAR OF THE LOT TO THE CURB AND/OR ROADSIDE DITCH AT A 0.5% SLOPE TO ACCOMPLISH POSITIVE DRAINAGE.

| LINE DATA TABLE | | |
|---|---|---|
| DATA | BEARING | LENGTH |
| L1 | N 83°31'39" W | 39.36' |
| L2 | N 39°26'25" W | 35.35' |
| L3 | N 49°07'19" W | 116.56' |
| L4 | N 29°23'39" W | 121.79' |
| L5 | S 07°34'02" W | 89.88' |

| LOT No. | AREA (S.F.) | (AC) |
|---|---|---|
| 1 | 6,842.78 | 0.1571 |
| 2 | 6,844.04 | 0.1571 |
| 3 | 6,845.29 | 0.1571 |
| 4 | 6,846.55 | 0.1572 |
| 5 | 6,847.8 | 0.1572 |
| 6 | 6,849.08 | 0.1572 |
| 7 | 7,204.72 | 0.1654 |
| 8 | 7,086.16 | 0.1627 |
| 9 | 6,793.80 | 0.1560 |
| 10 | 6,794.74 | 0.1560 |
| 11 | 6,795.17 | 0.1560 |
| 12 | 6,797.21 | 0.1560 |
| 13 | 6,798.44 | 0.1561 |
| 14 | 6,796.66 | 0.1561 |
| 15 | 6,836.73 | 0.1569 |
| 16 | 6,752.00 | 0.1550 |
| 17 | 6,906.46 | 0.3045 |
| 18 | 6,855.00 | 0.1597 |

| CURVE | DELTA | RADIUS | LENGTH |
|---|---|---|---|
| "A" | 45°00'00" | 50.00' | 39.27' |
| "B" | 63°38'26" | 50.00' | 55.54' |

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:
EDUARDO'S SUBDIVISION No. 16 IS LOCATED IN WEST HIDALGO COUNTY, ON THE WEST SIDE OF TROSPER ROAD, APPROXIMATELY 2750.0 FEET NORTH OF MILE 3 NORTH ROAD (FM 1924) AND TROSPER ROAD INTERSECTION. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF MISSION ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF MISSION (POPULATION 77,058), EDUARDO'S SUBDIVISION No. 16 LIES APPROXIMATELY 0.52 MILES FROM THE CITY LIMITS AND IT IS WITHIN THE CITY OF MISSION'S FIVE-MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 212.001 AND MDS IN PGT. NO. 3.

PLANNING & ZONING COMMISSION
ACKNOWLEDGEMENT

THIS PLAT OF EDUARDO'S SUBDIVISION No. 16 HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MISSION, TEXAS AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS 17TH DAY OF April 20 17

CHAIRMAN

CITY OF MISSION
CERTIFICATE OF APPROVAL

UNDER LOCAL GOVERNMENT CODE 212.0115(D) WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF EDUARDO'S SUBDIVISION No. 16 WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MISSION.

MAYOR OF CITY OF MISSION — DATE 4/20/17
ATTEST: CITY SECRETARY — DATE 4/20/17

INDEX OF SHEETS

SHEET 1.- HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS, AND EASEMENT DIMENSIONS; LEGAL DESCRIPTION (NOTES AND BOUNDS); SURVEYOR'S AND ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNERS DEDICATION, CERTIFICATION, AND ATTESTATION; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL; CERTIFICATION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY; H.C.D.D. CERTIFICATION; IRRIGATION DISTRICT CERTIFICATE OF APPROVAL; RIGHT OF WAY CERTIFICATION; HCMO CERTIFICATION; REVISION NOTES.

SHEET 2.- WATER DISTRIBUTION MAP, ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); TYPICAL WATER SERVICE CONNECTION; SUBMINOR CERTIFICATE AND STATEMENT.

SHEET 3.- DETAIL SHEET

SHEET 4.- SEWER DISTRIBUTION SHEET

SHEET 5.- PAVING DISTRIBUTION AND DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE; AND ENGINEER'S CERTIFICATION. REVISION NOTES; TYPICAL ROADWAY SECTION; CURB AND GUTTER SECTION; VALLEY GUTTER SECTION.

| SHEET NO. 1 OF 5 SHEETS | FILENAME / DOCUMENT: SUBDIVISIONS\EDUARDO'S No.16\PLAT | |
|---|---|---|
| | DATE PREPARED: 3-23-17 | PREPARED BY: V.R. |
| | DRAWN BY: V.R. | CHECKED BY: |
| | FILE No. 2017 | SCALE: N/A |
| | APPROVED BY: | APPROVED BY: |

| NO. | SHEET | REVISION | DATE | APPROVED |
|---|---|---|---|---|
| | | | | |

PRINCIPAL CONTACTS:

| | Name | Address | City & Zip | Phone | Fax |
|---|---|---|---|---|---|
| OWNER: | INGRID ASTRID IZAGUIRRE | 7413 N. LA HOMA RD. | MISSION, TEXAS 78574 | (956)340-3246 | (956)585-0554 |
| ENGINEER: | GILBERTO A. GRACIA | 7413 N. LA HOMA | MISSION, TEXAS 78574 | (956)584-0554 | (956)584-0554 |
| SURVEYOR: | ALFONSO GUINTANILLA | 124 E. STUBBS | EDINBURG, TEXAS 78541 | (956)381-6469 | (956)381-0327 |


# IZAGUIRRE ENGINEERING GROUP, LLC.

7413 N. LA HOMA
MISSION TX, 78574

CONSULTING ENGINEERS
F-10214

TEL. (956) 584-0554
FAX. (956) 584-0554

# PLANNING DEPARTMENT

## County of Hidalgo

Rev. 06-03-15

OSSF


Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

T.J. Arredondo, CFM
*Director of Planning*


Precinct 1 2 3 4

Application No: N/A

**HIDALGO COUNTY**
**CERTIFICATE OF PLAT AND UTILITY STATUS**
**UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)**

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

**Upon the application of:**

| Approved by Environmental Health: | Temporary Service | Final Service |
|---|---|---|
| | Authorized Signature | Authorized Signature |
| Inspection/Permit No: | | |
| Date Approved: | / / | / / |

**Name:** Luis Garcia

**Address:** 313 S. 66th Ln. McAllen, TX. 78503

**Phone:** 802-8404

**Water Supplier:** MHWSC

**Utility Provider:** [ ] M.V.E.C. [✓] AEP

**Account/ESI No.:** N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Sol Subdivision lots 1-12,

on_____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in **"yes"** or **"no"** in each blank

YES A plat has been prepared;

YES A plat has been reviewed and approved by the Commissioners Court; (Date approved 5-2-17);

YES water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by Flor Sesin);

NO an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by _____);

YES individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by _____);

YES electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by Flor Sesin);

| Planning Department Authorized Signature | Hidalgo County Judge | Date |
|---|---|---|

ATTEST: _____ Hidalgo County Clerk — Date

# PLANNING DEPARTMENT

## County of Hidalgo

Rev. 06-03-15

055F


Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
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2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

T.J. Arredondo, CFM
*Director of Planning*


**Precinct** (1) 2 3 4

**Application No:** N/A

### REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

**Name:** Luis Garcia - Fenech Sole, LLC

**Address:** 3113 S. 6th Lane
McAllen TX 78503

**Phone:** (956) 802-8404

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

Sol Subdivision Lots 1-12

STATUS OF PERSON OR ENTITY MAKING REQUEST:

- [X] Subdivider
- [X] Owner of lot in subdivision
- [ ] Resident of lot in a subdivision
- [ ] Entity that provides utility service

Requesting Party (Signature) — Date: 09/27/2017

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

- [X] Deed
- [ ] Executory Contract
- [ ] Lease
- [ ] Rent Receipt
- [ ] Affidavit
- [✓] Other (describe) Copy of Subd. Plat

**This part to be filled out by receiving county official:**

**Location of land verified and completed request accepted by Hidalgo County for processing on:**

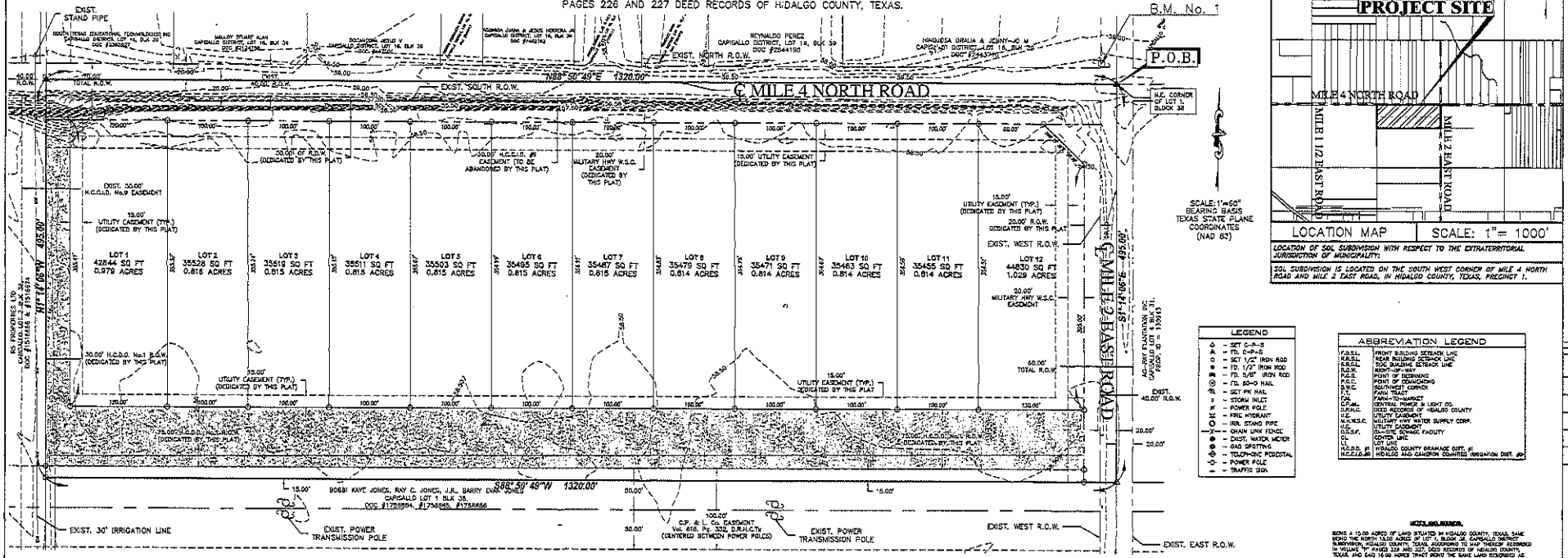
9-8-17
**Date**

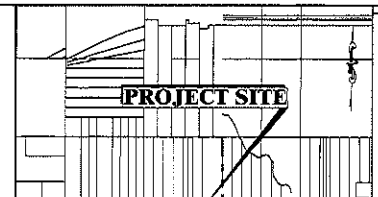
**County Official**

DATE OF PREPARATION: MARCH 20, 2017

# SOL SUBDIVISION

BEING 15.0 ACRES OF LAND SITUATED IN HIDALGO COUNTY, TEXAS AND BEING THE NORTH 15.00 ACRES OF LOT 1, BLOCK 38, CAPISALLO DISTRICT SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO MAP THEREOF RECORDED IN VOLUME "P" PAGES 226 AND 227 DEED RECORDS OF HIDALGO COUNTY, TEXAS.




LOCATION MAP SCALE: 1"= 1000'

*LOCATION OF SOL SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF MUNICIPALITY:*

*SOL SUBDIVISION IS LOCATED ON THE SOUTH WEST CORNER OF MILE 4 NORTH ROAD AND MILE 2 EAST ROAD, IN HIDALGO COUNTY, TEXAS, PRECINCT 1.*

| LEGEND | |
|---|---|
| △ | = SET C-R-S |
| ▲ | = FD. C-R-S |
| ○ | = SET 1/2" IRON ROD |
| ● | = FD. 1/2" IRON ROD |
| ⊗ | = FD. 5/8" IRON ROD |
| ⊙ | = FD. 60-D NAIL |
| ⊕ | = SET PK NAIL |
| ▫ | = STORM INLET |
| ⊠ | = POWER POLY |
| FH | = FIRE HYDRANT |
| IRR. | = IRR. STAND PIPE |
| | = CHAIN LINK FENCE |
| | = EXIST. WATER METER |
| | = GAS SPOTTING |
| | = TELEPHONE PEDESTAL |
| | = POWER POLE |
| | = TRAFFIC SIGN |

| ABBREVIATION LEGEND | |
|---|---|
| F.B.S.L. | FRONT BUILDING SETBACK LINE |
| R.B.S.L. | REAR BUILDING SETBACK LINE |
| S.B.S.L. | SIDE BUILDING SETBACK LINE |
| R.O.W. | RIGHT-OF-WAY |
| P.O.B. | POINT OF BEGINNING |
| P.O.C. | POINT OF COMMENCING |
| S.W.C. | SOUTHWEST CORNER |
| F.N. | FARM TRACT |
| F.M. | FARM-TO-MARKET |
| C.F.&L.Co. | CENTRAL POWER & LIGHT CO. |
| D.R.H.C. | DEED RECORDS OF HIDALGO COUNTY |
| U.E. | UTILITY EASEMENT |
| M.H.W.S.C. | MILITARY HWY WATER SUPPLY CORP. |
| U.E. | UTILITY EASEMENT |
| O.S.S.F. | ON-SITE SEWAGE FACILITY |
| O.L. | OVERTON LANE |
| L.T. | LOT LINE |
| H.C.I.D. #9 | HIDALGO COUNTY DRAINAGE DIST. #1 |
| H.C.I.C.I.D.#9 | HIDALGO AND CAMERON COUNTIES IRRIGATION DIST. #9 |

**OWNER'S ACKNOWLEDGMENT**
STATE OF TEXAS
COUNTY OF HIDALGO

I, (WE) (NAME) ..., AS THE OWNER (S) OF THE 15.0 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE BOUNDARIES OF THIS SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS SHOWN IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREETS, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE 232.032 AND THAT:
(1) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(2) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, THE MINIMUM REQUIREMENTS OF THE STATE STANDARDS;
(3) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS AND;
(4) GAS CONNECTIONS IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS, I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

LUIS F. GARCIA (PRESIDENT) DATE 03-27-2017
PENSON SOLE, LLC
3113 S. 8TH LANE
MCALLEN, TEXAS 78503

STATE OF TEXAS
COUNTY OF HIDALGO
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED LUIS F. GARCIA, (PRESIDENT) KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 27TH DAY OF MARCH 2017.

DEBRA L. GUERRA NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
Notary Public, State of Texas Commission Expires 02-11-21
Comm. Expires 02-11-2021
Notary ID 129709214

**HIDALGO COUNTY**
**CERTIFICATE OF PLAT APPROVAL**
**HIDALGO COUNTY HEALTH DEPARTMENT**

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF SOL SUBDIVISION HAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON THIS 3RD DAY OF APRIL 2017.

ENVIRONMENTAL HEALTH DIVISION MANAGER DATE 5-3-17

**HIDALGO COUNTY**
**CERTIFICATE OF PLAT APPROVAL**
**UNDER LOCAL GOVERNMENT CODE § 232.028 (A)**

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF SOL SUBDIVISION, WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON THIS 2ND DAY OF APRIL 2017.

RAYMUNDO MARCIA JR. DATE 5/1/17
HIDALGO COUNTY JUDGE

ATTEST: ARTURO GUAJARDO JR. 5-22-17
HIDALGO COUNTY CLERK DATE

APPROVED BY COMMISSIONERS COURT ON: 5/1/17

**HIDALGO COUNTY**
**CERTIFICATE OF PLAT APPROVAL**
**HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT NO. 9**

THIS PLAT APPROVED BY THE HIDALGO COUNTY AND CAMERON COUNTIES IRRIGATION DISTRICT # 9, DATED THIS 3RD DAY OF APRIL 2017.

1. NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT NO.9 RIGHT-OF-WAYS AND /OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF H.C.C.I.D. #9.
2. IT IS UNDERSTOOD THAT THE RATE OF FLOW OF STORM WATER FOR THIS DEVELOPMENT WILL BE, NO GREATER THAN THE RATE OF FLOW OF STORM WATER WHEN THE LAND WAS IN AGRICULTURAL USE.
3. H.C.C.I.D. #9 WILL NOT BE RESPONSIBLE FOR THE STORM/DRAINAGE WATER SYSTEM TO ANY LOT WITH IN THIS SUBDIVISION, AS WELL, H.C.C.I.D. #9 WILL NOT BE RESPONSIBLE FOR THE ELEVATION OF ANY LOT WITH IN THIS SUBDIVISION, IF EXISTED, THEY WILL NOT BE AT THE DISTRICTS DISPOSAL.
4. H.C.C.I.D. #9 HAS NOT EXAMINED AND DOES NOT CERTIFY THAT THE STORM SEWER OR UTILITIES SYSTEM DESIGNED AND APPROPRIATE, FOR THE HAITIAN SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. SOL DEVELOPER AND HIS ENGINEER ARE RESPONSIBLE FOR THESE DETERMINATIONS.

GENERAL MANAGER HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT No.9 April 5th, 2017 STATE

**HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CERTIFICATE**

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE NO. 49.211(c). THIS DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESIGNED ARE APPROPRIATE FOR THE PROPOSED SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
PAUL E. SUBIA, P.E., C.F.M. DATE 5/12/17
GENERAL MANAGER

**HIDALGO COUNTY**
**CERTIFICATE OF PLAT APPROVAL**
**MILITARY HIGHWAY WATER SUPPLY CORPORATION**

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF SOL SUBDIVISION, WAS REVIEWED AND APPROVED BY THE MILITARY HIGHWAY WATER SUPPLY CORPORATION, DATED THIS 2ND DAY OF APRIL 2017.

RAMON ROGELIO JR. DATE 4-6-17
GENERAL MANAGER

**STATE OF TEXAS – COUNTY OF HIDALGO**

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATION HAVE BEEN GIVEN TO THIS PLAT.

IVAN GARCIA P.E. R.P.L.S. DATE 3-27-17
MBA PROFESSIONAL ENGINEER NO. 113462

STATE OF TEXAS – IVAN GARCIA – 113462 – LICENSED PROFESSIONAL ENGINEER

**STATE OF TEXAS – COUNTY OF HIDALGO**

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF MCALLEN AND HIDALGO COUNTY, TEXAS.

IVAN GARCIA, R.P.L.S. DATE 3-27-17
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6466
SURVEY FIRM # 101940271

STATE OF TEXAS – IVAN GARCIA – 6466 – REGISTERED PROFESSIONAL LAND SURVEYOR

FILED FOR RECORD IN HIDALGO COUNTY ARTURO GUAJARDO JR. HIDALGO COUNTY CLERK

ON: 5/22/17 9:10 AM/PM
INSTRUMENT NUMBER 2917589
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: Sandra Cano DEPUTY

**GENERAL NOTES:**

1. FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "C" (NO SHADE)

ZONE "C" AREAS (NO SHADE), AREAS OF MINIMAL FLOODING ACCORDING TO COMMUNITY-PANEL NO. 480334 0005B, REVISED JANUARY 2, 1985.

2. SETBACKS:
FRONT: 60.00 FEET OR EASEMENT WHICHEVER IS GREATER
REAR: 30.00 FEET OR EASEMENT WHICHEVER IS GREATER
SIDE: 30.00 FEET OR EASEMENT WHICHEVER IS GREATER
CORNER SIDE: 20.00 FEET FOR LOT 12

3. NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON THE LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS. APPLICATIONS FOR CONSTRUCTION AND ASSURED PRIOR TO OCCUPYING THE LOT. ANY OTHER USE SHALL REQUIRE HEALTH, PLANNING AND FIRE MARSHALL APPROVAL.

4. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTER LINE OF MILE 4 NORTH ROAD, OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. NO CERTIFICATE OF OCCUPANCY MAY BE ISSUED FOR LOTS LOCATED ENTIRELY A DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISHED FLOOR ELEVATIONS.

5. THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE APPROVED ENGINEERING PLANS.
—MBA NO. 1=, ELEV. 98.11 NAVD 88, DESCRIPTION: TOP OF RAILROAD SPIKE NEAR POWER POLE FOUND 20' NORTHWEST FROM THE NORTHEAST CORNER OF THIS SUBDIVISION, 249 FEET, MORE OR LESS, TO THE NORTH, ±1 MILE EAST OF MILE 2 EAST ROAD.
—MBA NO. 2=, ELEV. 98.11 NAVD 88, DESCRIPTION: TOP OF RAILROAD SPIKE NEAR POWER POLE FOUND 20' NORTHWEST FROM THE NORTHEAST CORNER OF THIS SUBDIVISION, 249 FEET, MORE OR LESS, TO THE NORTH, ±1 MILE EAST OF MILE 2 EAST ROAD.

6. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 11.885 CUBIC-FEET OR 0.273 ACRE-FEET OF STORM WATER RUNOFF. HOWEVER WILL BE DETAINED IN DETENTION BASIN AREAS IN THE LOTS.

7. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW - LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENTS.

8. EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHICH WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

9. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET UNLESS THE HIDALGO COUNTY MODEL SUBDIVISION RULES, BY WHICH THIS PLAT, DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER REQUIREMENTS HAVE BEEN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER SUCH AS CLEARANCE.

10. ON-SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVISION IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS. A DESIGNATION SHALL BE SUBMITTED FOR COMMERCIAL USE.

A. OSSF SYSTEMS ARE BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY.
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 25,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEMS SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.

11. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT, THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.

12. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED ACQUIRING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

13. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

14. PENSON SOLE, LLC (LUIS GARCIA), THE OWNERS & SUBMITTERS OF THIS SUBDIVISION, SECURE A BLANKET EASEMENT UPON THE LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS INDICATED ON SHEET No. 2 OF THIS PLAT.

15. THE OWNER OF THE LOT SHALL BE RESPONSIBLE TO INSTALL DRIVEWAY CULVERT WITH REINFORCED CONCRETE PIPE OF NO LESS THAN 12 INCHES IN DIAMETER BY 20 FEET IN LENGTH, AND RE-GRADING OF ROADSIDE DITCH TO HIDALGO COUNTY SPECIFICATIONS AT THE TIME OF APPLICATION FOR CONSTRUCTION.

16. ANY ADDITION TO EXISTING RESIDENCE STRUCTURE OR NEW PROPOSED DWELLING ON THE LOT MUST COMPLY WITH ALL SETBACK RESTRICTIONS RECORDED ON THIS PLAT.

17. THE LOT SHALL HAVE A POST DEVELOPMENT FINISHED GRADE FROM THE CENTER OF THE LOT TO THE SIDE AND OR REAR/BACK DITCH AT A CLEAR % SLOPE TO ACCOMPLISH POSITIVE DRAINAGE. THIS IS IN ACCORDANCE WITH HIDALGO COUNTY SUBDIVISION RULES APPENDIX 3.1.A.6.

**METES AND BOUNDS:**

BEING A 15.00 ACRES OF LAND SITUATED IN HIDALGO COUNTY, TEXAS, SAME BEING THE NORTH 15.00 ACRES OF LOT 1, BLOCK 38, CAPISALLO DISTRICT, IN HIDALGO, HIDALGO COUNTY, TEXAS, ACCORDING TO MAP THEREOF RECORDED IN VOLUME "P", PAGES 226 AND 227, DEED RECORDS OF HIDALGO COUNTY, TEXAS, SAID 15.00 ACRES TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: BEARINGS ARE REFERENCED TO THE SOUTH LINE OF SAID TRACT AS SHOWN ON THE RECORDED PLAT OF SAID SUBDIVISION, SAID TRACT BEING SURVEYED ON THE GROUND IN MARCH, 2017 AND BEING AS SHOWN ON THE ACCOMPANYING PLAT OF SAID TRACT, SAID TRACT BEING SURVEYED

| | PLANNING DEPT. PCTS 2 & 4 WATER SERVICE AVAILABILITY | |
|---|---|---|
| | | |
| | APPLICANT | APPLICATION NO. |
| | | |
| 1. | Isaac Garza & Jacob Garza | 4-15836 |
| 2. | Laura Elia Vasquez and Maria Loudes Diaz | 4-16827 |
| 3. | Elmer and Jennifer Avelar | 4-16868 |
| | | |
| | | |
| | COMM. COURT: JUNE 13, 2017 | |

# PLANNING DEPARTMENT

## County of Hidalgo

Rev. 06-03-15


Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

T.J. Arredondo, CFM
*Director of Planning*


**Precinct 1 2 3 4**

**Application No:** 4-16868

**HIDALGO COUNTY**
**CERTIFICATE OF WATER SERVICE AVAILABILITY**
**UNDER TEXAS LOCAL GOVT. CODE SECTION 232.029(c)(2)**

**Upon the application of:**

**Name:** Elmer Avelar

**Address:** P.O. Box 4155
Edinburg TX - 78540

**Phone:** 956-792-3905

| | Temporary Service | Final Service |
|---|---|---|
| **Approved by Environmental Health:** | | R Rios |
| | Authorized Signature | Authorized Signature |
| **Inspection/Permit No:** | | SEPTIC INSTALLED |
| **Date Approved:** | / / | 5 126 17 |

PM-51200

**Water Supplier:** North Alamo

**Utility Provider:** [ ] M.V.E.C. [ ] AEP

**Account/ESI No.:** N/A

[ ] Temporary Pole [ ] Permanent Service

**who is the person requesting utility service to subdivided land ("land") described as follows:**

Elmer Avelar
RB Curry Survey #2 Lot # 1 ,

*[Insert the lot and block number in recorded subdivision, address, or description in deed, etc]*

**and who has submitted to the court an affidavit as required by Local Govt. Code Sec. 232.029 (f), on _____, 20____, the Hidalgo County Commissioners Court approved the issuance of this certificate stating as follows (strike through the statement that does not apply)**

**The land was not subdivided after September 1, 1995, and water service is available within 750 feet of the land.**

**-OR-**

**The land was not subdivided after September 1, 1995, and water service is available more than 750 feet from the subdivided land and the extension of water service to the land may be feasible, subject to a final determination by the water service provider.**

**Planning Department Authorized Signature** | **Hidalgo County Judge** | **Date**

**ATTEST:** _____ **Hidalgo County Clerk** | **Date**

# PLANNING DEPARTMENT

## County of Hidalgo

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T.J. Arredondo, CFM
*Director of Planning*


**Precinct 1 2 3 4**

**Application No:** 4-16868

**AFFIDAVIT**
**TO APPLY TO THE COUNTY OF HIDALGO**
**FOR CERTIFICATE OF WATER SERVICE AVAILABILITY**
**UNDER TEXAS LOCAL GOVT. CODE SECTION 232.029(c)(2)**

[*Note: To be eligible, the land must not have been subdivided after September 1, 1995.*]

**THE STATE OF TEXAS** §
**COUNTY OF HIDALGO** §

**BEFORE ME, the undersigned authority, on this day personally appeared**

Elmer Arnoldo Avelar ,

**Known to me [*or* proved to me in the oath of** Elmer A. Avelar **or through** Texas Drivers License *(description of federal or state government ID card with photograph and signature)*], **who swore on oath that the following two statements are true:**

#EDL 04814710 TX.

1. **"I am requesting utility service to the following described land:**

R. B. Curry Survey #2 Lot #1 ."

*[Insert the lot and block number in recorded subdivision, address, or description in deed, etc]*

2. **"The land described above has been sold or conveyed to me."**

**AND [*strike through the statement below that does not apply*]**

**3A. "The land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1995."**

**-OR-**

**3B. "The land was on August 31, 1999, located in the extraterritorial jurisdiction of a municipality as determined by Local Govt. Code Chapter 42; and the land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1999."**

(Signature)

**SUBSCRIBED AND SWORN TO before me on** June 1 , 2017, **to certify which, witnesses my hand and seal of office.**

Dianabel A. Garza
**NOTARY PUBLIC IN AND FOR**
**THE STATE OF TEXAS**

DIANABEL A GARZA
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 4/13/21
NOTARY ID 612062-7

# Chapter 232 Texas LGC Application

APPLICATION NO: 4-16868
May. 24, 2017

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1304 S. 25th Ave EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

C9800-00-002-0001-08

[ 1] OWNER: AVELAR, ELMER
AVELAR, JENNIFER
P.O. BOX 4155
EDINBURG, TX 78540
Telephone No.

[ 2] CONTRACTOR: SELF

[ 3] WATER SYSTEM: N AL

[ 4] PURPOSE OF APPLICATION: NEW RESIDENCE
25- RESIDENTIAL NEW SINGLE DWELLING

[ 5] SIZE OF STRUCTURE: 1,301 Sq. Ft.

[ 6] USE OF BUILDING: NEW RESIDENCE

[ 7] LEGAL DESC./NAME OF SUBDIVISION
CURRY N155'-W84.55'-E363.20'-
T 1 BLK 2 0.30AC GR 0.25AC NET

LOCATION: 0

[ 8] SEWAGE: EXIST

[ 9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $24,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES
X NO

**Special Conditions: No construction allowed over any easements.**
MUST COMPLY W/ ALL COUNTY SETBACKS AND REGULATIONS
SETBACKS FRONT 50' SIDE 6' REAR 15' SIDE 6'
MIN. ELEV. 18" ABOVE NATURAL GROUND

Gilberto Mata — Prepared by — 5-24-17 Date

A Guillermo Rodrigues — Approved by — 5-24-17 Date

X _____ — Signature of Owner or Applicant — 5-24-17 Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT . . . . . **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 480334 Pct: 0

Community No.: 0325D

Certification of Elevation
Required: ____ YES X NO ____ BFE

A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

## [ NOTICE ]

**SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.**

**I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.**

# General Warranty Deed

**Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.**

Date: **May 16, 2017**

Grantor: **ROSA LINDA DIAZ, A SINGLE PERSON**

Grantor's Mailing Address: **926 Robins Rd.**
**Lansing, Michigan 48917-2090**
**Eaton County**

Grantee: **ELMER AVELAR AND WIFE, JENNIFER AVELAR**

Grantee's Mailing Address: **P.O. Box 4155**
**Edinburg, Texas 78540**
**Hidalgo County**

Consideration: TEN AND NO/100THS DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged

Property (including any improvements):
**0.30 acre tract of land, being designated as Tract No. 7 out of the North 3.10 acres of the East 19.57 acres of Lot No. 1 of the R. B. Curry Survey Subdivision No. 2, as recorded in Volume 2, Page 23 of the Plat Records of Hidalgo County, Texas, being more particularly described by metes and bounds as follows:**

**BEGINNING at a point for the northeast corner of this tract, said point of beginning bears S 81 degrees 11 seconds E, 278.65 feet to the northeast corner of Lot 1, R. B. Curry Survey Subdivision No. 2;**

**THENCE, along the east line of this tract, S 8 degrees 49 seconds W, first passing a 1/2" iron rod set at 25.00 feet on the South R.O.W. line of Tex-Mex Road, a 50.00 foot Road, a total distance of 155.00 feet to a 1/2" iron rod set for the southeast corner of this tract;**

**THENCE, along the south line of this tract, N 81 degrees 11 seconds W, 84.55 feet to a 1/2" iron rod set for the southwest corner of this tract;**

**THENCE, along the west line of this tract, N 8 degrees 49 seconds E, first passing a 1/2" iron rod set at 130.00 feet on the South R.O.W. line of Tex-Mex Road, a total distance of 155.00 feet to a point for the Northwest corner of this tract;**

**THENCE, along the north line of this tract and the center line of Tex-Mex Road, a 50.00 foot Road R.O.W., S 81 degrees 11 seconds E, a total distance of 84.55 feet to the original point of beginning and containing 0.30 acres of land, of which 0.05 acre lie within Road R.O.W.**

Reservations from and Exceptions to Conveyance and Warranty:
**Subject To:**

**Easements and Conditions as shown on the Map or Plat thereof, filed for record in Volume 2, Page 23, Map Records Hidalgo County, Texas.**

**Easements, rights, rules and regulations in favor of Hidalgo County Water Control & Improvement District No. 1.**

**Easements or claims of easements which are not a part of the public record.**

**Oil, gas and mineral lease recorded in Volume 117, Page 7, Oil & Gas Lease Records of Hidalgo County, Texas.**

**All the oil, gas and other minerals on, in under or that may be produced from the subject property are excepted herefrom in instrument dated October 14, 1957, recorded in Volume 901, Page 22, Deed Records, Hidalgo County, Texas.**

**All rights, titles and interests in and to all portions of the proposed insured land lying within a drainage ditch, drainage pipe, drainage line, a canal or an irrigation line as may be claimed in fee by Hidalgo County Irrigation District No. 1.**

**Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.**

**Subdivision regulations of the County of Hidalgo and/or ordinance or governmental regulations of the City wherein the subject property lies or holds extra-territorial jurisdiction.**

**All ad valorem taxes for the year 2017 and all subsequent years.**

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

For the same Consideration, Grantor hereby grants, sells, conveys, assigns and delivers to Grantee, without covenant or warranty express or implied (whether under Section 5.023 of the Texas Property Code or otherwise), all right, title and interest, if any, of Grantor, as owner of the Property but not as owner of any other Property in and to (i) strips or gores, if any, between the Property and abutting properties, (ii) any land lying in or under the bed of any street, alley, road or right-of-way, opened or proposed, abutting or adjacent to the Property, (iii) any leases and rental agreements (whether written or verbal) that grant a possessory interest in or that otherwise grant rights with regard to the use of all or any portion of the Property, and (iv) any easements, rights of way, rights of ingress and egress or other interests in, on or to, any land, highway, street, road or avenue, open or proposed, in, on, across from, in front of, abutting, adjoining or otherwise appurtenant to the Property, as well as all other rights, privileges and appurtenances owned by Grantor and in any way related to the Property and other rights and interests of Grantor hereunder conveyed.

When the context requires, singular nouns and pronouns include the plural.

Rosalinda Diaz

**ROSA LINDA DIAZ**

(Acknowledgment)

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the 16 day of May, 2017, by **ROSA LINDA DIAZ.**

(SEAL)

LILIA AREVALO
Notary Public, State of Texas
My Comm. Exp 08-07-2017
NOTARY ID#: 6384593

Lilia Arevalo
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Elmer Avelar
P.O. Box 4155
Edinburg, Texas 78540

PREPARED IN THE LAW OFFICE OF:
JOHN ROBERT KING
3409 N. 10th, Suite 100
McAllen, Texas 78501
File No.: GF#3172999;LA/ct

2017-131

STATE OF TEXAS §
§
COUNTY OF HIDALGO§

CONTRACT TO GIVE DEED 193495

This Agreement made and entered into this 30th day of July, 1986, by and between FELIPE GALAVIZ and wife, ELENA GALAVIZ, hereinafter referred to as Sellers, and ROSALINDA DIAZ, hereinafter referred to as Purchaser.

WITNESSETH:

For and in consideration of the total sum of $5,500.00 Sellers hereby sell to Purchaser and Purchaser hereby buys from Sellers the following described property situated in the County of Hidalgo, State of Texas, subject to the terms and conditions hereinafter provided, to-wit:

0.30 acre tract of land, being designated as Tract No. 7 out of the North 3.10 acres of the East 19.57 acres of Lot 1, R. B. Curry Subdivision No. 2 as recorded in Volume 2, Page 23, of the Plat Records of Hidalgo County, Texas.

1. Payment shall be made as follows: This sum shall be scheduled for payments in 60 monthly payments of $100.00 and 11 monthly payments of $140.40 and 1 payment of $140.46, which shall include interest at the ANNUAL PERCENTAGE RATE OF 10%.

2. The first of such scheduled payments shall be made on or before August 1st, 1986, and a like payment shall be made on the same day of each succeeding month thereafter until fully paid or until August, 1992. Each installment shall be applied first to the payment of accrued interest on the unpaid principal balance and the remainder of each installment shall be applied to the reduction of unpaid principal. Purchasers may prepay the total balance remaining on the purchase price at any time prior to maturity without penalty.

3. The parties agree that Sellers have effected a credit sale of the above described real property whereby title to said realty will be retained by Sellers until the total purchase price provided above has been paid by Purchaser. Upon final payment of the entire purchase price, together with any accrued interest, Seller shall provide Purchaser with a general Warranty Deed to the above described property. Said conveyance will reserve all oil, gas and other minerals.

4. It is specifically understood and agreed that all city, school, state and county taxes for the current year will be prorated.

5. Possession of the above described property shall be given to Purchaser upon the execution of this contract.

6. Purchaser covenant and agree as follows:

(A) To make prompt payment of said indebtedness as same shall become due and payable and do and perform all of the covenants and agreements herein imposed upon Purchaser.

(B) To pay when due all taxes and assessments of every nature and kind inclusive of state, county, city and school taxes that fall due on said property after the date of this contract.

(C) That in the event Purchaser fail to pay promptly when due all taxes and assessments, as aforesaid, or fails to keep the improvements insured, as aforesaid, then Sellers may, but without being required to do so, pay such taxes and assessments and any sums which may be so paid out by Sellers therefore shall bear interest from the date of such payment at the highest rate allowed by law and shall be paid by Purchaser to Sellers upon written demand at the same place at which the hereinabove mentioned installments are payable.

(D) In the event Purchasers shall default in the prompt payment of said indebtedness or shall violate or ommit to perform any of the provisions of this Agreement and such default, violation or ommission shall continue for a period of 7 days and in any of such events Sellers may give thirty (30) days written notice to Purchasers, Purchasers expressly waiving further demand or notice, that unless Purchasers shall cure said default within said thirty (30) day period Sellers may declare the entire unpaid indebtedness, together with all interest then accrued thereon, immediately due and payable and enforce the collection thereof or declare this contract cancelled and of no further force and effect. In the event Sellers elect to declare this contract cancelled and of no further force and effect all monies that have been paid to or deposited with Sellers hereunder shall be forfeited and belong to Sellers as liquidated damages to compensate Sellers for breach of this contract and for rental and deterioration of the property. Immediately upon this contract being declared cancelled and of no further force and effect, all of the rights, claims and interests of the Purchasers in and to said property shall thereupon terminate and be at an end and the property shall unconditionally belong to Sellers.

7. Notwithstanding anything herein contained to the contrary it is agreed that if the herein described real property is used or to be used as the Purchasers residence, notice of Sellers intention to enforce the forfeiture and/or acceleration shall be in accordance with Article 1301b of the Revised Civil Statutes of Texas if in effect at the time of said notice of forfeiture and/or acceleration.

8. Neither this contract nor the property herein described may be assigned, sold, pledged, or mortgaged by the Purchasers without first obtaining the prior written consent of Sellers. Failure to obtain such consent shall be considered an event of default subject to paragraph 6(D) above.

9. It is agreed that written notice from Sellers addressed and mailed by certified or registered mail to the Purchasers at the address set forth after the Purchaser's signature below shall be sufficient notice of cancellation of this contract it being specifically agreed by Purchasers that no further notice shall be necessary.

10. No waiver by Sellers of any breach of any term, covenant or condition hereof shall be deemed a waiver of the same or subsequent breach of the same or any other term, covenant or condition. The acceptance of any installment payment by Sellers shall not be deemed a waiver of any earlier breach by Purchasers of any term, covenant or condition hereof regardless of Seller's knowledge of such breach when said payment is accepted. No covenant, term or condition of this agreement shall be deemed waived unless it is waived in writing.

11. This contract contains all of the terms and conditions of the agreement between Purchasers and Sellers. No statement, representation or warranty of any kind or nature whatsoever made by either party or by any other person shall be relied upon by either party unless included herein.

12. Until further notice all payments will be made by Purchasers to Sellers at Rt. 1 Box 458-A, Edinburg, Texas or Rt. 1 Box 449-D, Edinburg, Texas.

13. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, executors and legal representatives of Purchasers hereunder but no assignment or transfer by Purchasers under this contract or their interests in the property described shall be valid unless Purchasers shall comply with Paragraph 8 above.

EXECUTED in duplicate originals this 30 day of July, 1986.

PURCHASERS

Rosalinda Diaz
ROSALINDA DIAZ

Rt. 1 Box 193
Edinburg, TX 78539
Address

SELLERS

Felipe Galaviz
FELIPE GALAVIZ

Elena Galaviz
ELENA GALAVIZ

Rt. 1 Box 458-A
Edinburg, Texas 78539
Address

SUBSCRIBED AND SWORN TO BEFORE ME, on the 30th day of July, 1986, to certify which witness my hand and seal of office.




Leticia G. Balderas
Notary Public, State of Texas

My commission expires: 3-8-89

LETICIA G. BALDERAS
Notary Public, Hidalgo County, Texas

LAW OFFICES
JOHNSON & KEETER
MIDLAND, TEXAS 79701

VOL 2383 PAGE 269

123435

FILED for Record
DEC 24 1986
at 10:00 A.M.
Recorded in Volume
By ... Deputy

LAW OFFICES
JOHNSON & KEETER
MIDLAND, TEXAS 79701

Ck. 1960
Re- Felipe Salazar
Pte 1 Blk 458-A
FE Dinbar

# PLANNING DEPARTMENT

## County of Hidalgo

Rev. 06-03-15


Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

T.J. Arredondo, CFM
*Director of Planning*


**Precinct 1 2 3 4**

**Application No:** 4-16827

**HIDALGO COUNTY**
**CERTIFICATE OF WATER SERVICE AVAILABILITY**
**UNDER TEXAS LOCAL GOVT. CODE SECTION 232.029(c)(2)**

| Approved by Environmental Health: | Temporary Service | Final Service |
|---|---|---|
| | | R Rios |
| | Authorized Signature | Authorized Signature |
| Inspection/Permit No: | | SEPTIC-INSTALL |
| Date Approved: | / / | 5/26/17 |

Perc-S1189

**Upon the application of:**

**Name:** Laura Elia Vazquez

**Address:** 1051 Andersson rd
Donna T
78537

**Phone:** 616 375 68-25

**Water Supplier:** N I A

**Utility Provider:** [ ] M.V.E.C. [ ] AEP

**Account/ESI No.:** # 196734-003

[ ] Temporary Pole [ ] Permanent Service
Mobile Home

**who is the person requesting utility service to subdivided land ("land") described as follows:**

Hill - Halbert Lot 19 all of Lot # 01

*[Insert the lot and block number in recorded subdivision, address, or description in deed, etc]*

**and who has submitted to the court an affidavit as required by Local Govt. Code Sec. 232.029 (f), on _____, 20____, the Hidalgo County Commissioners Court approved the issuance of this certificate stating as follows (strike through the statement that does not apply)**

**The land was not subdivided after September 1, 1995, and water service is available within 750 feet of the land.**

**-OR-**

**The land was not subdivided after September 1, 1995, and water service is available more than 750 feet from the subdivided land and the extension of water service to the land may be feasible, subject to a final determination by the water service provider.**

**Planning Department Authorized Signature** | **Hidalgo County Judge** | **Date**

**ATTEST:** _____ _____
**Hidalgo County Clerk** | **Date**

# PLANNING DEPARTMENT

## County of Hidalgo

Rev. 06-03-15


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956-205-7045
956-205-7049

T.J. Arredondo, CFM
*Director of Planning*


**Precinct 1 2 3 4**

**Application No:** 9-16827

**AFFIDAVIT**
**TO APPLY TO THE COUNTY OF HIDALGO**
**FOR CERTIFICATE OF WATER SERVICE AVAILABILITY**
**UNDER TEXAS LOCAL GOVT. CODE SECTION 232.029(c)(2)**

[*Note: To be eligible, the land must not have been subdivided after September 1, 1995.*]

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

**BEFORE ME, the undersigned authority, on this day personally appeared**

Laura Elia Vazquez ,

**Known to me [*or* proved to me in the oath of** ID# 42195703 ***or* through** TX Temporary Permit (*description of federal or state government ID card with photograph and signature*)], **who swore on oath that the following two statements are true:**

1. **"I am requesting utility service to the following described land:**

Hill Halbert Lot#19 all of Lot# 01 ."

*[Insert the lot and block number in recorded subdivision, address, or description in deed, etc]*

2. **"The land described above has been sold or conveyed to me."**

**AND [*strike through the statement below that does not apply*]**

**3A. "The land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1995."**

**-OR-**

**3B. "The land was on August 31, 1999, located in the extraterritorial jurisdiction of a municipality as determined by Local Govt. Code Chapter 42; and the land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1999."**

Laura Elia Vazquez (Signature)

**SUBSCRIBED AND SWORN TO before me on** 16th May, 2017, **to certify which, witnesses my hand and seal of office.**

SAN JUANA LOA
My Notary ID # 126874159
Expires April 17, 2021

San Juana Loa
**NOTARY PUBLIC IN AND FOR**
**THE STATE OF TEXAS**

# Chapter 232 Texas LGC Application

APPLICATION NO: 4-16827
May. 16, 2017

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1304 S. 25th Ave EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

H3476-00-000-0001-00

[1] OWNER: VASQUEZ, LAURA E.
DIAZ, MARIA L.
1051 E. ANDERSON
DONNA, TX 78537
Telephone No. -

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: MOBILE HOMES
44- MOBILE HOMES

[5] SIZE OF STRUCTURE: 1,216 Sq. Ft.

[6] USE OF BUILDING: MOBILE HOME

[7] LEGAL DESC./NAME OF SUBDIVISION
HILL-HALBERT LOT 19
LOT # 1
PH. 616-375-6825

LOCATION: 0 MILE 15 AND VALVERDE

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: META

[10] EST. COST OF CONST.: $16,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES X NO

**Special Conditions: No construction allowed over any easements.**
MUST COMPLY W/ ALL COUNTY SETBACKS AND REGULATIONS
SETBACKS FRONT 50' SIDE 10' REAR 265' SIDE 10'
MIN. ELEV. 18" ABOVE CL OF STREET

Gilberto Mata — Prepared by — 5-16-17 Date

Aron Hernandez — Approved by — 5-9-17 Date

X Laura Elia Vasquez — Signature of Owner or Applicant — 5-16-17 Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT . . . . . **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 480334 Pct: 4

Community No.: 0425C

Certification of Elevation Required: ____ YES X NO ____ BFE

A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

## [ NOTICE ]

**SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.**

**I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.**

1696098

NOTICE OF CONFIDENTIALITY RIGHTS:

IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS; YOUR SOCIAL SECURITY NUMBER OR DRIVER'S LICENSE NUMBER.



COPY

# CORRECTION WARRANTY DEED WITH VENDOR'S LIEN

**Date:** November 29, 2006

**Grantor:** Kyle Bennett, Individually and as Trustee for the Kyle Bennett Living Trust

**Grantor's Mailing Address (including county):** P.O. Box 365, La Blanca, Hidalgo County, Texas 78558-0365

**Grantee:** Laura Elia Vasquez and Maria Lourdes Diaz

**Grantee's Mailing Address (including county):** 440 Fleetwood, Alamo, Hidalgo County, Texas 78516

**Consideration:** TEN AND NO/100THS DOLLARS ($10.00) and other good and valuable consideration and a note of even date that is in principal amount of FIFTY THOUSAND 00/100$^{TH}$ DOLLARS ($50,000.00), plus a second note in the principal amount of TEN THOUSAND AND 00/100 to be paid on December 31, 2007, and is executed by Grantees, payable to order of Grantor. Both notes are secured by a vendor's lien retained in this deed and by deed of trust of even date from Grantee's to RAMONA FLORES, Trustee.

**Property (including any improvements):**

**All of Lot 1 and 2, HILL-HALBERT LOT 19 SUBDIVISION, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 29, Page 15, Map Records of Hidalgo County, Texas.**

**Reservations from and Exceptions to Conveyance and Warranty:**

(1) Subject to any and all Oil and Gas Leases of record, if any.
(2) Easements, rights, rules and regulations in favor of Hidalgo County Water Improvement District.
(3) Visible and apparent easements on or across the subject property.
(4) Taxes for the year 2006 and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to the Grantee the property, together will all and singular the rights and appurtenances thereto in any wise belonging to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, successors, to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance to warranty.

But it is expressly agreed that the VENDOR'S LIEN, as well as the Superior Title in and to the above described premises, is retained against the above described property, premises and improvements until the above described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute.

When the context requires, singular nouns and pronouns include the plural.

Preparer has not examined the title to this property and expresses no opinion as to the condition of title.

**NOTE CONCERNING CORRECTION:** This deed is being filed again for record as a correction deed to correct certain incorrect information and to substitute for the deed as originally recorded clerk's #1561899, Official Records Hidalgo County, Texas on December 30, 2005. The following incorrect information is being corrected: when this deed was first recorded Considerations had only $50,000.00 principal amount and $10,000.00 were missing now $10,000.00 were added which are to be paid by December 31, 2007. Other than the stated correction, no changes were made in the deed as originally recorded, and the effective date of this correction relates back to the effective date of the deed being corrected.

GRANTOR:

**Kyle Bennett, Individually and as Trustee for the Kyle Bennett Living Trust**

GRANTEE:

Laura Elia Vazquez
**LAURA ELIA VASQUEZ**

María L. Díaz
**MARIA LOURDES DIAZ**

**ACKNOWLEDGEMENT**

**The State of Texas §**
**County of Hidalgo §**

This instrument was acknowledged before me this 8th day of Dec 2006, by **Kyle Bennett, Individually and as Trust for the Kyle Bennett Living Trust.**

RAMONA D. FLORES
Notary Public, State of Texas
My Commission Expires
February 11, 2007

Ramona Flores
Notary Public in and for
Hidalgo County, Texas

**The State of Texas §**
**County of Hidalgo §**

LAURA ELIA VASQUEZ AND MARIA LOUDES DIAZ acknowledged this instrument before me this 8th day of December 2006.

RAMONA D. FLORES
Notary Public, State of Texas
My Commission Expires
February 11, 2007

Ramona D. Flores
Notary Public in and for
Hidalgo County, Texas

After Recording Return To:
Bennett Investments
P.O. Box 365
La Blanca, Texas 78558

Filed for Record in:
Hidalgo County
Eddy Treviño
County Clerk
On: Dec 08,2006 at 03:04p
As a Recording
Document Number: 1696088
Total Fees 24.00
Receipt Number - 817627
By:
Rebecca Manriquez Deputy

STATE OF TEXAS
COUNTY OF HIDALGO

I THE UNDERSIGNED OWNER OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS THE HILL-HALBERT LOT 19 SUBDIVISION TO THE COUNTY OF HIDALGO AND WHOSE NAME IS SUBSCRIBED HERETO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS ALLEYS PARKS WATERCOURSES DRAINS EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE OF CONSIDERATION THEREIN EXPRESSED

OLGA OLIVIDO DE LEON
[redacted]

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED OLGA OLVIDO DE LEON KNOWN TO ME TO BE THE PERSON WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE 3RD DAY OF 1994

NOTARY PUBLIC
COUNTY OF HIDALGO TEXAS

COUNTY JUDGE HIDALGO COUNTY

I EDGAR J RUIZ THE UNDERSIGNED JUDGE OF THE COUNTY OF HIDALGO HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS COUNTY WHEREIN MY APPROVAL IS REQUIRED

APPROVED FOR RECORDING BY COMMISSIONERS' COURT This the 1st day of April 1994 WILLIAM "BILLY" LEO, County Clerk Hidalgo County, Texas By [redacted] Deputy

EDGAR J RUIZ
COUNTY JUDGE HIDALGO COUNTY

WATER DISTRICT-
THIS PLAT APPROVED BY THE DONNA IRRIGATION DISTRICT HIDALGO COUNTY NO I ON THIS DAY 4th DAY OF Feb A D 1993

SECRETARY

PRESIDENT

STATE OF TEXAS
COUNTY OF HIDALGO

KNOWN ALL MEN BY THESE PRESENTS

I THE UNDERSIGNED A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS HEREBY, CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY DIRECTION ON THE GROUND

JAMES ARANDA
REGISTERED PROFESSIONAL LAND SURVEYOR
NO 4442
McALLEN TEXAS 78504

12/21/93

STATE OF TEXAS
COUNTY OF HIDALGO

KNOWN ALL MEN BY THESE PRESENTS

I THE UNDERSIGNED ROLANDO CRUZ A REGISTERED PROFFESSIONAL ENGINEER IN THE STATE OF TEXAS HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT AND THAT ALL ASPECTS OF IT ARE IN ACCORANCE WITH THE STATUTES GOVERNING ENGINEERING

21 DEC '93

ROLANDO CRUZ
REGISTERED PROFESSIONAL ENGINEER
NO. 55459
McALLEN TEXAS 78504

METES AND BOUNDS DESCRIPTION

A 19 38 acre tract of land out LOT 19 HILL-HALBERT SUBDIVISION out of the El Gato and La Blanca Grants Hidalgo County Texas as per the map recorded in Vol 1 Pg 35 Hidalgo County Texas

COMMENCING at the Southeast corner of Lot 19 HILL-HALBERT SUBDIVISION North 89 degrees 36 minutes East a distance of 520 0 feet to the POINT OF BEGINNING

THENCE North 0 degrees 24 minutes West on a line parallel with the West line of said Lot 19 1020 0' feet to the Northeast corner hereof

THENCE North 89 degrees 36 minutes East on a line parallel with the North line of said Lot 19 728 64 feet to a point for the Northeast corner hereof

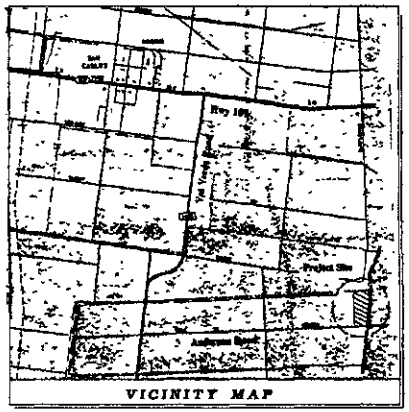
THENCE South 0 degrees 24 minutes East 1808 feet to a point for a Southeast corner hereof

THENCE South 8 degrees 49 minutes West 1014 30 feet to a point for the Southeast corner hereof

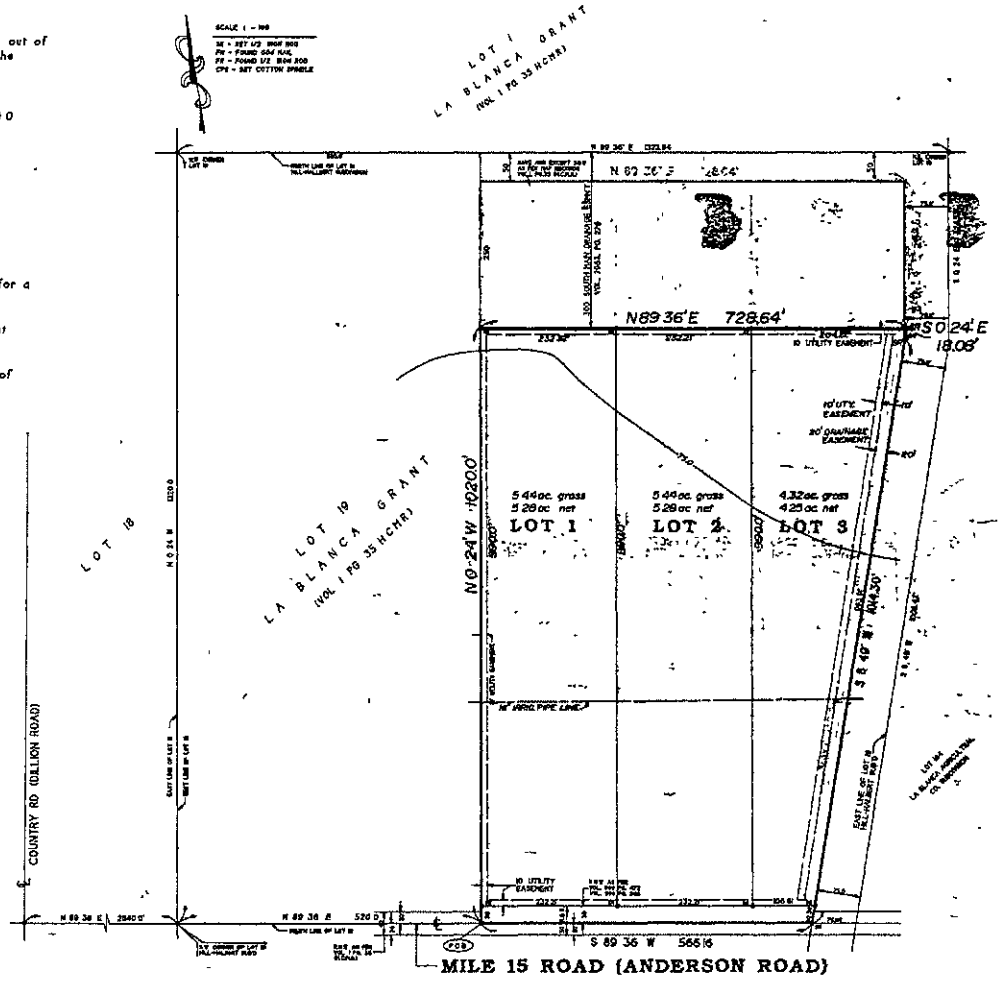
THENCE South 89 degrees 36 minutes West along the South line of said Lot 19 566 16 feet to a point for the Southwest corner and POINT OF BEGINNING and containing 19 1520ac more or less

NOTES:

1 MINIMUM FINISH FLOOR ELEVATION IS ABOVE EXISTING CENTER-LINE OF ANDERSON ROAD
2 ONE-SINGLE FAMILY RESIDENCE PER LOT
3 MINIMUM FRONT SETBACK LINE 30 FEET
MINIMUM REAR SETBACK LINE 265 FEET
MINIMUM SIDE SETBACK LINE 10 FEET
4 THE SUBDIVIDER SHALL PLACE A SUM OF MONEY IN ESCROW DETERMINE BY THE COUNTY TO PURCHASE AND INSTALL AN 18 DIA CULVERT AT DRIVEWAYS
5 THIS PROPERTY LIES ZONE C AS PER F E M A FLOOD INSURANCE RATE MAP PANEL # 480334 0425 C
6 NO VISIBLE WATER WELLS WITHIN 150 RADIUS



VICINITY MAP




LOT 20 LA BLANCA GRANT (VOL 1 PG 35 HCMRJ)

Recorded in Volume 29 Page 15 of the map records of Hidalgo County, Texas
Melden and Hunt, Inc. County Surveyors

Approved 1/4/94

372337
FILED
MAR 2 1994

APPROVED FOR RECORDING HIDALGO CO PLANNING DEPT. BY: DATE:

CHECKED FOR DRAINAGE BY: 2/14/94

# HILL-HALBERT LOT 19 SUBDIVISION

BEING A SUBDIVISION OF A 1520 ACRE TRACT OF LAND OUT LOT 19 HILL-HALBERT SUBDIVISION OUT OF THE EL GATO AND LA BLANCA GRANTS HIDALGO COUNTY TEXAS. AS PER MAP RECORDED IN VOL 1 PG 35 HIDALGO COUNTY TEXAS

DATE OF PREPARATION DECEMBER 1993

PREPARED BY
ARANDA & ASSOCIATES
LAND SURVEYING COMPANY McALLEN, TEXAS 78504

CEC CONSULTING ENGINEERS
[redacted]

# PLANNING DEPARTMENT

## County of Hidalgo

Rev. 06-03-15


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1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

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956-205-7045
956-205-7049

T.J. Arredondo, CFM
*Director of Planning*


**Precinct 1 2 3 (4)**

**Application No:** 4-168360

**HIDALGO COUNTY**
**CERTIFICATE OF WATER SERVICE AVAILABILITY**
**UNDER TEXAS LOCAL GOVT. CODE SECTION 232.029(c)(2)**

| Approved by Environmental Health: | Temporary Service | Final Service (as per R.S.) |
|---|---|---|
| | Authorized Signature | Authorized Signature |
| Inspection/Permit No: | | 30814 |
| Date Approved: | / / | 5/30/17 |

**Upon the application of:**

**Name:** Isaac, Jacob Garza

**Address:** 9207 Galactic
Dr Edinburg
TX 78542 Lot 3,4

**Phone:** (956) 598-0581

**Water Supplier:** N/A

**Utility Provider:** [ ] M.V.E.C. [ ] AEP

**Account/ESI No.:** # 100 32789457829777

[✓] Temporary Pole [ ] Permanent Service

**who is the person requesting utility service to subdivided land ("land") described as follows:**

Palm Lake Lot #3 & 4 Block #6

*[Insert the lot and block number in recorded subdivision, address, or description in deed, etc]*

**and who has submitted to the court an affidavit as required by Local Govt. Code Sec. 232.029 (f), on _____, 20____, the Hidalgo County Commissioners Court approved the issuance of this certificate stating as follows (strike through the statement that does not apply)**

**The land was not subdivided after September 1, 1995, and water service is available within 750 feet of the land.**

**-OR-**

**The land was not subdivided after September 1, 1995, and water service is available more than 750 feet from the subdivided land and the extension of water service to the land may be feasible, subject to a final determination by the water service provider.**

**Planning Department Authorized Signature** | **Hidalgo County Judge** | **Date**

**ATTEST:** _____ _____
**Hidalgo County Clerk** **Date**

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Mission, TX 78572
956-205-7045
956-205-7049

T.J. Arredondo, CFM
*Director of Planning*


**Precinct 1 2 3 4**

**Application No:** 4-16836

**AFFIDAVIT**
**TO APPLY TO THE COUNTY OF HIDALGO**
**FOR CERTIFICATE OF WATER SERVICE AVAILABILITY**
**UNDER TEXAS LOCAL GOVT. CODE SECTION 232.029(c)(2)**

[*Note: To be eligible, the land must not have been subdivided after September 1, 1995.*]

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, on this day personally appeared Isaac Garza, Jacob Garza,

Known to me [*or* proved to me in the oath of 37436810 *or* through TX-DL (*description of federal or state government ID card with photograph and signature*)], who swore on oath that the following two statements are true:

1. "I am requesting utility service to the following described land: Palm Lake Lot # 3 & 4 Block # 6 ."

*[Insert the lot and block number in recorded subdivision, address, or description in deed, etc]*

2. "The land described above has been sold or conveyed to me."

AND [*strike through the statement below that does not apply*]

3A. "The land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1995."

-OR-

3B. "The land was on August 31, 1999, located in the extraterritorial jurisdiction of a municipality as determined by Local Govt. Code Chapter 42; and the land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1999."

Isaac Garza (Signature)

SUBSCRIBED AND SWORN TO before me on May 30, 2017, to certify which, witnesses my hand and seal of office.

GICELA SUAREZ NOTARY PUBLIC STATE OF TEXAS ID 129382808 EXP. 04-10-2021

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

# Chapter 232 Texas LGC Application

APPLICATION NO:
4-16836
May. 17, 2017

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1304 S. 25th Ave EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

P0900-00-006-0003-00

[ 1] OWNER: GARZA, JACOB & ISAAC

16715 CITRUS RD
EDINBURG, TX 78541
Telephone No. 884-8710

[ 2] CONTRACTOR: SELF

[ 3] WATER SYSTEM: OTHE

[ 4] PURPOSE OF APPLICATION: NEW RESIDENCE
25- RESIDENTIAL NEW SINGLE DWELLING
[ 5] SIZE OF STRUCTURE: 960 Sq. Ft.

[ 6] USE OF BUILDING: NEW RESIDENCE

[ 7] LEGAL DESC./NAME OF SUBDIVISION
PALM LAKE SUBD. RETAMA LOT#3-4
BLK-6

LOCATION: 0 281 & 2812

[ 8] SEWAGE: EXIST

[ 9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $12,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES
X NO

**Special Conditions: No construction allowed over any easements.**
MUST COMPLY W/ ALL COUNTY SETBACKS AND REGULATIONS
SETBACKS FRONT 25' SIDE 6' REAR 15' SIDE 6'
MIN. ELEV. 24" ABOVE CL OF STREET

Gilberto Mata — Prepared by
5-17-17 — Date

Julio Ruiz — Approved by
4-5-17 — Date

X Isaac Garza — Signature of Owner or Applicant
5-17-17 — Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT . . . . . **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 480334 Pct: 4

Community No.: 03250

Certification of Elevation
Required: ____YES X NO ____BFE

A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

## [ NOTICE ]

**SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.**

**I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.**

# SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

**Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: Your Social Security Number or your Driver's License Number.**

**Date:** MARCH 23, 2017

**Grantor:** JGF ENTERPRISES, L.P.

**Grantor's Mailing Address (including county):**
P.O. BOX 1000
MISSION, TEXAS 78573-1000
HIDALGO COUNTY

**Grantee:** JACOB GARZA
ISAAC GARZA

**Grantee's Mailing Address (including County):**
16715 CITRUS RD.
EDINBURG, TX 78541
HIDALGO COUNTY

**Consideration:** TEN AND NO/100 DOLLARS, and other good and valuable consideration and the further consideration of a note (the "Purchase Note") of even date, that is in the principal amount of **$34,450.00** and is executed by Grantee, payable to the order of Grantor. It is secured by a vendor's lien retained in this deed and by a deed of trust of even date, from Grantee to DAVID CROOK, Trustee.

**Property (including any improvements):**
LOTS# 3 AND 4, BLOCK 6, PALM LAKE SUBDIVISION RETAMA, HIDALGO COUNTY, TEXAS, AS PER AMENDED MAP OR PLAT THEREOF RECORDED IN VOLUME 9, PAGE 28, MAP RECORDS, HIDALGO COUNTY, TEXAS.

**Reservations From and Exceptions to Conveyance and Warranty:**
**SAVE AND EXCEPT** all oil, gas, and other minerals not previously reserved by prior Grantors are expressly reserved by grantor herein, together with the right of ingress and egress at all times for mining, drilling, exploring, operating, and developing the property for oil , gas, and other minerals and for removing them from the property. If this interest is subject to an existing lease for oil and gas or oil, gas, and other minerals, Grantor is entitled to receive the royalties and other benefits that are associated with the interest and payable under the lease;
**SUBJECT TO** Only one temporary or permanent single-family dwelling may be located on the above pair of lots, which is restricted to single family use by the plat of the subdivision and/or by restrictive covenants referred to in this instrument.
**SUBJECT TO** Declaration of Restrictive Covenants, recorded as Document Number 2769650 recorded in the Official Records of Hidalgo County, Texas, and all subsequent Amendments of declaration of restrictive covenants recorded in the Official Records of Hidalgo County, Texas;
**SUBJECT TO** visible and apparent easements on or across the subject property;

When the context requires, singular nouns and pronouns include the plural, and plural nouns and pronouns include the singular.

, JGF ENTERPRISES, L.P.

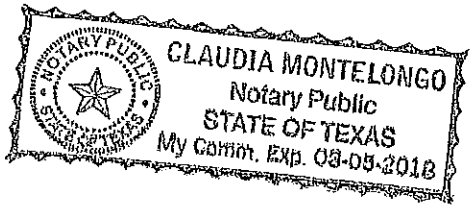
BY: _____

J. Gary Frisby, President
JGF LAND CO., INC.
Its sole general partner

**ACKNOWLEDGMENT**

**STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

This instrument was acknowledged before me on March 23, 2017 by J. Gary Frisby, President of JGF LAND CO., INC. the sole General Partner of JGF ENTERPRISES, L.P., a Texas Limited Partnership on behalf of said Partnership.



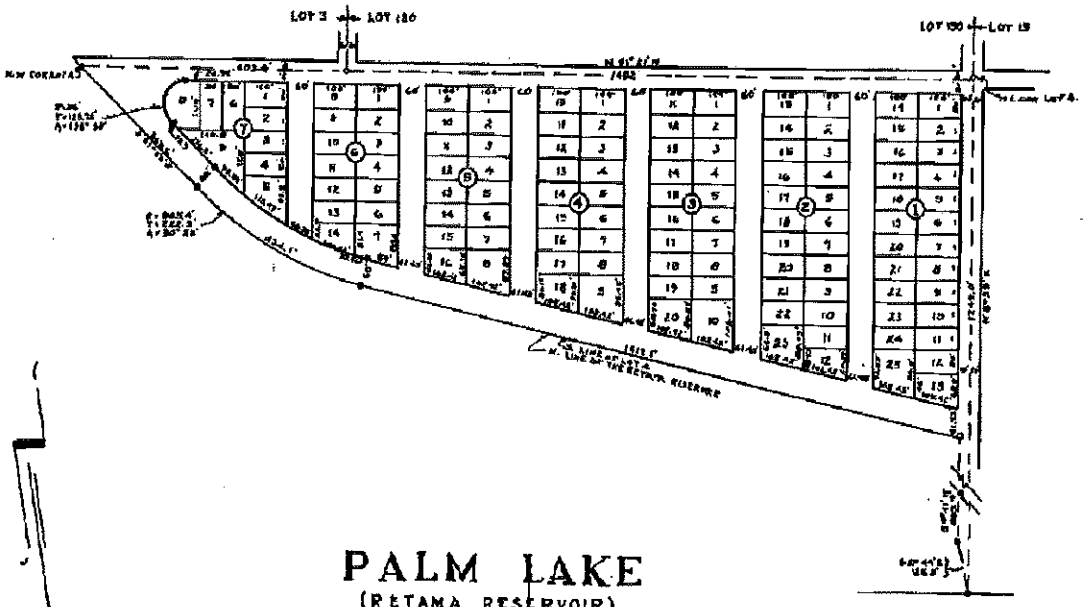

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

JGF ENTERPRISES, L.P.
P.O. BOX 1000
MISSION, TEXAS 78573-1000

AFTER RECORDING RETURN TO:

JACOB GARZA
ISAAC GARZA
16715 CITRUS RD.
EDINBURG, TX 78541




I, C. L. Fabian, A Licensed Land Surveyor, do hereby certify the foregoing plat to be a true and correct plat of the subdivision of Lot Number A of 'Seminary Heights', A subdivision of Lands out of the East Retama Subdivision, San Salvador del Tule Grant, Hidalgo County, Texas.

C. L. Fabian
C. L. Fabian, Licensed Land Surveyor

State of Texas:
County of Hidalgo.

I, Mike E. George, owner of the property herein described, do hereby adopt, dedicate and confirm the foregoing plat, and do hereby dedicate to the public the roads designated thereon.

Mike E. George

State of Texas:
County of Hidalgo:

Subscribed and sworn to before me this 10 day of February A. D. 1948.

W. W. Farrington
Notary Public in and for Hidalgo County, Texas.

MAP
OF THE
# PALM LAKE SUBDIVISION
OF LOT A OF SEMINARY HEIGHTS,
A SUBDIVISION OF A PART OF THE EAST RETAMA SUBDIVISION
OUT OF THE RETAMA PASTURE, SAN SALVADOR DEL TULE GRANT,
HIDALGO COUNTY, TEXAS.

PREPARED BY
C. L. FABIAN
LICENSED LAND SURVEYOR
MCALLEN, TEXAS.

SCALE: 1" = 200'

DATE: JANUARY 27, 1948.

| | PLANNING DEPT. PCTS 3 WATER SERVICE AVAILABILTY | |
|---|---|---|
| | | |
| | APPLICANT | APPLICATION NO. |
| 1. | JOSE A. MORENO | 3-17542 |
| 2. | ANGEL I. HERNANDEZ RIVERA | 3-17563 |
| 3. | | |
| 4. | | |
| 5. | | |
| 6. | | |
| 7. | | |
| 8. | | |
| 9. | | |
| 10. | | |
| 11. | | |
| 12. | | |
| 13. | | |
| | | |
| | COMM. COURT: JUNE 13, 2017 | |

# PLANNING DEPARTMENT

## County of Hidalgo

Rev. 06-03-15


Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

T.J. Arredondo, CFM
*Director of Planning*


Precinct 1 2 (3) 4

Application No: 3-17542
5/10/17

**HIDALGO COUNTY**
**CERTIFICATE OF WATER SERVICE AVAILABILITY**
**UNDER TEXAS LOCAL GOVT. CODE SECTION 232.029(c)(2)**

**Upon the application of:**

| Approved by Environmental Health: | Temporary Service | Final Service |
|---|---|---|
| | _____ Authorized Signature | Authorized Signature |
| Inspection/Permit No: | _____ | 2700 |
| Date Approved: | / / | 5/25/17 |

Name: Jose A. Moreno

Address: 8105 Dallas Cir. Mission TX 78574

Phone: (956) 780-5224

Water Supplier: Agua SUD

Utility Provider: [ ] M.V.E.C. [✓] AEP

Account/ESI No.: 100327894 -

[ ] Temporary Pole [✓] Permanent Service

**who is the person requesting utility service to subdivided land ("land") described as follows:**

South Fork Lot 79

*[Insert the lot and block number in recorded subdivision, address, or description in deed, etc]*

**and who has submitted to the court an affidavit as required by Local Govt. Code Sec. 232.029 (f), on _____, 20____, the Hidalgo County Commissioners Court approved the issuance of this certificate stating as follows (strike through the statement that does not apply)**

**The land was not subdivided after September 1, 1995, and water service is available within 750 feet of the land.**

**-OR-**

**The land was not subdivided after September 1, 1995, and water service is available more than 750 feet from the subdivided land and the extension of water service to the land may be feasible, subject to a final determination by the water service provider.**

5/25/17

**Planning Department Authorized Signature** | **Hidalgo County Judge** | **Date**

**ATTEST:** _____ **Hidalgo County Clerk** | **Date**

# PLANNING DEPARTMENT

## County of Hidalgo

Rev. 06-03-15


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956-205-7049

T.J. Arredondo, CFM
*Director of Planning*


**Precinct 1 2 3 4**

**Application No:** 3-17542
5/10/17

**AFFIDAVIT**
**TO APPLY TO THE COUNTY OF HIDALGO**
**FOR CERTIFICATE OF WATER SERVICE AVAILABILITY**
**UNDER TEXAS LOCAL GOVT. CODE SECTION 232.029(c)(2)**

[*Note: To be eligible, the land must not have been subdivided after September 1, 1995.*]

**THE STATE OF TEXAS** §
**COUNTY OF HIDALGO** §

**BEFORE ME, the undersigned authority, on this day personally appeared**
Jose Antonio Moreno,

**Known to me [*or* proved to me in the oath of** TC Driver Licence **or through** TC DL# 14945819 **(*description of federal or state government ID card with photograph and signature*)], who swore on oath that the following two statements are true:**

1. **"I am requesting utility service to the following described land:**
South Fork Lot 79 **."**

***[Insert the lot and block number in recorded subdivision, address, or description in deed, etc]***

2. **"The land described above has been sold or conveyed to me."**

**AND [*strike through the statement below that does not apply*]**

**3A. "The land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1995."**

**-OR-**

**3B. "The land was on August 31, 1999, located in the extraterritorial jurisdiction of a municipality as determined by Local Govt. Code Chapter 42; and the land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1999."**

Joe Moreno **(Signature)**

**SUBSCRIBED AND SWORN TO before me on** May 25, 20 17 **to certify which, witnesses my hand and seal of office.**

Sandra A. Cantu

**NOTARY PUBLIC IN AND FOR**
**THE STATE OF TEXAS**

SANDRA A. CANTU
Notary Public
STATE OF TEXAS
Notary ID# 12888789-1
My Comm. Exp. 02-16-2020

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

# WARRANTY DEED

Date: May 1, 2017

Grantor: Luis Fernando Calacuayo

Grantor's Mailing Address: (including county)

Name: Luis Fernando Calacuayo
8105 Dallas Circle
Pharr, Hidalgo County, Texas 78577

Grantee: Jose A. Moreno and spouse, Gloria Moreno
5402 Sofia Dr.
Mission, Hidalgo County, Texas 78574

Consideration: Ten Dollars ($10.00) and other valuables taken into consideration to the undersigned paid in hand by Grantee named, the receipt of which is hereby acknowledged.

Property (including any improvements):

Lot Seventy-nine (79), **SOUTH FORK SUBDIVISION**, Hidalgo County, Texas as per the map or plat thereof recorded in Volume 23, Page 31, Map Records of Hidalgo County, Texas, reference to which said map is herein made for all purposes.

Reservations from and Exceptions to Conveyance and Warranty:

All the oil, gas and other minerals, in, under that may be produced from the land are excepted herefrom in instrument (s) dated June 10, 1981, recorded in Volume 1729, Page 6, Deed Records, Hidalgo County, Texas, and subsequent transfers thereof.

Oil, Gas and Mineral Lease dated November 3, 1984, recorded in Volume 2074, Page 367, dated February 2, 1985, recorded in Volume 2115, Page 968, dated January 2, 1985, recorded in Volume 2181, Page 367, dated August 16, 1985, recorded in Volume 2188, Page 318, dated September 16, 1985, recorded in Volume 2205, Page 298, dated September 17, 1985, recorded in Volume 2205, Page 300, dated September 18, 1985, recorded in Volume 2205, Page 302, dated September 19, 1985, recorded in Volume 2205, Page 304, and dated September 23, 1985, recorded in Volume 2230, Page 124, Official Record, Hidalgo County, Texas and subsequent transfers thereof.
Oil, Gas and Mineral Lease(s) dated November 12, 1974, recorded in Volume 351, Page 881,

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this the 2nd day of May 2017

by: **LUIS CALACUAYO.**

Yolanda H. Gonzalez
Notary Public, State of Texas
My Commission Expires: 10/21/18

YOLANDA H. GONZALEZ
Notary Public, State of Texas
My Commission Expires
October 21, 2018

After recording please return to:
Jose A. and Gloria Moreno
5402 Sofia Dr.
Mission, Texas 78574

Prepared in the Law Offices of:
Willie McAllen
2102 W. University Dr.
Edinburg, Texas 78539

# Chapter 232 Texas LGC Application

APPLICATION NO:
3-17542
May. 10, 2017

COUNTY OF HIDALGO
PLANNING DEPARTMENT
PO DRAWER B EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

S4260-00-000-0079-00

[ 1] OWNER: CALACUAYO, FERNANDO

5616 ELLIE ST
MISSION TX 78574
Telephone No. 780-5224

[ 2] CONTRACTOR: SELF

[ 3] WATER SYSTEM: AGUA

[ 4] PURPOSE OF APPLICATION: MOVED BUILDING
29-RESIDENTIAL MOVE-IN/RELO.BUILD.

[ 5] SIZE OF STRUCTURE: 640 Sq. Ft.

[ 6] USE OF BUILDING: RES NEW MOVEIN

[ 7] LEGAL DESC./NAME OF SUBDIVISION
SOUTH FORK LOT 79
X-29

LOCATION: 0 492 & 107

[ 8] SEWAGE: INSTA

[ 9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $7,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES ✓ NO

**Special Conditions: No construction allowed over any easements.**
F 25 R 15 S6

Prepared by — Date: 5/10/17

Approved by — Date: 5/10/17

Signature of Owner or Applicant — Date: 5-10-2017

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT . . . . . **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0290 D Pct: 3

Community No.: 480334

Certification of Elevation ✓
Required: ____ YES ____ NO ____ BFE

A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

## [ NOTICE ]

**SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.**

**I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.**

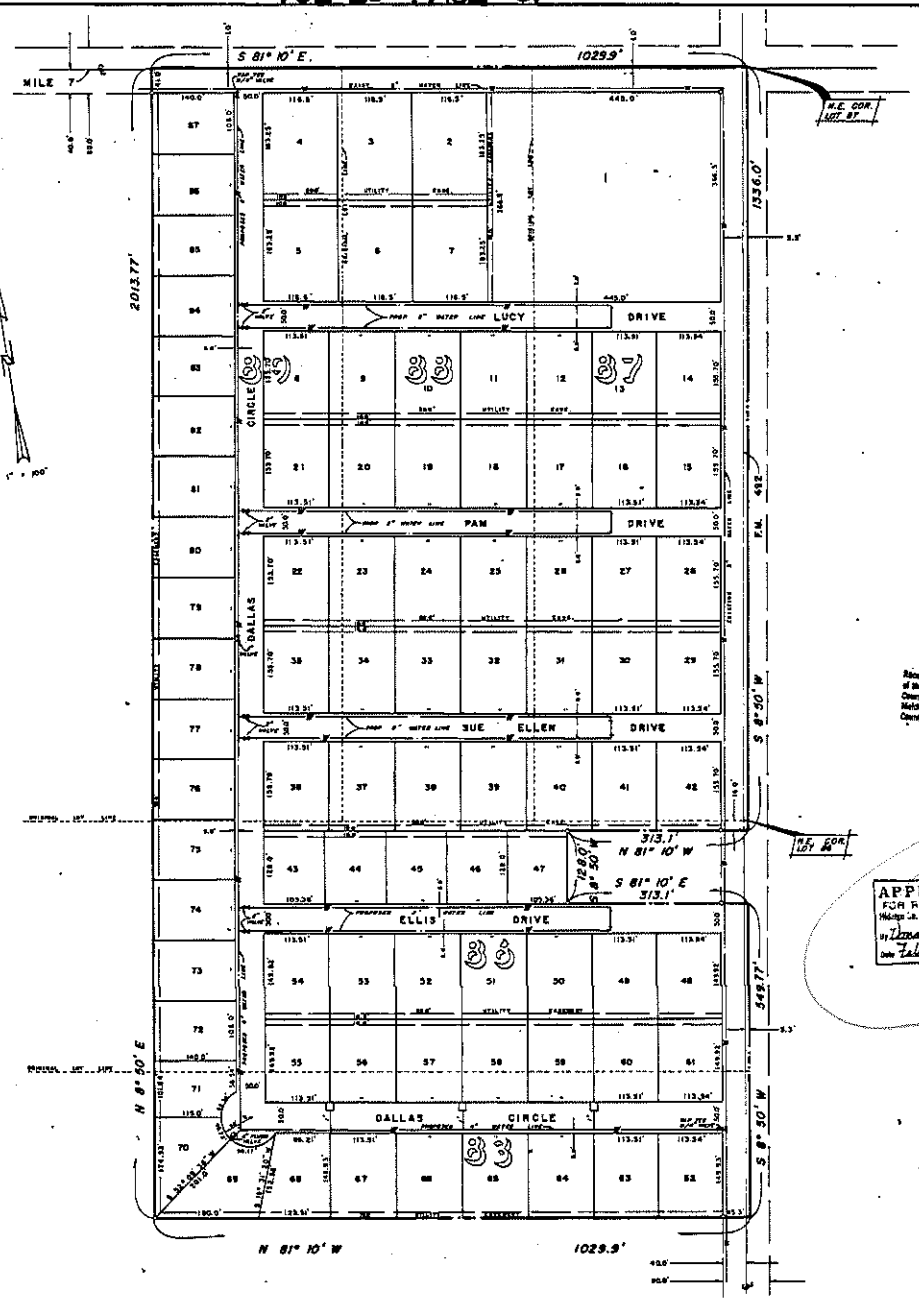
VOL 23 PAGE 31

4836

FILED FOR RECORD
at 3:46 o'clock P.M.
FEB 7 1983

# MAP OF
# SOUTH-FORK SUBDIVISION
## HIDALGO COUNTY, TEXAS

BEING A RESUBDIVISION OF THE NORTH 6.0 ACRES OF LOT 83, AND ALL OF LOTS 84, 87, 88, & 89 NICK HOFFING SUBDIVISION NO. 1, OUT OF PORCIONES 48 & 49 HIDALGO COUNTY, TEXAS
SAVE AND EXCEPT THE SOUTH 128.0 FEET OF THE NORTH 144.0 FEET OF THE EAST 313.1 FEET OF LOT 84




I, LARRY L. SMITH, A REGISTERED PUBLIC SURVEYOR AND ENGINEER, CERTIFY THAT THIS PLAT IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREON DESCRIBED AS SURVEYED AND SUBDIVIDED UNDER MY DIRECTION.

LARRY L. SMITH
REGISTERED PUBLIC SURVEYOR AND ENGINEER
EDINBURG, TEXAS
NOVEMBER 12, 1982

STATE OF TEXAS:
COUNTY OF HIDALGO:

KNOW ALL MEN BY THESE PRESENTS:
THAT THE UNDERSIGNED OWNER OF THE PROPERTY HEREON DESCRIBED, DOES HEREBY ADOPT, DEDICATE, AND CONFIRM THE FOREGOING MAP OR PLAT AND DOES DEDICATE TO THE PUBLIC THE SURFACE USE OF THE STREETS AND ALLEYS DESIGNATED THEREON.

W.F. BASHAM, OWNER

STATE OF TEXAS:
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED W.F. BASHAM, OWNER KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 7th DAY OF January, A.D., 1983.

NOTARY PUBLIC FOR THE STATE OF TEXAS
Notary Public
Hidalgo County, Texas
My Commission Expires
Sept. 2, 1986

THIS PLAT APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NO. 6 ON THIS THE 7th DAY OF January, 1983, A.D.

PRESIDENT

ATTEST: SECRETARY.

APPROVED FOR RECORDING
Hidalgo Co. Engr. & Navy Dept.
By Donal Hilliard
Date Feb 1, 1983

Recorded in Book 23 Page 31 of the map records of Hidalgo County, Texas
Melden and Hunt, Inc.
County Surveyors

APPROVED FOR RECORDING
By
Feb 7th 1983
County Clerk
County, Texas
By Ruth G. Patton, Deputy

CHECKED FOR DRAINAGE
BY: W.E.O.

# PLANNING DEPARTMENT

## County of Hidalgo

Rev. 06-03-15


Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

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Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

T.J. Arredondo, CFM
*Director of Planning*


**Precinct 1 2 3 4**

**Application No:** 3-17563
5/17/17

**HIDALGO COUNTY**
**CERTIFICATE OF WATER SERVICE AVAILABILITY**
**UNDER TEXAS LOCAL GOVT. CODE SECTION 232.029(c)(2)**

| Approved by Environmental Health: | Temporary Service | Final Service |
|---|---|---|
| | _____ Authorized Signature | [signature] Authorized Signature |
| Inspection/Permit No: | _____ | 51181/43781 |
| Date Approved: | / / | 5/30/17 |

**Upon the application of:**

**Name:** Angel I. Hernandez Rivera

**Address:** 8114 Grapefruit LN
Mission, TX 78574

**Phone:** (956)400-6357

**Water Supplier:** Agua SUD

**Utility Provider:** [ ] M.V.E.C. [✓] AEP

**Account/ESI No.:** 1003207894

[✓] Temporary Pole [ ] Permanent Service

**who is the person requesting utility service to subdivided land ("land") described as follows:**

El Flaco Chiquito Lot 48

*[Insert the lot and block number in recorded subdivision, address, or description in deed, etc]*

**and who has submitted to the court an affidavit as required by Local Govt. Code Sec. 232.029 (f), on _____, 20____, the Hidalgo County Commissioners Court approved the issuance of this certificate stating as follows (strike through the statement that does not apply)**

~~**The land was not subdivided after September 1, 1995, and water service is available within 750 feet of the land.**~~

**-OR-**

**The land was not subdivided after September 1, 1995, and water service is available more than 750 feet from the subdivided land and the extension of water service to the land may be feasible, subject to a final determination by the water service provider.**

[signature] 5/30/17
**Planning Department Authorized Signature**

_____ **Hidalgo County Judge** _____ **Date**

**ATTEST:** _____ **Hidalgo County Clerk** _____ **Date**

# PLANNING DEPARTMENT

## County of Hidalgo

Rev. 06-03-15


Main Office
1304 South 25th Street
Edinburg, Texas 78542
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Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

T.J. Arredondo, CFM
*Director of Planning*


**Precinct 1 2 3 4**

**Application No:** 3-17563
5/17/17

**AFFIDAVIT**
**TO APPLY TO THE COUNTY OF HIDALGO**
**FOR CERTIFICATE OF WATER SERVICE AVAILABILITY**
**UNDER TEXAS LOCAL GOVT. CODE SECTION 232.029(c)(2)**

[*Note: To be eligible, the land must not have been subdivided after September 1, 1995.*]

**THE STATE OF TEXAS §**
**COUNTY OF HIDALGO §**

**BEFORE ME, the undersigned authority, on this day personally appeared**

Angel I. Hernandez Rivera ,

**Known to me [*or* proved to me in the oath of** Texas ID. Card ***or* through** TID#323901195 ***(description of federal or state government ID card with photograph and signature)*], who swore on oath that the following two statements are true:**

1. **"I am requesting utility service to the following described land:**

El Flaco Chiquito Lot 48 ."

***[Insert the lot and block number in recorded subdivision, address, or description in deed, etc]***

2. **"The land described above has been sold or conveyed to me."**

**AND [*strike through the statement below that does not apply*]**

**3A. "The land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1995."**

**-OR-**

**3B. "The land was on August 31, 1999, located in the extraterritorial jurisdiction of a municipality as determined by Local Govt. Code Chapter 42; and the land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1999."**

Angel I Hernandez (Signature)

**SUBSCRIBED AND SWORN TO before me on** May 30 , 20 17 **to certify which, witnesses my hand and seal of office.**

Sandra A Cantu
**NOTARY PUBLIC IN AND FOR**
**THE STATE OF TEXAS**

SANDRA A. CANTU
Notary Public
STATE OF TEXAS
Notary ID# 12888789-1
My Comm. Exp. 02-16-2020

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

# General Warranty Deed

**Date:** April 1, 2014

**Grantor:** ROLANDO PEREZ and wife, MARTHA PEREZ, acting by and through my attorney-in-fact, ROLANDO PEREZ

**Grantor's Mailing Address:** 15664 Mulberry St.
Southgate, MI 48195-2092
Wayne County

**Grantee:** ANGEL IVAN HERNANDEZ and wife, KASSANDRA SEGURA

**Grantee's Mailing Address:** 5504 N. Austin Circle
Mission, TX 78574
Hidalgo County

**Consideration:** Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

**Property (including any improvements):**

Lot Forty-Eight (48), EL FLACO CHIQUITO SUBDIVISION, Hidalgo County, Texas, as per the map or plat thereof recorded in Volume 25, Page 100, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.

**Reservations from and Exceptions to Conveyance and Warranty:**

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than liens and conveyances of the surface fee estate, that affect the Property; and taxes for the year 2014, and all subsequent years payment of which Grantee assumes and agrees to pay.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

This instrument was prepared based on information furnished by the parties, and no independent title search has been made.

**NO TITLE EXAMINATION WAS REQUESTED IN CONNECTION WITH THE PREPARATION OF THIS DOCUMENT NOR WAS ANY MADE. THE PREPARER EXPRESSES NO OPINION ON TITLE AND/OR TAXES TO HIS PROPERTY.**

ROLANDO PEREZ

MARTHA PEREZ
By: ROLANDO PEREZ, Attorney-in-fact for MARTHA PEREZ

(Acknowledgment)

STATE OF TEXAS )

COUNTY OF HIDALGO )

This instrument was acknowledged before me on April 3rd, 2014, by ROLANDO PEREZ.

REBECCA L. ALVARADO
Notary Public, State of Texas
My Commission Expires
June 16, 2014

Notary Public, State of Texas

(Acknowledgment)

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

Before me, the undersigned authority, on this day personally appeared ROLANDO PEREZ, known to me to the person whose name is subscribed to the foregoing instrument, as the attorney in fact of MARTHA PEREZ, and acknowledged to me that he subscribed the name of MARTHA PEREZ thereto as principal and his own name as attorney in fact, and executed the same for the purposes and consideration therein expressed and in the capacity therein set forth.

Given under my hand and seal of office on this 3rd day of April, 2014.

REBECCA L. ALVARADO
Notary Public, State of Texas
My Commission Expires
June 16, 2014

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
LOUIS C. BROWN, Attorney at Law
1207 Conway
Mission, TX 78572
Tel: (956) 585-4864
Fax: (956) 585-0214
File No.: 1-14-21615

**AFTER RECORDING RETURN TO:**
MR. & MRS. ANGEL IVAN HERNANDEZ
5504 N. Austin Circle
Mission, TX 78574

# Chapter 232 Texas LGC Application

APPLICATION NO: 3-17563
May. 17, 2017

COUNTY OF HIDALGO
PLANNING DEPARTMENT
PO DRAWER B EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

E4310-00-000-0048-00

[ 1] OWNER: HERNANDEZ, ANGEL IVAN
SEGURA, KASSANDRA
8114 GRAPEFRUIT LN
MISSION, TX 78574
Telephone No. 600-6357

[ 2] CONTRACTOR: SELF

[ 3] WATER SYSTEM: AGUA

[ 4] PURPOSE OF APPLICATION: NEW RESIDENCE
25-RESIDENTIAL NEW SINGLE DWELLING

[ 5] SIZE OF STRUCTURE: 1,600 Sq. Ft.

[ 6] USE OF BUILDING: NEW RES ZONE X

[ 7] LEGAL DESC./NAME OF SUBDIVISION
EL FLACO CHIQUITO LOT 48
X-25

LOCATION: 0 WESTERN RD & 107

[ 8] SEWAGE: INSTA

[ 9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $30,000

[11] SPECIAL FLOOD HAZARD AREA: ____ YES ✓ NO

**Special Conditions: No construction allowed over any easements.**
MUST COMPLY W/ALL REGULATIONS AND SETBACKS.
FRONT 25' SIDES 6' REAR 15'
18 INCHES ABOVE TOP OF CURB.

Sandra Cantu — Prepared by — 5/17/17 Date

R. Canty — Approved by — 5/17/17 Date

X Angel Hernandez — Signature of Owner or Applicant — 05-17-17 Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT . . . . . **$30.00**

Light [X] Water [X]

Flood Zone: NO Panel No. /Suffix: 0290D Pct: 3
Community No.: 480334

Certification of Elevation Required: ____ YES ____ NO ____ BFE

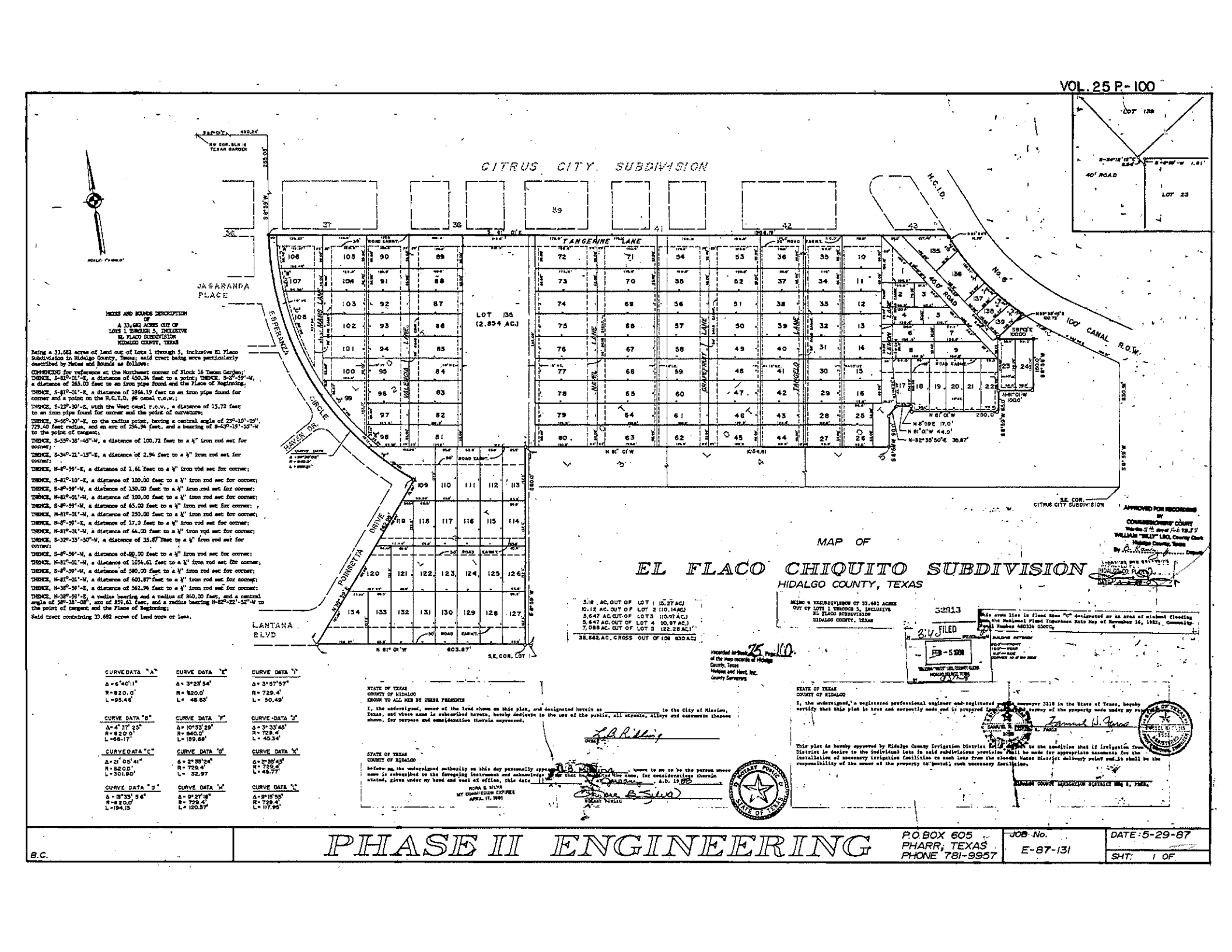
A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

## [ NOTICE ]

**SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.**

**I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.**

VOL. 25 P. 100




METES AND BOUNDS DESCRIPTION
OF
A 33.682 ACRES OUT OF
LOTS 1 THROUGH 5, INCLUSIVE
EL FLACO SUBDIVISION
HIDALGO COUNTY, TEXAS

Being a 33.682 acres of land out of Lots 1 through 5, inclusive El Flaco Subdivision in Hidalgo County, Texas; said tract being more particularly described by Metes and Bounds as follows:

COMMENCING for reference at the Northeast corner of Block 16 Texas Garden;
THENCE, S-81°-01'-E, a distance of 450.34 feet to a point; THENCE, S-8°-59'-W, a distance of 265.00 feet to an iron pipe found and the Place of Beginning;

THENCE, S-81°-01'-E, a distance of 1954.19 feet to an iron pipe found for corner and a point on the H.C.I.D. #6 canal r.o.w.;

THENCE, S-23°-30'-E, with the West canal r.o.w., a distance of 15.72 feet to an iron pipe found for corner and the point of curvature;

THENCE, N-66°-30'-E, to the radius point, having a central angle of 23°-10'-05", 729.40 feet radius, and an arc of 294.94 feet, and a bearing of S-43°-19'-35"-W to the point of tangent;

THENCE, S-55°-38'-45"-W, a distance of 100.72 feet to a ½" iron rod set for corner;

THENCE, S-34°-21'-15"-E, a distance of 2.94 feet to a ½" iron rod set for corner;

THENCE, N-8°-59'-E, a distance of 1.61 feet to a ½" iron rod set for corner;

THENCE, S-81°-10'-E, a distance of 100.00 feet to a ½" iron rod set for corner;

THENCE, S-8°-59'-W, a distance of 150.00 feet to a ½" iron rod set for corner;

THENCE, N-81°-01'-W, a distance of 100.00 feet to a ½" iron rod set for corner;

THENCE, S-8°-59'-W, a distance of 65.00 feet to a ½" iron rod set for corner;

THENCE, N-81°-01'-W, a distance of 250.00 feet to a ½" iron rod set for corner;

THENCE, N-8°-59'-E, a distance of 17.0 feet to a ½" iron rod set for corner;

THENCE, N-81°-01'-W, a distance of 44.00 feet to a ½" iron rod set for corner;

THENCE, S-32°-35'-50"-W, a distance of 35.87 feet to a ½" iron rod set for corner;

THENCE, S-8°-59'-W, a distance of 80.00 feet to a ½" iron rod set for corner;

THENCE, N-81°-01'-W, a distance of 1054.61 feet to a ½" iron rod set for corner;

THENCE, S-8°-59'-W, a distance of 580.00 feet to a ½" iron rod set for corner;

THENCE, N-81°-01'-W, a distance of 603.87 feet to a ½" iron rod set for corner;

THENCE, N-38°-59'-E, a radius bearing and a radius of 840.00 feet, and a central angle of 58°-38'-08", arc of 859.61 feet, and a radius bearing N-89°-22'-52"-W to the point of tangent and the Place of Beginning;

Said tract containing 33.682 acres of land more or Less.

MAP OF

# EL FLACO CHIQUITO SUBDIVISION

HIDALGO COUNTY, TEXAS

5.18 AC. OUT OF LOT 1 (15.27 AC.)
10.12 AC. OUT OF LOT 2 (10.14 AC.)
5.647 AC. OUT OF LOT 3 (10.97 AC.)
5.647 AC. OUT OF LOT 4 (10.97 AC.)
7.088 AC. OUT OF LOT 5 (12.26 AC.)
33.682 AC. GROSS OUT OF (56.630 AC.)

BEING A SUBDIVISION OF 33.682 ACRES OUT OF LOTS 1 THROUGH 5, INCLUSIVE EL FLACO SUBDIVISION HIDALGO COUNTY, TEXAS

52713

This area lies in Flood Zone "C" designated as an area of minimal flooding on the National Flood Insurance Rate Map of November 16, 1982, Community Panel Number 480334 0005 C

FILED
FEB - 5 1988
WILLIAM "BILLY" LEO, COUNTY CLERK
HIDALGO COUNTY, TEXAS

Recorded in Book 25 Page 100 of the map records of Hidalgo County, Texas
Watson and Hunt, Inc.
County Surveyors

APPROVED FOR RECORDING BY COMMISSIONERS' COURT
Volume 5 Page 69
WILLIAM "BILLY" LEO, County Clerk
Hidalgo County, Texas
By [illegible] Deputy

| CURVE DATA "A" | CURVE DATA "E" | CURVE DATA "I" |
|---|---|---|
| Δ = 6°40'11" | Δ = 3°23'54" | Δ = 3°57'57" |
| R = 820.0' | R = 820.0' | R = 729.4' |
| L = 95.46' | L = 48.63' | L = 50.49' |

| CURVE DATA "B" | CURVE DATA "F" | CURVE DATA "J" |
|---|---|---|
| Δ = 4° 37' 25" | Δ = 10°53'29" | Δ = 3° 33'48" |
| R = 820.0' | R = 840.0' | R = 729.4' |
| L = 66.17' | L = 159.68' | L = 45.34' |

| CURVE DATA "C" | CURVE DATA "G" | CURVE DATA "K" |
|---|---|---|
| Δ = 21° 05'41" | Δ = 2°39'24" | Δ = 3°35'45" |
| R = 820.0' | R = 729.4' | R = 729.4' |
| L = 301.80' | L = 33.97' | L = 45.77' |

| CURVE DATA "D" | CURVE DATA "H" | CURVE DATA "L" |
|---|---|---|
| Δ = 13°33' 56" | Δ = 9°27'18" | Δ = 9°15'55" |
| R = 820.0' | R = 729.4' | R = 729.4' |
| L = 194.15' | L = 120.37' | L = 117.99' |

STATE OF TEXAS
COUNTY OF HIDALGO
KNOWN TO ALL MEN BY THESE PRESENTS

I, the undersigned, owner of the land shown on this plat, and designated herein as _____ to the City of Mission, Texas, and whose name is subscribed hereto, hereby dedicate to the use of the public, all streets, alleys and easements thereon shown, for purpose and consideration therein expressed.

L.B. Rilling
OWNER

STATE OF TEXAS
COUNTY OF HIDALGO

Before me, the undersigned authority on this day personally appeared L.B. Rilling known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same, for consideration therein stated, given under my hand and seal of office, this date 11th day of January A.D. 1988

NORA E. SILVA
MY COMMISSION EXPIRES
APRIL 17, 1991

Nora E. Silva
NOTARY PUBLIC

STATE OF TEXAS
COUNTY OF HIDALGO

I, the undersigned, a registered professional engineer and registered public surveyor 3219 in the State of Texas, hereby certify that this plat is true and correctly made and is prepared from an actual survey of the property made under my supervision on the ground.

Samuel N. Perez
REGISTERED PUBLIC SURVEYOR

This plat is hereby approved by Hidalgo County Irrigation District No. 6 subject to the condition that if irrigation from said District is desire to the individual lots in said subdivisions provision shall be made for appropriate easements for the installation of necessary irrigation facilities to such lots from the closest water District delivery point and it shall be the responsibility of the owner of the property to install such necessary facilities.

HIDALGO COUNTY IRRIGATION DISTRICT NO. 6, TEXAS

B.C.

# PHASE II ENGINEERING

P.O. BOX 605
PHARR, TEXAS
PHONE 781-9957

JOB No. E-87-131

DATE: 5-29-87

SHT: 1 OF

**AI-60051** **Monthly Fee Reports** **6. A.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted For:** Rosie Cantu, DISTRICT ATTORNEY

**Submitted By:** Sylvia Solis, DISTRICT ATTORNEY

**Department:** DISTRICT ATTORNEY

## Information

**CAPTION**

District Attorney's Office Check Fraud Fees Monthly Report - April 2017

**BACKGROUND**

## Fiscal Impact

**CALENDAR YEAR:** **ACCT. #:**

**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

No budgetary impact.

## Attachments

Monthly Report

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 05/26/2017 02:05 PM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |
| Form Started By: Sylvia Solis | | Started On: 05/26/2017 01:50 PM |
| Final Approval Date: 06/09/2017 | | |

# HIDALGO COUNTY TEXAS
## DISTRICT ATTORNEY MONTHLY COLLECTIONS REPORT
## FOR THE MONTH ENDED APRIL, 2017

### MONIES RECEIVED

| | | | |
|---|---|---|---|
| BEGINNING RECEIPT # | HC-2017-00460 | | HC-2017-00621 |
| TOTAL RECEIPTS FOR THIS MONTH: | | 162 | |
| TOTAL RECEIPTS VOIDED THIS MONTH: | | 1 | |

| | | |
|---|---|---|
| Restitution Collected This Month | *PC Ch. 32.41 (e)* | $98,127.86 |
| DTO - Court Costs & Fines Collected This Month | *CCP Art. 102; PC Ch.112.21; PC Ch. 112.22; PC Ch. 112.23; LGC Ch. 113.004; etc.* | 8,122.40 |
| Processing Fees Collected This Month | *CCP Art. 102.007 (c)* | 7,196.43 |
| DTO - Merchant Fees Collected This Month | *CCP Art. 102.007 (e); BCC Ch. 3.506 (b)* | 4,106.64 |
| Overpayments/Refunds for This Month | | 1.43 |
| Interest Earned on Bank Acct. | *LGC Ch. 113.021 (c)* | 0.00 |
| Total Collections for This Month | | $117,554.76 |

| | | | |
|---|---|---|---|
| BEGINNING CHECK # | 8936 | ENDING CHECK # | 9128 |
| TOTAL CHECKS FOR THIS MONTH: | | 193 | |
| TOTAL CHECKS VOIDED THIS MONTH: | | 21 | |

| | |
|---|---|
| Restitution Disbursed This Month | $99,001.89 |
| Court Costs & Fines Disbursed This Month | 8,655.00 |
| Processing Fees Disbursed- County Treasurer | 7,243.93 |
| Merchant Fees Disbursed This Month | 4,247.38 |
| Refunds of Overpayments to Defendants | 0.73 |
| Interest Paid to General Fund | 0.00 |
| Reissue Checks Disbursed This Month | 0.00 |
| Voided Checks This Month | |
| Total Disbursements for This Month | $119,148.93 |

This report has been personally reviewed by me and I certify it to be true and correct to the best of my knowledge.

Hidalgo County Criminal District Attorney — Date: 05-03-2017

Prepared By — Date: 5-3-17

This report is due in the Office of the County Auditor before the fifth (5th) working day of the following month (LGC§ 114.001).

**AI-60066** **Executive Office** **7. A.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted By:** Rebecca Gomez, EXECUTIVE OFFICE

**Department:** EXECUTIVE OFFICE

## Information

**CAPTION**

Approval of Right of Way Permits:
1). North Alamo Water Supply Corporation:
a). Juan O. Jara; San Juan; Proposing to bore a 2" PVC casing for a 3/4" waterline, from the centerline of FM 1426 go West 500 feet. Will bore Sioux Road from North to South 4" deep.
b). Alberta Waterline Adjustment; Edinburg; Proposing for a 4" waterline, from the centerline of Ramos Ave go West 2640 feet. Will extend a 4" waterline on south side Alberta Road from Ramos Ave to Frontage 281 on the 3' ROW.
c). Loma Verde #4 Subdivision; North East of Edinburg; Proposing for a 8" waterline, from the centerline of FM 2812 fo North 300 feet. Will install an 8" waterline on the west side of Sunflower Rd. on the 5' ROW.

**BACKGROUND**

## Fiscal Impact

## Attachments

NAWSC

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/07/2017 03:48 PM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |

Form Started By: Rebecca Gomez Started On: 05/31/2017 08:36 AM
Final Approval Date: 06/09/2017

REVISED JANUARY 2017

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 13th day of June, 2017 does by these presents **GRANT, GIVE AND RELINQUISH TO:** North Alamo Water Supply Corporation hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 3/4" inch /**water**/ gas/ sewer/ irrigation line; said line to be constructed of material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said **water**/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, **described as follows**:

Juan O Jara
San Juan
Proposing to bore a 2" PVC casing for a 3/4" waterline, from the centerline of FM 1426 go West 500 feet. Will bore Sioux Road from North to South 4" deep

The granting, giving and authorizing of permission for the said aforenamed Permittee to so construct, reconstruct, lay and maintain a 8" water line along the above described public road being conditioned that Permittee agrees that:

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.

2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.

3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.

4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.

5. Not withstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permitter has the unlimited and unrestricted right to establish, construct,

REVISED JANUARY 2017

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 13th day of June, 2017 does by these presents **GRANT, GIVE AND RELINQUISH TO:** North Alamo Water Supply Corporation hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 4" inch /**water**/ gas/ sewer/ irrigation line; said line to be constructed of material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said **water**/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, **described as follows**:

Alberta Waterline Adjustment
Edinburg
Proposing for a 4" waterline, from the centerline of Ramos Ave go West 2640 feet. Will extend a 4" waterline on south side Alberta Road from Ramos Ave to Frontage 281on the 3' ROW

The granting, giving and authorizing of permission for the said aforenamed Permittee to so construct, reconstruct, lay and maintain a 4" water line along the above described public road being conditioned that Permittee agrees that:

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.

2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.

3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.

4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.

5. Not withstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permitter has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all

REVISED JANUARY 2017

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 13th day of June, 2017 does by these presents **GRANT, GIVE AND RELINQUISH TO**: North Alamo Water Supply Corporation hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 8" inch /**water**/ gas/ sewer/ irrigation line; said line to be constructed of material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said **water**/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, **described as follows**:

Loma Verde #4 Subdivision
North East of Edinburg
Proposing for a 8" waterline, from the centerline of FM 2812 go North 300 feet. Will install an 8" waterline on the west side of Sunflower Rd. on the 5' ROW

The granting, giving and authorizing of permission for the said aforenamed Permittee to so construct, reconstruct, lay and maintain a 8" water line along the above described public road being conditioned that Permittee agrees that:

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.

2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.

3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.

4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.

5. Not withstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permitter has the unlimited and unrestricted right to establish, construct,

**AI-59944** **Tax Refunds** **8. A.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted By:** Belinda Rios, TAX OFFICE

**Department:** TAX OFFICE

## Information

**CAPTION**

| Account Number | Payer | Amount |
|---|---|---|
| J2007.00.000.0004.00 | International Bank of Commerce | $3,578.45 |
| M0570.00.000.0001.00 | Berkadia Commercial Mortgage | $4,182.18 |
| M0570.00.000.0001.00 | Accumatch | $6,774.53 |
| M0570.00.000.0001.00 | Accumatch | $41,332.61 |
| M0570.00.000.0002.00 | Accumatch | $3,432.91 |
| M0570.00.000.0002.00 | Accumatch | $12,801.66 |
| M0570.00.000.0003.00 | Accumatch | $3,333.50 |
| M0570.00.000.0003.00 | Accumatch | $13,742.95 |
| M0570.00.000.0004.00 | Accumatch | $3,372.91 |
| M1450.00.000.0002.00 | International Bank of Commerce | $3,107.75 |
| M1950.00.004.0001.00 | International Bank of Commerce | $22,562.59 |
| W2300.00.050.0003.00 | International Bank of Commerce | $3,564.12 |

**BACKGROUND**

## Fiscal Impact

## Attachments

ComCourt06132017(Co)
signed letter

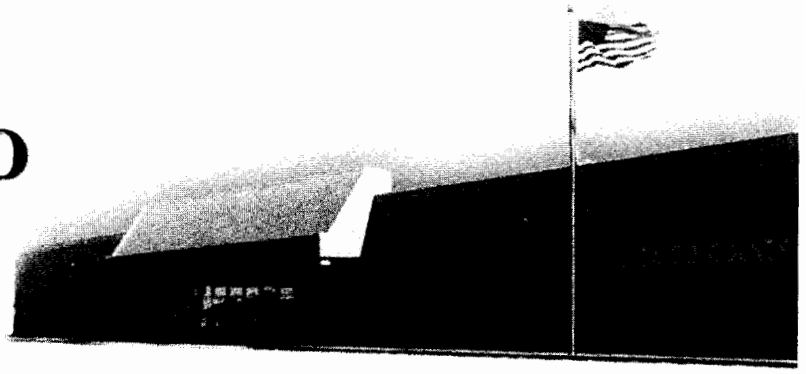
## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 05/22/2017 03:39 PM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |
| Form Started By: Belinda Rios | | Started On: 05/22/2017 01:14 PM |
| Final Approval Date: 06/09/2017 | | |

*Office of Tax Assessor - Collector*

**COUNTY of HIDALGO**

*Pablo "Paul" Villarreal, Jr. RTA*



P.O. Box 178
Edinburg, Texas 78540-0178
Ph. (956) 318-2157
Fax (956) 318-2733
www.hidalgocountytax.org

May 19, 2017

The Honorable Ramon Garcia
Hidalgo County Commissioners
Edinburg, Texas 78539

Re: See attached list

Gentlemen:

The Hidalgo County District Court has ordered a correction to the tax roll as allowed by Property Tax Code Section 42.43. This correction decreased the tax liability of the property owner(s). Since taxes had been previously paid, our office determined that the tax roll correction resulted in a tax refund over $2,500.00 dollars due to the taxpayer(s). The County Auditor has also agreed with our determination. As a result, I respectfully request that the Commissioner's Court approve the enclosed application(s) for a tax refund as recommended by the County Auditor.

When completed, please return the attached to our office. Thank you for your assistance in this matter.

Respectfully,

Pablo (Paul) Villarreal, Jr., PCC

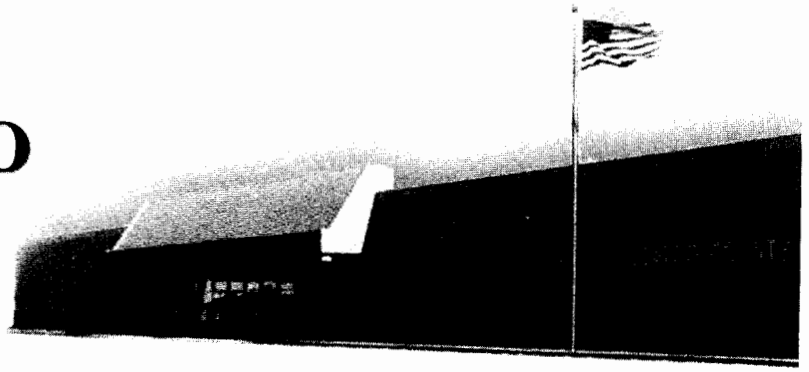
br

Enclosure

*Office of Tax Assessor - Collector*

# COUNTY of HIDALGO

*Pablo "Paul" Villarreal, Jr. RTA*



P.O. Box 178
Edinburg, Texas 78540-0178
Ph. (956) 318-2157
Fax (956) 318-2733
www.hidalgocountytax.org

| ACCOUNT NUMBER | PAYER | AMOUNT |
|---|---|---|
| J2007.00.000.0004.00 | INTERNATIONAL BANK OF COMMERCE | $3,578.45 |
| M0570.00.000.0001.00 | BERKADIA COMMERCIAL MORTGAGE | $4,182.18 |
| M0570.00.000.0001.00 | ACCUMATCH | $6,774.53 |
| M0570.00.000.0001.00 | ACCUMATCH | $41,332.61 |
| M0570.00.000.0002.00 | ACCUMATCH | $3,432.91 |
| M0570.00.000.0002.00 | ACCUMATCH | $12,801.66 |
| M0570.00.000.0003.00 | ACCUMATCH | $3,333.50 |
| M0570.00.000.0003.00 | ACCUMATCH | $13,742.95 |
| M0570.00.000.0004.00 | ACCUMATCH | $3,372.91 |
| M1450.00.000.0002.00 | INTERNATIONAL BANK OF COMMERCE | $3,107.75 |
| M1950.00.004.0001.00 | INTERNATIONAL BANK OF COMMERCE | $22,562.59 |
| W2300.00.050.0003.00 | INTERNATIONAL BANK OF COMMERCE | $3,564.12 |

# APPLICATION FOR TAX REFUND

| Collection office name | Collecting tax for: (Tax Units) |
|---|---|
| HIDALGO COUNTY TAX OFFICE | GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC |
| Present mailing address *(number and street)*<br>P O BOX 178 | |
| City, town or post office, state, ZIP code<br>EDINBURG TX 78540-0178 | Phone *(area code and number)*<br>(956) 318-2157 |

**To apply for a tax refund, the taxpayer must complete the following**

**Step 1: Owner's name and address**

Owner's name
INTERNATIONAL BANK OF COMMERCE (PD BY: INTERNATIONAL BANK OF COMMERCE)

Present mailing address *(number and street)*
1S BROADWAY ST

City, town or post office, state, ZIP code
MCALLEN, TX 78501--4830

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): JACKSON CROSSING CENTER LOT 4

**Step 2: Describe the property**

Address or location of property: 820 S JACKSON RD

732721

Account number of property: J2007.00.000.0004.00

Tax receipt number: OR 34558491

**Step 3: Give the tax payment information**

| Name Of Taxing Unit from Which Refund is Requested | Year for Which Refund is Requested | Date of the Tax Payment | Amount of Taxes Paid | Amount of Tax Refund Requested |
|---|---|---|---|---|
| 1. ALL ENTITIES | 2016 | 1/31 / 2017 | $ 34,692.95 | $ 3,578.45 |
| 2. | | / | $ | $ |
| 3. | | / | $ | $ |
| 4. | | / | $ | $ |
| 5. | | / | $ | $ 3,578.45 |

Taxpayer's reason for refund *(attach supporting documentation)*: COURT ORDER C-3993-16-E

DUE DATE JUNE 25, 2017

SP

**Step 4: sign the form**

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here — Signature

Date of application for tax refund

**If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.**

**Step 5: Tax refund Determination**

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 5-19-17

sign here — Authorized officer

Date 5/19/17

sign here — Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)*

Date 5/1/17

5/1

# APPLICATION FOR TAX REFUND

| Collection office name | Collecting tax for: (Tax Units) |
|---|---|
| HIDALGO COUNTY TAX OFFICE | GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC |
| Present mailing address *(number and street)*<br>P O BOX 178 | |
| City, town or post office, state, ZIP code<br>EDINBURG TX 78540-0178 | Phone *(area code and number)*<br>(956) 318-2157 |

**To apply for a tax refund, the taxpayer must complete the following**

**Step 1: Owner's name and address**

Owner's name
TCP MAIN PLACE PARTNERS LP (PD BY: BERKADIA COMMERCIAL MORTGAGE)

Present mailing address *(number and street)*
15303 DALLAS PKWY STE 1020

City, town or post office, state, ZIP code
ADDISON, TX 75001-6923

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): MAIN PLACE LOT 1

**Step 2: Describe the property**

Address or location of property: 1800 S MAIN ST

226863

Account number of property: M0570.00.000.0001.00

Tax receipt number: OR 27428423

**Step 3: Give the tax payment information**

| Name Of Taxing Unit from Which Refund is Requested | Year for Which Refund is Requested | Date of the Tax Payment | Amount of Taxes Paid | Amount of Tax Refund Requested |
|---|---|---|---|---|
| 1. ALL ENTITIES | 2014 | 12/23 / 2014 | $ 115,098.86 | $ 4,182.18 |
| 2. | | / | $ | $ |
| 3. | | / | $ | $ |
| 4. | | / | $ | $ |
| 5. | | / | $ | $ 4,182.18 |

Taxpayer's reason for refund *(attach supporting documentation)*: COURT ORDER C-7261-14-H

DUE DATE JUNE 21, 2017

SP

**Step 4: sign the form**

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here — Signature | Date of application for tax refund

**If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.**

**Step 5: Tax refund Determination**

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 5/18/17 5/18/17

sign here — Authorized officer | Date 5/19/17

sign here — Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, Tax Code)* | Date 5/11/17

511

# APPLICATION FOR TAX REFUND

| Collection office name | Collecting tax for: (Tax Units) |
|---|---|
| HIDALGO COUNTY TAX OFFICE | GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC |
| Present mailing address *(number and street)*<br>P O BOX 178 | |
| City, town or post office, state, ZIP code<br>EDINBURG TX 78540-0178 | Phone *(area code and number)*<br>(956) 318-2157 |

**To apply for a tax refund, the taxpayer must complete the following**

**Step 1: Owner's name and address**

Owner's name
TCP MAIN PLACE PARTNERS LP (PD BY: ACCUMATCH)

Present mailing address *(number and street)*
15303 DALLAS PKWY STE 1020

City, town or post office, state, ZIP code
ADDISON, TX 75001-6923

Phone *(area code and number)*

**Step 2: Describe the property**

Legal description (or attach copy of the tax bill or tax receipt): MAIN PLACE LOT 1

Address or location of property: 1800 S MAIN ST

226863

Account number of property: M0570.00.000.0001.00 OR Tax receipt number: 30373143

**Step 3: Give the tax payment information**

| Name Of Taxing Unit from Which Refund is Requested | Year for Which Refund is Requested | Date of the Tax Payment | Amount of Taxes Paid | Amount of Tax Refund Requested |
|---|---|---|---|---|
| 1. ALL ENTITIES | 2015 | 12/21 / 2015 | $ 114,513.67 | $ 6,774.53 |
| 2. | | / | $ | $ |
| 3. | | / | $ | $ |
| 4. | | / | $ | $ |
| 5. | | / | $ | $ 6,774.53 |

Taxpayer's reason for refund *(attach supporting documentation)*: COURT ORDER C-7261-14-H

DUE DATE JUNE 21, 2017

SP

**Step 4: sign the form**

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here — Signature | Date of application for tax refund

**If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.**

**Step 5: Tax refund Determination**

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 5/18/17 5/19/17

sign here — Authorized officer | Date 5/19/17

sign here — Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)* | Date 5/1/17

511

# APPLICATION FOR TAX REFUND

| Collection office name | Collecting tax for: (Tax Units) |
|---|---|
| HIDALGO COUNTY TAX OFFICE | GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC |
| Present mailing address *(number and street)*<br>P O BOX 178 | |
| City, town or post office, state, ZIP code<br>EDINBURG TX 78540-0178 | Phone *(area code and number)*<br>(956) 318-2157 |

**To apply for a tax refund, the taxpayer must complete the following**

**Step 1: Owner's name and address**

| | |
|---|---|
| Owner's name<br>TCP MAIN PLACE PARTNERS LP (PD BY: ACCUMATCH) | |
| Present mailing address *(number and street)*<br>15303 DALLAS PKWY STE 1020 | |
| City, town or post office, state, ZIP code<br>ADDISON, TX 75001-6923 | Phone *(area code and number)* |

Legal description (or attach copy of the tax bill or tax receipt): MAIN PLACE LOT 1

**Step 2: Describe the property**

Address or location of property: 1800 S MAIN ST

226863

Account number of property: M0570.00.000.0001.00 OR Tax receipt number: 33455876

**Step 3: Give the tax payment information**

| Name Of Taxing Unit from Which Refund is Requested | Year for Which Refund is Requested | Date of the Tax Payment | Amount of Taxes Paid | Amount of Tax Refund Requested |
|---|---|---|---|---|
| 1. ALL ENTITIES | 2016 | 12/22 / 2016 | $ 165,251.29 | $ 41,332.61 |
| 2. | | / | $ | $ |
| 3. | | / | $ | $ |
| 4. | | / | $ | $ |
| 5. | | / | $ | $ 41,332.61 |

Taxpayer's reason for refund *(attach supporting documentation)*: COURT ORDER C-7261-14-H

DUE DATE JUNE 21, 2017

SP

**Step 4: sign the form**

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here — Signature | Date of application for tax refund

**If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.**

**Step 5: Tax refund Determination**

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 5/19/17 C 5/19/17

sign here — Authorized officer | Date 5/19/17

sign here — Collector(s) or taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)* | Date 5/1/17

5/1

# APPLICATION FOR TAX REFUND

| Collection office name | Collecting tax for: (Tax Units) |
|---|---|
| HIDALGO COUNTY TAX OFFICE | GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC |
| Present mailing address *(number and street)*<br>P O BOX 178 | |
| City, town or post office, state, ZIP code<br>EDINBURG TX 78540-0178 | Phone *(area code and number)*<br>(956) 318-2157 |

**To apply for a tax refund, the taxpayer must complete the following**

**Step 1: Owner's name and address**

Owner's name
TCP MAIN PLACE PARTNERS LP (PD BY: ACCUMATCH)

Present mailing address *(number and street)*
15303 DALLAS PKWY STE 1020

City, town or post office, state, ZIP code
ADDISON, TX 75001-6923

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): MAIN PLACE LOT 2

**Step 2: Describe the property**

Address or location of property: 1800 S 16TH ST

226864

Account number of property:
M0570.00.000.0002.00

Tax receipt number:
OR 30764002

**Step 3: Give the tax payment information**

| Name Of Taxing Unit from Which Refund is Requested | Year for Which Refund is Requested | Date of the Tax Payment | Amount of Taxes Paid | Amount of Tax Refund Requested |
|---|---|---|---|---|
| 1. ALL ENTITIES | 2015 | 12/30 / 2015 | $ 42,056.37 | $ 3,432.91 |
| 2. | | / | $ | $ |
| 3. | | / | $ | $ |
| 4. | | / | $ | $ |
| 5. | | / | $ | $ 3,432.91 |

Taxpayer's reason for refund *(attach supporting documentation)*: COURT ORDER C-7261-14-H

DUE DATE JUNE 21, 2017

SP

**Step 4: sign the form**

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here — Signature

Date of application for tax refund

**If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.**

**Step 5: Tax refund Determination**

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: VG 5/18/17
L.C 5/19/17

sign here — Authorized officer

Date 5/19/17

sign here — Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)*

Date 5/1/17

511

# APPLICATION FOR TAX REFUND

| Collection office name | Collecting tax for: (Tax Units) |
|---|---|
| HIDALGO COUNTY TAX OFFICE | GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC |
| Present mailing address *(number and street)*<br>P O BOX 178 | |
| City, town or post office, state, ZIP code<br>EDINBURG TX 78540-0178 | Phone *(area code and number)*<br>(956) 318-2157 |

**To apply for a tax refund, the taxpayer must complete the following**

**Step 1: Owner's name and address**

| Owner's name | |
|---|---|
| TCP MAIN PLACE PARTNERS LP (PD BY: ACCUMATCH) | |
| Present mailing address *(number and street)*<br>15303 DALLAS PKWY STE 1020 | |
| City, town or post office, state, ZIP code<br>ADDISON, TX 75001-6923 | Phone *(area code and number)* |

Legal description (or attach copy of the tax bill or tax receipt): MAIN PLACE LOT 2

**Step 2: Describe the property**

Address or location of property: 1800 S 16TH ST

226864

Account number of property: M0570.00.000.0002.00 OR 33455876 Tax receipt number:

**Step 3: Give the tax payment information**

| Name Of Taxing Unit from Which Refund is Requested | Year for Which Refund is Requested | Date of the Tax Payment | Amount of Taxes Paid | Amount of Tax Refund Requested |
|---|---|---|---|---|
| 1. ALL ENTITIES | 2016 | 12/22 / 2016 | $ 44,849.60 | $ 12,801.66 |
| 2. | | / | $ | $ |
| 3. | | / | $ | $ |
| 4. | | / | $ | $ |
| 5. | | / | $ | $ 12,801.66 |

Taxpayer's reason for refund *(attach supporting documentation)*: COURT ORDER C-7261-14-H

DUE DATE JUNE 21, 2017

SP

**Step 4: sign the form**

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

| sign here — Signature | Date of application for tax refund |
|---|---|
| | |

**If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.**

**Step 5: Tax refund Determination**

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: VG 5/10/17 CS 5/19/17

| sign here — Authorized officer | Date |
|---|---|
| | 5/19/17 |

| sign here — Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)* | Date |
|---|---|
| Paul Pitland | 5/1/17 |

511

# APPLICATION FOR TAX REFUND

| Collection office name | Collecting tax for: (Tax Units) |
|---|---|
| HIDALGO COUNTY TAX OFFICE | GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC |
| Present mailing address *(number and street)*<br>P O BOX 178 | |
| City, town or post office, state, ZIP code<br>EDINBURG TX 78540-0178 | Phone *(area code and number)*<br>(956) 318-2157 |

**To apply for a tax refund, the taxpayer must complete the following**

**Step 1: Owner's name and address**

Owner's name
TCP MAIN PLACE PARTNERS LP (PD BY: ACCUMATCH)

Present mailing address *(number and street)*
15303 DALLAS PKWY STE 1020

City, town or post office, state, ZIP code
ADDISION, TX 75001-6923

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): MAIN PLACE LOT 3

**Step 2: Describe the property**

Address or location of property: 1812 S 16TH ST

226865

Account number of property:

M0570.00.000.0003.00 OR 30764002

Tax receipt number:

**Step 3: Give the tax payment information**

| Name Of Taxing Unit from Which Refund is Requested | Year for Which Refund is Requested | Date of the Tax Payment | Amount of Taxes Paid | Amount of Tax Refund Requested |
|---|---|---|---|---|
| 1. ALL ENTITIES | 2015 | 12/30 / 2015 | $ 43,989.78 | $ 3,333.50 |
| 2. | | / | $ | $ |
| 3. | | / | $ | $ |
| 4. | | / | $ | $ |
| 5. | | / | $ | $ 3,333.50 |

Taxpayer's reason for refund *(attach supporting documentation)*: COURT ORDER C-7261-14-H

DUE DATE JUNE 21, 2017

SP

**Step 4: sign the form**

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here — Signature

Date of application for tax refund

**If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.**

**Step 5: Tax refund Determination**

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 5-19-17
5/19/17

sign here — Authorized officer

Date

sign here — Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)*

Date 5/11/17

5/1

# APPLICATION FOR TAX REFUND

| Collection office name | Collecting tax for: (Tax Units) |
|---|---|
| HIDALGO COUNTY TAX OFFICE | GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC |
| Present mailing address *(number and street)*<br>P O BOX 178 | |
| City, town or post office, state, ZIP code<br>EDINBURG TX 78540-0178 | Phone *(area code and number)*<br>(956) 318-2157 |

**To apply for a tax refund, the taxpayer must complete the following**

**Step 1: Owner's name and address**

Owner's name
TCP MAIN PLACE PARTNERS LP (PD BY: ACCUMATCH)

Present mailing address *(number and street)*
15303 DALLAS PKWY STE 1020

City, town or post office, state, ZIP code
ADDISION, TX 75001-6923

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): MAIN PLACE LOT 3

**Step 2: Describe the property**

Address or location of property: 1812 S 16TH ST

226865

Account number of property:

M0570.00.000.0003.00 OR 33455876

Tax receipt number:

**Step 3: Give the tax payment information**

| Name Of Taxing Unit from Which Refund is Requested | Year for Which Refund is Requested | Date of the Tax Payment | Amount of Taxes Paid | Amount of Tax Refund Requested |
|---|---|---|---|---|
| 1. ALL ENTITIES | 2016 | 12/22 / 2016 | $ 56,473.53 | $ 13,742.95 |
| 2. | | / | $ | $ |
| 3. | | / | $ | $ |
| 4. | | / | $ | $ |
| 5. | | / | $ | $ 13,742.95 |

Taxpayer's reason for refund *(attach supporting documentation)*: COURT ORDER C-7261-14-H

DUE DATE JUNE 21, 2017

SP

**Step 4: sign the form**

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here — Signature | Date of application for tax refund

**If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.**

**Step 5: Tax refund Determination**

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 5/19/17

sign here — Authorized officer | Date 5/19/17

sign here — Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)* | Date 5/11/17

511

# APPLICATION FOR TAX REFUND

| Collection office name | Collecting tax for: (Tax Units) |
|---|---|
| HIDALGO COUNTY TAX OFFICE | GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC |
| Present mailing address *(number and street)*<br>P O BOX 178 | |
| City, town or post office, state, ZIP code<br>EDINBURG TX 78540-0178 | Phone *(area code and number)*<br>(956) 318-2157 |

**To apply for a tax refund, the taxpayer must complete the following**

**Step 1: Owner's name and address**

| | |
|---|---|
| Owner's name<br>TCP MAIN PLACE PARTNERS LP (PD BY: ACCUMATCH) | |
| Present mailing address *(number and street)*<br>15303 DALLAS PKWY STE 1020 | |
| City, town or post office, state, ZIP code<br>ADDISON, TX 75001-6923 | Phone *(area code and number)* |

Legal description (or attach copy of the tax bill or tax receipt): MAIN PLACE LOT 4

**Step 2: Describe the property**

Address or location of property: 1800 S MAIN

226866

Account number of property: M0570.00.000.0004.00 OR Tax receipt number: 33455876

**Step 3: Give the tax payment information**

| Name Of Taxing Unit from Which Refund is Requested | Year for Which Refund is Requested | Date of the Tax Payment | Amount of Taxes Paid | Amount of Tax Refund Requested |
|---|---|---|---|---|
| 1. ALL ENTITIES | 2016 | 12/22 / 2016 | $ 11,919.02 | $ 3,372.91 |
| 2. | | / | $ | $ |
| 3. | | / | $ | $ |
| 4. | | / | $ | $ |
| 5. | | / | $ | $ 3,372.91 |

Taxpayer's reason for refund *(attach supporting documentation)*: COURT ORDER C-7261-14-H

DUE DATE JUNE 21, 2017

SP

**Step 4: sign the form**

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here — Signature | Date of application for tax refund

**If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.**

**Step 5: Tax refund Determination**

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 5-19-17

sign here — Authorized officer | Date 5/19/17

sign here — Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)* | Date 5/11/17

511

# APPLICATION FOR TAX REFUND

| Collection office name | Collecting tax for: (Tax Units) |
|---|---|
| HIDALGO COUNTY TAX OFFICE | GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC |
| Present mailing address *(number and street)*<br>P O BOX 178 | |
| City, town or post office, state, ZIP code<br>EDINBURG TX 78540-0178 | Phone *(area code and number)*<br>(956) 318-2157 |

**To apply for a tax refund, the taxpayer must complete the following**

**Step 1: Owner's name and address**

Owner's name: INTERNATIONAL BANK OF COMMERCE (PD BY: INTERNATIONAL BANK OF COMMERCE)

Present mailing address *(number and street)*: PO BOX 579

City, town or post office, state, ZIP code: MCALLEN, TX 78505-0579

Phone *(area code and number)*:

Legal description (or attach copy of the tax bill or tax receipt): MARTIN, J W LOT 2

**Step 2: Describe the property**

Address or location of property: 3600 N 10TH ST

227716

Account number of property: M1450.00.000.0002.00

Tax receipt number: OR 34558491

**Step 3: Give the tax payment information**

| Name Of Taxing Unit from Which Refund is Requested | Year for Which Refund is Requested | Date of the Tax Payment | Amount of Taxes Paid | Amount of Tax Refund Requested |
|---|---|---|---|---|
| 1. ALL ENTITIES | 2016 | 01/31 / 2017 | $ 24,265.61 | $ 3,107.75 |
| 2. | | / | $ | $ |
| 3. | | / | $ | $ |
| 4. | | / | $ | $ |
| 5. | | / | $ | $ 3,107.75 |

Taxpayer's reason for refund *(attach supporting documentation)*: COURT ORDER C-3992-16-I

DUE DATE JUNE 25, 2017

SP

**Step 4: sign the form**

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here — Signature | Date of application for tax refund

**If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.**

**Step 5: Tax refund Determination**

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 5/18/17

sign here — Authorized officer | Date 5/19/17

sign here — Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)* | Date 5/1/17

5/1

# APPLICATION FOR TAX REFUND

| Collection office name | Collecting tax for: (Tax Units) |
|---|---|
| HIDALGO COUNTY TAX OFFICE | GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC |
| Present mailing address *(number and street)*<br>P O BOX 178 | |
| City, town or post office, state, ZIP code<br>EDINBURG TX 78540-0178 | Phone *(area code and number)*<br>(956) 318-2157 |

**To apply for a tax refund, the taxpayer must complete the following**

**Step 1: Owner's name and address**

Owner's name
INTERNATIONAL BANK OF COMMERCE (PD BY: INTERNATIONAL BANK OF COMMERCE)

Present mailing address *(number and street)*
PO BOX 579

City, town or post office, state, ZIP code
MCALLEN, TX 78505-0579

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): MCALLEN ADDITION LOTS 1 2 3 & 4 BLK 4

**Step 2: Describe the property**

Address or location of property: 2 S BROADWAY ST

228573

Account number of property: M1950.00.004.0001.00 OR Tax receipt number: 34558491

**Step 3: Give the tax payment information**

| Name Of Taxing Unit from Which Refund is Requested | Year for Which Refund is Requested | Date of the Tax Payment | Amount of Taxes Paid | Amount of Tax Refund Requested |
|---|---|---|---|---|
| 1. ALL ENTITIES | 2016 | 01/31 / 2017 | $ 99,581.35 | $ 22,562.59 |
| 2. | | / | $ | $ |
| 3. | | / | $ | $ |
| 4. | | / | $ | $ |
| 5. | | / | $ | $ 22,562.59 |

Taxpayer's reason for refund *(attach supporting documentation)*: COURT ORDER C-3992-16-I

DUE DATE JUNE 25, 2017

SP

**Step 4: sign the form**

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here — Signature | Date of application for tax refund

**If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.**

**Step 5: Tax refund Determination**

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 5/18/17

sign here — Authorized officer | Date 5/19/17

sign here — Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11 tax code)* | Date 5/1/17

511

# APPLICATION FOR TAX REFUND

| Collection office name | Collecting tax for: (Tax Units) |
|---|---|
| HIDALGO COUNTY TAX OFFICE | GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC |
| Present mailing address *(number and street)*<br>P O BOX 178 | |
| City, town or post office, state, ZIP code<br>EDINBURG TX 78540-0178 | Phone *(area code and number)*<br>(956) 318-2157 |

**To apply for a tax refund, the taxpayer must complete the following**

**Step 1: Owner's name and address**

Owner's name
IBC Bank INTERNATIONAL BANK OF COMMERCE (PD BY: INTERNATIONAL BANK OF COMMERCE)

Present mailing address *(number and street)*
PO BOX 579

City, town or post office, state, ZIP code
MCALLEN, TX 78505-0579

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): WESLACO ORIGINAL TOWNSITE LOTS 3-5 & 18-20

**Step 2: Describe the property**

Address or location of property: 606 S TEXAS BLVD

322044

Account number of property: W2300.00.050.0003.00 OR Tax receipt number: 34558491

**Step 3: Give the tax payment information**

| Name Of Taxing Unit from Which Refund is Requested | Year for Which Refund is Requested | Date of the Tax Payment | Amount of Taxes Paid | Amount of Tax Refund Requested |
|---|---|---|---|---|
| 1. ALL ENTITIES | 2016 | 1/31 / 2017 | $ 36,272.52 | $ 3,564.12 |
| 2. | | / | $ | $ |
| 3. | | / | $ | $ |
| 4. | | / | $ | $ |
| 5. | | / | $ | $ 3,564.12 |

Taxpayer's reason for refund *(attach supporting documentation)*: COURT ORDER C-3993-16-E

DUE DATE JUNE 25, 2017

SP

**Step 4: sign the form**

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here — Signature | Date of application for tax refund

**If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.**

**Step 5: Tax refund Determination**

This tax refund is ☑ Approved ☐ Disapproved

~~AUDITED BY: THE HIDALGO~~ COUNTY AUDITOR'S OFFICE
DATE: 5/18/17

sign here — Authorized official | Date 5/19/17

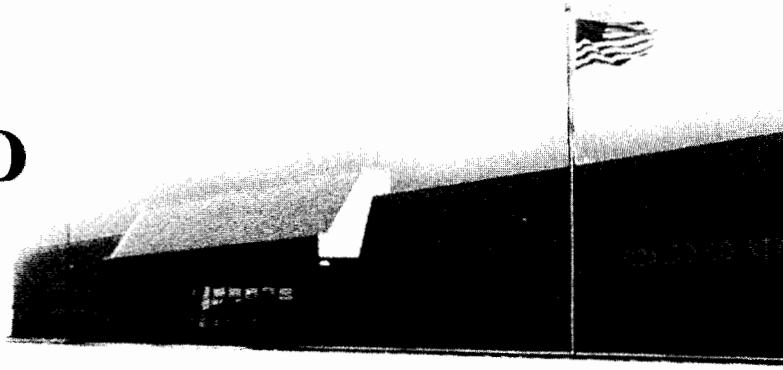
sign here — Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)* | Date 5/1/17

5/1

*Office of Tax Assessor - Collector*

**COUNTY of HIDALGO**

*Pablo "Paul" Villarreal, Jr. RTA*



P.O. Box 178
Edinburg, Texas 78540-0178
Ph. (956) 318-2157
Fax (956) 318-2733
www.hidalgocountytax.org

May 19, 2017

The Honorable Ramon Garcia
Hidalgo County Commissioners
Edinburg, Texas 78539

Re: See attached list

Gentlemen:

The Hidalgo County Appraisal District has made a correction to the tax roll as allowed by Property Tax Code Section 26.15. This correction decreased the tax liability of the property owner(s). Since taxes had been previously paid, our office determined that the tax roll correction resulted in a tax refund over $2,500.00 dollars due to the taxpayer(s). The County Auditor has also agreed with our determination. As a result, I respectfully request that the Commissioner's Court approve the enclosed application(s) for a tax refund as recommended by the County Auditor.

When completed, please return the attached to our office. Thank you for your assistance in this matter.

Respectfully,

Pablo (Paul) Villarreal, Jr., PCC

br

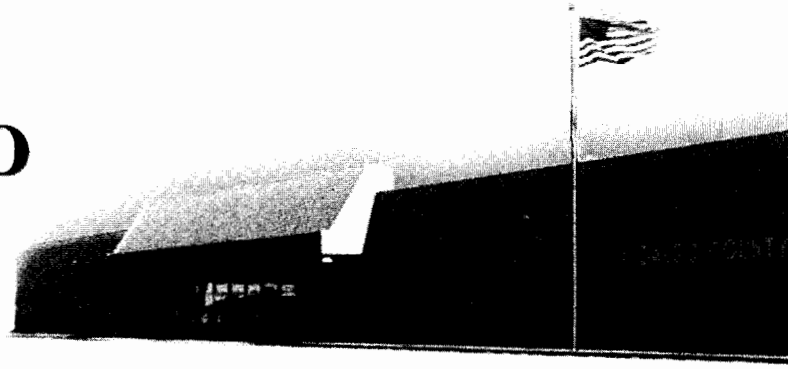
Enclosure

APPROVED BY
COMMISSIONERS' COURT
ON: 6/13/17

*Office of Tax Assessor - Collector*

**COUNTY of HIDALGO**

*Pablo "Paul" Villarreal, Jr. RTA*



P.O. Box 178
Edinburg, Texas 78540-0178
Ph. (956) 318-2157
Fax (956) 318-2733
www.hidalgocountytax.org

May 19, 2017

The Honorable Ramon Garcia
Hidalgo County Commissioners
Edinburg, Texas 78539

Re: See attached list

Gentlemen:

The Hidalgo County District Court has ordered a correction to the tax roll as allowed by Property Tax Code Section 42.43. This correction decreased the tax liability of the property owner(s). Since taxes had been previously paid, our office determined that the tax roll correction resulted in a tax refund over $2,500.00 dollars due to the taxpayer(s). The County Auditor has also agreed with our determination. As a result, I respectfully request that the Commissioner's Court approve the enclosed application(s) for a tax refund as recommended by the County Auditor.

When completed, please return the attached to our office. Thank you for your assistance in this matter.

Respectfully,

Pablo (Paul) Villarreal Jr.

Pablo (Paul) Villarreal, Jr., PCC

br

Enclosure

APPROVED BY
COMMISSIONERS' COURT
ON: 6/13/17

**AI-59942** **Tax Refunds** **8. B.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted By:** Belinda Rios, TAX OFFICE

**Department:** TAX OFFICE

## Information

**CAPTION**

| Account Number | Payer | Amount |
|---|---|---|
| L3149.00.002.0029.00 | Shell Gulf of Mexico Inc. | $2,702.30 |
| S2950.00.000.0401.25 | Marcial Zamora | $3,743.75 |

**BACKGROUND**

## Fiscal Impact

## Attachments

ComCourt06132017(Sup)

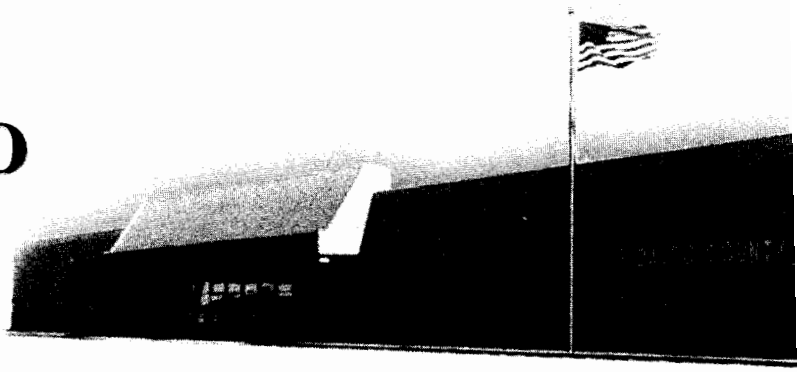
## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 05/22/2017 01:31 PM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |
| Form Started By: Belinda Rios | | Started On: 05/22/2017 11:32 AM |
| Final Approval Date: 06/09/2017 | | |

*Office of Tax Assessor - Collector*

**COUNTY of HIDALGO**

*Pablo "Paul" Villarreal, Jr. RTA*



P.O. Box 178
Edinburg, Texas 78540-0178
Ph. (956) 318-2157
Fax (956) 318-2733
www.hidalgocountytax.org

May 19, 2017

The Honorable Ramon Garcia
Hidalgo County Commissioners
Edinburg, Texas 78539

Re: See attached list

Gentlemen:

The Hidalgo County Appraisal District has made a correction to the tax roll as allowed by Property Tax Code Section 26.15. This correction decreased the tax liability of the property owner(s). Since taxes had been previously paid, our office determined that the tax roll correction resulted in a tax refund over $2,500.00 dollars due to the taxpayer(s). The County Auditor has also agreed with our determination. As a result, I respectfully request that the Commissioner's Court approve the enclosed application(s) for a tax refund as recommended by the County Auditor.

When completed, please return the attached to our office. Thank you for your assistance in this matter.

Respectfully,

Pablo (Paul) Villarreal, Jr., PCC

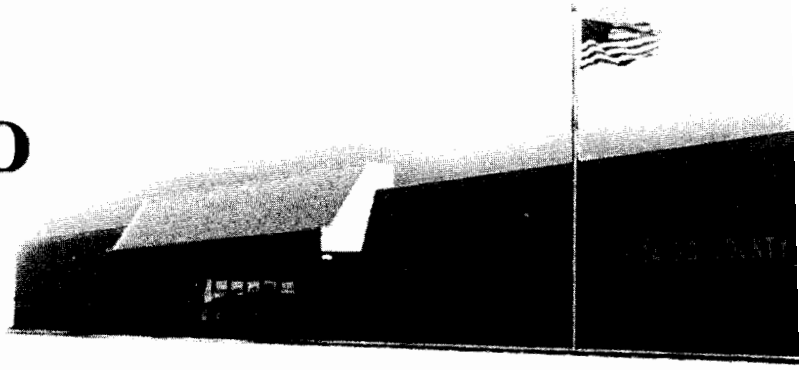
br

Enclosure

*Office of Tax Assessor - Collector*

# COUNTY of HIDALGO

*Pablo "Paul" Villarreal, Jr. RTA*



P.O. Box 178
Edinburg, Texas 78540-0178
Ph. (956) 318-2157
Fax (956) 318-2733
www.hidalgocountytax.org

| ACCOUNT NUMBER | PAYER | AMOUNT |
|---|---|---|
| L3149.00.002.0029.00 | SHELL GULF OF MEXICO INC. | $2,702.30 |
| S2950.00.000.0401.25 | MARCIAL ZAMORA | $3,743.75 |

**2804 S. Bus. Hwy 281 • Edinburg, Texas 78539**

# APPLICATION FOR TAX REFUND

| Collection office name | Collecting tax for: (Tax Units) |
|---|---|
| HIDALGO COUNTY TAX OFFICE | GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC |
| Present mailing address *(number and street)*<br>P O BOX 178 | |
| City, town or post office, state, ZIP code<br>EDINBURG TX 78540-0178 | Phone *(area code and number)*<br>(956) 318-2157 |

**To apply for a tax refund, the taxpayer must complete the following**

**Step 1: Owner's name and address**

Owner's name
MODERN DESIGN CONSTRUCTION LLC (PD BY: SHELL GULF OF MEXICO INC,)

Present mailing address *(number and street)*
400 W WARBLER AVE

City, town or post office, state, ZIP code
MCALLEN, TX 78504-1975

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): LAS CANADAS LOT 29 BLK 2

**Step 2: Describe the property**

Address or location of property: S . ST

716075

Account number of property:

L3149.00.002.0029.00

Tax receipt number:

OR 34861214

**Step 3: Give the tax payment information**

| Name Of Taxing Unit from Which Refund is Requested | Year for Which Refund is Requested | Date of the Tax Payment | Amount of Taxes Paid | Amount of Tax Refund Requested |
|---|---|---|---|---|
| 1. ALL ENTITIES | 2016 | 01/31 / 2017 | $ 3,950.25 | $ 2,702.30 |
| 2. | | / | $ | $ |
| 3. | | / | $ | $ |
| 4. | | / | $ | $ |
| 5. | | / | $ | $ 2,702.30 |

Taxpayer's reason for refund *(attach supporting documentation)*: SUPP 9 RF170409

SP

**Step 4: sign the form**

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here — Signature

Date of application for tax refund

**If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.**

**Step 5: Tax refund Determination**

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 5-19-17

sign here — Authorized officer

Date 5/19/17

sign here — Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)*

Date 5/2/17

515

# APPLICATION FOR TAX REFUND

| Collection office name | Collecting tax for: (Tax Units) |
|---|---|
| HIDALGO COUNTY TAX OFFICE | GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC |
| Present mailing address *(number and street)*<br>P O BOX 178 | |
| City, town or post office, state, ZIP code<br>EDINBURG TX 78540-0178 | Phone *(area code and number)*<br>(956) 318-2157 |

**To apply for a tax refund, the taxpayer must complete the following**

**Step 1: Owner's name and address**

Owner's name
LORENZO PATRICIA (PD BY: MARCIAL ZAMORA)

Present mailing address *(number and street)*
2301 TANGLEWOOD LN

City, town or post office, state, ZIP code
WESLACO, TX 78596-3409

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): JOHN H SHARY

**Step 2: Describe the property**

Address or location of property: LINDA ST

282208

Account number of property:
S2950.00.000.0401.25

Tax receipt number:
OR 34451459

**Step 3: Give the tax payment information**

| Name Of Taxing Unit from Which Refund is Requested | Year for Which Refund is Requested | Date of the Tax Payment | Amount of Taxes Paid | Amount of Tax Refund Requested |
|---|---|---|---|---|
| 1. ALL ENTITIES | 2016 | 01/30 / 2017 | $ 13,895.81 | $ 3,743.75 |
| 2. | | / | $ | $ |
| 3. | | / | $ | $ |
| 4. | | / | $ | $ |
| 5. | | / | $ | $ 3,743.75 |

Taxpayer's reason for refund *(attach supporting documentation)*: SUPP 8 RF170319 PAY OFF BALANCE OF $1,015.21 DIFFERENCE TO TAXPAYER $2,728.54

SP

**Step 4: sign the form**

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here — Signature

Date of application for tax refund

**If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.**

**Step 5: Tax refund Determination**

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: NA 5/18/17
P.C 5/19/17

sign here — Authorized official

Date 5/19/17

sign here — Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)*

Date 5/2/17

5/5

**AI-60105** **Membership Dues/Certifications** **9. A.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted For:** Diana Serna, URBAN COUNTY **Submitted By:** Sandra Regalado, URBAN COUNTY

**Department:** URBAN COUNTY

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**Information**

**CAPTION**

Urban County:
Request approval to renew 2017-2018 membership dues in the amount of $2,000.00 to the National Community Development Association for Hidalgo County Urban County Program. (Membership dues covering the period July 1, 2017 through June 30, 2018).

**BACKGROUND**

The National Community Development Association(NCDA) continues to be committed to the goal of assisting local governments in achieving high quality, locally- responsive programs for making communities better places in which to live and work. Membership in NCDA is critical in the fight to protect and preserve funding for safe, decent and affordable housing along with other community development programs.

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**Fiscal Impact**

**Attachments**

NCDA

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/05/2017 03:27 PM |
| Linda Flores | Linda Flores | 06/06/2017 02:55 PM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |
| Form Started By: Sandra Regalado | | Started On: 06/02/2017 10:45 AM |
| Final Approval Date: 06/09/2017 | | |

TO THE COUNTY AUDITOR

AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

I, DIANA R. SERNA, do hereby state that my membership in the NATIONAL COMMUNITY DEVELOPMENT ASSOCIATION, on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County, I further state to the best of my knowledge and belief the following;

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization.
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature related to County Government. **This organization advocates for federal funding to Entitlement Communities.**
4. The association or organization may provide information for a member of the legislature to appear before a legislative to provide information related to County Government, but not to attempt to influence legislation: and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: Diana R Serna Date: 6-5-17

TITLE: DIRECTOR

Before me Sandra Regalado, a Notary Public, appeared DIANA R. SERNA, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

SANDRA G. REGALADO
Notary Public, State of Texas
Comm. Expires 04-13-2021
Notary ID 11972172

Sandra Regalado
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

Funding Year 2016
Acct # 5016-99-2101-6501-

Authority To Obtain Affidavit: LGC§ 113.064(b)
Authority to Pay Membership Dues: LGC§ 89.002

NCDA
National Community Development Association

# INVOICE

Invoice #: FY18-457
Invoice Date: Jun 5, 2017
Due date: Jun 5, 2017

Amount due:
**$2,000.00**

## National Community Development Association

Vicki Watson
1775 Eye Street NW
Suite 1150
Washington, DC 20006
United States

Phone: 202-587-2772
administrator@ncdaonline.org

Bill To:

Hidalgo County, TX
Sandra Regalado
427 E. Duranta Ave
Alamo, TX 78516
United States

sandra.regalado@co.hidalgo.tx.us
956-787-8127
Urban County Program

| Description | Quantity | Price | Amount |
|---|---|---|---|
| Dues Invoice<br>Membership Dues covering the period July 1, 2017 through June 30, 2018 | 1 | $2,000.00 | $2,000.00 |
| | | Subtotal | $2,000.00 |
| | | **Total** | **$2,000.00 USD** |

**AI-60106** **Membership Dues/Certifications** **9. B.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted For:** Diana Serna, URBAN COUNTY **Submitted By:** Sandra Regalado, URBAN COUNTY

**Department:** URBAN COUNTY

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**Information**

**CAPTION**

Urban County:
Requesting approval to renew 2017-2018 membership dues in the amount of $50.00 to the National Community Development Association, Region VI for Hidalgo County Urban County Program. (Membership dues covering the period July 1, 2017 through June 30, 2018)

**BACKGROUND**

The National Community Development Association (NCDA) continues to be committed to the goal of assisting local governments in achieving high quality, locally- responsive programs for making communities better places in which to live and work. Membership in NCDA is critical in the fight to protect and preserve funding for safe, decent and affordable housing along with other community development programs.

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**Fiscal Impact**

**Attachments**

NCDA Region VI

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/05/2017 03:28 PM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |
| Form Started By: Sandra Regalado | | Started On: 06/02/2017 10:45 AM |
| Final Approval Date: 06/09/2017 | | |

TO THE COUNTY AUDITOR

AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

I, DIANA R. SERNA, do hereby state that my membership in the NATIONAL COMMUNITY DEVELOPMENT ASSOCIATION REGION VI, on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County, I further state to the best of my knowledge and belief the following;

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization.
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature related to County Government. **This organization advocates for federal funding to Entitlement Communities.**
4. The association or organization may provide information for a member of the legislature to appear before a legislative to provide information related to County Government, but not to attempt to influence legislation: and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: Diana R Serna Date: 6-5-17

TITLE: DIRECTOR

Before me Sandra Regalado, a Notary Public, appeared DIANA R. SERNA, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

SANDRA G. REGALADO
Notary Public, State of Texas
Comm. Expires 04-13-2021
Notary ID 11972172

Sandra Regalado

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

Funding Year 2016
Acct # 5016-99-2101-6501-____

Authority To Obtain Affidavit: LGC§ 113.064(b)
Authority to Pay Membership Dues: LGC§ 89.002

**INVOICE** **NCDA Region VI – Southwest**

c/o Barbara Ross, Secretary-Treasurer
601 E. Hickory Street Ste B
Denton TX 76205

---

**NCDA Region VI – Southwest Membership Dues**
**Invoice Date – June 5, 2017**
**Invoice Number – TX001**

**To:** Diana Serna
427 E. Duranta Ave. Ste 107
Alamo TX 78516

**Cost: $50.00**

---

**Please make checks payable to NCDA Region VI – Southwest**
**Federal Tax ID #75-1412027**

**AI-60117** **Membership Dues/Certifications** **9. C.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted For:** Larry Gallardo, CONSTABLE PCT. #3

**Submitted By:** Raquel Ramos, CONSTABLE PCT. #3

**Department:** CONSTABLE PCT. #3

---

**Information**

**CAPTION**

Constable Pct. 3:
Requesting approval to pay membership dues to the Justices of the Peace and Constables Association in the total of $665.00,
(Requisition #343852), with authority for County Treasurer to issue check after review, audit and processing procedures are completed by the County Auditor.

**BACKGROUND**

Membership Dues are for the following employees: Rene Gonzalez, Eldon Dunn, Dan Broyles, Joel Contreras, Selena Garza, Reynaldo Reyna, Miguel Zamora, Hugo Rangel, Ruben Salinas, Jhoan Moreno, Eric Flores, Kimberly Echavarria, Willie Coy, Reynaldo Trevino, Roger Rich, Santos Alaniz, Raquel Ramos, Nallely Roque, and Eunice Saenz.

---

**Fiscal Impact**

**CALENDAR YEAR:** 2017 **ACCT. #:** 7-1100-421-00-293-001-0-810

**FUNDS AVAILABLE Y/N?:** y **MATCHING FUNDS Y/N?:** n/a

**BUDGETARY IMPACT:**

Req No 343852

---

**Attachments**

Application, letter and affidavit
Invoices
Invoice EDunn
Invoice KE
New Memberships

---

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/02/2017 04:54 PM |
| Linda Flores | Linda Flores | 06/09/2017 03:56 PM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |

Form Started By: Raquel Ramos Started On: 06/02/2017 04:25 PM
Final Approval Date: 06/09/2017

**TO THE COUNTY AUDITOR**
**AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES**
**TO ASSOCIATIONS OTHER THAN THE TEXAS ASSOCIATION OF COUNTIES**

**THE STATE OF TEXAS**
**COUNTY OF HIDALGO**

I, Rene Gonzalez, do hereby state that membership in the Justices of the Peace and Constables Association, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

- ☒ To obtain statutorily required continuing professional education.
- ☒ To obtain continuing education necessary to maintain a license or certification.
- ☒ To access the association or organization's programs, services, and activities in order to strengthen professional skills and keep up-to-date on developments related to the Department's primary business activities:
  - Publications
  - Periodicals
  - Training
  - Annual Conference
  - Award Programs
  - Representation
  - Technical Inquiry Services

**FOR STATEWIDE ASSOCIATIONS ONLY**

I further state that Justices of the Peace and Constables Association is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: _____ DATE: 4/7/2017
TITLE: Chief Deputy

Before me Raquel Ramos, a Notary Public, appeared Rene Gonzalez, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL) RAQUEL VERONICA RAMOS Notary Public, State of Texas My Commission Expires OCTOBER 3, 2018

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT: LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES: GC § 305.026

COUNTY AUDITOR'S FORM: RE-CA-041B
REVISED: 12-2012

# INVOICE

**JPCA**
Attn: TAC Education
P.O. Box 2131
Austin, Texas 78768
Phone: (800) 456-5974
Fax: (512) 477-1324

**240191/240191**
**January 01, 2017**

To: Ms. Rene Gonzalez
Deputy
Hidalgo County
730 N. Breyfogle Ste B
Mission, TX 78572

| DESCRIPTION | | AMOUNT |
|---|---|---|
| JPCA Membership Dues for Staff | | 35.00 |
| | **Total Due** | **35.00** |

This invoice is for your Annual Membership to the Justices of the Peace and Constables Association (JPCA) of Texas effective 1/1/17 thru 12/31/17. This fee assists JPCA in association business and management. This fee is not used for Legislative efforts.

Your support is greatly appreciated.

*The Texas Association of Counties (TAC) is assisting JPCA with dues collection this year. Please make checks payable to TAC. All dues collected will be reported to JPCA.

*County official organization support and event services provided by the Texas Association of Counties.*

**PLEASE REMIT WITH PAYMENT**
Make checks payable to TAC

240191/240191
Ms. Rene Gonzalez
Hidalgo County

Please indicate your choice below and return to:

- ☐ My check is enclosed.
- ☐ Payment to follow

☐ I do not wish to enroll as a member of the Justices of the Peace & Constables Association of Texas.

Texas Association of Counties
Attn: Education Department
P. O. Box 2131
Austin, Texas 78768

# *Justices of the Peace and Constables Association of Texas, Inc.*


**Judge Phil Montgomery**
President
317 SH 132 N
Devine, Texas 78016
Tel: 830-665-8020
Fax: 830-665-8021
jp4_163@yahoo.com
******
**Constable Carlos Lopez**
President - Elect
1003 Guadalupe
Austin, Texas 78701
Tel: 512-854-9100
Fax: 512-854-4228
carlos.lopez@traviscountytx.gov
******
**Judge David Cobos**
Second Vice President
707 West Washington
Midland, Texas 79701
Tel: 432-6884722
Fax: 432-6t8-4949
david_cobos@co.midland.tx.us
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**Constable Dwain Read**
Third Vice President
511 South Main
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**Constable Chad Jordan**
Secretary/Treasurer
100 E. Pearl St.
Granbury, Texas 76048
Tel: 817-579-3204
Fax: 817-573-3426
cjordan@co.hood.tx.us
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**Judge Jackie Miller, Jr.**
Judge Advocate
701 S. I-35, #1
Waxahachie, Texas 75165
Tel: 972-825-5022
Fax: 972-825-5025
jgmjr1@sbcglobal.net
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**Constable Rick Coffman**
Sgt-At-Arms
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Cedar Park, Texas 78613
Tel: 512-260-4270
Fax: 512-260-4275
Const2mail@wilco.org
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**Constable Larry Gallardo**
Past President
730 North Breyfogle
Mission, Texas 78572
Tel: 956-581-6800
Fax: 956-519-4242
larrygallardo@swbell.net


December 2, 2016

Dear Ms. Gonzalez,

Enclosed please find an invoice for your dues to the Justices of the Peace and Constables Association of Texas (JPCA). Your timely remittance is most appreciated.

As Medina County Justice of the Peace, I've come to rely upon our Association for providing continued education, legislative representation, newsletters and expanded networking opportunities with my peers from across the state.

Special, members-only benefits include a brand new $5,000 Accidental Death and Dismemberment policy, discount registration to our annual conference and regular updates on legislation affecting our work.

The JPCA is committed to the educational needs of Texas Justice Courts and Constable offices through the Texas Justice Court Training Center. JPCA advocates for quality programs needed to enhance the ethical values and integrity of its elected officials to better protect and serve the citizens of our great state of Texas.

With the help of JPCA, we can better perform our jobs, thus better serving our counties and our constituents.

Please join me in supporting this organization that supports us so well and submit your JPCA membership dues today. This year the Texas Association of Counties will assist JPCA in the dues collection. Please make checks payable to TAC.

We'd like to keep our records up to date. If your contact information has changed, please correct and mail in the enclosed printout.

Sincerely,

Phillip L. Montgomery
President, Justices of the Peace and Constables Association
Medina County Justice of the Peace

**TO THE COUNTY AUDITOR**
**AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES**
**TO ASSOCIATIONS OTHER THAN THE TEXAS ASSOCIATION OF COUNTIES**

**THE STATE OF TEXAS**
**COUNTY OF HIDALGO**

I, Eldon Dunn, do hereby state that membership in the Justices of the Peace and Constables Association, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

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  - Publications
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  - Annual Conference
  - Award Programs
  - Representation
  - Technical Inquiry Services

**FOR STATEWIDE ASSOCIATIONS ONLY**

I further state that Justices of the Peace and Constables Association is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: Eldon Dunn DATE: 4/7/2017
TITLE: Sergeant

Before me Raquel V. Ramos, a Notary Public, appeared Eldon Dunn, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL)

RAQUEL VERONICA RAMOS
Notary Public, State of Texas
My Commission Expires
OCTOBER 3, 2018

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT: LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES: GC § 305.026

**COUNTY AUDITOR'S FORM: RE-CA-041B**
**REVISED: 12-2012**

# *Justices of the Peace and Constables Association of Texas, Inc.*


**Judge Phil Montgomery**
President
317 SH 132 N
Devine, Texas 78016
Tel: 830-665-8020
Fax: 830-665-8021
jp4_163@yahoo.com
******
**Constable Carlos Lopez**
President - Elect
1003 Guadalupe
Austin, Texas 78701
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Past President
730 North Breyfogle
Mission, Texas 78572
Tel: 956-581-6800
Fax: 956-519-4242
larrygallardo@swbell.net


December 2, 2016

Dear Mr. Dunn,

Enclosed please find an invoice for your dues to the Justices of the Peace and Constables Association of Texas (JPCA). Your timely remittance is most appreciated.

As Medina County Justice of the Peace, I've come to rely upon our Association for providing continued education, legislative representation, newsletters and expanded networking opportunities with my peers from across the state.

Special, members-only benefits include a brand new $5,000 Accidental Death and Dismemberment policy, discount registration to our annual conference and regular updates on legislation affecting our work.

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Please join me in supporting this organization that supports us so well and submit your JPCA membership dues today. This year the Texas Association of Counties will assist JPCA in the dues collection. Please make checks payable to TAC.

We'd like to keep our records up to date. If your contact information has changed, please correct and mail in the enclosed printout.

Sincerely,

Phillip L. Montgomery
President, Justices of the Peace and Constables Association
Medina County Justice of the Peace

**TO THE COUNTY AUDITOR**
**AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES**
**TO ASSOCIATIONS OTHER THAN THE TEXAS ASSOCIATION OF COUNTIES**

**THE STATE OF TEXAS**
**COUNTY OF HIDALGO**

I, Dan Broyles, do hereby state that membership in the Justices of the Peace and Constables Association, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

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  - Publications
  - Periodicals
  - Training
  - Annual Conference
  - Award Programs
  - Representation
  - Technical Inquiry Services

**FOR STATEWIDE ASSOCIATIONS ONLY**

I further state that Justices of the Peace and Constables Association is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: _____ DATE: 4/7/2017
TITLE: Sergeant

Before me Raquel V. Ramos, a Notary Public, appeared Dan Broyles, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL)

RAQUEL VERONICA RAMOS
Notary Public, State of Texas
My Commission Expires
OCTOBER 3, 2018

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

| | |
|---|---|
| AUTHORITY TO OBTAIN AFFIDAVIT: | LGC § 113.064(b) |
| AUTHORITY TO PAY MEMBERSHIP DUES: | GC § 305.026 |

COUNTY AUDITOR'S FORM: RE-CA-041B
REVISED: 12-2012

**JPCA**
Attn: TAC Education
P.O. Box 2131
Austin, Texas 78768
Phone: (800) 456-5974
Fax: (512) 477-1324

# INVOICE

**240006/240006**
**January 01, 2017**

To: Mr. Dan Broyles
Deputy
Hidalgo County
730 N. Breyfogle, Ste B
Mission, TX 78572

| DESCRIPTION | AMOUNT |
|---|---|
| JPCA Membership Dues for Staff | 35.00 |
| **Total Due** | **35.00** |

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**PLEASE REMIT WITH PAYMENT**
Make checks payable to TAC

240006/240006
Mr. Dan Broyles
Hidalgo County

Please indicate your choice below and return to:

- ☐ My check is enclosed.
- ☐ Payment to follow

☐ I do not wish to enroll as a member of the Justices of the Peace & Constables Association of Texas.

Texas Association of Counties
Attn: Education Department
P. O. Box 2131
Austin, Texas 78768

# *Justices of the Peace and Constables Association of Texas, Inc.*


**Judge Phil Montgomery**
President
317 SH 132 N
Devine, Texas 78016
Tel: 830-665-8020
Fax: 830-665-8021
jp4_163@yahoo.com
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Past President
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December 2, 2016

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Sincerely,

Phillip L. Montgomery
President, Justices of the Peace and Constables Association
Medina County Justice of the Peace

**TO THE COUNTY AUDITOR**
**AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES**
**TO ASSOCIATIONS OTHER THAN THE TEXAS ASSOCIATION OF COUNTIES**

**THE STATE OF TEXAS**
**COUNTY OF HIDALGO**

I, Joel Contreras, do hereby state that membership in the Justices of the Peace and Constables Association, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

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  - Technical Inquiry Services

**FOR STATEWIDE ASSOCIATIONS ONLY**

I further state that Justices of the Peace and Constables Association is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: _____ DATE: 4/7/2017
TITLE: Deputy Constable

Before me Raquel V. Ramos, a Notary Public, appeared Joel Contreras, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL)

RAQUEL VERONICA RAMOS
Notary Public, State of Texas
My Commission Expires
OCTOBER 3, 2018

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT: LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES: GC § 305.026

COUNTY AUDITOR'S FORM: RE-CA-041B
REVISED: 12-2012

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Devine, Texas 78016
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Past President

730 North Breyfogle
Mission, Texas 78572
Tel: 956-581-6800
Fax: 956-519-4242
larrygallardo@swbell.net


December 2, 2016

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Sincerely,

Phillip L. Montgomery
President, Justices of the Peace and Constables Association
Medina County Justice of the Peace

**TO THE COUNTY AUDITOR**
**AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES**
**TO ASSOCIATIONS OTHER THAN THE TEXAS ASSOCIATION OF COUNTIES**

**THE STATE OF TEXAS**
**COUNTY OF HIDALGO**

I, Selena Garza, do hereby state that membership in the Justices of the Peace and Constables Association, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

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  - Periodicals
  - Training
  - Annual Conference
  - Award Programs
  - Representation
  - Technical Inquiry Services

**FOR STATEWIDE ASSOCIATIONS ONLY**

I further state that Justices of the Peace and Constables Association is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: _____ DATE: 4/7/2017
TITLE: Deputy Constable

Before me Raquel V. Ramos, a Notary Public, appeared Selena Garza, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL) RAQUEL VERONICA RAMOS Notary Public, State of Texas My Commission Expires OCTOBER 3, 2018

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

| | |
|---|---|
| AUTHORITY TO OBTAIN AFFIDAVIT: | LGC § 113.064(b) |
| AUTHORITY TO PAY MEMBERSHIP DUES: | GC § 305.026 |

**COUNTY AUDITOR'S FORM: RE-CA-041B**
**REVISED: 12-2012**

**JPCA**
Attn: TAC Education
P.O. Box 2131
Austin, Texas 78768
Phone: (800) 456-5974
Fax: (512) 477-1324

# INVOICE

**240172/240172**
**January 01, 2017**

To: Ms. Selena Garza
Deputy
Hidalgo County
730 N. Breyfogle Ste B
Mission, TX 78572

| DESCRIPTION | | AMOUNT |
|---|---|---|
| JPCA Membership Dues for Staff | | 35.00 |
| | **Total Due** | **35.00** |

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*County official organization support and event services provided by the Texas Association of Counties.*

**PLEASE REMIT WITH PAYMENT**
Make checks payable to TAC

240172/240172
Ms. Selena Garza
Hidalgo County

Please indicate your choice below and return to:

- ☐ My check is enclosed.
- ☐ Payment to follow

☐ I do not wish to enroll as a member of the Justices of the Peace & Constables Association of Texas.

Texas Association of Counties
Attn: Education Department
P. O. Box 2131
Austin, Texas 78768

# *Justices of the Peace and Constables Association of Texas, Inc.*


**Judge Phil Montgomery**
President
317 SH 132 N
Devine, Texas 78016
Tel: 830-665-8020
Fax: 830-665-8021
jp4_163@yahoo.com
******
**Constable Carlos Lopez**
President - Elect
1003 Guadalupe
Austin, Texas 78701
Tel: 512-854-9100
Fax: 512-854-4228
carlos.lopez@traviscountytx.gov
******
**Judge David Cobos**
Second Vice President
707 West Washington
Midland, Texas 79701
Tel: 432-6884722
Fax: 432-6t8-4949
david_cobos@co.midland.tx.us
******
**Constable Dwain Read**
Third Vice President
511 South Main
Perryton, Texas 79070
Tel: 806-435-8000
Fax: 806-435-8011
jp1@hutchinsoncnty.com
******
**Constable Chad Jordan**
Secretary/Treasurer
100 E. Pearl St.
Granbury, Texas 76048
Tel: 817-579-3204
Fax: 817-573-3426
cjordan@co.hood.tx.us
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Fax: 512-260-4275
Const2mail@wilco.org
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**Constable Larry Gallardo**
Past President
730 North Breyfogle
Mission, Texas 78572
Tel: 956-581-6800
Fax: 956-519-4242
larrygallardo@swbell.net


December 2, 2016

Dear Ms. Garza,

Enclosed please find an invoice for your dues to the Justices of the Peace and Constables Association of Texas (JPCA). Your timely remittance is most appreciated.

As Medina County Justice of the Peace, I've come to rely upon our Association for providing continued education, legislative representation, newsletters and expanded networking opportunities with my peers from across the state.

Special, members-only benefits include a brand new $5,000 Accidental Death and Dismemberment policy, discount registration to our annual conference and regular updates on legislation affecting our work.

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Please join me in supporting this organization that supports us so well and submit your JPCA membership dues today. This year the Texas Association of Counties will assist JPCA in the dues collection. Please make checks payable to TAC.

We'd like to keep our records up to date. If your contact information has changed, please correct and mail in the enclosed printout.

Sincerely,

Phillip L. Montgomery
President, Justices of the Peace and Constables Association
Medina County Justice of the Peace

**TO THE COUNTY AUDITOR**
**AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES**
**TO ASSOCIATIONS OTHER THAN THE TEXAS ASSOCIATION OF COUNTIES**

**THE STATE OF TEXAS**
**COUNTY OF HIDALGO**

I, Miguel Zamora, do hereby state that membership in the Justices of the Peace and Constables Association, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

- ☒ To obtain statutorily required continuing professional education.
- ☒ To obtain continuing education necessary to maintain a license or certification.
- ☒ To access the association or organization's programs, services, and activities in order to strengthen professional skills and keep up-to-date on developments related to the Department's primary business activities:
  - Publications
  - Periodicals
  - Training
  - Annual Conference
  - Award Programs
  - Representation
  - Technical Inquiry Services

**FOR STATEWIDE ASSOCIATIONS ONLY**

I further state that Justices of the Peace and Constables Association is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: _____ DATE: 4/7/2017
TITLE: Deputy Constable

Before me Raquel V. Ramos, a Notary Public, appeared Miguel Zamora, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL)

RAQUEL VERONICA RAMOS
Notary Public, State of Texas
My Commission Expires
OCTOBER 3, 2018

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT: LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES: GC § 305.026

COUNTY AUDITOR'S FORM: RE-CA-041B
REVISED: 12-2012

**JPCA**
Attn: TAC Education
P.O. Box 2131
Austin, Texas 78768
Phone: (800) 456-5974
Fax: (512) 477-1324

# INVOICE

**240722/240722**
**January 01, 2017**

To: Mr. Miguel Zamora
Deputy
Hidalgo County
730 N. Breyfogle, Ste. B
Mission, TX 78572

| DESCRIPTION | AMOUNT |
|---|---|
| JPCA Membership Dues for Staff | 35.00 |
| **Total Due** | **35.00** |

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**PLEASE REMIT WITH PAYMENT**
Make checks payable to TAC

240722/240722
Mr. Miguel Zamora
Hidalgo County

Please indicate your choice below and return to:

- ☐ My check is enclosed.
- ☐ Payment to follow

☐ I do not wish to enroll as a member of the Justices of the Peace & Constables Association of Texas.

Texas Association of Counties
Attn: Education Department
P. O. Box 2131
Austin, Texas 78768

# *Justices of the Peace and Constables Association of Texas, Inc.*


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317 SH 132 N
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**Judge Jackie Miller, Jr.**
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Past President
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Mission, Texas 78572
Tel: 956-581-6800
Fax: 956-519-4242
larrygallardo@swbell.net


December 2, 2016

Dear Mr. Zamora,

Enclosed please find an invoice for your dues to the Justices of the Peace and Constables Association of Texas (JPCA). Your timely remittance is most appreciated.

As Medina County Justice of the Peace, I've come to rely upon our Association for providing continued education, legislative representation, newsletters and expanded networking opportunities with my peers from across the state.

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Sincerely,

Phillip L. Montgomery
President, Justices of the Peace and Constables Association
Medina County Justice of the Peace

**TO THE COUNTY AUDITOR**
**AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES**
**TO ASSOCIATIONS OTHER THAN THE TEXAS ASSOCIATION OF COUNTIES**

**THE STATE OF TEXAS**
**COUNTY OF HIDALGO**

I, Hugo Rangel, do hereby state that membership in the Justices of the Peace and Constables Association, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

- ☒ To obtain statutorily required continuing professional education.
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  - Training
  - Annual Conference
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  - Representation
  - Technical Inquiry Services

**FOR STATEWIDE ASSOCIATIONS ONLY**

I further state that Justices of the Peace and Constables Association is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: _____ DATE: 4/7/2017
TITLE: Deputy Constable

Before me Raquel V. Ramos, a Notary Public, appeared Hugo Rangel, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(S E A L)

RAQUEL VERONICA RAMOS
Notary Public, State of Texas
My Commission Expires
OCTOBER 3, 2018

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT: LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES: GC § 305.026

COUNTY AUDITOR'S FORM: RE-CA-041B
REVISED: 12-2012

**JPCA**
Attn: TAC Education
P.O. Box 2131
Austin, Texas 78768
Phone: (800) 456-5974
Fax: (512) 477-1324

# INVOICE

**240516/240516**
**January 01, 2017**

To: Mr. Hugo Rangel
Deputy
Hidalgo County
730 N. Breyfogle, Ste. B
Mission, TX 78572

| DESCRIPTION | AMOUNT |
|---|---|
| JPCA Membership Dues for Staff | 35.00 |
| **Total Due** | **35.00** |

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240516/240516
Mr. Hugo Rangel
Hidalgo County

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Texas Association of Counties
Attn: Education Department
P. O. Box 2131
Austin, Texas 78768

# *Justices of the Peace and Constables Association of Texas, Inc.*


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317 SH 132 N
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Fax: 830-665-8021
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Past President
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Mission, Texas 78572
Tel: 956-581-6800
Fax: 956-519-4242
larrygallardo@swbell.net


December 2, 2016

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Sincerely,

Phillip L. Montgomery
President, Justices of the Peace and Constables Association
Medina County Justice of the Peace

**TO THE COUNTY AUDITOR**
**AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES**
**TO ASSOCIATIONS OTHER THAN THE TEXAS ASSOCIATION OF COUNTIES**

**THE STATE OF TEXAS**
**COUNTY OF HIDALGO**

I, Kimberly Echavarria, do hereby state that membership in the Justices of the Peace and Constables Association, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

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☒ To obtain continuing education necessary to maintain a license or certification.
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- Publications
- Periodicals
- Training
- Annual Conference
- Award Programs
- Representation
- Technical Inquiry Services

**FOR STATEWIDE ASSOCIATIONS ONLY**

I further state that Justices of the Peace and Constables Association is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: Kimberly Echavarria DATE: 4/7/2017
TITLE: Deputy Constable

Before me Raquel V. Ramos, a Notary Public, appeared Kimberly Echavarria, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL) RAQUEL VERONICA RAMOS Notary Public, State of Texas My Commission Expires OCTOBER 3, 2018

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT: LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES: GC § 305.026

COUNTY AUDITOR'S FORM: RE-CA-041B
REVISED: 12-2012

**TO THE COUNTY AUDITOR**
**AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES**
**TO ASSOCIATIONS OTHER THAN THE TEXAS ASSOCIATION OF COUNTIES**

**THE STATE OF TEXAS**
**COUNTY OF HIDALGO**

I, Willie Coy, do hereby state that membership in the Justices of the Peace and Constables Association, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

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- ☒ To obtain continuing education necessary to maintain a license or certification.
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**FOR STATEWIDE ASSOCIATIONS ONLY**

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SIGNATURE: _____ DATE: 4/7/2017
TITLE: Deputy Constable

Before me Raquel V. Ramos, a Notary Public, appeared Willie Coy, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL) RAQUEL VERONICA RAMOS Notary Public, State of Texas My Commission Expires OCTOBER 3, 2018

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT: LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES: GC § 305.026

COUNTY AUDITOR'S FORM: RE-CA-041B
REVISED: 12-2012

**JPCA**
Attn: TAC Education
P.O. Box 2131
Austin, Texas 78768
Phone: (800) 456-5974
Fax: (512) 477-1324

# INVOICE

**240073/240073**
**January 01, 2017**

To: Mr. Willie Coy
Constable Clerk
Hidalgo County
730 N Breyfogle, Ste. B
Mission, TX 78572

| DESCRIPTION | AMOUNT |
|---|---|
| JPCA Membership Dues for Staff | 35.00 |
| **Total Due** | **35.00** |

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**PLEASE REMIT WITH PAYMENT**
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240073/240073
Mr. Willie Coy
Hidalgo County

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☐ I do not wish to enroll as a member of the Justices of the Peace & Constables Association of Texas.

Texas Association of Counties
Attn: Education Department
P. O. Box 2131
Austin, Texas 78768

# *Justices of the Peace and Constables Association of Texas, Inc.*


**Judge Phil Montgomery**
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317 SH 132 N
Devine, Texas 78016
Tel: 830-665-8020
Fax: 830-665-8021
jp4_163@yahoo.com
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Past President
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Mission, Texas 78572
Tel: 956-581-6800
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larrygallardo@swbell.net


December 2, 2016

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Sincerely,

Phillip L. Montgomery
President, Justices of the Peace and Constables Association
Medina County Justice of the Peace

**TO THE COUNTY AUDITOR**
**AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES**
**TO ASSOCIATIONS OTHER THAN THE TEXAS ASSOCIATION OF COUNTIES**

**THE STATE OF TEXAS**
**COUNTY OF HIDALGO**

I, Reynaldo Trevino, do hereby state that membership in the Justices of the Peace and Constables Association, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

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**FOR STATEWIDE ASSOCIATIONS ONLY**

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SIGNATURE: _____ DATE: 4/7/2017
TITLE: Deputy Constable

Before me Raquel V. Ramos, a Notary Public, appeared Reynaldo Trevino, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

( S E A L )

RAQUEL VERONICA RAMOS
Notary Public, State of Texas
My Commission Expires
OCTOBER 3, 2018

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT: LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES: GC § 305.026

**COUNTY AUDITOR'S FORM: RE-CA-041B**
**REVISED: 12-2012**

**JPCA**
Attn: TAC Education
P.O. Box 2131
Austin, Texas 78768
Phone: (800) 456-5974
Fax: (512) 477-1324

# INVOICE

**240651/240651**
**January 01, 2017**

To: Mr. Reynaldo Trevino
Deputy
Hidalgo County
730 Breyfogle, Ste. B
Mission, TX 78572

| DESCRIPTION | AMOUNT |
|---|---|
| JPCA Membership Dues for Staff | 35.00 |
| **Total Due** | **35.00** |

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240651/240651
Mr. Reynaldo Trevino
Hidalgo County

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- ☐ Payment to follow

☐ I do not wish to enroll as a member of the Justices of the Peace & Constables Association of Texas.

Texas Association of Counties
Attn: Education Department
P. O. Box 2131
Austin, Texas 78768

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Third Vice President
511 South Main
Perryton, Texas 79070
Tel: 806-435-8000
Fax: 806-435-8011
jp1@hutchinsoncnty.com
******
**Constable Chad Jordan**
Secretary/Treasurer
100 E. Pearl St.
Granbury, Texas 76048
Tel: 817-579-3204
Fax: 817-573-3426
cjordan@co.hood.tx.us
******
**Judge Jackie Miller, Jr.**
Judge Advocate
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Waxahachie, Texas 75165
Tel: 972-825-5022
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jgmjr1@sbcglobal.net
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Sgt-At-Arms
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Const2mail@wilco.org
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**Constable Larry Gallardo**
Past President
730 North Breyfogle
Mission, Texas 78572
Tel: 956-581-6800
Fax: 956-519-4242
larrygallardo@swbell.net


December 2, 2016

Dear Mr. Trevino,

Enclosed please find an invoice for your dues to the Justices of the Peace and Constables Association of Texas (JPCA). Your timely remittance is most appreciated.

As Medina County Justice of the Peace, I've come to rely upon our Association for providing continued education, legislative representation, newsletters and expanded networking opportunities with my peers from across the state.

Special, members-only benefits include a brand new $5,000 Accidental Death and Dismemberment policy, discount registration to our annual conference and regular updates on legislation affecting our work.

The JPCA is committed to the educational needs of Texas Justice Courts and Constable offices through the Texas Justice Court Training Center. JPCA advocates for quality programs needed to enhance the ethical values and integrity of its elected officials to better protect and serve the citizens of our great state of Texas.

With the help of JPCA, we can better perform our jobs, thus better serving our counties and our constituents.

Please join me in supporting this organization that supports us so well and submit your JPCA membership dues today. This year the Texas Association of Counties will assist JPCA in the dues collection. Please make checks payable to TAC.

We'd like to keep our records up to date. If your contact information has changed, please correct and mail in the enclosed printout.

Sincerely,

Phillip L. Montgomery
President, Justices of the Peace and Constables Association
Medina County Justice of the Peace

**TO THE COUNTY AUDITOR**
**AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES**
**TO ASSOCIATIONS OTHER THAN THE TEXAS ASSOCIATION OF COUNTIES**

**THE STATE OF TEXAS**
**COUNTY OF HIDALGO**

I, Roger Rich, do hereby state that membership in the Justices of the Peace and Constables Association, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

- ☒ To obtain statutorily required continuing professional education.
- ☒ To obtain continuing education necessary to maintain a license or certification.
- ☒ To access the association or organization's programs, services, and activities in order to strengthen professional skills and keep up-to-date on developments related to the Department's primary business activities:
  - Publications
  - Periodicals
  - Training
  - Annual Conference
  - Award Programs
  - Representation
  - Technical Inquiry Services

**FOR STATEWIDE ASSOCIATIONS ONLY**

I further state that Justices of the Peace and Constables Association is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: _____ DATE: 4/7/2017
TITLE: Deputy Constable

Before me Raquel V. Ramos, a Notary Public, appeared Roger Rich, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL)

RAQUEL VERONICA RAMOS
Notary Public, State of Texas
My Commission Expires
OCTOBER 3, 2018

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT: LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES: GC § 305.026

COUNTY AUDITOR'S FORM: RE-CA-041B
REVISED: 12-2012

**JPCA**
Attn: TAC Education
P.O. Box 2131
Austin, Texas 78768
Phone: (800) 456-5974
Fax: (512) 477-1324

# INVOICE

**198435/198435**
**January 01, 2017**

To: Mr. Roger Rich
Deputy Constable
Hidalgo County
730 N. Breyfogle Rd. Ste B
Mission, TX 78574

| DESCRIPTION | AMOUNT |
|---|---|
| JPCA Membership Dues for Staff | 35.00 |
| **Total Due** | **35.00** |

This invoice is for your Annual Membership to the Justices of the Peace and Constables Association (JPCA) of Texas effective 1/1/17 thru 12/31/17. This fee assists JPCA in association business and management. This fee is not used for Legislative efforts.

Your support is greatly appreciated.

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*County official organization support and event services provided by the Texas Association of Counties.*

**PLEASE REMIT WITH PAYMENT**
Make checks payable to TAC

198435/198435
Mr. Roger Rich
Hidalgo County

Please indicate your choice below and return to:

- ☐ My check is enclosed.
- ☐ Payment to follow

☐ I do not wish to enroll as a member of the Justices of the Peace & Constables Association of Texas.

Texas Association of Counties
Attn: Education Department
P. O. Box 2131
Austin, Texas 78768

# Justices of the Peace and Constables Association of Texas, Inc.


**Judge Phil Montgomery**
President
317 SH 132 N
Devine, Texas 78016
Tel: 830-665-8020
Fax: 830-665-8021
jp4_163@yahoo.com
******
**Constable Carlos Lopez**
President - Elect
1003 Guadalupe
Austin, Texas 78701
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Fax: 512-854-4228
carlos.lopez@traviscountytx.gov
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Fax: 432-6t8-4949
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Past President
730 North Breyfogle
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Tel: 956-581-6800
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larrygallardo@swbell.net


December 2, 2016

Dear Mr. Rich,

Enclosed please find an invoice for your dues to the Justices of the Peace and Constables Association of Texas (JPCA). Your timely remittance is most appreciated.

As Medina County Justice of the Peace, I've come to rely upon our Association for providing continued education, legislative representation, newsletters and expanded networking opportunities with my peers from across the state.

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Sincerely,

Phillip L. Montgomery
President, Justices of the Peace and Constables Association
Medina County Justice of the Peace

**TO THE COUNTY AUDITOR**
**AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES**
**TO ASSOCIATIONS OTHER THAN THE TEXAS ASSOCIATION OF COUNTIES**

**THE STATE OF TEXAS**
**COUNTY OF HIDALGO**

I, Santos Alaniz, do hereby state that membership in the Justices of the Peace and Constables Association, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

- ☒ To obtain statutorily required continuing professional education.
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  - Publications
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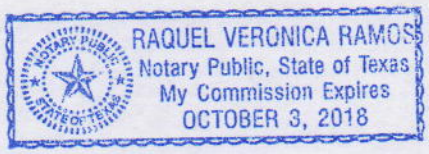
**FOR STATEWIDE ASSOCIATIONS ONLY**

I further state that Justices of the Peace and Constables Association is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: Santos Alaniz DATE: 4/7/2017
TITLE: Deputy Constable

Before me Raquel V. Ramos, a Notary Public, appeared Santos Alaniz, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL)




NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT: LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES: GC § 305.026

COUNTY AUDITOR'S FORM: RE-CA-041B
REVISED: 12-2012

**JPCA**
Attn: TAC Education
P.O. Box 2131
Austin, Texas 78768
Phone: (800) 456-5974
Fax: (512) 477-1324

# INVOICE

**239918/239918**
**January 01, 2017**

To: Mr. Santos Alaniz
Deputy
Hidalgo County
730 N. Breyfogle, Ste. B
Mission, TX 78572

| DESCRIPTION | | AMOUNT |
|---|---|---|
| JPCA Membership Dues for Staff | | 35.00 |
| | **Total Due** | **35.00** |

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**PLEASE REMIT WITH PAYMENT**
Make checks payable to TAC

239918/239918
Mr. Santos Alaniz
Hidalgo County

Please indicate your choice below and return to:

- ☐ My check is enclosed.
- ☐ Payment to follow

☐ I do not wish to enroll as a member of the Justices of the Peace & Constables Association of Texas.

Texas Association of Counties
Attn: Education Department
P. O. Box 2131
Austin, Texas 78768

# *Justices of the Peace and Constables Association of Texas, Inc.*


**Judge Phil Montgomery**
President
317 SH 132 N
Devine, Texas 78016
Tel: 830-665-8020
Fax: 830-665-8021
jp4_163@yahoo.com
******

**Constable Carlos Lopez**
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Past President
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Mission, Texas 78572
Tel: 956-581-6800
Fax: 956-519-4242
larrygallardo@swbell.net


December 2, 2016

Dear Mr. Alaniz,

Enclosed please find an invoice for your dues to the Justices of the Peace and Constables Association of Texas (JPCA). Your timely remittance is most appreciated.

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Sincerely,



Phillip L. Montgomery
President, Justices of the Peace and Constables Association
Medina County Justice of the Peace

**TO THE COUNTY AUDITOR**
**AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES**
**TO ASSOCIATIONS OTHER THAN THE TEXAS ASSOCIATION OF COUNTIES**

**THE STATE OF TEXAS**
**COUNTY OF HIDALGO**

I, Reynaldo Reyna, do hereby state that membership in the Justices of the Peace and Constables Association, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

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- Periodicals
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- Annual Conference
- Award Programs
- Representation
- Technical Inquiry Services

**FOR STATEWIDE ASSOCIATIONS ONLY**

I further state that Justices of the Peace and Constables Association is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: _____ DATE: 4/7/2017
TITLE: Deputy Constable

Before me Raquel Ramos, a Notary Public, appeared Reynaldo Reyna, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL)

RAQUEL VERONICA RAMOS
Notary Public, State of Texas
My Commission Expires
OCTOBER 3, 2018

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT: LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES: GC § 305.026

COUNTY AUDITOR'S FORM: RE-CA-041B
REVISED: 12-2012

**JPCA**
Attn: TAC Education
P.O. Box 2131
Austin, Texas 78768
Phone: (800) 456-5974
Fax: (512) 477-1324

# INVOICE

**240526/240526**
**January 01, 2017**

To: Mr. Reynaldo Reyna
Deputy
Hidalgo County
730 N. Breyfogle, Ste. B
Mission, TX 78572

| DESCRIPTION | AMOUNT |
|---|---|
| JPCA Membership Dues for Staff | 35.00 |
| **Total Due** | **35.00** |

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**PLEASE REMIT WITH PAYMENT**
Make checks payable to TAC

240526/240526
Mr. Reynaldo Reyna
Hidalgo County

Please indicate your choice below and return to:

- ☐ My check is enclosed.
- ☐ Payment to follow

☐ I do not wish to enroll as a member of the Justices of the Peace & Constables Association of Texas.

Texas Association of Counties
Attn: Education Department
P. O. Box 2131
Austin, Texas 78768

# Justices of the Peace and Constables Association of Texas, Inc.


**Judge Phil Montgomery**
President
317 SH 132 N
Devine, Texas 78016
Tel: 830-665-8020
Fax: 830-665-8021
jp4_163@yahoo.com
******

**Constable Carlos Lopez**
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**Judge David Cobos**
Second Vice President
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Third Vice President
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Secretary/Treasurer
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**Judge Jackie Miller, Jr.**
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Past President
730 North Breyfogle
Mission, Texas 78572
Tel: 956-581-6800
Fax: 956-519-4242
larrygallardo@swbell.net


December 2, 2016

Dear Mr. Reyna,

Enclosed please find an invoice for your dues to the Justices of the Peace and Constables Association of Texas (JPCA). Your timely remittance is most appreciated.

As Medina County Justice of the Peace, I've come to rely upon our Association for providing continued education, legislative representation, newsletters and expanded networking opportunities with my peers from across the state.

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Sincerely,

Phillip L. Montgomery
President, Justices of the Peace and Constables Association
Medina County Justice of the Peace

**TO THE COUNTY AUDITOR**
**AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES**
**TO ASSOCIATIONS OTHER THAN THE TEXAS ASSOCIATION OF COUNTIES**

**THE STATE OF TEXAS**
**COUNTY OF HIDALGO**

I, Ruben Salinas, do hereby state that membership in the Justices of the Peace and Constables Association, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

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- ☒ To obtain continuing education necessary to maintain a license or certification.
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  - Publications
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  - Representation
  - Technical Inquiry Services

**FOR STATEWIDE ASSOCIATIONS ONLY**

I further state that Justices of the Peace and Constables Association is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: _____ DATE: 4/7/2017
TITLE: Deputy Constable

Before me Raquel V. Ramos, a Notary Public, appeared Ruben Salinas, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL)

RAQUEL VERONICA RAMOS
Notary Public, State of Texas
My Commission Expires
OCTOBER 3, 2018

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

| | |
|---|---|
| AUTHORITY TO OBTAIN AFFIDAVIT: | LGC § 113.064(b) |
| AUTHORITY TO PAY MEMBERSHIP DUES: | GC § 305.026 |

**COUNTY AUDITOR'S FORM: RE-CA-041B**
**REVISED: 12-2012**

**TO THE COUNTY AUDITOR**
**AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES**
**TO ASSOCIATIONS OTHER THAN THE TEXAS ASSOCIATION OF COUNTIES**

**THE STATE OF TEXAS**
**COUNTY OF HIDALGO**

I, Jhoan Moreno, do hereby state that membership in the Justices of the Peace and Constables Association, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

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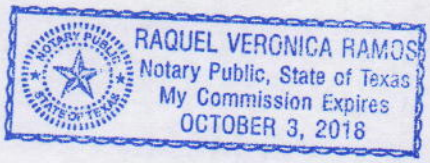
**FOR STATEWIDE ASSOCIATIONS ONLY**

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SIGNATURE: _____ DATE: 4/7/2017
TITLE: Deputy Constable

Before me Raquel V. Ramos, a Notary Public, appeared Jhoan Moreno, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL)




_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

| | |
|---|---|
| AUTHORITY TO OBTAIN AFFIDAVIT: | LGC § 113.064(b) |
| AUTHORITY TO PAY MEMBERSHIP DUES: | GC § 305.026 |

**COUNTY AUDITOR'S FORM: RE-CA-041B**
**REVISED: 12-2012**

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**AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES**
**TO ASSOCIATIONS OTHER THAN THE TEXAS ASSOCIATION OF COUNTIES**

**THE STATE OF TEXAS**
**COUNTY OF HIDALGO**

I, Eric Flores, do hereby state that membership in the Justices of the Peace and Constables Association, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

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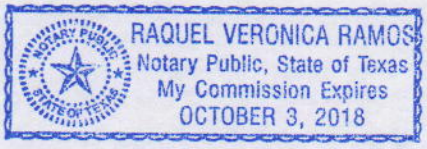
**FOR STATEWIDE ASSOCIATIONS ONLY**

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SIGNATURE: _____ DATE: 4/7/2017
TITLE: Deputy Constable

Before me Raquel V. Ramos, a Notary Public, appeared Eric Flores, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

( S E A L )




_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT: LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES: GC § 305.026

COUNTY AUDITOR'S FORM: RE-CA-041B
REVISED: 12-2012

**TO THE COUNTY AUDITOR**
**AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES**
**TO ASSOCIATIONS OTHER THAN THE TEXAS ASSOCIATION OF COUNTIES**

**THE STATE OF TEXAS**
**COUNTY OF HIDALGO**

I, Raquel Ramos, do hereby state that membership in the Justices of the Peace and Constables Association, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

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  - Representation
  - Technical Inquiry Services

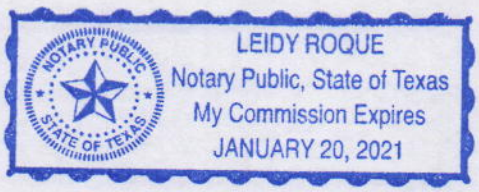
**FOR STATEWIDE ASSOCIATIONS ONLY**

I further state that Justices of the Peace and Constables Association is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: _____ DATE: 4/7/2017
TITLE: Administrative Assistant

Before me Leidy Roque, a Notary Public, appeared Raquel Ramos, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL)




_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

| | |
|---|---|
| AUTHORITY TO OBTAIN AFFIDAVIT: | LGC § 113.064(b) |
| AUTHORITY TO PAY MEMBERSHIP DUES: | GC § 305.026 |

**COUNTY AUDITOR'S FORM: RE-CA-041B**
**REVISED: 12-2012**

**JPCA**
Attn: TAC Education
P.O. Box 2131
Austin, Texas 78768
Phone: (800) 456-5974
Fax: (512) 477-1324

# INVOICE

**240514/240514**
**January 01, 2017**

To: Ms. Raquel Ramos
Constable Clerk
Hidalgo County
730 N. Breyfogle, Ste. B
Mission, TX 78572

| DESCRIPTION | | AMOUNT |
|---|---|---|
| JPCA Membership Dues for Staff | | 35.00 |
| | **Total Due** | **35.00** |

This invoice is for your Annual Membership to the Justices of the Peace and Constables Association (JPCA) of Texas effective 1/1/17 thru 12/31/17. This fee assists JPCA in association business and management. This fee is not used for Legislative efforts.

Your support is greatly appreciated.

*The Texas Association of Counties (TAC) is assisting JPCA with dues collection this year. Please make checks payable to TAC. All dues collected will be reported to JPCA.

*County official organization support and event services provided by the Texas Association of Counties.*

**PLEASE REMIT WITH PAYMENT**
Make checks payable to TAC

240514/240514
Ms. Raquel Ramos
Hidalgo County

Please indicate your choice below and return to:

- ☐ My check is enclosed.
- ☐ Payment to follow

☐ I do not wish to enroll as a member of the Justices of the Peace & Constables Association of Texas.

Texas Association of Counties
Attn: Education Department
P. O. Box 2131
Austin, Texas 78768

# *Justices of the Peace and Constables Association of Texas, Inc.*


**Judge Phil Montgomery**
President
317 SH 132 N
Devine, Texas 78016
Tel: 830-665-8020
Fax: 830-665-8021
jp4_163@yahoo.com
******
**Constable Carlos Lopez**
President - Elect
1003 Guadalupe
Austin, Texas 78701
Tel: 512-854-9100
Fax: 512-854-4228
carlos.lopez@traviscountytx.gov
******
**Judge David Cobos**
Second Vice President
707 West Washington
Midland, Texas 79701
Tel: 432-6884722
Fax: 432-6t8-4949
david_cobos@co.midland.tx.us
******
**Constable Dwain Read**
Third Vice President
511 South Main
Perryton, Texas 79070
Tel: 806-435-8000
Fax: 806-435-8011
jp1@hutchinsoncnty.com
******
**Constable Chad Jordan**
Secretary/Treasurer
100 E. Pearl St.
Granbury, Texas 76048
Tel: 817-579-3204
Fax: 817-573-3426
cjordan@co.hood.tx.us
******
**Judge Jackie Miller, Jr.**
Judge Advocate
701 S. I-35, #1
Waxahachie, Texas 75165
Tel: 972-825-5022
Fax: 972-825-5025
jgmjr1@sbcglobal.net
******
**Constable Rick Coffman**
Sgt-At-Arms
350 Discovery Blvd.
Cedar Park, Texas 78613
Tel: 512-260-4270
Fax: 512-260-4275
Const2mail@wilco.org
******
**Constable Larry Gallardo**
Past President
730 North Breyfogle
Mission, Texas 78572
Tel: 956-581-6800
Fax: 956-519-4242
larrygallardo@swbell.net


December 2, 2016

Dear Ms. Ramos,

Enclosed please find an invoice for your dues to the Justices of the Peace and Constables Association of Texas (JPCA). Your timely remittance is most appreciated.

As Medina County Justice of the Peace, I've come to rely upon our Association for providing continued education, legislative representation, newsletters and expanded networking opportunities with my peers from across the state.

Special, members-only benefits include a brand new $5,000 Accidental Death and Dismemberment policy, discount registration to our annual conference and regular updates on legislation affecting our work.

The JPCA is committed to the educational needs of Texas Justice Courts and Constable offices through the Texas Justice Court Training Center. JPCA advocates for quality programs needed to enhance the ethical values and integrity of its elected officials to better protect and serve the citizens of our great state of Texas.

With the help of JPCA, we can better perform our jobs, thus better serving our counties and our constituents.

Please join me in supporting this organization that supports us so well and submit your JPCA membership dues today. This year the Texas Association of Counties will assist JPCA in the dues collection. Please make checks payable to TAC.

We'd like to keep our records up to date. If your contact information has changed, please correct and mail in the enclosed printout.

Sincerely,

Phillip L. Montgomery
President, Justices of the Peace and Constables Association
Medina County Justice of the Peace

**TO THE COUNTY AUDITOR**
**AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES**
**TO ASSOCIATIONS OTHER THAN THE TEXAS ASSOCIATION OF COUNTIES**

**THE STATE OF TEXAS**
**COUNTY OF HIDALGO**

I, Leidy Nallely Roque, do hereby state that membership in the Justices of the Peace and Constables Association, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

- ☒ To obtain statutorily required continuing professional education.
- ☒ To obtain continuing education necessary to maintain a license or certification.
- ☒ To access the association or organization's programs, services, and activities in order to strengthen professional skills and keep up-to-date on developments related to the Department's primary business activities:
  - Publications
  - Periodicals
  - Training
  - Annual Conference
  - Award Programs
  - Representation
  - Technical Inquiry Services

**FOR STATEWIDE ASSOCIATIONS ONLY**

I further state that Justices of the Peace and Constables Association is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: _____ DATE: 4/7/2017
TITLE: Administrative Assistant

Before me Raquel V. Ramos, a Notary Public, appeared Leidy Nallely Roque, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL)

RAQUEL VERONICA RAMOS
Notary Public, State of Texas
My Commission Expires
OCTOBER 3, 2018

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT: LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES: GC § 305.026

COUNTY AUDITOR'S FORM: RE-CA-041B
REVISED: 12-2012

Attn: Education Department
P. O. Box 2131
Austin, Texas 78768

# *Justices of the Peace and Constables Association of Texas, Inc.*


**Judge Phil Montgomery**
President
317 SH 132 N
Devine, Texas 78016
Tel: 830-665-8020
Fax: 830-665-8021
jp4_163@yahoo.com
******

**Constable Carlos Lopez**
President - Elect
1003 Guadalupe
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Third Vice President
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Perryton, Texas 79070
Tel: 806-435-8000
Fax: 806-435-8011
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Secretary/Treasurer
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Granbury, Texas 76048
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Fax: 817-573-3426
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**Judge Jackie Miller, Jr.**
Judge Advocate
701 S. I-35, #1
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Tel: 972-825-5022
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**Constable Rick Coffman**
Sgt-At-Arms
350 Discovery Blvd.
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Tel: 512-260-4270
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Const2mail@wilco.org
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**Constable Larry Gallardo**
Past President
730 North Breyfogle
Mission, Texas 78572
Tel: 956-581-6800
Fax: 956-519-4242
larrygallardo@swbell.net


December 2, 2016

Dear Mrs. Roque,

Enclosed please find an invoice for your dues to the Justices of the Peace and Constables Association of Texas (JPCA). Your timely remittance is most appreciated.

As Medina County Justice of the Peace, I've come to rely upon our Association for providing continued education, legislative representation, newsletters and expanded networking opportunities with my peers from across the state.

Special, members-only benefits include a brand new $5,000 Accidental Death and Dismemberment policy, discount registration to our annual conference and regular updates on legislation affecting our work.

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We'd like to keep our records up to date. If your contact information has changed, please correct and mail in the enclosed printout.

Sincerely,

Phillip L. Montgomery
President, Justices of the Peace and Constables Association
Medina County Justice of the Peace

**TO THE COUNTY AUDITOR**
**AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES**
**TO ASSOCIATIONS OTHER THAN THE TEXAS ASSOCIATION OF COUNTIES**

**THE STATE OF TEXAS**
**COUNTY OF HIDALGO**

I, Eunice Saenz, do hereby state that membership in the Justices of the Peace and Constables Association, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

☒ To obtain statutorily required continuing professional education.
☒ To obtain continuing education necessary to maintain a license or certification.
☒ To access the association or organization's programs, services, and activities in order to strengthen professional skills and keep up-to-date on developments related to the Department's primary business activities:

- Publications
- Periodicals
- Training
- Annual Conference
- Award Programs
- Representation
- Technical Inquiry Services

**FOR STATEWIDE ASSOCIATIONS ONLY**

I further state that Justices of the Peace and Constables Association is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: Eunice Saenz DATE: 4/7/2017
TITLE: Administrative Assistant

Before me Raquel V. Ramos a Notary Public, appeared Eunice Saenz, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL) RAQUEL VERONICA RAMOS Notary Public, State of Texas My Commission Expires OCTOBER 3, 2018

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT: LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES: GC § 305.026

COUNTY AUDITOR'S FORM: RE-CA-041B
REVISED: 12-2012

**JPCA**
Attn: TAC Education
P.O. Box 2131
Austin, Texas 78768
Phone: (800) 456-5974
Fax: (512) 477-1324

# INVOICE

**240064/240064**
**January 01, 2017**

To: Mr. Joel Contreras
Deputy
Hidalgo County
730 N. Breyfogle, Ste B
Mission, TX 78572

| DESCRIPTION | | AMOUNT |
|---|---|---|
| JPCA Membership Dues for Staff | | 35.00 |
| | **Total Due** | **35.00** |

This invoice is for your Annual Membership to the Justices of the Peace and Constables Association (JPCA) of Texas effective 1/1/17 thru 12/31/17. This fee assists JPCA in association business and management. This fee is not used for Legislative efforts.

Your support is greatly appreciated.

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*County official organization support and event services provided by the Texas Association of Counties.*

**PLEASE REMIT WITH PAYMENT**
Make checks payable to TAC

240064/240064
Mr. Joel Contreras
Hidalgo County

Please indicate your choice below and return to:

- ☐ My check is enclosed.
- ☐ Payment to follow

☐ I do not wish to enroll as a member of the Justices of the Peace & Constables Association of Texas.

Texas Association of Counties
Attn: Education Department
P. O. Box 2131
Austin, Texas 78768

**JPCA**
Attn: TAC Education
P.O. Box 2131
Austin, Texas 78768
Phone: (800) 456-5974
Fax: (512) 477-1324

# INVOICE

**243242/243242**
**January 01, 2017**

To: Mrs. Nallely Roque
Constable Clerk
Hidalgo County
730 N. Breyfogle Rd Ste B
Mission, TX 78572

| DESCRIPTION | | AMOUNT |
|---|---|---|
| JPCA Membership Dues for Staff | | 35.00 |
| | **Total Due** | **35.00** |

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**PLEASE REMIT WITH PAYMENT**
Make checks payable to TAC

243242/243242
Mrs. Nallely Roque
Hidalgo County

Please indicate your choice below and return to:

- ☐ My check is enclosed.
- ☐ Payment to follow

☐ I do not wish to enroll as a member of the Justices of the Peace & Constables Association of Texas.

Texas Association of Counties
Attn: Education Department
P. O. Box 2131
Austin, Texas 78768

Texas Association of Counties
P.O. Box 2131
Austin, Texas 78768
Phone: (800) 456-5974

# STATEMENT OF ACCOUNT

| Date | Account # |
|---|---|
| 5/4/2017 | 240561 |

Mr. Ruben Salinas
Deputy
Hidalgo County
730 N. Breyfogle Ste B
Mission, TX 78572

| Date | Reference | Description | Amount | Balance |
|---|---|---|---|---|
| 11/21/2016 | 39178 | JPCA Membership Dues for Staff for the period from 01/01/2017 through 12/31/2017 | 35.00 | 35.00 |

**PLEASE REMIT WITH PAYMENT**
Make checks payable to Texas Association of Counties

240561
Mr. Ruben Salinas
Deputy
Hidalgo County
730 N. Breyfogle Ste B
Mission, TX 78572

**Total Due:** 35.00

Amount Enclosed $ _____

Texas Association of Counties
P.O. Box 2131
Austin, TX 78768

**JPCA**
Attn: TAC Education
P.O. Box 2131
Austin, Texas 78768
Phone: (800) 456-5974
Fax: (512) 477-1324

# INVOICE

**198289/198289**
**January 01, 2017**

To: Mr. Eldon L. Dunn
Deputy
Hidalgo County
730 N Breyfogle Ste B
Mission, TX 78574-7020

| DESCRIPTION | AMOUNT |
|---|---|
| JPCA Membership Dues for Staff | 35.00 |
| **Total Due** | **35.00** |

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*County official organization support and event services provided by the Texas Association of Counties.*

---

**PLEASE REMIT WITH PAYMENT**
Make checks payable to TAC

198289/198289
Mr. Eldon L. Dunn
Hidalgo County

Please indicate your choice below and return to:

- ☐ My check is enclosed.
- ☐ Payment to follow

☐ I do not wish to enroll as a member of the Justices of the Peace & Constables Association of Texas.

Texas Association of Counties
Attn: Education Department
P. O. Box 2131
Austin, Texas 78768

**JPCA**
Attn: TAC Education
P.O. Box 2131
Austin, Texas 78768
Phone: (800) 456-5974
Fax: (512) 477-1324

# INVOICE

**241035/241035**
**June 01, 2017**

To: Ms. Kimberly Echavarria
Deputy Constable
Hidalgo County
730 N Breyfogle Ste. C
Mission, TX 78574

| DESCRIPTION | AMOUNT |
|---|---|
| JPCA Membership Dues for Staff | 35.00 |
| **Total Due** | **35.00** |

This invoice is for your Annual Membership to the Justices of the Peace and Constables Association (JPCA) of Texas effective 6/1/17 thru 12/31/17. This fee assists JPCA in association business and management. This fee is not used for Legislative efforts.

Your support is greatly appreciated.

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---

**PLEASE REMIT WITH PAYMENT**
Make checks payable to TAC

241035/241035
Ms. Kimberly Echavarria
Hidalgo County

Please indicate your choice below and return to:

- ☐ My check is enclosed.
- ☐ Payment to follow

☐ I do not wish to enroll as a member of the Justices of the Peace & Constables Association of Texas.

Texas Association of Counties
Attn: Education Department
P. O. Box 2131
Austin, Texas 78768

# Justices of the Peace and Constables Association of Texas, Inc.

## 2017 Membership Application

FOR QUESTIONS REGARDING JPCA MEMBERSHIP,
PLEASE CONTACT SAM BURKE, TEXAS ASSOCIATION OF COUNTIES
Phone: 1-800-456-5974 or (512) 478-8753

### MEMBERSHIP FORM SUBMISSION

JPCA IS PARTNERING WITH TAC TO COLLECT ANNUAL DUES.
PLEASE COMPLETE THE FORM AND SEND TO:

**TAC EDUCATION DEPARTMENT**
**PO BOX 2131**
**AUSTIN, TX 78768**
OR FAX TO: 512-477-1324
OR EMAIL TO: samb@county.org

### MEMBER INFORMATION

LAST NAME: SAENZ FIRST NAME: EUNICE

TITLE: CONSTABLE CLERK

COUNTY/ORGANIZATION: HIDALGO PRECINCT #: 3 PLACE:

OFFICE MAILING ADDRESS: 730 N. BREYFOGLE RD. SUITE B

CITY MISSION STATE: TX ZIP CODE: 78572

EMAIL ADDRESS: eunice.saenz@co.hidalgo.tx.us PHONE#: 956-581-6800

FAX: 956-519-4245 ASSOCIATION DISTRICT #:

ARE YOU A NEW MEMBER? (•) Yes ( ) No

### MEMBERSHIP INFORMATION

PLEASE SELECT ONE OF THE FOLLOWING MEMBERSHIP OPTIONS:

- ( ) JUDGE - $60.00
- ( ) CONSTABLE - $60.00
- ( ) CONSTABLE CLERK - $35.00
- ( ) LIFETIME MEMBER - $400.00
- ( ) J.P. CLERK - $35.00
- (•) DEPUTY - $35.00
- ( ) INDIVIDUAL - $40.00

### CORPORATE VENDOR MEMBERSHIP OPTIONS (SEE CORPORATE VENDOR FORM FOR COMPLETE DETAILS.)

NAME OF COMPANY/CORPORATION

PLEASE SELECT ONE LEVEL OF THE FOLLOWING CORPORATE VENDOR MEMBERSHIP OPTIONS:

( ) PLATINUM - $2,000 ( ) GOLD - $1,500 ( ) SILVER - $1,000 ( ) BRONZE - $500

# Justices of the Peace and Constables Association of Texas, Inc.

## 2017 Membership Application

FOR QUESTIONS REGARDING JPCA MEMBERSHIP,
PLEASE CONTACT SAM BURKE, TEXAS ASSOCIATION OF COUNTIES
Phone: 1-800-456-5974 or (512) 478-8753

### MEMBERSHIP FORM SUBMISSION

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PLEASE COMPLETE THE FORM AND SEND TO:

**TAC EDUCATION DEPARTMENT**
**PO BOX 2131**
**AUSTIN, TX 78768**
OR FAX TO: 512-477-1324
OR EMAIL TO: samb@county.org

### MEMBER INFORMATION

LAST NAME: MORENO FIRST NAME: JHOAN

TITLE: DEPUTY CONSTABLE

COUNTY/ORGANIZATION: HIDALGO PRECINCT #: 3 PLACE:

OFFICE MAILING ADDRESS: 730 N. BREYFOGLE RD. SUITE B

CITY MISSION STATE: TX ZIP CODE: 78572

EMAIL ADDRESS: jhoan.moreno@co.hidalgo.tx.us PHONE#: 956-581-6800

FAX: 956-519-4245 ASSOCIATION DISTRICT #:

ARE YOU A NEW MEMBER? (•) Yes ( ) No

### MEMBERSHIP INFORMATION

PLEASE SELECT ONE OF THE FOLLOWING MEMBERSHIP OPTIONS:

- ( ) JUDGE - $60.00
- ( ) CONSTABLE - $60.00
- ( ) CONSTABLE CLERK - $35.00
- ( ) LIFETIME MEMBER - $400.00
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# Justices of the Peace and Constables Association of Texas, Inc.

## 2017 Membership Application

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PLEASE COMPLETE THE FORM AND SEND TO:

**TAC EDUCATION DEPARTMENT**
**PO BOX 2131**
**AUSTIN, TX 78768**
OR FAX TO: 512-477-1324
OR EMAIL TO: samb@county.org

### MEMBER INFORMATION

LAST NAME: FLORES FIRST NAME: ERIC

TITLE: DEPUTY CONSTABLE

COUNTY/ORGANIZATION: HIDALGO PRECINCT #: 3 PLACE:

OFFICE MAILING ADDRESS: 730 N. BREYFOGLE RD. SUITE B

CITY MISSION STATE: TX ZIP CODE: 78572

EMAIL ADDRESS: eric.flores@co.hidalgo.tx.us PHONE#: 956-581-6800

FAX: 956-519-4245 ASSOCIATION DISTRICT #:

ARE YOU A NEW MEMBER? (•) Yes ( ) No

### MEMBERSHIP INFORMATION

PLEASE SELECT ONE OF THE FOLLOWING MEMBERSHIP OPTIONS:

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- ( ) CONSTABLE CLERK - $35.00
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**AI-60137** **Membership Dues/Certifications** **9. D.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted For:** Sulema Cavazos, FIRE MARSHAL'S DEPT.

**Submitted By:** Sulema Cavazos, FIRE MARSHAL'S DEPT.

**Department:** FIRE MARSHAL'S DEPT.

---

## Information

**CAPTION**

Fire Marshal:
Requesting approval membership renewal for the National Fire Protection Association in the amount of $175 for one year for Fire Marshal, Chief Deputy Fire Marshal, and Deputy Fire Marshals, Requisition # 339500 with authority for County Treasurer to issue payment after review and auditing procedures are completed

**BACKGROUND**

---

## Fiscal Impact

**CALENDAR YEAR:** 2017 **ACCT. #:** 7-1100-422-10-300-001-0-810

**FUNDS AVAILABLE Y/N?:** y **MATCHING FUNDS Y/N?:** n/a

**BUDGETARY IMPACT:**

Req No. 339500

---

## Attachments

nfpa 2017-2018

---

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/06/2017 11:05 AM |
| Linda Flores | Linda Flores | 06/08/2017 02:17 PM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |
| Form Started By: Sulema Cavazos | | Started On: 06/06/2017 10:52 AM |
| Final Approval Date: 06/09/2017 | | |

**National Fire Protection Association**
**Membership Department, 11 Tracy Drive, Avon, MA 02322**

Priority Code BF3-CALX-1PX

ID # 2644379

# Enrollment Form

- Please review the information below and clearly print any corrections or revisions.
- Mail your Enrollment Form by the date below in the enclosed postage-paid envelope.

Fire Marshal
HIDALGO CNTY FIRE MARSHAL
1903 N Knights Dr
Pharr, TX 78577

RECEIVED
JUN 06 2017
Hidalgo County
Fire Marshal's Office

**Please reply by 04/28/17**

## 1. New member information

If preprinted information is incorrect, please make corrections below.

Fire Marshal
HIDALGO CNTY FIRE MARSHAL
1903 N Knights Dr
Pharr, TX 78577

Name
Job Title
Company Name
Address
Address
City State Zip
Email
Phone Fax

## 2. Membership Term (check one)

☑ **1 year: $14.58/MONTH** ($175 billed annually) — Annual membership dues include a $45.00 subscription to *NFPA Journal*®.

***Save more by choosing multi-year rates!*** (Billed annually)

☐ **2 years:** $13.13/month ($315 total) ☐ **3 years:** $12.36/month ($445 total)

Prices valid through 12/31/17.

## 3. BILLING (check one)

☐ **Payment Enclosed** (Make check payable to NFPA) ☐ **Bill Me Later** ☐ **Purchase Order** (Please attach this form to your P.O.)

☐ **Or charge my:** ☐ **American Express®** ☐ **Discover®** ☐ **MasterCard®** ☐ **VISA®**

Card Number Exp. Date (Mo/Yr) /

Signature X

## BENEFITS OF MEMBERSHIP

| | |
|---|---|
| **One-on-one help with your technical standards questions** | **INCLUDED!** |
| **Monthly video presentations on codes and standards topics** | **INCLUDED!** |
| ***NFPA Journal*®— Official Member magazine** | **INCLUDED!** |
| **Section Membership in your area of expertise** | **INCLUDED!** |
| **10% discount on all NFPA products and services** | **INCLUDED!** |
| **Exclusive access to the 'Members Only' section of NFPA Xchange™** | **INCLUDED!** |
| **Membership card, pin, and decal** | **INCLUDED!** |
| **Voting rights*** | **INCLUDED!** |

Regular membership in NFPA is individual and non-transferable

*Voting privileges begin after 180 days of membership

Dues amount subject to change

**Return in the postage-paid envelope or go online: nfpa.org/Join**

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NFPA-REE-FO317

**TO THE COUNTY AUDITOR**
**AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES**
**TO ASSOCIATIONS OTHER THAN THE TEXAS ASSOCIATION OF COUNTIES**

**THE STATE OF TEXAS**
**COUNTY OF HIDALGO**

I, Homero Garza, do hereby state that membership in the National Fire Protection Association (NFPA) and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

☒ To obtain statutorily required continuing professional education.
☒ To obtain continuing education necessary to maintain a license or certification.
☒ To access the association or organization's programs, services, and activities in order to strengthen professional skills and keep up-to-date on developments related to the Department's primary business activities:

- Publications
- Periodicals
- Training
- Annual Conference
- Award Programs
- Representation
- Technical Inquiry Services

**FOR STATEWIDE ASSOCIATIONS ONLY**

I further state that National Fire Protection Association (NFPA) is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: _____ DATE: 4/6/2017
TITLE: Fire Marshal

Before me Sulema Cavazos, a Notary Public, appeared Homero Garza, and on his oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

SULEMA CAVAZOS
My Notary ID # 129263278
Expires April 17, 2021

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT: LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES: GC § 305.026

**COUNTY AUDITOR'S FORM: RE-CA-041B**
**REVISED: 12-2012**

**AI-60083** **Membership Dues/Certifications** **9. E.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted For:** Ramiro Sendejo, DISTRICT ATTORNEY

**Submitted By:** Ramiro Sendejo, DISTRICT ATTORNEY

**Department:** DISTRICT ATTORNEY

---

## Information

**CAPTION**

District Attorney (1100):
Requesting approval to pay 2017 membership dues for the Texas District & County Attorneys Association (TDCAA) for the following District Attorney's Office employees: Marian Sue Swanberg & Robert Patrick Moore, in the total amount of $120.00 (Requisition #343684), with authority for County Treasurer to issue check after review, audit and procedures are completed by County Auditor.

**BACKGROUND**

The DA's Office is invoiced throughout the year (2017) for each employee that attends a TDCAA seminar. Upon attendance to a TDCAA seminar/training, a portion of the cost of meals and lodging are reimbursed to the County by TDCAA. Reimbursements amounts are set by the TDCAA depending on the training course/seminar.

---

## Fiscal Impact

**CALENDAR YEAR:** 2017 **ACCT. #:** 7-1100-412-00-080-002-0-810

**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Funds available as of 06/02/2017.

---

## Attachments

INVOICES
AFFIDAVITS

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/02/2017 09:45 AM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |
| Form Started By: Ramiro Sendejo | | Started On: 06/01/2017 11:20 AM |
| Final Approval Date: 06/09/2017 | | |

| INVOICE # | 121573 |
|---|---|
| Registered By: Ramiro Sendejo (ramiro.sendejo@da.co.hidalgo.tx.us) | |
| | Invoice Amount $60.00 |
| Invoice Date 6/1/2017 | Amount Paid $0.00 |
| | Amount Due $60.00 |

TDCAA
Texas District & County Attorneys Association

505 W. 12th St., Ste 100 • Austin, TX 78701 • 512-474-2436

# Membership Dues Invoice

## Member Information:

| | |
|---|---|
| Personal ID: | 25840 |
| Title: | Ms. |
| First Name: | Marian |
| Middle: | Sue |
| Call Name: | Marian |
| Last Name: | Swanberg |
| Suffix: | |
| Position: | Asst. Criminal District Attorney |
| Employer: | Hidalgo County - CDA |
| Office Address 1: | 100 E. Cano St. |
| Office Address 2: | |
| Office City: | Edinburg |
| Office State: | TX |
| Office Zip: | 78539 |
| Office Phone: | 956.292.7600 |
| Office Fax: | 956.318.2078 |
| BAR Number: | 24044298 |
| PID Number: | |

Membership Expiration Date: 7/1/2017

## Membership Dues:

REGULAR MEMBERSHIP - Open to full time employees of Texas county prosecutors' offices.
ASSOCIATE MEMBERSHIP - Open to anyone who wishes to become a member of TDCAA.
(This category includes General and Law Student only)
Your membership level is below:

-Assistant prosecutor $60.00

## Payment Options:

TDCAA Membership dues are payable by check or credit card.

If you are paying by check, please make the check payable to TDCAA and send the payment to:

The Texas District and County Attorneys Association
Attn: Kaylene Braden
505 West 12th Street, Ste. 100
Austin, TX 78701

**Please include a copy of the invoice with the check.**

If you would like to pay your dues by credit card, please email Kaylene Braden at kaylene.braden@tdcaa.com.

Payment Method: Payment by Check

| INVOICE # | 121571 | |
|---|---|---|
| Registered By: | Ramiro Sendejo (ramiro.sendejo@da.co.hidalgo.tx.us) | |
| | Invoice Amount | $60.00 |
| Invoice Date 6/1/2017 | Amount Paid | $0.00 |
| | Amount Due | $60.00 |

TDCAA
Texas District & County Attorneys Association
505 W. 12th St., Ste 100 • Austin, TX 78701 • 512-474-2436

# Membership Dues Invoice

## Member Information:

| | |
|---|---|
| Personal ID: | 108217 |
| Title: | Mr. |
| First Name: | Robert |
| Middle: | Patrick |
| Call Name: | Robert |
| Last Name: | Moore |
| Suffix: | |
| Position: | Asst. Criminal District Attorney |
| Employer: | Hidalgo County - CDA |
| Office Address 1: | 100 E. Cano St. |
| Office Address 2: | |
| Office City: | Edinburg |
| Office State: | TX |
| Office Zip: | 78539 |
| Office Phone: | 956.292.7600 |
| Office Fax: | 956.318.2078 |
| BAR Number: | 24102240 |
| PID Number: | |

Membership Expiration Date: 7/1/2017

## Membership Dues:

REGULAR MEMBERSHIP - Open to full time employees of Texas county prosecutors' offices.
ASSOCIATE MEMBERSHIP - Open to anyone who wishes to become a member of TDCAA.
(This category includes General and Law Student only)
Your membership level is below:

-Assistant prosecutor $60.00

## Payment Options:

TDCAA Membership dues are payable by check or credit card.

If you are paying by check, please make the check payable to TDCAA and send the payment to:

The Texas District and County Attorneys Association
Attn: Kaylene Braden
505 West 12th Street, Ste. 100
Austin, TX 78701

**Please include a copy of the invoice with the check.**

If you would like to pay your dues by credit card, please email Kaylene Braden at kaylene.braden@tdcaa.com.

Payment Method: Payment by Check

## TO THE COUNTY AUDITOR
## AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES
## TO ASSOCIATIONS OTHER THAN THE TEXAS ASSOCIATION OF COUNTIES

**THE STATE OF TEXAS**
**COUNTY OF HIDALGO**

I, Marian Sue Swanberg, do hereby state that membership in the Texas District and County Attorneys Association, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

- ☑ To obtain statutorily required continuing professional education.
- ☑ To obtain continuing education necessary to maintain a license or certification.
- ☑ To access the association or organization's programs, services, and activities in order to strengthen professional skills and keep up-to-date on developments related to the Department's primary business activities:
  - Publications
  - Periodicals
  - Training
  - Annual Conference
  - Award Programs
  - Representation
  - Technical Inquiry Services

**FOR STATEWIDE ASSOCIATIONS ONLY**

I further state that NOT APPLICABLE is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: Marian Sue Swanberg DATE: 6/1/2017
TITLE: Asst.Criminal District Attorney

Before me Obdett Calzada, a Notary Public, appeared Marian Sue Swanberg and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL)

Obdett Z. Calzada
Notary ID:125947280
My Commission Expires:
November 17, 2019

Obdett Calzada
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT: LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES: GC § 305.026

COUNTY AUDITOR'S FORM: RE-CA-041B
REVISED: 12-2012

**TO THE COUNTY AUDITOR**
**AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES**
**TO ASSOCIATIONS OTHER THAN THE TEXAS ASSOCIATION OF COUNTIES**

**THE STATE OF TEXAS**
**COUNTY OF HIDALGO**

I, Robert Patrick Moore, do hereby state that membership in the Texas District and County Attorneys Association, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

- ☑ To obtain statutorily required continuing professional education.
- ☑ To obtain continuing education necessary to maintain a license or certification.
- ☑ To access the association or organization's programs, services, and activities in order to strengthen professional skills and keep up-to-date on developments related to the Department's primary business activities:
  - Publications
  - Periodicals
  - Training
  - Annual Conference
  - Award Programs
  - Representation
  - Technical Inquiry Services

**FOR STATEWIDE ASSOCIATIONS ONLY**

I further state that NOT APPLICABLE is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: _____ DATE: 6/2/17
TITLE: Asst.Criminal District Attorney

Before me Obdett Calzada, a Notary Public, appeared Robert Patrick Moore, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL) Obdett Z. Calzada
Notary ID:125947280
My Commission Expires:
November 17, 2019

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT: LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES: GC § 305.026

COUNTY AUDITOR'S FORM: RE-CA-041B
REVISED: 12-2012

**AI-60087** **Budget and Management** **10. A.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted By:** Alfredo Esparza, BUDGET & MANAGEMENT

**Department:** BUDGET & MANAGEMENT

## Information

**CAPTION**

Report and approval of emergency transfers for the period of May 1, 2017 through May 31, 2017.

**BACKGROUND**

## Fiscal Impact

## Attachments

May 2017 ET Report

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/01/2017 01:09 PM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |

Form Started By: Alfredo Esparza Started On: 06/01/2017 12:46 PM

Final Approval Date: 06/09/2017

# Hidalgo County Non-Agenda Transfers
## from May 1, 2017 to May 31, 2017

| Date | JE # | Amount | Department | Reason |
|---|---|---|---|---|
| 05/01/17 | 17010 | $ 22,433.55 | Pct. 4 Rio Grande Care | Emergency transfer needed to fund negative balances. |
| 05/01/17 | 17011 | $ 150.00 | CW Mech Shop(R&B) | Emergency transfer needed to fund negative balances. |
| 05/01/17 | 17012 | $ 9,971.06 | Pct. 4 Rio Grande Care | Emergency transfer needed to fund negative balances. |
| 05/01/17 | 17009 | $ (7,082.26) | Various Department | Tranfer is needed to fund the negative balance on various accounts |
| 05/02/17 | 171475 | $ (5,000.00) | Pct. 1 Adm | To fund upcoming travel expenditures for Pct. 1 administrative staff (David Suarez, Amy Saenz-Smith, Saul Garcia, Enrique Medrano and Lupe Rangel). Staff will be attending the 2017 Texas Public Works Association (TWPA) annual conference to be held in San Antonio, TX from 6-14-17 to 6-16-17. |
| 05/02/17 | 171476 | $ 30.00 | Budget | Transfer needed to fund purchase order reclassification (PO #755839). |
| 05/05/17 | 171543 | $ (36,986.37) | Pct. 3 Sanitation | To fund negative balance due to PO rollovers in relation to engineering services for the Penitas landfill project. Refer to PO #739507 for Hinojosa Engineering & PO #604209 for Cook-Joyce, Inc. |
| 05/05/17 | 171544 | $ 888.69 | Const. Pct. 1 | Transfer needed for Deputy to attend K9 training May 21, 2017. |
| 05/08/17 | 171546 | $ 4,782.40 | Pct. 2 Nolana LP (C Chvz-Alamo Rd) | Transfer is needed to move fundingitno correct object code for striping of road project and avoid any delay in the completion of the project. |
| 05/08/17 | 171545 | $ (200.00) | Bail Bond Board | Transfer needed to fund new object codes needed for this account. |
| 05/15/17 | 171618 | $ 85.52 | CCL#1 | Transfer is needed to cover expenses for the copier lease. |
| 05/16/17 | 171697 | $ 3,496.63 | Pct.4 Rd. Maint | Transfer needed to fund account through year end |
| 05/16/17 | 171696 | $ (55,320.27) | Pct. 4 Drain Imprv Prj | Transfer needed to fund pay periods 11-14 for Pct. 4 Drainage. |
| 05/16/17 | 171695 | $ 12,463.29 | Pct. 4 Drain Imprv Prj | Transfer needed to fund pay periods 11-14. |
| 05/18/17 | 171707 | $ 57,710.00 | Pct. 4 TxDOT - N Alamo Rd (FM1925-1/2 Mile N) | Transfer needed to submit payment on parcel No. 1 for Project Highway: Alamo Rd. North Limits: from FM 1925 to 0.5 Miles North. |
| 05/18/17 | 171708 | $ (4,483.71) | Facilities Management | Transfer needed to move funding into Morgue Acct. for liquidated PO #757008 at the request of the Auditor's Office. A new PO will be opened under the Morgue acct. for services to remove non-functioning HVAC control unit & replace with the new unit at the County Morgue Bldg. |
| 05/19/17 | 171743 | $ 24.00 | Master Court | Transfer needed for payment of water cooler rental. |
| 05/19/17 | 171742 | $ 100.00 | Nuisance Abatement Prg. | Transfer is needed to properly allocate funds for PO #758086. |
| 05/19/17 | 171744 | $ 2,000.00 | Pct. 2 Rd. Maint. | Emergency transfer to move funding to equipment rental. |
| 05/31/17 | 171890 | $ (5,000.00) | Nuisance Abatement Prg. | Transfer is needed to fund future operating expenses of the Nuisance Abatement Prg. |
| 05/31/17 | 171895 | $ (37,000.00) | Co. Wide Adm | Transfer is needed to fund AI-59868 interlocal agreement for a tire abatement project with the LRGVDC. |

**AI-59965** **Budget and Management** **10. B.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted For:** Sergio Cruz, BUDGET & MANAGEMENT

**Submitted By:** Angelica M. Tapia, BUDGET & MANAGEMENT

**Department:** BUDGET & MANAGEMENT

## Information

**CAPTION**

Self-Insured (2202):
Requesting approval of reimbursement of the Hidalgo County Workers' Comp. Claims paying account for claims paid by Tristar Risk Management for the period of May 16-31, 2017 in the amount of $50,603.52 and requesting approval of wire transfer.

**BACKGROUND**

## Fiscal Impact

**CALENDAR YEAR:** 2017 **ACCT. #:** 7-2202-419-50-115-06X-0-820

**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Funding available as of 06/06/2017.

## Attachments

INVOICE
BY ORGANIZATION
CERTIFICATION

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/06/2017 02:12 PM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |

Form Started By: Angelica M. Tapia Started On: 05/23/2017 03:23 PM
Final Approval Date: 06/09/2017

**Tristar Risk Management**
**100 Oceangate Snite #700**
**Long Beach, CA 90802**
**(562) 495-6600**
**TIN: 95-2791831**

June 1, 2017

Hidalgo County Workers Compensation Fund
2818 S. Bus Hwy. 281
Edinburg, TX 78539
Flora Vasquez
Director of Risk Management

L HIDAL.WC1
Invoice Number: 101258

Loss Replenishment

Re: Workers Compensation

| | |
|---|---|
| Tristar Risk Management hereby certifies that the attached billings for Losses Paid 5/16-5/31/17 (Check#527423-527520) are in accordance with our contract with Hidalgo County Exhibit A, dated July 1st | 50,603.52 |
| TOTAL CURRENT CHARGES | $ 50,603.52 |
| Previous Balance Due | $103,947.96 |

Payments and Credits

| | | |
|---|---|---|
| 05/19/17 | Payment received - thank you | 55,571.85CR |
| 06/01/17 | Payment received - thank you | 48,376.11CR |
| | Total Payments and Credits | $103,947.96CR |
| | Total Balance Due | $ 50,603.52 |

Due Upon Receipt

If you have any questions or need wire instructions, please call:
(562) 495-6600 ext 1041 to speak with Jessica Herrera or ext 1048 to speak with Annette Rivas

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# Custom Payment Total



Hildalgo County WC losses paid 5/16-5/31/17

| Processed | Check Date | Chk/Vchr # | Claim Number | Claimant | Incident | Transaction Type | Payee | Dates of Service | Method | Amount |
|---|---|---|---|---|---|---|---|---|---|---|
| **Alternate Organization 1 :** Headstart | | | | | | | | | | |
| | | | | | **Alternate Organization 1 Total:** | 20 | | | | 3,939.03 |
| **Alternate Organization 1 :** Hidalgo County | | | | | | | | | | |
| | | | | | **Alternate Organization 1 Total:** | 172 | | | | 46,664.49 |
| | | | | | **Grand Total:** | 192 | | | | 50,603.52 |

HIDALGO COUNTY DEPT. OF BUDGET & MANAGEMENT/EMPLOYEE BENEFITS DIVISION
CERTIFICATION OF WORKERS' COMP CLAIMS PAID BY TRISTAR RISK MANAGEMENT
FOR THE PERIOD OF: May 16-31, 2017

Hidalgo County's Self-Funded Workers' Compensation, Third Party Administrator (TPA) TRISTAR RISK MANAGEMENT has submitted to my office a request to reimburse the County's Claims Paying account in the amount of $ 50,603.52 .

TRISTAR is certifying to my office that it has paid Workers' Compensation Claims on behalf of injured employees:

Losses Paid for Period: 05/16-31/17

(Check #527423-527520)

| | | |
|---|---|---|
| 1). | Hidalgo County | $ 46,664.49 |
| 2). | Hidalgo County Head Start Program | $ 3,939.03 |
| 3). | Community Service Agency | $ - |
| 4). | Drainage District No. 1 | $ - |
| | TOTAL: | $ 50,603.52 |

Total Reimbursement requested by TRISTAR RISK MANAGEMENT:
Hidalgo County Department of Budget & Management/Employee Benefits Division is requesting approval of this payment on the Commissioner's Court Agenda of June 13, 2017 .

Initial amount advanced by Commissioners' Court to TRISTAR RISK MANAGEMENT to pay claims: $ 150,000.00

Balance left in the Hidalgo County Workers' Compensation Fund at Citizens Business Bank (estimate) $ 99,396.48

I hereby approve this reimbursement and certify that I and/or my staff have reviewed each claim included on the attached check register and to the best of my knowledge ensure that:

* All the claimants are in fact employees of Hidalgo County, Hidalgo County Head Start Program, Community Service Agency and Drainage District No. 1.
* All fees to vendors are appropriate for the type of service provided.
* All fees paid to Hidalgo County for salary continuation were in fact received by Hidalgo County, and have been received by my department and deposited with the Hidalgo County Treasurer's Office and credited to the corresponding salary account. I have forwarded a copy of the Treasurer's receipts for each check shown as issued to Hidalgo County.
* All types of expenditures reflected on this claim report are appropriate for the Hidalgo County Workers' Compensation Fund (Escrow Fund).
* The Office of the County Auditor will receive a copy of the monthly bank statement for the Hidalgo County Workers' Compensation Bank Account (held at Citizens Business Bank in California) no later than the 10th day of the following month.

Dora Vazquez — Employee Benefits Director — 06/06/2017 — Date

Budget Officer — 6/6/17 — Date

Commissioners' Court Approval — Date

**AI-59967** **Budget and Management** **10. C.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted For:** Sergio Cruz, BUDGET & MANAGEMENT

**Submitted By:** Angelica M. Tapia, BUDGET & MANAGEMENT

**Department:** BUDGET & MANAGEMENT

## Information

**CAPTION**

1. Approval of reimbursement in the amount of $9,530.56 to Blue Cross Blue Shield Insurance Company for claims paid on behalf of Hidalgo County from 05/20/17 to 06/02/17.

| | |
|---|---|
| 05/20-26/17 | $6,082.16 |
| 05/27-31/17 | $1,741.09 |
| 06/01-02/17 | $1,707.31 |
| TOTAL | $9,530.56 |

2. Approval of wire transfer to cover claims paid.

**BACKGROUND**

## Fiscal Impact

**CALENDAR YEAR:** 2017 **ACCT. #:** 7-2201-415-00-115-0XX-0-820

**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Funds available as of 06/06/2017.

## Attachments

Invoices

BCBS 5/20-26/17

BCBS 5/27-31/17

BCBS 6/1-2/17

Certification

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/06/2017 02:12 PM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |

Form Started By: Angelica M. Tapia Started On: 05/23/2017 03:23 PM

Final Approval Date: 06/09/2017

BlueCross BlueShield of Texas

**Invoices - Invoice Details**

**BARS Number:** TX433010006 - HIDALGO COUNTY
**Invoice Period:** 05/20/2017 - 05/26/2017 Process Date: 05/26/2017

**Invoice Detail**

Invoice Detail summarizes claims activity by association.

**Claim Period:** 05/20/2017 - 05/26/2017

| Cust Nbr | Set Nbr | ASC Nbr | Association Name | Total Claims Month To Date | Total Claims Week To Date | Drug Claims | Dental Claims | All Claims But Drug, Dental | Claim Count |
|---|---|---|---|---|---|---|---|---|---|
| TX433 | 01 | 001 | HIDALGO COUNTY | $16,489.99 | $5,598.02 | $0.00 | $0.00 | $5,598.02 | 29 |
| TX433 | 01 | 002 | HEAD START | $3,743.67 | $254.63 | $0.00 | $0.00 | $254.63 | 3 |
| TX433 | 01 | 003 | APPRAISAL DISTRICT | $923.74 | $0.00 | $0.00 | $0.00 | $0.00 | 0 |
| TX433 | 01 | 004 | COMMUNITY SERVICE | $184.27 | $0.00 | $0.00 | $0.00 | $0.00 | 0 |
| TX433 | 01 | 005 | DRAINAGE DISTRICT | $333.52 | $229.51 | $0.00 | $0.00 | $229.51 | 7 |
| TX433 | 01 | 006 | RETIREES | ($38.99) | $0.00 | $0.00 | $0.00 | $0.00 | 0 |
| TX433 | 01 | 007 | COBRA | $70.00 | $0.00 | $0.00 | $0.00 | $0.00 | 0 |
| | | | **Customer Total Claims** | $21,706.20 | $6,082.16 | $0.00 | $0.00 | $6,082.16 | 39 |
| | | | **Customer Grand Total** | $21,706.20 | $6,082.16 | $0.00 | $0.00 | $6,082.16 | 39 |

BlueCross BlueShield of Texas

**Invoices - Invoice Details**

**BARS Number:** TX433010006 - HIDALGO COUNTY
**Invoice Period:** 05/27/2017 - 06/02/2017 Process Date: 06/02/2017

**Invoice Detail**

Invoice Detail summarizes claims activity by association.

**Claim Period:** 05/27/2017 - 05/31/2017

| Cust Nbr | Set Nbr | ASC Nbr | Association Name | Total Claims Month To Date | Total Claims Week To Date | Drug Claims | Dental Claims | All Claims But Drug, Dental | Claim Count |
|---|---|---|---|---|---|---|---|---|---|
| TX433 | 01 | 001 | HIDALGO COUNTY | $16,740.81 | $250.82 | $0.00 | $0.00 | $250.82 | 6 |
| TX433 | 01 | 002 | HEAD START | $4,237.86 | $494.19 | $0.00 | $0.00 | $494.19 | 2 |
| TX433 | 01 | 003 | APPRAISAL DISTRICT | $1,145.80 | $222.06 | $0.00 | $0.00 | $222.06 | 1 |
| TX433 | 01 | 004 | COMMUNITY SERVICE | $184.27 | $0.00 | $0.00 | $0.00 | $0.00 | 0 |
| TX433 | 01 | 005 | DRAINAGE DISTRICT | $333.52 | $0.00 | $0.00 | $0.00 | $0.00 | 0 |
| TX433 | 01 | 006 | RETIREES | ($38.99) | $0.00 | $0.00 | $0.00 | $0.00 | 0 |
| TX433 | 01 | 007 | COBRA | $844.02 | $774.02 | $0.00 | $0.00 | $774.02 | 1 |
| | | | **Customer Total Claims** | $23,447.29 | $1,741.09 | $0.00 | $0.00 | $1,741.09 | 10 |
| | | | **Customer Grand Total** | $23,447.29 | $1,741.09 | $0.00 | $0.00 | $1,741.09 | 10 |

BlueCross BlueShield of Texas

**Invoices - Invoice Details**

**BARS Number:** TX433010006 - HIDALGO COUNTY
**Invoice Period:** 05/27/2017 - 06/02/2017 Process Date: 06/02/2017

**Invoice Detail**

Invoice Detail summarizes claims activity by association.

**Claim Period:** 06/01/2017 - 06/02/2017

| Cust Nbr | Set Nbr | ASC Nbr | Association Name | Total Claims Month To Date | Total Claims Week To Date | Drug Claims | Dental Claims | All Claims But Drug, Dental | Claim Count |
|---|---|---|---|---|---|---|---|---|---|
| TX433 | 01 | 001 | HIDALGO COUNTY | $820.82 | $820.82 | $0.00 | $0.00 | $820.82 | 34 |
| TX433 | 01 | 002 | HEAD START | $202.72 | $202.72 | $0.00 | $0.00 | $202.72 | 3 |
| TX433 | 01 | 003 | APPRAISAL DISTRICT | $649.55 | $649.55 | $0.00 | $0.00 | $649.55 | 1 |
| TX433 | 01 | 005 | DRAINAGE DISTRICT | $32.14 | $32.14 | $0.00 | $0.00 | $32.14 | 1 |
| TX433 | 01 | 006 | RETIREES | $2.08 | $2.08 | $0.00 | $0.00 | $2.08 | 1 |
| | | | **Customer Total Claims** | $1,707.31 | $1,707.31 | $0.00 | $0.00 | $1,707.31 | 40 |
| | | | **Customer Grand Total** | $1,707.31 | $1,707.31 | $0.00 | $0.00 | $1,707.31 | 40 |



**Group # 021185** **HIDALGO COUNTY**
**Settlement ID:** **TX433010006**
**Processed Date**
**Period** **05/20/2017 to 05/26/2017**

| SECTION | | | |
|---|---|---|---|
| 0001-0011 | HIDALGO COUNTY | $ | 5,598.02 |
| 0002-0012 | HEAD START | $ | 254.63 |
| 0003-0013 | APPRAISAL DISTRICT | $ | - |
| 0004-0014 | COMMUNITY SERVICE AGENCY | $ | - |
| 0005-0015 | DRAINAGE DISTRICT NO.1 | $ | 229.51 |
| 0006-0016 | RETIREES | $ | - |
| 9001-9002 | COBRA | $ | - |
| | STOP LOSS | $ | - |
| | TOTAL | $ | 6,082.16 |

| Account | Corporate Entity | Invoice Profile | Invoice Number | InvcPerFrDt | InvcPerToDt | ClmPerFrDt | ClmPerToDt | BARS CustNbr | Settlement Nbr | Association Nbr | Group Nbr | Section Nbr | Group Name | Coverage | Claim Type | Member ID | Provider ID | Document Control | Tier | Service Date | Gross Amt | Net Amt | Fee Percent | Fee Amt | Case Nbr |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 21185 | TX1 | 618139 | 698815 | 5/20/2017 | 5/26/2017 | 5/20/2017 | 5/26/2017 | TX433 | 1 | 1 | 21185 | 1 | HIDALGO COUNTY | Blue Cross | Basic Coverage | 840548364 | 1215129168 | 000020170975914V690X | Family Member | 4/14/2016 | $ 20.24 | $ 20.24 | 0% | $0.00 | |
| 21185 | TX1 | 618139 | 698815 | 5/20/2017 | 5/26/2017 | 5/20/2017 | 5/26/2017 | TX433 | 1 | 1 | 21185 | 1 | HIDALGO COUNTY | Blue Cross | Basic Coverage | 842711216 | 1932124849 | 000020171375OP03390X | Family Member | 11/21/2016 | $ 290.40 | $ 290.40 | 0% | $0.00 | |
| 21185 | TX1 | 618139 | 698815 | 5/20/2017 | 5/26/2017 | 5/20/2017 | 5/26/2017 | TX433 | 1 | 1 | 21185 | 1 | HIDALGO COUNTY | Blue Cross | Basic Coverage | 837197206 | 1053317362 | 000020162675O101L40X | Family Member | 9/20/2016 | $ 279.38 | $ 279.38 | 0% | $0.00 | |
| 21185 | TX1 | 618139 | 698815 | 5/20/2017 | 5/26/2017 | 5/20/2017 | 5/26/2017 | TX433 | 1 | 1 | 21185 | 1 | HIDALGO COUNTY | Blue Shield | Basic Coverage | 836117245 | 1356361976 | 000020171465OB35560X | Family Subscriber | 9/20/2016 | $ 29.20 | $ 29.20 | 0% | $0.00 | |
| 21185 | TX1 | 618139 | 698815 | 5/20/2017 | 5/26/2017 | 5/20/2017 | 5/26/2017 | TX433 | 1 | 1 | 21185 | 1 | HIDALGO COUNTY | Blue Shield | Basic Coverage | 836117245 | 1356361976 | 000020171465OB35560X | Family Subscriber | 9/20/2016 | $ 0.06 | $ 0.06 | 0% | $0.00 | |
| 21185 | TX1 | 618139 | 698815 | 5/20/2017 | 5/26/2017 | 5/20/2017 | 5/26/2017 | TX433 | 1 | 1 | 21185 | 1 | HIDALGO COUNTY | Blue Shield | Basic Coverage | 832992656 | 1780600510 | 000020171125O496A90X | Single | 9/14/2016 | $ 7.27 | $ 7.27 | 0% | $0.00 | |
| 21185 | TX1 | 618139 | 698815 | 5/20/2017 | 5/26/2017 | 5/20/2017 | 5/26/2017 | TX433 | 1 | 1 | 21185 | 1 | HIDALGO COUNTY | Blue Shield | Basic Coverage | 832992656 | 1780600510 | 000020171125O496A90X | Single | 9/14/2016 | $ 32.24 | $ 32.24 | 0% | $0.00 | |
| 21185 | TX1 | 618139 | 698815 | 5/20/2017 | 5/26/2017 | 5/20/2017 | 5/26/2017 | TX433 | 1 | 1 | 21185 | 1 | HIDALGO COUNTY | Blue Shield | Basic Coverage | 832992656 | 1780600510 | 000020171125O496A90X | Single | 9/14/2016 | $ 5.39 | $ 5.39 | 0% | $0.00 | |
| 21185 | TX1 | 618139 | 698815 | 5/20/2017 | 5/26/2017 | 5/20/2017 | 5/26/2017 | TX433 | 1 | 1 | 21185 | 1 | HIDALGO COUNTY | Blue Shield | Basic Coverage | 832992656 | 1780600510 | 000020171125O496A90X | Single | 9/14/2016 | $ 10.02 | $ 10.02 | 0% | $0.00 | |
| 21185 | TX1 | 618139 | 698815 | 5/20/2017 | 5/26/2017 | 5/20/2017 | 5/26/2017 | TX433 | 1 | 1 | 21185 | 1 | HIDALGO COUNTY | Blue Shield | Basic Coverage | 832992656 | 1780600510 | 000020171125O496A90X | Single | 9/14/2016 | $ 4.17 | $ 4.17 | 0% | $0.00 | |
| 21185 | TX1 | 618139 | 698815 | 5/20/2017 | 5/26/2017 | 5/20/2017 | 5/26/2017 | TX433 | 1 | 1 | 21185 | 1 | HIDALGO COUNTY | Blue Shield | Basic Coverage | 832992656 | 1780600510 | 000020171125O496A90X | Single | 9/14/2016 | $ 3.87 | $ 3.87 | 0% | $0.00 | |
| 21185 | TX1 | 618139 | 698815 | 5/20/2017 | 5/26/2017 | 5/20/2017 | 5/26/2017 | TX433 | 1 | 1 | 21185 | 1 | HIDALGO COUNTY | Blue Shield | Basic Coverage | 832992656 | 1780600510 | 000020171125O496A90X | Single | 9/14/2016 | $ 5.14 | $ 5.14 | 0% | $0.00 | |
| 21185 | TX1 | 618139 | 698815 | 5/20/2017 | 5/26/2017 | 5/20/2017 | 5/26/2017 | TX433 | 1 | 1 | 21185 | 1 | HIDALGO COUNTY | Blue Shield | Basic Coverage | 841507457 | 1295789782 | 00002017144502U9170X | Family Member | 9/26/2016 | $ 22.10 | $ 22.10 | 0% | $0.00 | |
| 21185 | TX1 | 618139 | 698815 | 5/20/2017 | 5/26/2017 | 5/20/2017 | 5/26/2017 | TX433 | 1 | 1 | 21185 | 1 | HIDALGO COUNTY | Blue Shield | Basic Coverage | 842740918 | 1629035423 | 000020171425022G360X | Family Member | 12/6/2016 | $ 28.82 | $ 28.82 | 0% | $0.00 | |
| 21185 | TX1 | 618139 | 698815 | 5/20/2017 | 5/26/2017 | 5/20/2017 | 5/26/2017 | TX433 | 1 | 1 | 21185 | 1 | HIDALGO COUNTY | Blue Shield | Basic Coverage | 842740918 | 1629035423 | 000020171425022G360X | Family Member | 12/6/2016 | $ 26.32 | $ 26.32 | 0% | $0.00 | |
| 21185 | TX1 | 618139 | 698815 | 5/20/2017 | 5/26/2017 | 5/20/2017 | 5/26/2017 | TX433 | 1 | 1 | 21185 | 1 | HIDALGO COUNTY | Blue Shield | Basic Coverage | 842740918 | 1629035423 | 000020171425022G360X | Family Member | 12/6/2016 | $ 10.90 | $ 10.90 | 0% | $0.00 | |
| 21185 | TX1 | 618139 | 698815 | 5/20/2017 | 5/26/2017 | 5/20/2017 | 5/26/2017 | TX433 | 1 | 1 | 21185 | 1 | HIDALGO COUNTY | Blue Shield | Basic Coverage | 842740918 | 1629035423 | 000020171425022G360X | Family Member | 12/6/2016 | $ 2.04 | $ 2.04 | 0% | $0.00 | |
| 21185 | TX1 | 618139 | 698815 | 5/20/2017 | 5/26/2017 | 5/20/2017 | 5/26/2017 | TX433 | 1 | 1 | 21185 | 1 | HIDALGO COUNTY | Blue Shield | Basic Coverage | 842740918 | 1629035423 | 000020171425022G360X | Family Member | 12/6/2016 | $ 3.88 | $ 3.88 | 0% | $0.00 | |
| 21185 | TX1 | 618139 | 698815 | 5/20/2017 | 5/26/2017 | 5/20/2017 | 5/26/2017 | TX433 | 1 | 1 | 21185 | 1 | HIDALGO COUNTY | Blue Shield | Basic Coverage | 842740918 | 1629035423 | 000020171425022G360X | Family Member | 12/6/2016 | $ 7.07 | $ 7.07 | 0% | $0.00 | |
| 21185 | TX1 | 618139 | 698815 | 5/20/2017 | 5/26/2017 | 5/20/2017 | 5/26/2017 | TX433 | 1 | 1 | 21185 | 1 | HIDALGO COUNTY | Blue Shield | Basic Coverage | 842740918 | 1629035423 | 000020171425022G360X | Family Member | 12/6/2016 | $ 4.70 | $ 4.70 | 0% | $0.00 | |
| 21185 | TX1 | 618139 | 698815 | 5/20/2017 | 5/26/2017 | 5/20/2017 | 5/26/2017 | TX433 | 1 | 1 | 21185 | 1 | HIDALGO COUNTY | Blue Shield | Basic Coverage | 840185336 | 1902860562 | 000020171465OL20070X | Family Member | 11/4/2016 | $ 16.35 | $ 16.35 | 0% | $0.00 | |
| 21185 | TX1 | 618139 | 698815 | 5/20/2017 | 5/26/2017 | 5/20/2017 | 5/26/2017 | TX433 | 1 | 1 | 21185 | 1 | HIDALGO COUNTY | Blue Shield | Basic Coverage | 840185336 | 1902860562 | 000020171465OL20070X | Family Member | 11/4/2016 | $ 15.07 | $ 15.07 | 0% | $0.00 | |
| 21185 | TX1 | 618139 | 698815 | 5/20/2017 | 5/26/2017 | 5/20/2017 | 5/26/2017 | TX433 | 1 | 1 | 21185 | 1 | HIDALGO COUNTY | Blue Shield | Basic Coverage | 833480341 | 1467473033 | 000020171445071A930X | Family Member | 10/18/2016 | $ 1,277.46 | $ 1,277.46 | 0% | $0.00 | |
| | | | | | | | | | | | | | | | | | | | **BASIC PLAN:** | | **$ 2,102.09** | **$ 2,102.09** | | | |
| 21185 | TX1 | 618139 | 698815 | 5/20/2017 | 5/26/2017 | 5/20/2017 | 5/26/2017 | TX433 | 1 | 1 | 21185 | 11 | HIDALGO COUNTY | Blue Cross | Basic Coverage | 841692795 | 1255332961 | 000020170115038H000X | Family Member | 12/10/2016 | $ (1,755.00) | $ (1,755.00) | 0% | $0.00 | |
| 21185 | TX1 | 618139 | 698815 | 5/20/2017 | 5/26/2017 | 5/20/2017 | 5/26/2017 | TX433 | 1 | 1 | 21185 | 11 | HIDALGO COUNTY | Blue Cross | Basic Coverage | 841692795 | 1255332961 | 000020170115038H000X | Family Member | 12/10/2016 | $ 2,970.00 | $ 2,970.00 | 0% | $0.00 | |
| 21185 | TX1 | 618139 | 698815 | 5/20/2017 | 5/26/2017 | 5/20/2017 | 5/26/2017 | TX433 | 1 | 1 | 21185 | 11 | HIDALGO COUNTY | Blue Cross | Basic Coverage | 843504441 | 1356308886 | 000020170975930U040X | Family Member | 11/24/2015 | $ 23.98 | $ 23.98 | 0% | $0.00 | |
| 21185 | TX1 | 618139 | 698815 | 5/20/2017 | 5/26/2017 | 5/20/2017 | 5/26/2017 | TX433 | 1 | 1 | 21185 | 11 | HIDALGO COUNTY | Blue Cross | Basic Coverage | 840890718 | 1053317362 | 000020171425O2G8900X | Single | 12/12/2016 | $ 91.01 | $ 91.01 | 0% | $0.00 | |
| 21185 | TX1 | 618139 | 698815 | 5/20/2017 | 5/26/2017 | 5/20/2017 | 5/26/2017 | TX433 | 1 | 1 | 21185 | 11 | HIDALGO COUNTY | Blue Shield | Basic Coverage | 840191678 | 1992010730 | 000020162705O8L6770X | Family Subscriber | 9/22/2016 | $ (141.76) | $ (141.76) | 0% | $0.00 | |
| 21185 | TX1 | 618139 | 698815 | 5/20/2017 | 5/26/2017 | 5/20/2017 | 5/26/2017 | TX433 | 1 | 1 | 21185 | 11 | HIDALGO COUNTY | Blue Shield | Basic Coverage | 840191678 | 1992010730 | 000020162705O8L6770X | Family Subscriber | 9/22/2016 | $ 141.76 | $ 141.76 | 0% | $0.00 | |
| 21185 | TX1 | 618139 | 698815 | 5/20/2017 | 5/26/2017 | 5/20/2017 | 5/26/2017 | TX433 | 1 | 1 | 21185 | 11 | HIDALGO COUNTY | Blue Shield | Basic Coverage | 840191678 | 1992010730 | 000020162705O8L6770X | Family Subscriber | 9/22/2016 | $ (105.15) | $ (105.15) | 0% | $0.00 | |
| 21185 | TX1 | 618139 | 698815 | 5/20/2017 | 5/26/2017 | 5/20/2017 | 5/26/2017 | TX433 | 1 | 1 | 21185 | 11 | HIDALGO COUNTY | Blue Shield | Basic Coverage | 840191678 | 1992010730 | 000020162705O8L6770X | Family Subscriber | 9/22/2016 | $ 105.15 | $ 105.15 | 0% | $0.00 | |
| 21185 | TX1 | 618139 | 698815 | 5/20/2017 | 5/26/2017 | 5/20/2017 | 5/26/2017 | TX433 | 1 | 1 | 21185 | 11 | HIDALGO COUNTY | Blue Shield | Basic Coverage | 838286746 | 1336543636 | 000020171445073A620X | Family Member | 10/29/2016 | $ 2,007.00 | $ 2,007.00 | 0% | $0.00 | |
| 21185 | TX1 | 618139 | 698815 | 5/20/2017 | 5/26/2017 | 5/20/2017 | 5/26/2017 | TX433 | 1 | 1 | 21185 | 11 | HIDALGO COUNTY | Blue Shield | Basic Coverage | 838714261 | 1356361976 | 000020171365057B010X | Family Member | 8/23/2016 | $ 84.71 | $ 84.71 | 0% | $0.00 | |
| 21185 | TX1 | 618139 | 698815 | 5/20/2017 | 5/26/2017 | 5/20/2017 | 5/26/2017 | TX433 | 1 | 1 | 21185 | 11 | HIDALGO COUNTY | Blue Shield | Basic Coverage | 838714261 | 1356361976 | 000020171365057B010X | Family Member | 8/23/2016 | $ 0.24 | $ 0.24 | 0% | $0.00 | |
| 21185 | TX1 | 618139 | 698815 | 5/20/2017 | 5/26/2017 | 5/20/2017 | 5/26/2017 | TX433 | 1 | 1 | 21185 | 11 | HIDALGO COUNTY | Blue Shield | Basic Coverage | 841193503 | 1023288990 | 000020171390301433OC | Family Subscriber | 12/21/2016 | $ 73.99 | $ 73.99 | 0% | $0.00 | |
| | | | | | | | | | | | | | | | | | | | **BUY-UP PLAN:** | | **$ 3,495.93** | **$ 3,495.93** | | | |
| | | | | | | | | | | | | | | | | | | | **TOTAL:** | | **$ 5,598.02** | **$ 5,598.02** | | | |

| Account | Corporate Entity | Invoice Profile | Invoice Number | InvcPerFrDt | InvcPerToDt | ClmPerFrDt | ClmPerToDt | BARS CustNbr | Settlement Nbr | Association Nbr | Group Nbr | Section Nbr | Group Name | Coverage | Claim Type | Member ID | Provider ID | Document Control | Tier | Service Date | Gross Amt | Net Amt | Fee Percent | Fee Amt | Case Nbr |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 21185 | TX1 | 618139 | 698815 | 5/20/2017 | 5/26/2017 | 5/20/2017 | 5/26/2017 | TX433 | 1 | 2 | 21185 | 2 | HIDALGO COUNTY | Blue Cross | Basic Coverage | 820244644 | 1053317362 | 00002017142502G6650X | Single | 11/8/2016 | $ 103.80 | $ 103.80 | 0% | $0.00 | |
| 21185 | TX1 | 618139 | 698815 | 5/20/2017 | 5/26/2017 | 5/20/2017 | 5/26/2017 | TX433 | 1 | 2 | 21185 | 2 | HIDALGO COUNTY | Blue Shield | Basic Coverage | 823862703 | 1245428465 | 0000201714550420U50X | Single | 11/28/2016 | $ 115.82 | $ 115.82 | 0% | $0.00 | |
| 21185 | TX1 | 618139 | 698815 | 5/20/2017 | 5/26/2017 | 5/20/2017 | 5/26/2017 | TX433 | 1 | 2 | 21185 | 2 | HIDALGO COUNTY | Blue Shield | Basic Coverage | 822292959 | 1144251547 | 00002017097504 1W420X | Single | 9/2/2016 | $ 35.01 | $ 35.01 | 0% | $0.00 | |
| | | | | | | | | | | | | | | | | | | | **BASIC PLAN:** | | **$ 254.63** | **$ 254.63** | | | |
| | | | | | | | | | | | | | | | | | | | **TOTAL:** | | **$ 254.63** | **$ 254.63** | | | |

| Account | Corporate Entity | Invoice Profile | Invoice Number | InvcPerFrDt | InvcPerToDt | ClmPerFrDt | ClmPerToDt | BARS CustNbr | Settlement Nbr | Association Nbr | Group Nbr | Section Nbr | Group Name | Coverage | Claim Type | Member ID | Provider ID | Document Control | Tier | Service Date | Gross Amt | Net Amt | Fee Percent | Fee Amt | Case Nbr |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 21185 | TX1 | 618139 | 698815 | 5/20/2017 | 5/26/2017 | 5/20/2017 | 5/26/2017 | TX433 | 1 | 5 | 21185 | 5 | HIDALGO COUNTY | Blue Shield | Basic Coverage | 849996292 | 1558306563 | 00002017139501019K0X | Single | 11/29/2016 | $ 68.99 | $ 68.99 | 0% | $0.00 | |
| 21185 | TX1 | 618139 | 698815 | 5/20/2017 | 5/26/2017 | 5/20/2017 | 5/26/2017 | TX433 | 1 | 5 | 21185 | 5 | HIDALGO COUNTY | Blue Shield | Basic Coverage | 849996292 | 1558306563 | 00002017139501019K0X | Single | 11/29/2016 | $ 58.39 | $ 58.39 | 0% | $0.00 | |
| 21185 | TX1 | 618139 | 698815 | 5/20/2017 | 5/26/2017 | 5/20/2017 | 5/26/2017 | TX433 | 1 | 5 | 21185 | 5 | HIDALGO COUNTY | Blue Shield | Basic Coverage | 849996292 | 1558306563 | 00002017139501019K0X | Single | 11/29/2016 | $ 2.26 | $ 2.26 | 0% | $0.00 | |
| 21185 | TX1 | 618139 | 698815 | 5/20/2017 | 5/26/2017 | 5/20/2017 | 5/26/2017 | TX433 | 1 | 5 | 21185 | 5 | HIDALGO COUNTY | Blue Shield | Basic Coverage | 849996292 | 1558306563 | 00002017139501019K0X | Single | 11/29/2016 | $ 0.60 | $ 0.60 | 0% | $0.00 | |
| 21185 | TX1 | 618139 | 698815 | 5/20/2017 | 5/26/2017 | 5/20/2017 | 5/26/2017 | TX433 | 1 | 5 | 21185 | 5 | HIDALGO COUNTY | Blue Shield | Basic Coverage | 838696558 | 1356361976 | 00002017137509453D0X | Family Subscriber | 8/30/2016 | $ 70.01 | $ 70.01 | 0% | $0.00 | |
| 21185 | TX1 | 618139 | 698815 | 5/20/2017 | 5/26/2017 | 5/20/2017 | 5/26/2017 | TX433 | 1 | 5 | 21185 | 5 | HIDALGO COUNTY | Blue Shield | Basic Coverage | 838696558 | 1356361976 | 00002017137509453D0X | Family Subscriber | 8/30/2016 | $ 29.20 | $ 29.20 | 0% | $0.00 | |
| 21185 | TX1 | 618139 | 698815 | 5/20/2017 | 5/26/2017 | 5/20/2017 | 5/26/2017 | TX433 | 1 | 5 | 21185 | 5 | HIDALGO COUNTY | Blue Shield | Basic Coverage | 838696558 | 1356361976 | 00002017137509453D0X | Family Subscriber | 8/30/2016 | $ 0.06 | $ 0.06 | 0% | $0.00 | |
| | | | | | | | | | | | | | | | | | | | **BASIC PLAN:** | | **$ 229.51** | **$ 229.51** | | | |
| | | | | | | | | | | | | | | | | | | | **TOTAL:** | | **$ 229.51** | **$ 229.51** | | | |

BlueCross BlueShield of Texas

**Group # 021185** **HIDALGO COUNTY**
**Settlement ID:** **TX433010006**
**Processed Date**
**Period** **05/27/2017 to 05/31/2017**

| SECTION | | | |
|---|---|---|---|
| 0001-0011 | HIDALGO COUNTY | $ | 250.82 |
| 0002-0012 | HEAD START | $ | 494.19 |
| 0003-0013 | APPRAISAL DISTRICT | $ | 222.06 |
| 0004-0014 | COMMUNITY SERVICE AGENCY | $ | - |
| 0005-0015 | DRAINAGE DISTRICT NO.1 | $ | - |
| 0006-0016 | RETIREES | $ | - |
| 9001-9002 | COBRA | $ | 774.02 |
| | STOP LOSS | $ | - |
| | TOTAL | $ | 1,741.09 |

| Account | Corporate Entity | Invoice Profile | Invoice Number | InvcPerFrDt | InvcPerToDt | ClmPerFrDt | ClmPerToDt | BARS CustNbr | Settlement Nbr | Association Nbr | Group Nbr | Section Nbr | Group Name | Coverage | Claim Type | Member ID | Provider ID | Document Control | Tier | Service Date | Gross Amt | Net Amt | Fee Percent | Fee Amt | Case Nbr |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 21185 | TX1 | 618139 | 700568 | 5/27/2017 | 6/2/2017 | 5/27/2017 | 5/31/2017 | TX433 | 1 | 1 | 21185 | 1 | HIDALGO COUNTY | Blue Cross | Basic Coverage | 842711216 | 1932124849 | 00002017143508981X0X | Family Member | 6/1/2016 | $ 161.86 | $ 161.86 | 0% | $0.00 | |
| 21185 | TX1 | 618139 | 700568 | 5/27/2017 | 6/2/2017 | 5/27/2017 | 5/31/2017 | TX433 | 1 | 1 | 21185 | 1 | HIDALGO COUNTY | Blue Shield | Basic Coverage | 842698525 | 1073508545 | 00002016267508410B0X | Family Subscriber | 9/21/2016 | $ 19.36 | $ 19.36 | 0% | $0.00 | |
| 21185 | TX1 | 618139 | 700568 | 5/27/2017 | 6/2/2017 | 5/27/2017 | 5/31/2017 | TX433 | 1 | 1 | 21185 | 1 | HIDALGO COUNTY | Blue Shield | Basic Coverage | 842698525 | 1073508545 | 00002016267508410B0X | Family Subscriber | 9/21/2016 | $ 15.65 | $ 15.65 | 0% | $0.00 | |
| 21185 | TX1 | 618139 | 700568 | 5/27/2017 | 6/2/2017 | 5/27/2017 | 5/31/2017 | TX433 | 1 | 1 | 21185 | 1 | HIDALGO COUNTY | Blue Shield | Basic Coverage | 842698525 | 1073508545 | 00002016267508410B0X | Family Subscriber | 9/21/2016 | $ 20.96 | $ 20.96 | 0% | $0.00 | |
| 21185 | TX1 | 618139 | 700568 | 5/27/2017 | 6/2/2017 | 5/27/2017 | 5/31/2017 | TX433 | 1 | 1 | 21185 | 1 | HIDALGO COUNTY | Blue Shield | Basic Coverage | 842698525 | 1073508545 | 00002016267508410B0X | Family Subscriber | 9/21/2016 | $ 16.68 | $ 16.68 | 0% | $0.00 | |
| 21185 | TX1 | 618139 | 700568 | 5/27/2017 | 6/2/2017 | 5/27/2017 | 5/31/2017 | TX433 | 1 | 1 | 21185 | 1 | HIDALGO COUNTY | Blue Shield | Basic Coverage | 842698525 | 1073508545 | 00002016267508410B0X | Family Subscriber | 9/21/2016 | $ 16.31 | $ 16.31 | 0% | $0.00 | |
| | | | | | | | | | | | | | | | | | | | **BASIC PLAN:** | | $ 250.82 | $ 250.82 | | | |
| | | | | | | | | | | | | | | | | | | | **TOTAL:** | | **$ 250.82** | **$ 250.82** | | | |

| Account | Corporate Entity | Invoice Profile | Invoice Number | InvcPerFrDt | InvcPerToDt | ClmPerFrDt | ClmPerToDt | BARS CustNbr | Settlement Nbr | Association Nbr | Group Nbr | Section Nbr | Group Name | Coverage | Claim Type | Member ID | Provider ID | Document Control | Tier | Service Date | Gross Amt | Net Amt | Fee Percent | Fee Amt | Case Nbr |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 21185 | TX1 | 618139 | 700568 | 5/27/2017 | 6/2/2017 | 5/27/2017 | 5/31/2017 | TX433 | 1 | 2 | 21185 | 2 | HIDALGO COUNTY | Blue Cross | Basic Coverage | 839385554 | 1053317362 | 0000201629850F62810X | Single | 10/20/2016 | $ 210.09 | $ 210.09 | 0% | $0.00 | |
| | | | | | | | | | | | | | | | | | | | **BASIC PLAN:** | | **$ 210.09** | **$ 210.09** | | | |
| 21185 | TX1 | 618139 | 700568 | 5/27/2017 | 6/2/2017 | 5/27/2017 | 5/31/2017 | TX433 | 1 | 2 | 21185 | 12 | HIDALGO COUNTY | Blue Shield | Basic Coverage | 833067830 | 1548549066 | 000020163375O2W6370X | Family Member | 11/28/2016 | $ 284.10 | $ 284.10 | 0% | $0.00 | |
| | | | | | | | | | | | | | | | | | | | **BUY-UP PLAN:** | | **$ 284.10** | **$ 284.10** | | | |
| | | | | | | | | | | | | | | | | | | | **TOTAL:** | | **$ 494.19** | **$ 494.19** | | | |

| Account | Corporate Entity | Invoice Profile | Invoice Number | InvcPerFrDt | InvcPerToDt | ClmPerFrDt | ClmPerToDt | BARS CustNbr | Settlement Nbr | Association Nbr | Group Nbr | Section Nbr | Group Name | Coverage | Claim Type | Member ID | Provider ID | Document Control | Tier | Service Date | Gross Amt | Net Amt | Fee Percent | Fee Amt | Case Nbr |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 21185 | TX1 | 618139 | 700568 | 5/27/2017 | 6/2/2017 | 5/27/2017 | 5/31/2017 | TX433 | 1 | 3 | 21185 | 13 | HIDALGO COUNTY | Blue Cross | Basic Coverage | 838794615 | 1053317362 | 000020162955013U660X | Family Subscriber | 10/4/2016 | $ 222.06 | $ 222.06 | 0% | $0.00 | |
| | | | | | | | | | | | | | | | | | | | **BUY-UP PLAN:** | | **$ 222.06** | **$ 222.06** | | | |
| | | | | | | | | | | | | | | | | | | | **TOTAL:** | | **$ 222.06** | **$ 222.06** | | | |

| Account | Corporate Entity | Invoice Profile | Invoice Number | InvcPerFrDt | InvcPerToDt | ClmPerFrDt | ClmPerToDt | BARS CustNbr | Settlement Nbr | Association Nbr | Group Nbr | Section Nbr | Group Name | Coverage | Claim Type | Member ID | Provider ID | Document Control | Tier | Service Date | Gross Amt | Net Amt | Fee Percent | Fee Amt | Case Nbr |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **HIDALGO COUNTY** | | | | | | | | | | | | | | | | | | | | | | | | | |
| 21185 | TX1 | 618139 | 700568 | 5/27/2017 | 6/2/2017 | 5/27/2017 | 5/31/2017 | TX433 | 1 | 7 | 21185 | 9001 | HIDALGO COUNTY | Blue Cross | Basic Coverage | 822555485 | 1831520360 | 00002017074506 29V00X | Single | 11/7/2016 | $ 774.02 | $ 774.02 | 0% | $0.00 | |
| | | | | | | | | | | | | | | | | | | | **BASIC PLAN:** | | **$ 774.02** | **$ 774.02** | | | |
| | | | | | | | | | | | | | | | | | | | **TOTAL:** | | **$ 774.02** | **$ 774.02** | | | |




**Group # 021185** **HIDALGO COUNTY**
**Settlement ID:** **TX433010006**
**Processed Date**
**Period** **06/01/2017 to 06/02/2017**

| SECTION | | | |
|---|---|---|---|
| 0001-0011 | HIDALGO COUNTY | $ | 820.82 |
| 0002-0012 | HEAD START | $ | 202.72 |
| 0003-0013 | APPRAISAL DISTRICT | $ | 649.55 |
| 0004-0014 | COMMUNITY SERVICE AGENCY | $ | - |
| 0005-0015 | DRAINAGE DISTRICT NO.1 | $ | 32.14 |
| 0006-0016 | RETIREES | $ | 2.08 |
| 9001-9002 | COBRA | $ | - |
| | STOP LOSS | $ | - |
| | TOTAL | $ | 1,707.31 |

| Account | Corporate Entity | Invoice Profile | Invoice Number | InvcPerFrDt | InvcPerToDt | ClmPerFrDt | ClmPerToDt | BARS CustNbr | Settlement Nbr | Association Nbr | Group Nbr | Section Nbr | Group Name | Coverage | Claim Type | Member ID | Provider ID | Document Control | Tier | Service Date | Gross Amt | Net Amt | Fee Percent | Fee Amt | Case Nbr |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 21185 | TX1 | 618139 | 700568 | 5/27/2017 | 6/2/2017 | 6/1/2017 | 6/2/2017 | TX433 | 1 | 1 | 21185 | 1 | HIDALGO COUNTY | Blue Cross | Basic Coverage | 828269798 | 1619924719 | 00002017130590O5G30X | Family Member | 8/15/2014 | $ 4.42 | $ 4.42 | 0% | $0.00 | |
| 21185 | TX1 | 618139 | 700568 | 5/27/2017 | 6/2/2017 | 6/1/2017 | 6/2/2017 | TX433 | 1 | 1 | 21185 | 1 | HIDALGO COUNTY | Blue Cross | Basic Coverage | 842855501 | 1619924719 | 00002016313501 1E820X | Family Member | 4/15/2016 | $ (513.00) | $ (513.00) | 0% | $0.00 | |
| 21185 | TX1 | 618139 | 700568 | 5/27/2017 | 6/2/2017 | 6/1/2017 | 6/2/2017 | TX433 | 1 | 1 | 21185 | 1 | HIDALGO COUNTY | Blue Cross | Basic Coverage | 842855501 | 1619924719 | 00002016313501 1E820X | Family Member | 4/15/2016 | $ 19.26 | $ 19.26 | 0% | $0.00 | |
| 21185 | TX1 | 618139 | 700568 | 5/27/2017 | 6/2/2017 | 6/1/2017 | 6/2/2017 | TX433 | 1 | 1 | 21185 | 1 | HIDALGO COUNTY | Blue Cross | Basic Coverage | 837973602 | 1043267701 | 00002016229506F3460X | Single | 5/27/2016 | $ - | $ - | 0% | $0.00 | |
| 21185 | TX1 | 618139 | 700568 | 5/27/2017 | 6/2/2017 | 6/1/2017 | 6/2/2017 | TX433 | 1 | 1 | 21185 | 1 | HIDALGO COUNTY | Blue Shield | Basic Coverage | 838848423 | 1891739223 | 00002017152596 08U50X | Family Member | 11/5/2015 | $ 80.44 | $ 80.44 | 0% | $0.00 | |
| 21185 | TX1 | 618139 | 700568 | 5/27/2017 | 6/2/2017 | 6/1/2017 | 6/2/2017 | TX433 | 1 | 1 | 21185 | 1 | HIDALGO COUNTY | Blue Shield | Basic Coverage | 841203562 | 1669708780 | 00002017152592 33U50X | Family Member | 10/26/2014 | $ 4.08 | $ 4.08 | 0% | $0.00 | |
| 21185 | TX1 | 618139 | 700568 | 5/27/2017 | 6/2/2017 | 6/1/2017 | 6/2/2017 | TX433 | 1 | 1 | 21185 | 1 | HIDALGO COUNTY | Blue Shield | Basic Coverage | 841203562 | 1669708780 | 00002017152592 33U50X | Family Member | 10/26/2014 | $ 56.91 | $ 56.91 | 0% | $0.00 | |
| 21185 | TX1 | 618139 | 700568 | 5/27/2017 | 6/2/2017 | 6/1/2017 | 6/2/2017 | TX433 | 1 | 1 | 21185 | 1 | HIDALGO COUNTY | Blue Shield | Basic Coverage | 841203562 | 1669708780 | 00002017152592 45U90X | Family Member | 6/17/2014 | $ 5.06 | $ 5.06 | 0% | $0.00 | |
| 21185 | TX1 | 618139 | 700568 | 5/27/2017 | 6/2/2017 | 6/1/2017 | 6/2/2017 | TX433 | 1 | 1 | 21185 | 1 | HIDALGO COUNTY | Blue Shield | Basic Coverage | 841203562 | 1669708780 | 00002017152592 45U90X | Family Member | 6/17/2014 | $ 56.73 | $ 56.73 | 0% | $0.00 | |
| 21185 | TX1 | 618139 | 700568 | 5/27/2017 | 6/2/2017 | 6/1/2017 | 6/2/2017 | TX433 | 1 | 1 | 21185 | 1 | HIDALGO COUNTY | Blue Shield | Basic Coverage | 820653272 | 1376857706 | 00002017152594 11U90X | Family Member | 6/17/2015 | $ 24.20 | $ 24.20 | 0% | $0.00 | |
| 21185 | TX1 | 618139 | 700568 | 5/27/2017 | 6/2/2017 | 6/1/2017 | 6/2/2017 | TX433 | 1 | 1 | 21185 | 1 | HIDALGO COUNTY | Blue Shield | Basic Coverage | 820653272 | 1376857706 | 00002017152596 86U60X | Family Member | 6/3/2015 | $ 11.96 | $ 11.96 | 0% | $0.00 | |
| 21185 | TX1 | 618139 | 700568 | 5/27/2017 | 6/2/2017 | 6/1/2017 | 6/2/2017 | TX433 | 1 | 1 | 21185 | 1 | HIDALGO COUNTY | Blue Shield | Basic Coverage | 839891942 | 1821317843 | 00002017152592 95U90X | Family Member | 7/5/2016 | $ 83.31 | $ 83.31 | 0% | $0.00 | |
| 21185 | TX1 | 618139 | 700568 | 5/27/2017 | 6/2/2017 | 6/1/2017 | 6/2/2017 | TX433 | 1 | 1 | 21185 | 1 | HIDALGO COUNTY | Blue Shield | Basic Coverage | 841321820 | 1194764225 | 00002017152590 36U30X | Family Member | 1/12/2015 | $ 76.20 | $ 76.20 | 0% | $0.00 | |
| 21185 | TX1 | 618139 | 700568 | 5/27/2017 | 6/2/2017 | 6/1/2017 | 6/2/2017 | TX433 | 1 | 1 | 21185 | 1 | HIDALGO COUNTY | Blue Shield | Basic Coverage | 831551996 | 1922046945 | 00002017152596 83U20X | Family Member | 7/26/2016 | $ 31.64 | $ 31.64 | 0% | $0.00 | |
| 21185 | TX1 | 618139 | 700568 | 5/27/2017 | 6/2/2017 | 6/1/2017 | 6/2/2017 | TX433 | 1 | 1 | 21185 | 1 | HIDALGO COUNTY | Blue Shield | Basic Coverage | 835632609 | 1609066257 | 00002017152590 31U30X | Family Member | 7/9/2014 | $ 82.82 | $ 82.82 | 0% | $0.00 | |
| 21185 | TX1 | 618139 | 700568 | 5/27/2017 | 6/2/2017 | 6/1/2017 | 6/2/2017 | TX433 | 1 | 1 | 21185 | 1 | HIDALGO COUNTY | Blue Shield | Basic Coverage | 835632609 | 1609066257 | 00002017152593 57U20X | Family Member | 11/8/2014 | $ 11.91 | $ 11.91 | 0% | $0.00 | |
| 21185 | TX1 | 618139 | 700568 | 5/27/2017 | 6/2/2017 | 6/1/2017 | 6/2/2017 | TX433 | 1 | 1 | 21185 | 1 | HIDALGO COUNTY | Blue Shield | Basic Coverage | 835632609 | 1609066257 | 00002017152593 57U20X | Family Member | 11/8/2014 | $ 77.96 | $ 77.96 | 0% | $0.00 | |
| 21185 | TX1 | 618139 | 700568 | 5/27/2017 | 6/2/2017 | 6/1/2017 | 6/2/2017 | TX433 | 1 | 1 | 21185 | 1 | HIDALGO COUNTY | Blue Shield | Basic Coverage | 821238386 | 1730257106 | 00002017152591 76U00X | Family Member | 2/8/2016 | $ 36.89 | $ 36.89 | 0% | $0.00 | |
| 21185 | TX1 | 618139 | 700568 | 5/27/2017 | 6/2/2017 | 6/1/2017 | 6/2/2017 | TX433 | 1 | 1 | 21185 | 1 | HIDALGO COUNTY | Blue Shield | Basic Coverage | 821238386 | 1730257106 | 00002017152594 52U60X | Family Member | 2/8/2016 | $ 83.03 | $ 83.03 | 0% | $0.00 | |
| 21185 | TX1 | 618139 | 700568 | 5/27/2017 | 6/2/2017 | 6/1/2017 | 6/2/2017 | TX433 | 1 | 1 | 21185 | 1 | HIDALGO COUNTY | Blue Shield | Basic Coverage | 837179543 | 1376857706 | 00002017152596 76U10X | Family Member | 1/21/2015 | $ 28.79 | $ 28.79 | 0% | $0.00 | |
| 21185 | TX1 | 618139 | 700568 | 5/27/2017 | 6/2/2017 | 6/1/2017 | 6/2/2017 | TX433 | 1 | 1 | 21185 | 1 | HIDALGO COUNTY | Blue Shield | Basic Coverage | 841143215 | 1588643787 | 00002017151599 25Q00X | Family Member | 7/20/2015 | $ 0.01 | $ 0.01 | 0% | $0.00 | |
| 21185 | TX1 | 618139 | 700568 | 5/27/2017 | 6/2/2017 | 6/1/2017 | 6/2/2017 | TX433 | 1 | 1 | 21185 | 1 | HIDALGO COUNTY | Blue Shield | Basic Coverage | 841143215 | 1528223583 | 00002017152598 86T80X | Family Member | 9/9/2014 | $ 83.03 | $ 83.03 | 0% | $0.00 | |
| 21185 | TX1 | 618139 | 700568 | 5/27/2017 | 6/2/2017 | 6/1/2017 | 6/2/2017 | TX433 | 1 | 1 | 21185 | 1 | HIDALGO COUNTY | Blue Shield | Basic Coverage | 820913671 | 1801877212 | 00002017152595 69U50X | Single | 12/29/2016 | $ 73.25 | $ 73.25 | 0% | $0.00 | |
| 21185 | TX1 | 618139 | 700568 | 5/27/2017 | 6/2/2017 | 6/1/2017 | 6/2/2017 | TX433 | 1 | 1 | 21185 | 1 | HIDALGO COUNTY | Blue Shield | Basic Coverage | 841095127 | 1184909459 | 00002017152598 32T00X | Family Member | 4/8/2016 | $ 306.89 | $ 306.89 | 0% | $0.00 | |
| | | | | | | | | | | | | | | | | | | | **BASIC PLAN:** | | **$ 725.79** | **$ 725.79** | | | |
| 21185 | TX1 | 618139 | 700568 | 5/27/2017 | 6/2/2017 | 6/1/2017 | 6/2/2017 | TX433 | 1 | 1 | 21185 | 11 | HIDALGO COUNTY | Blue Shield | Basic Coverage | 830342315 | 1982884284 | 00002017152591 08U50X | Family Member | 6/23/2015 | $ 76.20 | $ 76.20 | 0% | $0.00 | |
| 21185 | TX1 | 618139 | 700568 | 5/27/2017 | 6/2/2017 | 6/1/2017 | 6/2/2017 | TX433 | 1 | 1 | 21185 | 11 | HIDALGO COUNTY | Blue Shield | Basic Coverage | 835953169 | 1730257106 | 00002017152598 87T10X | Family Member | 1/18/2016 | $ 19.85 | $ 19.85 | 0% | $0.00 | |
| 21185 | TX1 | 618139 | 700568 | 5/27/2017 | 6/2/2017 | 6/1/2017 | 6/2/2017 | TX433 | 1 | 1 | 21185 | 11 | HIDALGO COUNTY | Blue Shield | Basic Coverage | 841754494 | 1679732424 | 00002016013575K7940X | Family Member | 11/13/2015 | $ (950.00) | $ (950.00) | 0% | $0.00 | |
| 21185 | TX1 | 618139 | 700568 | 5/27/2017 | 6/2/2017 | 6/1/2017 | 6/2/2017 | TX433 | 1 | 1 | 21185 | 11 | HIDALGO COUNTY | Blue Shield | Basic Coverage | 841754494 | 1679732424 | 00002016013575K7940X | Family Member | 11/13/2015 | $ 948.50 | $ 948.50 | 0% | $0.00 | |
| 21185 | TX1 | 618139 | 700568 | 5/27/2017 | 6/2/2017 | 6/1/2017 | 6/2/2017 | TX433 | 1 | 1 | 21185 | 11 | HIDALGO COUNTY | Blue Shield | Basic Coverage | 841754494 | 1679732424 | 00002016013575K7940X | Family Member | 11/13/2015 | $ (235.00) | $ (235.00) | 0% | $0.00 | |
| 21185 | TX1 | 618139 | 700568 | 5/27/2017 | 6/2/2017 | 6/1/2017 | 6/2/2017 | TX433 | 1 | 1 | 21185 | 11 | HIDALGO COUNTY | Blue Shield | Basic Coverage | 841754494 | 1679732424 | 00002016013575K7940X | Family Member | 11/13/2015 | $ 235.00 | $ 235.00 | 0% | $0.00 | |
| 21185 | TX1 | 618139 | 700568 | 5/27/2017 | 6/2/2017 | 6/1/2017 | 6/2/2017 | TX433 | 1 | 1 | 21185 | 11 | HIDALGO COUNTY | Blue Shield | Basic Coverage | 847838802 | 1588643787 | 00002017151590 09S10X | Family Member | 9/5/2014 | $ 0.04 | $ 0.04 | 0% | $0.00 | |
| 21185 | TX1 | 618139 | 700568 | 5/27/2017 | 6/2/2017 | 6/1/2017 | 6/2/2017 | TX433 | 1 | 1 | 21185 | 11 | HIDALGO COUNTY | Blue Shield | Basic Coverage | 847838802 | 1588643787 | 00002017151590 22S40X | Family Member | 10/6/2014 | $ 0.04 | $ 0.04 | 0% | $0.00 | |
| 21185 | TX1 | 618139 | 700568 | 5/27/2017 | 6/2/2017 | 6/1/2017 | 6/2/2017 | TX433 | 1 | 1 | 21185 | 11 | HIDALGO COUNTY | Blue Shield | Basic Coverage | 847838802 | 1588643787 | 00002017151590 22S50X | Family Member | 12/23/2014 | $ 0.04 | $ 0.04 | 0% | $0.00 | |
| 21185 | TX1 | 618139 | 700568 | 5/27/2017 | 6/2/2017 | 6/1/2017 | 6/2/2017 | TX433 | 1 | 1 | 21185 | 11 | HIDALGO COUNTY | Blue Shield | Basic Coverage | 847838802 | 1588643787 | 00002017151590 22S90X | Family Member | 1/14/2015 | $ 0.05 | $ 0.05 | 0% | $0.00 | |
| 21185 | TX1 | 618139 | 700568 | 5/27/2017 | 6/2/2017 | 6/1/2017 | 6/2/2017 | TX433 | 1 | 1 | 21185 | 11 | HIDALGO COUNTY | Blue Shield | Basic Coverage | 847838802 | 1588643787 | 00002017151590 24S10X | Family Member | 9/17/2014 | $ 0.04 | $ 0.04 | 0% | $0.00 | |
| 21185 | TX1 | 618139 | 700568 | 5/27/2017 | 6/2/2017 | 6/1/2017 | 6/2/2017 | TX433 | 1 | 1 | 21185 | 11 | HIDALGO COUNTY | Blue Shield | Basic Coverage | 847838802 | 1588643787 | 00002017151590 25S10X | Family Member | 6/23/2015 | $ 0.04 | $ 0.04 | 0% | $0.00 | |
| 21185 | TX1 | 618139 | 700568 | 5/27/2017 | 6/2/2017 | 6/1/2017 | 6/2/2017 | TX433 | 1 | 1 | 21185 | 11 | HIDALGO COUNTY | Blue Shield | Basic Coverage | 847838802 | 1588643787 | 00002017151590 25S70X | Family Member | 9/16/2015 | $ 0.05 | $ 0.05 | 0% | $0.00 | |
| 21185 | TX1 | 618139 | 700568 | 5/27/2017 | 6/2/2017 | 6/1/2017 | 6/2/2017 | TX433 | 1 | 1 | 21185 | 11 | HIDALGO COUNTY | Blue Shield | Basic Coverage | 847838802 | 1588643787 | 00002017151599 12Q90X | Family Member | 6/15/2015 | $ 0.03 | $ 0.03 | 0% | $0.00 | |
| 21185 | TX1 | 618139 | 700568 | 5/27/2017 | 6/2/2017 | 6/1/2017 | 6/2/2017 | TX433 | 1 | 1 | 21185 | 11 | HIDALGO COUNTY | Blue Shield | Basic Coverage | 847838802 | 1588643787 | 00002017151599 13Q70X | Family Member | 12/16/2014 | $ 0.02 | $ 0.02 | 0% | $0.00 | |
| 21185 | TX1 | 618139 | 700568 | 5/27/2017 | 6/2/2017 | 6/1/2017 | 6/2/2017 | TX433 | 1 | 1 | 21185 | 11 | HIDALGO COUNTY | Blue Shield | Basic Coverage | 847838802 | 1588643787 | 00002017151599 14Q30X | Family Member | 10/21/2014 | $ 0.02 | $ 0.02 | 0% | $0.00 | |
| 21185 | TX1 | 618139 | 700568 | 5/27/2017 | 6/2/2017 | 6/1/2017 | 6/2/2017 | TX433 | 1 | 1 | 21185 | 11 | HIDALGO COUNTY | Blue Shield | Basic Coverage | 847838802 | 1588643787 | 00002017151599 14Q70X | Family Member | 12/9/2014 | $ 0.06 | $ 0.06 | 0% | $0.00 | |
| 21185 | TX1 | 618139 | 700568 | 5/27/2017 | 6/2/2017 | 6/1/2017 | 6/2/2017 | TX433 | 1 | 1 | 21185 | 11 | HIDALGO COUNTY | Blue Shield | Basic Coverage | 847838802 | 1588643787 | 00002017151599 24Q70X | Family Member | 9/28/2015 | $ 0.05 | $ 0.05 | 0% | $0.00 | |
| | | | | | | | | | | | | | | | | | | | **BUY-UP PLAN:** | | **$ 95.03** | **$ 95.03** | | | |
| | | | | | | | | | | | | | | | | | | | **TOTAL:** | | **$ 820.82** | **$ 820.82** | | | |

| Account | Corporate Entity | Invoice Profile | Invoice Number | InvcPerFrDt | InvcPerToDt | ClmPerFrDt | ClmPerToDt | BARS CustNbr | Settlement Nbr | Association Nbr | Group Nbr | Section Nbr | Group Name | Coverage | Claim Type | Member ID | Provider ID | Document Control | Tier | Service Date | Gross Amt | Net Amt | Fee Percent | Fee Amt | Case Nbr |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 21185 | TX1 | 618139 | 700568 | 5/27/2017 | 6/2/2017 | 6/1/2017 | 6/2/2017 | TX433 | 1 | 2 | 21185 | 2 | HIDALGO COUNTY | Blue Shield | Basic Coverage | 842415917 | 1386697209 | 00002017150030352 30C | Single | 6/9/2016 | $ 155.94 | $ 155.94 | 0% | $0.00 | |
| 21185 | TX1 | 618139 | 700568 | 5/27/2017 | 6/2/2017 | 6/1/2017 | 6/2/2017 | TX433 | 1 | 2 | 21185 | 2 | HIDALGO COUNTY | Blue Shield | Basic Coverage | 838892641 | 1457416729 | 0000201715259624U90X | Family Member | 12/17/2016 | $ 3.03 | $ 3.03 | 0% | $0.00 | |
| 21185 | TX1 | 618139 | 700568 | 5/27/2017 | 6/2/2017 | 6/1/2017 | 6/2/2017 | TX433 | 1 | 2 | 21185 | 2 | HIDALGO COUNTY | Blue Shield | Basic Coverage | 838892641 | 1457416729 | 0000201715259343U60X | Family Member | 12/17/2016 | $ 43.75 | $ 43.75 | 0% | $0.00 | |
| | | | | | | | | | | | | | | | | | | | **BASIC PLAN:** | | **$ 202.72** | **$ 202.72** | | | |
| | | | | | | | | | | | | | | | | | | | **TOTAL:** | | **$ 202.72** | **$ 202.72** | | | |

| Account | Corporate Entity | Invoice Profile | Invoice Number | InvcPerFrDt | InvcPerToDt | ClmPerFrDt | ClmPerToDt | BARS CustNbr | Settlement Nbr | Association Nbr | Group Nbr | Section Nbr | Group Name | Coverage | Claim Type | Member ID | Provider ID | Document Control | Tier | Service Date | Gross Amt | Net Amt | Fee Percent | Fee Amt | Case Nbr |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 21185 | TX1 | 618139 | 700568 | 5/27/2017 | 6/2/2017 | 6/1/2017 | 6/2/2017 | TX433 | 1 | 3 | 21185 | 13 | HIDALGO COUNTY | Blue Shield | Basic Coverage | 843318388 | 1770699639 | 00002017152597 80U50X | Family Member | 8/6/2014 | $ 649.55 | $ 649.55 | 0% | $0.00 | |
| | | | | | | | | | | | | | | | | | | | **BUY-UP PLAN:** | | **$ 649.55** | **$ 649.55** | | | |
| | | | | | | | | | | | | | | | | | | | **TOTAL:** | | **$ 649.55** | **$ 649.55** | | | |

| Account | Corporate Entity | Invoice Profile | Invoice Number | InvcPerFrDt | InvcPerToDt | ClmPerFrDt | ClmPerToDt | BARS CustNbr | Settlement Nbr | Association Nbr | Group Nbr | Section Nbr | Group Name | Coverage | Claim Type | Member ID | Provider ID | Document Control | Tier | Service Date | Gross Amt | Net Amt | Fee Percent | Fee Amt | Case Nbr |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 21185 | TX1 | 618139 | 700568 | 5/27/2017 | 6/2/2017 | 6/1/2017 | 6/2/2017 | TX433 | 1 | 5 | 21185 | 5 | HIDALGO COUNTY | Blue Shield | Basic Coverage | 845788384 | 1669708780 | 00002017152599 32T70X | Family Member | 4/28/2015 | $ 32.14 | $ 32.14 | 0% | $0.00 | |
| | | | | | | | | | | | | | | | | | | | **BASIC PLAN:** | | **$ 32.14** | **$ 32.14** | | | |
| | | | | | | | | | | | | | | | | | | | **TOTAL:** | | **$ 32.14** | **$ 32.14** | | | |

| Account | Corporate Entity | Invoice Profile | Invoice Number | InvcPerFrDt | InvcPerToDt | ClmPerFrDt | ClmPerToDt | BARS CustNbr | Settlement Nbr | Association Nbr | Group Nbr | Section Nbr | Group Name | Coverage | Claim Type | Member ID | Provider ID | Document Control | Tier | Service Date | Gross Amt | Net Amt | Fee Percent | Fee Amt | Case Nbr |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **HIDALGO COUNTY** | | | | | | | | | | | | | | | | | | | | | | | | | |
| 21185 | TX1 | 618139 | 700568 | 5/27/2017 | 6/2/2017 | 6/1/2017 | 6/2/2017 | TX433 | 1 | 6 | 21185 | 6 | HIDALGO COUNTY | Blue Shield | Basic Coverage | 836879087 | 1285649202 | 0000201713057539Q10X | Family Member | 6/21/2016 | $ 2.08 | $ 2.08 | 0% | $0.00 | |
| | | | | | | | | | | | | | | | | | | | **BASIC PLAN:** | | **$ 2.08** | **$ 2.08** | | | |
| | | | | | | | | | | | | | | | | | | | **TOTAL:** | | **$ 2.08** | **$ 2.08** | | | |

HIDALGO COUNTY DEPT. OF BUDGET AND MANAGEMENT
CERTIFICATION OF MEDICAL INSURANCE CLAIMS
PAID BY BLUE CROSS BLUE SHIELD OF TEXAS

FOR THE PERIOD OF **May 20, 2017 thru June 2, 2017**

Hidalgo County's Self-Funded Health Insurance, Third Party Administrator (TPA) Blue Cross Blue Shield of Texas, has submitted to my office a request to reimburse the County's CLAIMS PAYING ACCOUNT in the amount of **$9,530.56.**

1). Hidalgo County
2). Hidalgo County Head Start Program
3). Hidalgo County Appraisal District
4). Hidalgo County Community Service Agency
5). Hidalgo County Drainage District No.1
6). Hidalgo County Retirees
7). Hidalgo County COBRA

Total Reimbursement Requested by Blue Cross Blue Shield of Texas for dates 05/20/2017 to 06/02/2017 is $9,530.56.

Dept. of Budget & Management Employee Benefits Division is requesting approval of this payment on the Commissioners' Court Agenda of June 13, 2017.

I hereby approve this reimbursement and I and/or my staff have reviewed each claim included on the attached check register and to the best of my knowledge ensure:

- All the claimants are in fact employees/participants of Hidalgo County, Hidalgo County Head Start Program, Hidalgo County Appraisal District, Hidalgo County Community Service Agency, Hidalgo County Drainage District No.1, Hidalgo County Retirees and Hidalgo County COBRA.
- All fees to vendors are appropriate for the type of service provided.
- All insurance premiums paid to Hidalgo County for Health Insurance Self-Funded Account were deposited to the Hidalgo County Treasurer's Office and credited to the corresponding revenue account.
- All types of expenditures reflected on this claim report are appropriate for the Hidalgo County Health Insurance Self Funded Account.

Elora Vargas — Employee Benefits Director — 06/06/2017 — Date

Dept. of Budget & Management Budget Officer — 6/6/17 — Date

Commissioner's Court Approval — Date

**AI-59964** **Budget and Management** **10. D.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted For:** Sergio Cruz, BUDGET & MANAGEMENT

**Submitted By:** Angelica M. Tapia, BUDGET & MANAGEMENT

**Department:** BUDGET & MANAGEMENT

## Information

**CAPTION**

1. Approval of reimbursement in the amount of $1,029,418.16 to Aetna Insurance Company for claims paid on behalf of Hidalgo County from 05/18/17 to 05/31/17.

| | |
|---|---|
| 05/18-24/17 | $ 504,531.25 |
| 05/25-31/17 | $ 524,886.91 |
| TOTAL | $1,029,418.16 |

2. Approval of wire transfer to cover claims paid.

**BACKGROUND**

## Fiscal Impact

**CALENDAR YEAR:** 2017 **ACCT. #:** 7-2201-415-00-115-0XX-0-820

**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

## Attachments

Funding Requests
AETNA 5/18-24/17
AETNA 5/25-31/17
Certification

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/06/2017 02:12 PM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |

Form Started By: Angelica M. Tapia Started On: 05/23/2017 03:21 PM

Final Approval Date: 06/09/2017

# Re: Funds Transfer Request

Prepared Date: Thursday, May 25, 2017

Contractholder Name: COUNTY OF HIDALGO
Attention: F VAZQUEZ/A TAPIA
RE: CLAIMS

Reference#: 54-17144-1461

Activity of: Wednesday, May 24, 2017 5/18-24/17
Account Name: SFGP/ASC Contractholders Account
Credit Bank: Bank Of America Connecticut
Bank Address: 2601 West Broad Street
Richmond VA 23220

Account Number: 00343372
ACH ABA Number: 011900445
Fed Wire ABA Number: 026009593

**Transfer Amount: $504,531.25**

Please transfer the requested funds immediately to avoid late funding interest charges, suspension of services, or termination for nonpayment pursuant to the terms of your contract.

ver.3.0.7.0

For any questions, please send emails to Banking-SAMP@aetna.com or call a contact listed below.

Wendi L Raber
Banking Consultant Phone 717-425-6010

Alison Simpson
Banking Consultant Phone 860-273-2581

# Re: Funds Transfer Request

Prepared Date: Thursday, June 01, 2017

Contractholder Name: COUNTY OF HIDALGO
Attention: F VAZQUEZ/A TAPIA
RE: CLAIMS

Reference#: 54-17151-2707

Activity of: Wednesday, May 31, 2017 5/25-31/17
Account Name: SFGP/ASC Contractholders Account
Credit Bank: Bank Of America Connecticut
Bank Address: 2601 West Broad Street
Richmond VA 23220

Account Number: 00343372
ACH ABA Number: 011900445
Fed Wire ABA Number: 026009593

**Transfer Amount: $524,886.91**

Please transfer the requested funds immediately to avoid late funding interest charges, suspension of services, or termination for nonpayment pursuant to the terms of your contract.

ver.3.0.7.0

For any questions, please send emails to Banking-SAMP@aetna.com or call a contact listed below.

Wendi L Raber
Banking Consultant Phone 717-425-6010

Alison Simpson
Banking Consultant Phone 860-273-2581

aetna

**Group # 285608** **HIDALGO COUNTY**
**Processed Date** 05/18/2017 to 05/24/2017
**Reference#** 54-17144-1461

| SECTION | | | |
|---|---|---|---|
| 10-001 & 11-001 | HIDALGO COUNTY | $ | 393,851.12 |
| 10-002 & 11-002 | DRAINAGE DISTRICT NO.1 | $ | 10,046.33 |
| 10-003 & 11-003 | COMMUNITY SERVICE AGENCY | $ | 1,744.47 |
| 10-004 & 11-004 | HEAD START | $ | 66,547.25 |
| 10-005 & 11-005 | APPRAISAL DISTRICT | $ | 14,341.13 |
| 10-101 & 11-101 | COBRA | $ | 4,503.98 |
| 10-201 | RETIREES | $ | 13,496.97 |
| | STOP LOSS | $ | - |
| | TOTAL | $ | 504,531.25 |

| FT Request Wire Activity Date | Wire Line Number | PH | Control | Suffix | Account | ENTITY/PLAN | Draft Acct No | Draft No | Claim Office | Claim Amt | DCI DT | ISS DT | RCD DT | CLMT | BIC | CLAIM ID | TIN NUMBER |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 108.06 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 4 | 41900 | DF8CC701800 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7868052 | 435 | 46.39 | 5/6/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EVJLX7JZ700 | 742967614 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142480002296 | 435 | 19.12 | 5/12/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EQ35Y6LHD00 | 460489026 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540005043 | 435 | 48.06 | 5/8/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EMJLY97K500 | 382084239 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142570002581 | 435 | 49.55 | 5/1/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EJFBY6Q4700 | 461105510 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142580005148 | 435 | 23.55 | 5/8/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E0PBX76L700 | 741601453 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142530002110 | 435 | 76.26 | 5/1/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ET35X6TRL00 | 460510254 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142530002110 | 435 | 55.24 | 5/1/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ERFBY5PNQ00 | 460510254 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142530002110 | 435 | 16.00 | 5/1/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ERNQY3RLX00 | 460510254 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142550002769 | 435 | 36.80 | 4/12/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EDPBY54D000 | 271121048 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142550002769 | 435 | 17.43 | 4/14/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EDPBY54D001 | 271121048 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142550002769 | 435 | 8.32 | 4/13/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EGABY7Y4700 | 271121048 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540006023 | 435 | 145.37 | 5/4/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EKJLY448F00 | 571197015 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540006023 | 435 | 106.31 | 5/4/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EKJLY448G00 | 571197015 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142530001079 | 435 | 96.11 | 5/7/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | E8Y0X70RX00 | 742247256 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142520005530 | 435 | 27.00 | 5/1/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EPFBZBCK100 | 391938014 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 175.27 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DC4KGY8F700 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540005043 | 435 | 51.36 | 3/17/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | ET35YBTF500 | 382084239 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142520003446 | 435 | 44.05 | 5/2/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | ENFBY5JL100 | 204701276 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | (0.65) | 4/27/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DWLJJP5R501 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | (12.67) | 4/27/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DW22KM8Y701 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | (57.96) | 4/27/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DQTGT43HR01 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | (147.60) | 4/27/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DYG3FDB1Y01 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | (365.05) | 4/27/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DTQYMZ1FD01 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 24.73 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DXNFGZHTD00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 72.16 | 5/9/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DC4KGXLXG00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142480003088 | 435 | 35.93 | 4/19/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EKTWZB3W000 | 272466786 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142520003472 | 435 | 579.98 | 3/31/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E135YCD6T00 | 272466786 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7868761 | 435 | 110.00 | 5/4/2017 | 5/22/2017 | 5/22/2017 | 2 | 41039 | EKTWY8GBC00 | 274616534 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 27.77 | 5/8/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | D1LG0T6ST00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 26.07 | 5/8/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | DS4LQXBJZ00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 3.74 | 5/8/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | DF04CMHL500 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540006023 | 435 | 65.25 | 5/1/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EPPBY49TK00 | 571197015 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 0.45 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | DSY8PK7ZZ00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9059 | 00000 | 469 | 0.03 | 4/11/2017 | 5/10/2017 | 5/23/2017 | 1 | 46501 | ESPBX6YGZ00 | |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9059 | 00000 | 469 | 0.01 | 4/11/2017 | 5/10/2017 | 5/23/2017 | 1 | 46501 | ESPBX6YGZ00 | |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9059 | 00000 | 469 | 0.01 | 4/11/2017 | 5/10/2017 | 5/23/2017 | 1 | 46501 | ESPBX6YGZ00 | |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142480003407 | 435 | 233.10 | 3/28/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E3ABX89ZS00 | 273107766 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142580003866 | 435 | 401.52 | 1/4/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EA35Y5HDH00 | 205100794 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 4.01 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DJQ953BSQ00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 1.64 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DVSVL8D2G00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 79.72 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DW22KSQJT00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540001673 | 435 | 38.15 | 5/11/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ERWYY530L00 | 742802643 |

| FT Request Wire Activity Date | Wire Line Number | PH | Control | Suffix | Account | ENTITY/PLAN | Draft Acct No | Draft No | Claim Office | Claim Amt | DCI DT | ISS DT | RCD DT | CLMT | BIC | CLAIM ID | TIN NUMBER |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9059 | 00000 | 195 | 0.03 | 4/19/2017 | 5/11/2017 | 5/23/2017 | 1 | 46501 | EWPBX8LTP00 | |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142580003866 | 435 | 1,178.80 | 4/19/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EWPBX8LTP00 | 205100794 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142550001557 | 435 | 83.95 | 4/21/2017 | 5/22/2017 | 5/22/2017 | 4 | 41039 | EFPBY70S200 | 742620408 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 239.99 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 4 | 41900 | DCDSGJ35Z00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 236.95 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 4 | 41900 | DN56Z0X4R00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 10.79 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 4 | 41900 | DH3Y7Y5S300 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142530001306 | 435 | 188.70 | 5/15/2017 | 5/22/2017 | 5/22/2017 | 4 | 46501 | EVABYBRV600 | 742577746 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142550001557 | 435 | 53.01 | 4/21/2017 | 5/22/2017 | 5/22/2017 | 4 | 46501 | EFPBY70S200 | 742620408 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142570002693 | 435 | 9.29 | 5/10/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | ECJLY68BQ00 | 742984296 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | (279.29) | 4/22/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D1B713B0C01 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142480002581 | 435 | 118.89 | 5/9/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EYY0X776500 | 760459500 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 365.05 | 5/8/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D7PMP0D5900 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 44.82 | 5/8/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D3Q7X1NMS00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 1.96 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D23WZX1PF00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142560001592 | 435 | 98.27 | 5/3/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | ETJLX9RBX00 | 742726404 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 18.54 | 5/9/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D8H9MLZD400 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142580003866 | 435 | 1,123.92 | 4/28/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | E535X8G1W00 | 205100794 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142580006447 | 435 | 26.09 | 5/17/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EQJLZBTM400 | 753051169 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9059 | 00000 | 195 | 0.03 | 4/28/2017 | 5/11/2017 | 5/23/2017 | 3 | 46501 | E535X8G1W00 | |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 348.21 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D3G0XKXRC00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540001673 | 435 | 516.95 | 5/15/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EJY0Y94HK00 | 742802643 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 15.28 | 5/8/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DSP1PZ7BH00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142580006447 | 435 | 51.30 | 5/11/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ECABY8R0200 | 753051169 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540001673 | 435 | 260.54 | 5/10/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EA35Y9DLY00 | 742802643 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540001673 | 435 | 27.35 | 5/10/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EKJLY9KVY00 | 742802643 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 150.39 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DMWZZGGSZ00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 122.20 | 5/13/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | D6MQQYJ1V00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 55.69 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | D4S4V74SJ00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 17.64 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | DH3Y7XMWR00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142550006397 | 435 | 551.32 | 5/9/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | ERFBY71KQ00 | 562546021 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142550006397 | 435 | 105.64 | 5/9/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | E7ABX89YN00 | 562546021 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142550006397 | 435 | 86.02 | 5/9/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | ERFBY71KQ01 | 562546021 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142550006397 | 435 | 23.80 | 5/9/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | ERFBY71KQ02 | 562546021 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 130.39 | 5/10/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | DMWZZFTM100 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 60.76 | 5/10/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | D7FDPHR4X00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 3.82 | 5/10/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | D6CHRCYK700 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7869069 | 435 | 106.48 | 5/2/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E3TWX8D3W00 | 470874059 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 101.41 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D7PMP204L00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 20.37 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DVSVL8C1J00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 17.00 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | DQ90V73ZG00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 8.31 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | D08B35WJF00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817143550001196 | 435 | 99.36 | 5/12/2017 | 5/23/2017 | 5/23/2017 | 1 | 46501 | EHFBZBH2400 | 223510467 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540001673 | 435 | 61.70 | 5/11/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EKABY72T300 | 742802643 |

| FT Request Wire Activity Date | Wire Line Number | PH | Control | Suffix | Account | ENTITY/PLAN | Draft Acct No | Draft No | Claim Office | Claim Amt | DCI DT | ISS DT | RCD DT | CLMT | BIC | CLAIM ID | TIN NUMBER |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540003797 | 435 | 22.33 | 5/1/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E1TWX8GW500 | 463981689 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540005043 | 435 | 12.27 | 4/10/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EVJLYCH6300 | 382084239 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7867063 | 435 | 73.25 | 5/8/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | EATWY7D4G00 | 262150760 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7867063 | 435 | 23.55 | 5/8/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EZABX8JMY00 | 262150760 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 85.52 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DRWCRG5YR00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 139.99 | 5/8/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | DSY8PHFT900 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142580001581 | 435 | 23.55 | 5/5/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EG35Y35JR00 | 742515841 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142480003407 | 435 | 86.40 | 5/2/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ENPBY5TP800 | 273107766 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142580005492 | 435 | 5,506.30 | 5/3/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EKJLY5ZRM00 | 710905290 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142520002146 | 435 | 137.91 | 5/10/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ECJLY697Q00 | 270035984 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 24.39 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DBBWJCK7200 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 1,010.20 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | DGVQ8D37R00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 101.41 | 5/10/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | DK7R443F000 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 6.48 | 3/28/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D7YVNK28H00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540005043 | 435 | 5.91 | 5/11/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E2FBYDHJ500 | 382084239 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142520000323 | 435 | 53.82 | 4/21/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EYFBX61TF00 | 431956141 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540002928 | 435 | 209.70 | 3/11/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EK35Y6WCX00 | 272008627 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 3.46 | 5/13/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | DY5WG1MVR00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142570000385 | 435 | 94.00 | 5/11/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E0FBX86BT00 | 432042667 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 8.31 | 5/8/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DP73X26HN00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540006299 | 435 | 57.14 | 5/6/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EDFBY69WL00 | 320014517 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142520003529 | 435 | 42.39 | 5/5/2017 | 5/22/2017 | 5/22/2017 | 4 | 46501 | EX35X783L00 | 208920209 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540001673 | 435 | 116.90 | 5/16/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ELPBY75KF00 | 742802643 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142530001245 | 435 | 49.19 | 4/24/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ECABY567K00 | 454034067 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142550005298 | 435 | 66.28 | 5/17/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EWPBYFFZW00 | 752472510 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142550005298 | 435 | 53.63 | 5/17/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EWPBYFFZW01 | 752472510 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 13.49 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D1201SD6W00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 969.82 | 5/10/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DGVQ8CC7600 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 111.88 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DYG3FK7M700 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 47.14 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DQK7TRL5D00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 47.14 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DF04CNFPF00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 3.47 | 5/10/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D35SY0MC100 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540002928 | 435 | 270.90 | 5/4/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EJABY7ZNN00 | 272008627 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540002928 | 435 | 187.00 | 5/5/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EJFBY74M100 | 272008627 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540002928 | 435 | 41.00 | 5/6/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EJFBY74PV00 | 272008627 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540001673 | 435 | 70.00 | 5/16/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EPY0Y9R8C00 | 742802643 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142580001606 | 435 | 13.55 | 4/28/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | E5JLX6D4L00 | 742543414 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 11.82 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DKS636Z5X00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142550003745 | 435 | 373.52 | 5/7/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EVTWYBXY300 | 621656022 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142550005298 | 435 | 59.80 | 5/5/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EJY0Y5KPB00 | 752472510 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142550005298 | 435 | 53.49 | 5/9/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EMABY6NDG00 | 752472510 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817140510000573 | 435 | 67.79 | 4/18/2017 | 5/20/2017 | 5/22/2017 | 1 | 46501 | EYFBX6FK200 | 742844650 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142530001539 | 435 | 84.09 | 5/3/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | EPY0Y4Y0300 | 742730815 |

| FT Request Wire Activity Date | Wire Line Number | PH | Control | Suffix | Account | ENTITY/PLAN | Draft Acct No | Draft No | Claim Office | Claim Amt | DCI DT | ISS DT | RCD DT | CLMT | BIC | CLAIM ID | TIN NUMBER |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142530001539 | 435 | 30.96 | 5/6/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | EBFBY5V5F00 | 742730815 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9059 | 00000 | 195 | 0.01 | 4/10/2017 | 5/12/2017 | 5/23/2017 | 2 | 46501 | E1TWX8LQV00 | |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142500000897 | 435 | 73.58 | 4/10/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | E1TWX8LQV00 | 261973804 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 6.59 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DVJMLR9CC00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 365.05 | 5/4/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DRWCRCWQK00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | (365.05) | 5/4/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D1VP09CTZ01 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7868052 | 435 | 62.41 | 5/5/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EV35X8HZL00 | 742967614 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 6.15 | 5/8/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DDGPDKLZW00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 231.50 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D9K6KSB5D00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 17.66 | 5/14/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DWB9KBLX200 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 16.42 | 5/13/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DCP0G1FLT00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142510000834 | 435 | 1,400.46 | 5/9/2017 | 5/22/2017 | 5/22/2017 | 4 | 46501 | ECABY8VWL00 | 473829142 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540001029 | 435 | 500.34 | 5/13/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | ECABZBHLV00 | 742206635 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7869216 | 435 | 67.71 | 5/5/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ERNQY4NZS00 | 204088051 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142580006448 | 435 | 2,895.86 | 5/9/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | E4PBYBYSK00 | 200175530 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142580002226 | 435 | 36.26 | 4/22/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E135X84BV00 | 223875437 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142580000882 | 435 | 20.09 | 5/9/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | E135X9CHR00 | 741774447 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 49.34 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | D3G0XK8Y100 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 23.05 | 5/8/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DV05MM4XN00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142510005058 | 435 | 130.97 | 2/25/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ETJLYCGY200 | 651255384 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142550006397 | 435 | 72.89 | 5/7/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | E4FBX6M7J00 | 562546021 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 38.73 | 5/10/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D1VP0C30S00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142530002252 | 435 | 83.72 | 5/16/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ECABZBB3500 | 742901481 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 78.81 | 5/10/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | D1VP0CCXT00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 23.93 | 5/10/2017 | 5/24/2017 | 5/24/2017 | 4 | 41900 | DPHBWMK8Y00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7875039 | 435 | 12.24 | 5/22/2017 | 5/24/2017 | 5/24/2017 | 1 | 46500 | ELPBY9VM201 | |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7875039 | 435 | 2.76 | 5/22/2017 | 5/24/2017 | 5/24/2017 | 1 | 46500 | ELPBY9VM202 | |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 13.15 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DS4LQZMFR00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540005043 | 435 | 26.57 | 5/9/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EVABYCD3600 | 382084239 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 160.76 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D5V1SB7W800 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817140530000527 | 435 | 71.78 | 4/7/2017 | 5/20/2017 | 5/22/2017 | 1 | 46501 | ENY0Y469900 | 742870845 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142500000897 | 435 | 401.52 | 2/20/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EKTWY7H0T00 | 261973804 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540001673 | 435 | 286.30 | 5/16/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ENY0Y9CTS00 | 742802643 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 8.00 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 4 | 41900 | DBM3HWZ2800 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540003797 | 435 | 223.75 | 5/1/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EPY0Y64P700 | 463981689 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540005043 | 435 | 33.75 | 3/27/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EAJLY75L800 | 382084239 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540001673 | 435 | 33.54 | 5/15/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EDFBY91W900 | 742802643 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540005043 | 435 | 16.38 | 1/23/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EAJLY75HG00 | 382084239 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 192.55 | 5/10/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | DNPNY13QV00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 70.15 | 5/9/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | DQ0SVNX2200 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 0.18 | 5/9/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | DMCK0CF1500 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142520003213 | 435 | 107.66 | 5/2/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | E2FBX8C3J00 | 201234322 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 9.43 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DXXNGHGN300 | 6907058 |

| FT Request Wire Activity Date | Wire Line Number | PH | Control | Suffix | Account | ENTITY/PLAN | Draft Acct No | Draft No | Claim Office | Claim Amt | DCI DT | ISS DT | RCD DT | CLMT | BIC | CLAIM ID | TIN NUMBER |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142480006288 | 435 | 132.46 | 4/25/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | EXABX7ML100 | 320111545 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 25.63 | 5/8/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | D6MQQWQYJ00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142520006478 | 435 | 104.30 | 5/10/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EQABY9CN500 | 760010407 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817138480003504 | 435 | 427.70 | 4/24/2017 | 5/18/2017 | 5/18/2017 | 1 | 46501 | E902X3R6700 | 743019172 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142570000382 | 435 | 52.22 | 4/27/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EGTWY5V2F00 | 432032442 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540003147 | 435 | 13.55 | 4/24/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ERFBY5XWK00 | 272432027 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142500000897 | 435 | 761.60 | 5/5/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EVJLX9X8S00 | 261973804 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142580003533 | 435 | 14.65 | 5/5/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | E735X9CJK00 | 201487848 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142530000491 | 435 | 74.22 | 5/4/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | E735X7TXP00 | 450574896 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540001673 | 435 | 57.40 | 5/16/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E0Y0YB5Z300 | 742802643 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142530000491 | 435 | 16.89 | 5/4/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EJPBY5JLC00 | 450574896 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540006299 | 435 | 30.96 | 5/4/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EX35X7D4400 | 320014517 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142570000382 | 435 | 38.39 | 4/18/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ET35X7KB600 | 432032442 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 56.91 | 5/14/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D9K6KSKGV00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 1.46 | 5/14/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DV8DM6TB900 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | (1.46) | 5/4/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DNFFYFRM501 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 12.52 | 5/13/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D35SY1QFY00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142580004731 | 435 | 10.27 | 5/9/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EQTWY76BW00 | 464883357 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142520002146 | 435 | 29.28 | 3/17/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E9ABX58ZD00 | 270035984 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 35.24 | 5/9/2017 | 5/24/2017 | 5/24/2017 | 4 | 41900 | DJQ95202N00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 32.69 | 5/9/2017 | 5/24/2017 | 5/24/2017 | 4 | 41900 | D638RV2D400 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142560001391 | 435 | 23.55 | 5/9/2017 | 5/22/2017 | 5/22/2017 | 4 | 46501 | EK35Y5FX500 | 812369811 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 149.15 | 5/9/2017 | 5/24/2017 | 5/24/2017 | 5 | 41900 | DW22KRJBS00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 70.08 | 5/10/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | D3Q7X2DCJ00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 212.69 | 5/9/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DV05MMW9100 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 50.83 | 5/9/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D3G0XJGF000 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | (50.83) | 5/1/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DMWZZBCY201 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142580001074 | 435 | 141.21 | 5/5/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E4Y0X8B1J00 | 810681062 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142570004797 | 435 | 77.42 | 5/8/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E3TWX667300 | 741655329 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540001673 | 435 | 136.84 | 5/16/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EQJLZBRQ700 | 742802643 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540001673 | 435 | 401.10 | 5/13/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | E3ABYCQ1000 | 742802643 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142550003416 | 435 | 33.10 | 5/2/2017 | 5/22/2017 | 5/22/2017 | 4 | 46501 | EV35X9K2700 | 201691305 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540001673 | 435 | 9.80 | 5/13/2017 | 5/22/2017 | 5/22/2017 | 4 | 46501 | E2Y0X95FS00 | 742802643 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | (22.84) | 4/26/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DRM4RQ5RK01 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 230.23 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DTGQNM1C000 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142530005206 | 435 | 13.55 | 4/24/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E1ABYBMJK00 | 204255981 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142480003088 | 435 | 104.41 | 4/26/2017 | 5/22/2017 | 5/22/2017 | 1 | 41039 | E0FBYCF0100 | 272466786 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142480003088 | 435 | 89.70 | 4/12/2017 | 5/22/2017 | 5/22/2017 | 1 | 41039 | E335YD2LB00 | 272466786 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142480003088 | 435 | 89.34 | 4/26/2017 | 5/22/2017 | 5/22/2017 | 1 | 41039 | E3ABYD0SL00 | 272466786 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142480003088 | 435 | 104.41 | 4/12/2017 | 5/22/2017 | 5/22/2017 | 1 | 41039 | E0FBYCF0000 | 272466786 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142480003088 | 435 | 663.46 | 3/21/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EWPBYD69S00 | 272466786 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142480003088 | 435 | 317.13 | 3/28/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EWY0YDHH200 | 272466786 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142480003088 | 435 | 140.63 | 4/6/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EXABYCD7400 | 272466786 |

| FT Request Wire Activity Date | Wire Line Number | PH | Control | Suffix | Account | ENTITY/PLAN | Draft Acct No | Draft No | Claim Office | Claim Amt | DCI DT | ISS DT | RCD DT | CLMT | BIC | CLAIM ID | TIN NUMBER |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142480003088 | 435 | 18.22 | 3/28/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E2PBYB5X700 | 272466786 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142570002820 | 435 | 527.61 | 5/5/2017 | 5/22/2017 | 5/22/2017 | 4 | 46501 | ERNQY3JJY00 | 743016407 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142570002820 | 435 | 40.00 | 5/5/2017 | 5/22/2017 | 5/22/2017 | 4 | 46501 | ERNQY3JJY01 | 743016407 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540001673 | 435 | 121.72 | 5/11/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E8PBX9KC000 | 742802643 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540005043 | 435 | 7.19 | 5/12/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EPABY87TM00 | 382084239 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 449.86 | 5/9/2017 | 5/24/2017 | 5/24/2017 | 5 | 41900 | DB2NJSWRM00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540001673 | 435 | 76.44 | 5/11/2017 | 5/22/2017 | 5/22/2017 | 5 | 46501 | E8FBYC4LH00 | 742802643 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142580000665 | 435 | 38.84 | 5/8/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | E8PBX686K00 | 450510714 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142510003507 | 435 | 90.34 | 5/5/2017 | 5/22/2017 | 5/22/2017 | 5 | 46501 | ELFBY7D0K00 | 611539254 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142510003507 | 435 | 62.39 | 5/9/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | ELY0Y63DF00 | 611539254 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817143540004313 | 435 | 139.12 | 4/11/2017 | 5/23/2017 | 5/23/2017 | 1 | 46501 | ETTWXZ66H00 | 742871470 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817143540004313 | 435 | 4.76 | 4/11/2017 | 5/23/2017 | 5/23/2017 | 1 | 46501 | ETTWXZ66H02 | 742871470 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 8.80 | 5/8/2017 | 5/24/2017 | 5/24/2017 | 6 | 41900 | DNPNY0K2X00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142550006397 | 435 | 30.96 | 5/8/2017 | 5/22/2017 | 5/22/2017 | 6 | 46501 | EZ35X7TVV00 | 562546021 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 500.38 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DF8CC6FDG00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 28.14 | 5/10/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DKHZ3NV8K00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142560001355 | 435 | 685.70 | 5/10/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E6Y0YC46N00 | 453711797 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540001426 | 435 | 90.28 | 5/10/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E7TWYBF8C00 | 742652339 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142520000323 | 435 | 59.85 | 4/21/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EXTWX61TQ00 | 431956141 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540001426 | 435 | 2.76 | 5/10/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E7TWYBF8C01 | 742652339 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540001426 | 435 | (2.76) | 5/10/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E7TWYBF8C01 | 742652339 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | (6.59) | 4/28/2017 | 5/24/2017 | 5/24/2017 | 3 | 41900 | DNFFYCG2Z01 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142520002612 | 435 | 107.80 | 5/9/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | E5TWYB0SK00 | 742965954 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142500002605 | 435 | 78.38 | 5/1/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EPY0Y7Q7L00 | 461115446 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142520002612 | 435 | 57.80 | 5/15/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | E6Y0YDZJX00 | 742965954 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142520002612 | 435 | 57.80 | 5/8/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | E535YDP3J00 | 742965954 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142520002612 | 435 | 42.37 | 5/10/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | E6FBYDMPL00 | 742965954 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142520002612 | 435 | 42.37 | 5/9/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | E5JLYB0SP00 | 742965954 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7867063 | 435 | 33.55 | 2/27/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | ECJLY7VPV00 | 262150760 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 9.43 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | DCY7FK3VG00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 66.72 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DVJMLRC7V00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 146.36 | 5/9/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DGLH8TKPH00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 28.14 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 3 | 41900 | DL9N291K100 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 8.70 | 5/9/2017 | 5/24/2017 | 5/24/2017 | 3 | 41900 | D0033MNZ900 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 1.68 | 5/9/2017 | 5/24/2017 | 5/24/2017 | 3 | 41900 | D3G0XJHP900 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 55.69 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | D2XKYJKTC00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142580005002 | 435 | 79.94 | 5/16/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E6FBYDJVX00 | 202673482 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142580005002 | 435 | 48.56 | 5/18/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | E8FBYFQJ200 | 202673482 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | (84.30) | 4/26/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | D8H9MGVYL01 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817144580006010 | 435 | 932.15 | 4/26/2017 | 5/24/2017 | 5/24/2017 | 1 | 46500 | E0PBYBBQX00 | 273950390 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817144530005984 | 435 | 150.00 | 5/10/2017 | 5/24/2017 | 5/24/2017 | 1 | 46501 | E6FBYDC3T00 | 311805826 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142510001106 | 435 | 163.43 | 5/3/2017 | 5/22/2017 | 5/22/2017 | 4 | 46501 | EHY0Y4XSW00 | 262730006 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142510001106 | 435 | 11.43 | 5/3/2017 | 5/22/2017 | 5/22/2017 | 4 | 46501 | EHY0Y4XSW01 | 262730006 |

| FT Request Wire Activity Date | Wire Line Number | PH | Control | Suffix | Account | ENTITY/PLAN | Draft Acct No | Draft No | Claim Office | Claim Amt | DCI DT | ISS DT | RCD DT | CLMT | BIC | CLAIM ID | TIN NUMBER |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142550005298 | 435 | 116.06 | 5/17/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EYFBYCMX201 | 752472510 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142550005298 | 435 | 96.78 | 5/17/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EYFBYCMX200 | 752472510 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142550005298 | 435 | 2.63 | 5/17/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EYFBYCMX202 | 752472510 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7868751 | 435 | 77.66 | 1/20/2017 | 5/22/2017 | 5/22/2017 | 3 | 46500 | EX35X84M904 | 274579107 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142520003296 | 435 | 52.28 | 5/2/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ECTWY5S2T00 | 201377587 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 75.48 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DHXM6JQZX00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142520003828 | 435 | 23.55 | 3/28/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E3TWX6SY600 | 202373111 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 6.15 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DH3Y7YDCV00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 411.01 | 5/8/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DF8CC4P4H00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 18.48 | 5/10/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DRWCRDLCH00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142520003296 | 435 | 160.54 | 5/3/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EGTWY5Z2V00 | 201377587 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540001029 | 435 | 212.61 | 5/12/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ECJLY98ZX00 | 742206635 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540005043 | 435 | 29.29 | 5/12/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EFY0Y9P5M00 | 382084239 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540000383 | 435 | 605.64 | 4/24/2017 | 5/22/2017 | 5/22/2017 | 4 | 46501 | E3TWX85KP00 | 260834681 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540000383 | 435 | 209.56 | 5/2/2017 | 5/22/2017 | 5/22/2017 | 4 | 46501 | EMTWY8RLN00 | 260834681 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142510002361 | 435 | 69.50 | 5/8/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EDY0Y460S00 | 742876515 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142500004141 | 435 | 29.75 | 3/25/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EPPBY4RDP00 | 208100662 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7867447 | 435 | 1,996.94 | 4/6/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ECTWY5L4N00 | 742569713 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142510004016 | 435 | 67.96 | 5/4/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EKABY769Y00 | 205876191 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 134.47 | 5/14/2017 | 5/24/2017 | 5/24/2017 | 3 | 41900 | D1B71BMPW00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 56.99 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 3 | 41900 | DX3ZHX56M00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142560001391 | 435 | 86.62 | 4/25/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E5ABX6F9G00 | 812369811 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142580001570 | 435 | 111.00 | 3/31/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EQABY7JQ600 | 812751014 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142580001570 | 435 | 46.00 | 4/1/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E2PBX7TW600 | 812751014 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142480001582 | 435 | 47.77 | 4/26/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EMABY6NC400 | 742649727 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9061 | 00000 | 435 | 5.42 | 5/8/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | ETJLYC4M100 | 741721807 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | (205.99) | 4/27/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D8H9MH0XY01 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142550001195 | 435 | 23.55 | 5/9/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E6FBX9S2C00 | 742231007 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 81.42 | 5/9/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D51CTQB9900 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 19.48 | 5/10/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | DW22KS1P700 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 141.58 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DKHZ3PN5P00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 9.56 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DMCK0DXCJ00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 553.24 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 4 | 41900 | DYQBF2Q9300 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 138.23 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 4 | 41900 | D2NBZ09RY00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | (183.16) | 4/25/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | D3ZGWFLN501 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142480003088 | 435 | 744.68 | 3/23/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EWFBYD5XZ00 | 272466786 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142480003088 | 435 | 19.38 | 3/23/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E1TWYDZTC00 | 272466786 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142480003088 | 435 | 18.98 | 3/23/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E2FBYDW1400 | 272466786 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142480003088 | 435 | 5.70 | 3/16/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EKJLZBZF900 | 272466786 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142560001711 | 435 | 157.10 | 1/21/2017 | 5/22/2017 | 5/22/2017 | 4 | 46501 | EWY0X8X9Y00 | 263934005 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142510004913 | 435 | 23.55 | 5/8/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | E9JBX4PR000 | 20692909 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142580002226 | 435 | 81.47 | 4/20/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ELY0Y476W00 | 223875437 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142550001611 | 435 | 504.00 | 4/10/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ERWYY3BXR00 | 742661711 |

| FT Request Wire Activity Date | Wire Line Number | PH | Control | Suffix | Account | ENTITY/PLAN | Draft Acct No | Draft No | Claim Office | Claim Amt | DCI DT | ISS DT | RCD DT | CLMT | BIC | CLAIM ID | TIN NUMBER |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540001673 | 435 | 76.44 | 5/16/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EAABY86F300 | 742802643 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540001673 | 435 | 58.80 | 5/16/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E3ABYFJY800 | 742802643 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 613.24 | 5/9/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DBBWJB9XD00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 60.26 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | DF04CNLS400 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540001029 | 435 | 1,022.05 | 5/8/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EPABY8R2J00 | 742206635 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540001500 | 435 | 6.58 | 5/8/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EKABY7C0000 | 742718967 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 139.00 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 3 | 41900 | DVSVL7WZN00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | (139.00) | 4/30/2017 | 5/24/2017 | 5/24/2017 | 3 | 41900 | D4S4V2QP201 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142520000584 | 435 | 1,281.31 | 5/10/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EJPBY9DL100 | 233069260 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540005043 | 435 | 80.35 | 5/9/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EBPBY6C4Q00 | 382084239 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540005043 | 435 | 22.16 | 5/9/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EBPBY6C4Q01 | 382084239 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 93.44 | 5/9/2017 | 5/24/2017 | 5/24/2017 | 4 | 41900 | D0033MXQ900 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 21.28 | 5/9/2017 | 5/24/2017 | 5/24/2017 | 4 | 41900 | DBM3HVP0B00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142510003507 | 435 | 122.73 | 5/8/2017 | 5/22/2017 | 5/22/2017 | 4 | 46501 | ELPBY5FCR00 | 611539254 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 53.50 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 3 | 41900 | DC4KGZNNP00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142550004639 | 435 | 665.00 | 5/2/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EBY0Y73WM00 | 741393060 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142570000717 | 435 | 59.84 | 5/3/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ER57Y56QG00 | 473681876 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142570002820 | 435 | 490.02 | 5/6/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | ER57Y5GYG00 | 743016407 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142570002820 | 435 | 315.77 | 5/6/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | ERFBY5GLS00 | 743016407 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142570002820 | 435 | 20.00 | 5/6/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | ER57Y5GYG01 | 743016407 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142480001582 | 435 | 10.43 | 4/24/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EMTWY6CX000 | 742649727 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | (515.29) | 5/3/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DH3Y7T5XX01 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142580003043 | 435 | 673.40 | 5/4/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | ENY0Y47LB00 | 742988134 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817139580001450 | 435 | 105.87 | 3/8/2017 | 5/19/2017 | 5/19/2017 | 1 | 46501 | EGABY3JZC00 | 463316030 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 499.12 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DSP1Q02G700 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817144600005004 | 435 | 60,450.35 | 4/28/2017 | 5/24/2017 | 5/24/2017 | 1 | 46501 | EHY0Y4T9000 | 741180155 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142570006773 | 435 | 136.10 | 2/10/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EMJLY5XLT00 | 300520570 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 8.54 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 4 | 41900 | D0SS291HD00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 5.96 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | D3Q7X42N300 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 27.02 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DQ90V8C5200 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | (12.97) | 5/1/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DVSVL487Q01 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | (303.22) | 5/1/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D3Q7WZ7RQ01 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142510004108 | 435 | 69.61 | 5/1/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EFFBY5QPN00 | 463957299 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 58.16 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DRM4RXJP600 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 3.40 | 5/9/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DLV319NSZ00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142550003371 | 435 | 53.82 | 4/26/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | E735X67K900 | 272453492 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 388.29 | 5/9/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | D1201RLLT00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 5.33 | 5/9/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | DHXM6GQ3700 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 4.69 | 5/9/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | DQTGT8CKL00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9059 | 00000 | 469 | 0.01 | 4/21/2017 | 5/9/2017 | 5/22/2017 | 1 | 46501 | E8FBX62TP00 | |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142520003472 | 435 | 28.64 | 4/27/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EJY0ZBX6P00 | 272466786 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142500004572 | 435 | 36.26 | 4/20/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ECTWY572200 | 721587400 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 369.22 | 5/8/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D7PMP09NV00 | 6907058 |

| FT Request Wire Activity Date | Wire Line Number | PH | Control | Suffix | Account | ENTITY/PLAN | Draft Acct No | Draft No | Claim Office | Claim Amt | DCI DT | ISS DT | RCD DT | CLMT | BIC | CLAIM ID | TIN NUMBER |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 55.69 | 5/10/2017 | 5/24/2017 | 5/24/2017 | 3 | 41900 | DXD6HF8PJ00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142510000986 | 435 | 65.25 | 5/10/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | E8Y0X90P200 | 742039068 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 21.56 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | D1B71BBMC00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 147.60 | 5/10/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D1VP0C5D200 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 4.00 | 5/8/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DM3B0TTH400 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 411.01 | 5/9/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D1201RJ9P00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 40.50 | 5/9/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D23WZW9X700 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7877487 | 435 | 48.70 | 3/3/2017 | 5/24/2017 | 5/24/2017 | 2 | 46501 | ELFBY2QJV00 | 201494502 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540001673 | 435 | 121.72 | 5/13/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EMTWY84DM00 | 742802643 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 29.94 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DXXNGHJJ400 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7867056 | 435 | 33.08 | 5/9/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EHFBY7FLL00 | 474281011 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540005043 | 435 | 14.40 | 5/9/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EXABX9DNS00 | 382084239 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | (37.65) | 5/5/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DGVQ89F4X01 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540001673 | 435 | 72.67 | 4/25/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ETABYGLF100 | 742802643 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540001673 | 435 | 127.05 | 5/11/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E8PBX85Q800 | 742802643 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540001673 | 435 | 57.35 | 5/16/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E0Y0YCXYT00 | 742802643 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | (17.73) | 5/3/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D2NBYW7ZX01 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142560003581 | 435 | 422.50 | 4/20/2017 | 5/22/2017 | 5/22/2017 | 1 | 46500 | EWY0X7JT700 | 205421894 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817139560001601 | 435 | 781.00 | 2/21/2017 | 5/19/2017 | 5/19/2017 | 2 | 46501 | E4PBX0FNX00 | 273602487 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142510003508 | 435 | 112.58 | 5/10/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EDY0Y459N00 | 204786161 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142500001202 | 435 | 94.05 | 5/10/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EMJLY6ZY200 | 453083412 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 5.14 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D1201SWN100 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 5.08 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D08B37BG700 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817139560002776 | 435 | 367.50 | 2/13/2017 | 5/19/2017 | 5/19/2017 | 1 | 46501 | EXTWW4PKQ01 | 742975393 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142550003745 | 435 | 277.16 | 5/9/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E7ABX9J4L00 | 621656022 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 243.37 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | DTQYN4CS000 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142570000382 | 435 | 18.14 | 4/28/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | EJPBY5TXQ00 | 432032442 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | (27.66) | 4/29/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D0033JK5601 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142500001560 | 435 | 53.82 | 5/2/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EDPBY43YV00 | 742566810 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 31.43 | 5/8/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D4HXVMV8V00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142520002340 | 435 | 53.82 | 5/5/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ETABYB09W00 | 742857700 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 695.32 | 5/8/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DV05MM4TV00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 515.71 | 5/10/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DGLH8TS1700 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | (50.69) | 5/5/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DVJMLN8QG01 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142560001683 | 435 | 66.12 | 5/3/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E1TWX79SV00 | 742768498 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142560001521 | 435 | 41.21 | 5/10/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EXABYBK0J00 | 742554159 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142560001521 | 435 | 27.05 | 5/10/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E9JBX54DW00 | 742554159 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 155.38 | 5/9/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DFJLBPSQC00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 250.08 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DY5WG21KN00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 22.17 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D6MQQYXS900 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540005043 | 435 | 43.76 | 5/9/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EATWY79W100 | 382084239 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 17.98 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 4 | 41900 | DFSTB942P00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7867872 | 435 | 20.96 | 4/18/2017 | 5/22/2017 | 5/22/2017 | 4 | 46501 | ET35X8L7800 | 742852150 |

| FT Request Wire Activity Date | Wire Line Number | PH | Control | Suffix | Account | ENTITY/PLAN | Draft Acct No | Draft No | Claim Office | Claim Amt | DCI DT | ISS DT | RCD DT | CLMT | BIC | CLAIM ID | TIN NUMBER |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142580003115 | 435 | 54.05 | 5/4/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | E2FBX9J0H00 | 461450004 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 695.32 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DPHBWNF5L00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142530000210 | 435 | 1,075.00 | 5/2/2017 | 5/22/2017 | 5/22/2017 | 1 | 46500 | EVTWX797Y01 | 472088639 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142530000210 | 435 | 352.50 | 5/2/2017 | 5/22/2017 | 5/22/2017 | 1 | 46500 | EVTWX797Y00 | 472088639 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540006299 | 435 | 42.39 | 5/1/2017 | 5/22/2017 | 5/22/2017 | 4 | 46501 | EWY0X8HDJ00 | 320014517 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540006299 | 435 | 42.39 | 5/1/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EVTWX8TLQ00 | 320014517 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142570005268 | 435 | 13.55 | 5/4/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | E2FBX9W9C00 | 364499273 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142480003088 | 435 | 278.74 | 3/31/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EVTWYDTPF00 | 272466786 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142480003088 | 435 | 65.90 | 3/31/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E1JLYD0LD00 | 272466786 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142480003088 | 435 | 65.90 | 3/27/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E1ABYDWW700 | 272466786 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540006299 | 435 | 56.84 | 4/30/2017 | 5/22/2017 | 5/22/2017 | 4 | 46501 | ETABX822X00 | 320014517 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142580001570 | 435 | 66.00 | 3/27/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EHY0Y6VPH00 | 812751014 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142570002820 | 435 | 152.60 | 4/4/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EWY0X92X400 | 743016407 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142570002820 | 435 | 19.85 | 4/4/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EWY0X92X401 | 743016407 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 1.36 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DGVQ8D5T300 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142550005298 | 435 | 32.73 | 5/8/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EMTWY65C300 | 752472510 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142550005298 | 435 | 32.73 | 5/4/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EK35Y4CPG00 | 752472510 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 146.36 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | D59LT8KNZ00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7867063 | 435 | 89.25 | 5/3/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EXJLX6M9T00 | 262150760 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 471.80 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DXNFH07P300 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142550001858 | 435 | 12.54 | 3/6/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ETJLYCRTX00 | 264105496 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540005043 | 435 | 17.37 | 5/1/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EA35Y61SM00 | 382084239 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142580003115 | 435 | 23.55 | 5/8/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ESFBX9MZM00 | 461450004 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142530005206 | 435 | 13.55 | 5/3/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | E7TWYB61N00 | 204255981 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 37.65 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D1LG0VQML00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 22.84 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DJQ953K9J00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 171.80 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DJG25KD3C00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142520000584 | 435 | 1,221.77 | 5/10/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E1JLYC74700 | 233069260 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 40.46 | 5/9/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DRM4RVT8G00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142520003296 | 435 | 68.27 | 5/4/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EDY0Y3ZXX00 | 201377587 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142520003296 | 435 | 22.84 | 5/4/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EDY0Y3ZXX01 | 201377587 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142520003472 | 435 | 628.99 | 5/8/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E5ABYCNKR00 | 272466786 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142520003472 | 435 | 86.20 | 5/8/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EMTWZBNYM00 | 272466786 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142520003472 | 435 | 30.33 | 4/26/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EMABZBYF900 | 272466786 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 734.61 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DPHBWN8XP00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 364.38 | 5/8/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DFSTB88PX00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142550005298 | 435 | 53.82 | 5/8/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EPFBY61KS00 | 752472510 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 260.47 | 5/10/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DJQ952BJP00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142520003296 | 435 | 56.82 | 5/4/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EGJLY5RSB00 | 201377587 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142580001581 | 435 | 33.10 | 5/11/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | EPY0Y7QB000 | 742515841 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817140510000573 | 435 | 67.79 | 4/12/2017 | 5/20/2017 | 5/22/2017 | 1 | 46501 | EXABX6FK000 | 742844650 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 9.39 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | DD6GF2MV000 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 0.27 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | DS4LQYTFM00 | 6907058 |

| FT Request Wire Activity Date | Wire Line Number | PH | Control | Suffix | Account | ENTITY/PLAN | Draft Acct No | Draft No | Claim Office | Claim Amt | DCI DT | ISS DT | RCD DT | CLMT | BIC | CLAIM ID | TIN NUMBER |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142500004572 | 435 | 36.26 | 5/2/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EK35Y5PXY00 | 721587400 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 65.70 | 5/9/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D23WZWF8700 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540001673 | 435 | 121.72 | 5/10/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EZABX9JG500 | 742802643 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 210.91 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D98ZL8HWV00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 108.01 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DF04CNG3Z00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 22.73 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DWB9K9RGT00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 20.29 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DKHZ3P30200 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142500003542 | 435 | 54.64 | 5/3/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EXABX7T5M00 | 204821470 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142510005090 | 435 | 35.26 | 5/10/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EA35Y539S00 | 30451788 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540001673 | 435 | 343.60 | 5/16/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EM35ZBDRP00 | 742802643 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142520002527 | 435 | 53.82 | 5/5/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EAABY4K8Y00 | 461050665 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142580003145 | 435 | 1,197.00 | 4/28/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EV35X8MHL00 | 743019172 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540001673 | 435 | 330.40 | 5/10/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ERFBY8FWT00 | 742802643 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142510002661 | 435 | 51.23 | 5/10/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EFY0Y7VXM00 | 742966092 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 552.18 | 5/10/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | D6MQQX4YP00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142480003088 | 435 | 409.96 | 4/20/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ELPBY648M00 | 272466786 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142480003088 | 435 | 30.33 | 4/27/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EVTWYCC1P00 | 272466786 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540002258 | 435 | 94.26 | 5/8/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EDPBY372J00 | 742943225 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142580006447 | 435 | 149.54 | 5/12/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EC35Y7DN700 | 753051169 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142580006447 | 435 | 8.22 | 5/12/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EC35Y7DN701 | 753051169 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142520003472 | 435 | 85.74 | 3/3/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EMTWY85P600 | 272466786 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142580006447 | 435 | 8.22 | 3/13/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EQJLZBQVC00 | 753051169 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817143550001196 | 435 | 50.28 | 5/15/2017 | 5/23/2017 | 5/23/2017 | 1 | 46501 | ESFBYFYNL00 | 223510467 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 28.14 | 5/10/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | DDGPDLBGX00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7868388 | 435 | 43.55 | 5/10/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | E6FBX98LY00 | 272620340 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817138490003391 | 435 | (128.42) | 3/2/2017 | 5/18/2017 | 5/18/2017 | 1 | 46501 | EBY0YBMG202 | 208038092 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817138490003391 | 435 | 194.27 | 3/2/2017 | 5/18/2017 | 5/18/2017 | 1 | 46501 | EBY0YBMG202 | 208038092 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142580001581 | 435 | 108.63 | 5/10/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | EPABY7KKN00 | 742515841 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142580001581 | 435 | 18.66 | 5/10/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | EPFBY7ZT700 | 742515841 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 399.96 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DKS6372F900 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 138.64 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DX3ZHXKLW00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 75.48 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DC4KGYVVS00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142580005315 | 435 | 53.82 | 5/3/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EQABY7K2J00 | 680501547 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 8.70 | 5/10/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | DMCK0CRXW00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 333.89 | 5/10/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DH3Y7WNLX00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 4.01 | 5/10/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DXNFGYJMG00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | (147.60) | 5/6/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DNFFYGHZ801 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 58.77 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DHXM6HBZ300 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 46.14 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D9K6KS0VN00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142510005058 | 435 | 41.48 | 5/1/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EQABY5L7W00 | 651255384 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 6.59 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D0033PL0G00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 87.99 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DTGQNMWVD00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 18.48 | 5/10/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DSDTQG9BG00 | 6907058 |

| FT Request Wire Activity Date | Wire Line Number | PH | Control | Suffix | Account | ENTITY/PLAN | Draft Acct No | Draft No | Claim Office | Claim Amt | DCI DT | ISS DT | RCD DT | CLMT | BIC | CLAIM ID | TIN NUMBER |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 1,051.90 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 4 | 41900 | D7PMP2WPN00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 26.39 | 5/8/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | D872N2GCW00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | (1,051.90) | 5/2/2017 | 5/24/2017 | 5/24/2017 | 4 | 41900 | DG219P1WY01 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142560001521 | 435 | 36.03 | 4/11/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EZABYC2GD00 | 742554159 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540005043 | 435 | 130.30 | 5/8/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E0PBX9D1T00 | 382084239 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7867590 | 435 | 27.12 | 5/9/2017 | 5/22/2017 | 5/22/2017 | 4 | 41039 | E4FBYCW0500 | 454852145 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142520000584 | 435 | 1,225.11 | 5/9/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EDFBY8VB200 | 233069260 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7867577 | 435 | 30.96 | 5/3/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EXTWX7CX700 | 742733873 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | (8.29) | 5/5/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | DWVRJ9M7101 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 2,243.07 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 3 | 41900 | DCP0G082Q00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540001426 | 435 | 91.62 | 5/5/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | EMJLY49X000 | 742652339 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142570001141 | 435 | 41.30 | 5/9/2017 | 5/22/2017 | 5/22/2017 | 8 | 46501 | EHFBY6L9Y00 | 742134317 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142520003446 | 435 | 13.55 | 5/3/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | EPY0Y64QX00 | 204701276 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 12.97 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DQTGT95B800 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142560003715 | 435 | 17.47 | 3/20/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E4Y0X8J5X00 | 205684282 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 210.93 | 5/8/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DGLH8T26B00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142530001539 | 435 | 61.23 | 5/3/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | EQJLY454G00 | 742730815 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142530001539 | 435 | 53.82 | 5/3/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EQABY5DLX00 | 742730815 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142530001539 | 435 | 23.55 | 5/4/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | EQ35Y3RG200 | 742730815 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 11.85 | 5/8/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | DMMRZWHLS00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 8.70 | 5/8/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | DJ5V5ZNWM00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142510005243 | 435 | 36.26 | 5/8/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EZJLX6S1400 | 203643232 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540003797 | 435 | 140.12 | 5/2/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EWY0X97KB00 | 463981689 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 718.28 | 5/9/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DNFFYH8T100 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 121.58 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 3 | 41900 | DHXM6JR1W00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 8.70 | 5/9/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DXD6HDQVY00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 5.33 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 3 | 41900 | DXNFH08CD00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 4.69 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 3 | 41900 | D59LT9SZC00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7868052 | 435 | 34.98 | 5/9/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ETTWYBPB300 | 742967614 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 289.24 | 5/13/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DMCK0F1W000 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142520001647 | 435 | 131.08 | 4/29/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ETABX9QWN00 | 742650160 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142500000897 | 435 | 401.52 | 4/30/2017 | 5/22/2017 | 5/22/2017 | 4 | 46501 | E1JLX8L9G00 | 261973804 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9059 | 00000 | 195 | 0.01 | 4/30/2017 | 5/11/2017 | 5/23/2017 | 4 | 46501 | E1JLX8L9G00 | |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540001673 | 435 | 286.30 | 5/16/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | E2PBYCW3F00 | 742802643 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142510004913 | 435 | 23.55 | 5/3/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | ELFBY6RVG00 | 20692909 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540002415 | 435 | 79.21 | 5/3/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EJFBY56RF01 | 742985661 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540002415 | 435 | 18.83 | 5/3/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EJFBY56RF00 | 742985661 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 23.64 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 3 | 41900 | DSP1Q09FH00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 138.64 | 5/14/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D3G0XL7DC00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 58.16 | 5/13/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D2NBYZT8R00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540006299 | 435 | 65.25 | 5/4/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | ETJLYBCHZ00 | 320014517 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 14.66 | 5/10/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DRBXSBR1800 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 2.02 | 5/10/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DWB9K9GKR00 | 6907058 |

| FT Request Wire Activity Date | Wire Line Number | PH | Control | Suffix | Account | ENTITY/PLAN | Draft Acct No | Draft No | Claim Office | Claim Amt | DCI DT | ISS DT | RCD DT | CLMT | BIC | CLAIM ID | TIN NUMBER |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 112.22 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | DLV31BMNY00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 93.44 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 3 | 41900 | D59LT8DWS00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 2.49 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DMCK0DV6Z00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540005043 | 435 | 22.16 | 4/20/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EDPBY7SM800 | 382084239 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 213.73 | 5/8/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | DZ7SD3GJF00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 17.64 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | DB2NJV3MB00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7869069 | 435 | 72.58 | 5/4/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E6Y0YBCQ700 | 470874059 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 630.64 | 5/13/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DWVRJDCW400 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | (697.18) | 5/4/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DCP0FXZFB01 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 171.80 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DNPNY1KTV00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 467.47 | 5/9/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D7FDPHDQV00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 319.17 | 5/9/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DGLH8TKQ500 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540001673 | 435 | 404.25 | 5/18/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | E7JLYFS0Y00 | 742802643 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142500000897 | 435 | 761.60 | 4/27/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EYPBX7V2D00 | 261973804 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142530001079 | 435 | 31.55 | 5/7/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E9ABX4NMK00 | 742247256 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142570005268 | 435 | 261.88 | 4/20/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E4Y0X6D0Y00 | 364499273 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 37.65 | 5/8/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D638RTTFJ00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540006299 | 435 | 287.97 | 5/4/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EWFBX85T400 | 320014517 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540006299 | 435 | 20.00 | 5/4/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EWFBX85T401 | 320014517 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 1,044.46 | 5/14/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DNPNY2CS500 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142560003715 | 435 | 29.75 | 3/19/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EYPBX8J6500 | 205684282 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 122.20 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DLKW1SXTP00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142550005298 | 435 | 32.73 | 5/8/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ENPBY61KM00 | 752472510 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142550005298 | 435 | 32.73 | 5/4/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EKABY5KL800 | 752472510 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142550005298 | 435 | 17.06 | 5/9/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ENPBY61KM00 | 752472510 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142550005298 | 435 | 15.67 | 5/9/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ENPBY61KM02 | 752472510 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 365.05 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 3 | 41900 | DPHBWN95Z00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 76.88 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DBBWJBZ1S00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 581.86 | 5/9/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | DW22KRG5X00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 0.43 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | D2D3ZGV5K00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142520000584 | 435 | 4,568.77 | 5/6/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EDY0Y5FDG00 | 233069260 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142520000584 | 435 | 411.71 | 5/6/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EDY0Y5FDG01 | 233069260 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540001673 | 435 | 57.35 | 5/15/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EHY0Y9QQC00 | 742802643 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142510002661 | 435 | 43.82 | 5/8/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EJABY602200 | 742966092 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 102.94 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 5 | 41900 | DM3B0WD1V00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142480001723 | 435 | 254.93 | 5/8/2017 | 5/22/2017 | 5/22/2017 | 5 | 46501 | ELY0Y6ZWF00 | 742744011 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7868388 | 435 | 155.55 | 5/8/2017 | 5/22/2017 | 5/22/2017 | 5 | 46501 | EHFBY566L00 | 272620340 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7868388 | 435 | 23.55 | 5/9/2017 | 5/22/2017 | 5/22/2017 | 5 | 46501 | E6FBX98H600 | 272620340 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 8.31 | 5/10/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DJG25K2ZM00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7869612 | 435 | 27.12 | 5/12/2017 | 5/22/2017 | 5/22/2017 | 1 | 41039 | EVJLYCLWN00 | 638503945 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142510005337 | 435 | 23.55 | 5/3/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EZ35X7R4800 | 710894171 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 28.14 | 5/4/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D4HXVQJ8F00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | (28.14) | 5/4/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DDQXD1N3T01 | 6907058 |

| FT Request Wire Activity Date | Wire Line Number | PH | Control | Suffix | Account | ENTITY/PLAN | Draft Acct No | Draft No | Claim Office | Claim Amt | DCI DT | ISS DT | RCD DT | CLMT | BIC | CLAIM ID | TIN NUMBER |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 6.15 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D7YVNM05P00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 37.65 | 5/8/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D0033MH3T00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142500001879 | 435 | 140.12 | 3/24/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | PAABWPHB000 | 263952333 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 411.01 | 5/9/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | D8H9MM5Z500 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 365.05 | 5/9/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | DXNFGY8KG00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 268.39 | 5/9/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | DVSVL75Q400 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 2.21 | 5/9/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | DCP0FZLWL00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142560004164 | 435 | 88.79 | 5/17/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EHFBZBHL600 | 943427453 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142560001592 | 435 | 16.73 | 5/3/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ESPBX7FNZ00 | 742726404 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142560003715 | 435 | 29.75 | 3/18/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ECJLY5YGX00 | 205684282 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7874536 | 435 | 9.96 | 5/18/2017 | 5/23/2017 | 5/23/2017 | 3 | 46500 | EJFBZC04D02 | |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7874536 | 435 | 0.04 | 5/18/2017 | 5/23/2017 | 5/23/2017 | 3 | 46500 | EJFBZC04D01 | |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 10.36 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D872N3WVN00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7867453 | 435 | 90.00 | 4/7/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EG35Y3LHF00 | 263345751 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540001632 | 435 | 13.55 | 5/8/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | ECABY7B4K00 | 742787166 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142580001606 | 435 | 108.63 | 5/1/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ELY0Y5DZ300 | 742543414 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 3,036.98 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DWLJJV1VZ00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 635.34 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DQ0SVPMYF00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 739.26 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 5 | 41900 | DLKW1V0XD00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142550002769 | 435 | 81.51 | 4/15/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EWY0YBFVX00 | 271121048 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142550002769 | 435 | 26.87 | 4/19/2017 | 5/22/2017 | 5/22/2017 | 6 | 46501 | EVTWYBR0600 | 271121048 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142550002769 | 435 | 10.87 | 4/17/2017 | 5/22/2017 | 5/22/2017 | 6 | 46501 | EVTWYBR0600 | 271121048 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142550002769 | 435 | 8.98 | 4/15/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EWY0YBFVX01 | 271121048 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142550002769 | 435 | 5.54 | 4/18/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EWY0YBFVX01 | 271121048 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142550002769 | 435 | 4.72 | 4/19/2017 | 5/22/2017 | 5/22/2017 | 6 | 46501 | EVTWYBR0601 | 271121048 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142510002933 | 435 | 35.81 | 5/4/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EJABY6MTM00 | 746002248 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142550003371 | 435 | 105.64 | 5/9/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EKJLY69RK00 | 272453492 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142510004108 | 435 | 45.32 | 3/9/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EZ35X692Q00 | 463957299 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 253.80 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 5 | 41900 | D7FDPJHLK00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142500000897 | 435 | 761.60 | 5/1/2017 | 5/22/2017 | 5/22/2017 | 4 | 46501 | EV35YBW8700 | 261973804 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142570001141 | 435 | 63.96 | 5/4/2017 | 5/22/2017 | 5/22/2017 | 4 | 46501 | EAABY3B3Z00 | 742134317 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7867618 | 435 | 43.82 | 5/3/2017 | 5/22/2017 | 5/22/2017 | 4 | 46501 | ESFBX77NH00 | 742771845 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7866917 | 435 | 23.55 | 5/5/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | E735X7CTJ00 | 451646930 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 27.00 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 3 | 41900 | D7FDPJKHS00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 151.72 | 5/13/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D3G0XL2JY00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142570005268 | 435 | 13.55 | 5/2/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E1TWX9Z2X00 | 364499273 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540006299 | 435 | 53.82 | 5/3/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | EVJLX74W300 | 320014517 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142550003824 | 435 | 49.66 | 5/5/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | EZ35X6M0W00 | 205604542 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540005043 | 435 | 29.74 | 5/8/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | EBFBY78M600 | 382084239 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142550002723 | 435 | 13.44 | 5/8/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | E4Y0YCXBB00 | 742975393 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142560000675 | 435 | 39.16 | 5/5/2017 | 5/22/2017 | 5/22/2017 | 1 | 41039 | EZ35X6NBD00 | 451348006 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540001673 | 435 | 87.50 | 3/27/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EBPBY86GN00 | 742802643 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142580002226 | 435 | 72.58 | 4/10/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EJABY8D3Z00 | 223875437 |

| FT Request Wire Activity Date | Wire Line Number | PH | Control | Suffix | Account | ENTITY/PLAN | Draft Acct No | Draft No | Claim Office | Claim Amt | DCI DT | ISS DT | RCD DT | CLMT | BIC | CLAIM ID | TIN NUMBER |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 20.91 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 3 | 41900 | DD6GF383G00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 17.64 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | DC4KGZGKD00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7874994 | 435 | 10.00 | 5/19/2017 | 5/24/2017 | 5/24/2017 | 1 | 46500 | EFPBZCQ2501 | |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142480002581 | 435 | 150.89 | 4/11/2017 | 5/22/2017 | 5/22/2017 | 4 | 46501 | EJFBY6X7Q00 | 760459500 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540001673 | 435 | 3,382.02 | 5/11/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EK35Y7RW800 | 742802643 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540001673 | 435 | 152.73 | 5/11/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EK35Y7RW801 | 742802643 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142580001570 | 435 | 160.00 | 4/6/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EPFBY7Z4S00 | 812751014 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142580001570 | 435 | 20.00 | 4/6/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EPFBY7Z4S01 | 812751014 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142560001392 | 435 | 114.34 | 4/27/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EDFBY7NL000 | 742480736 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142580002226 | 435 | 72.58 | 4/29/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EYY0X8JG400 | 223875437 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540003797 | 435 | 49.66 | 5/2/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EX35X848600 | 463981689 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 11.05 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D6MQQY6GJ00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540005043 | 435 | 26.37 | 5/12/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ER57Y9RXH00 | 382084239 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142580002509 | 435 | 67.79 | 4/17/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EXJLX6FK400 | 742844650 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 332.78 | 5/8/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | DW22KR1GV00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 119.92 | 5/8/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | DVJMLP4NM00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7874535 | 435 | 40.00 | 5/19/2017 | 5/23/2017 | 5/23/2017 | 2 | 46500 | ENY0Y914M01 | |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540000383 | 435 | 228.64 | 5/10/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EDFBY66P300 | 260834681 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540000383 | 435 | 113.99 | 5/10/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EA35Y56DG00 | 260834681 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7874529 | 435 | 311.00 | 1/15/2017 | 5/23/2017 | 5/23/2017 | 2 | 46500 | EGJLX94BQ01 | |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817139550003904 | 435 | 360.00 | 5/15/2017 | 5/19/2017 | 5/19/2017 | 2 | 46501 | E8FBYC65K00 | 341650951 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 8.78 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D9K6KSYW000 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142580003866 | 435 | 1,123.92 | 5/1/2017 | 5/22/2017 | 5/22/2017 | 5 | 46501 | EVABX8LYZ00 | 205100794 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 20.30 | 5/8/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | DQ0SVNLD100 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142520003213 | 435 | 133.96 | 5/6/2017 | 5/22/2017 | 5/22/2017 | 4 | 46501 | E2PBX6N0X00 | 201234322 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142510000986 | 435 | 65.25 | 5/4/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | E9RTX4JT900 | 742039068 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142580002226 | 435 | 2.57 | 3/23/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | ECTWY5ZZG00 | 223875437 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142510003163 | 435 | 223.11 | 5/10/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EAABY54MW00 | 201234461 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142560001134 | 435 | 54.05 | 5/5/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | EWY0X730900 | 474726674 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142560001134 | 435 | 28.73 | 5/5/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | E0FBX62K800 | 474726674 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540001265 | 435 | 34.78 | 4/24/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EKABY5H2S00 | 742540961 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7868052 | 435 | 23.55 | 5/8/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E135X7CWF00 | 742967614 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142520000584 | 435 | 3,178.47 | 5/11/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | E4PBYC68200 | 233069260 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142500005463 | 435 | 45.41 | 5/10/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EKTWY7JRT00 | 412059301 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 411.15 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D7YVNL9WX00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 361.62 | 5/9/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DH3Y7WCZD00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 143.38 | 5/9/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DKS635VZC00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 220.79 | 5/9/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | D90RLP0NH00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 252.15 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DB2NJVM2L00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 373.99 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D1B71B2F400 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 298.64 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D4HXVNYFX00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 75.48 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DJ5V61Z4S00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 5.93 | 5/9/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DGVQ8C0NN00 | 6907058 |

| FT Request Wire Activity Date | Wire Line Number | PH | Control | Suffix | Account | ENTITY/PLAN | Draft Acct No | Draft No | Claim Office | Claim Amt | DCI DT | ISS DT | RCD DT | CLMT | BIC | CLAIM ID | TIN NUMBER |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142520002403 | 435 | 61.23 | 5/9/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E0Y0X8M0Z00 | 481270229 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540001673 | 435 | 680.10 | 5/10/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ET35X9JJG00 | 742802643 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142520000584 | 435 | 484.69 | 5/14/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EX35YCXW400 | 233069260 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 365.05 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DFSTB94LN00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 5.03 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DB2NJVVH700 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540001673 | 435 | 200.41 | 5/15/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | ERNQY8QQX00 | 742802643 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540001673 | 435 | 59.50 | 5/15/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EHPBY75LH00 | 742802643 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 150.56 | 5/8/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D5V1S9CFZ00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 88.24 | 5/8/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | DJZJ4L2SP00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142520003213 | 435 | 71.36 | 5/7/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EYPBX849J00 | 201234322 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142580002226 | 435 | 100.30 | 3/24/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | EDFBY5V0F00 | 223875437 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142500000897 | 435 | 1,123.92 | 5/3/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EV35YBW9Z00 | 261973804 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540001673 | 435 | 121.72 | 5/11/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | ER57Y8F7M00 | 742802643 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7869069 | 435 | 106.08 | 5/4/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | E535X93D700 | 470874059 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142580003533 | 435 | 68.07 | 5/3/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | ENFBY5JY000 | 201487848 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 89.17 | 5/9/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DLV319QVY00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 190.87 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DNPNY22L400 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540001673 | 435 | 95.90 | 5/12/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EK35Y6WW700 | 742802643 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142570002664 | 435 | 23.08 | 5/4/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E1TWX865800 | 742970742 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 122.92 | 5/9/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DRM4RVNMV00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142520003446 | 435 | 45.32 | 5/1/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E7ABX7HZG00 | 204701276 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540005043 | 435 | 57.14 | 5/5/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EQABY9T3V01 | 382084239 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540005043 | 435 | 45.58 | 5/5/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EQABY9T3V00 | 382084239 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540005043 | 435 | 11.53 | 5/5/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EQJLY9MFW00 | 382084239 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | (171.80) | 5/2/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DYG3FG5NH01 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 102.94 | 5/10/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DBBWJBKP700 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 22.84 | 5/10/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D3ZGWLT0X00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540005043 | 435 | 66.40 | 5/9/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EMABZBQLV00 | 382084239 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 19.14 | 5/9/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DYG3FJHCK00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | (19.14) | 5/3/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DGB896WZ601 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142520002146 | 435 | 89.00 | 5/8/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EBFBY7F4R00 | 270035984 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540001673 | 435 | 32.90 | 5/15/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EFFBY9LCK00 | 742802643 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 183.16 | 5/14/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | DMWZZH19C00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 25.67 | 5/14/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | DYG3FL5S200 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142550003745 | 435 | 103.48 | 5/10/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | E6Y0YB9VF00 | 621656022 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 745.30 | 5/9/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DNFFYH55Q00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | (745.30) | 4/12/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DMCK02GBL01 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142510005058 | 435 | 60.00 | 3/3/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E735X6V0600 | 651255384 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 337.31 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DLV31BS0K00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 8.29 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DMCK0D7YT00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142530005206 | 435 | 150.02 | 5/4/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | E7ABX9KPX00 | 204255981 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142580001606 | 435 | 13.55 | 5/4/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EHY0Y6H0100 | 742543414 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142580001334 | 435 | 194.98 | 5/2/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EQ35Y55QK00 | 811577613 |

| FT Request Wire Activity Date | Wire Line Number | PH | Control | Suffix | Account | ENTITY/PLAN | Draft Acct No | Draft No | Claim Office | Claim Amt | DCI DT | ISS DT | RCD DT | CLMT | BIC | CLAIM ID | TIN NUMBER |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 365.05 | 5/9/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DW22KRJ3900 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 9.71 | 5/9/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DDGPDKVH200 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142550003745 | 435 | 5,052.14 | 5/11/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EZ35YBRSG00 | 621656022 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540001673 | 435 | 57.40 | 5/15/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EK35Y75J700 | 742802643 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 19.27 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DXD6HGK4X00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 4.01 | 5/9/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D5KTSS0ZH00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142580002638 | 435 | 13.55 | 5/2/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E6FBX73GW00 | 742879098 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7877487 | 435 | 111.48 | 3/22/2017 | 5/24/2017 | 5/24/2017 | 4 | 46501 | EVJLX4K7G00 | 201494502 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7877487 | 435 | 99.51 | 3/21/2017 | 5/24/2017 | 5/24/2017 | 4 | 46501 | ET35X3VJK00 | 201494502 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7877487 | 435 | 89.46 | 3/22/2017 | 5/24/2017 | 5/24/2017 | 3 | 46501 | EWFBX5L0Y00 | 201494502 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7877487 | 435 | 82.82 | 3/8/2017 | 5/24/2017 | 5/24/2017 | 4 | 46501 | EV35X5J4D00 | 201494502 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7877487 | 435 | 82.82 | 3/8/2017 | 5/24/2017 | 5/24/2017 | 3 | 46501 | EVTWX47X500 | 201494502 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7877487 | 435 | 77.81 | 3/1/2017 | 5/24/2017 | 5/24/2017 | 4 | 46501 | ERWYY0QTF00 | 201494502 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7877487 | 435 | 77.81 | 3/2/2017 | 5/24/2017 | 5/24/2017 | 4 | 46501 | ERWYY0QTF00 | 201494502 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7877487 | 435 | 77.81 | 3/3/2017 | 5/24/2017 | 5/24/2017 | 4 | 46501 | ERWYY0QTF00 | 201494502 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7877487 | 435 | 77.81 | 2/22/2017 | 5/24/2017 | 5/24/2017 | 4 | 46501 | EWPBX5NBZ00 | 201494502 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7877487 | 435 | 77.81 | 2/23/2017 | 5/24/2017 | 5/24/2017 | 4 | 46501 | EWPBX5NBZ00 | 201494502 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7877487 | 435 | 77.81 | 2/24/2017 | 5/24/2017 | 5/24/2017 | 4 | 46501 | EWPBX5NBZ00 | 201494502 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7877487 | 435 | 77.81 | 2/25/2017 | 5/24/2017 | 5/24/2017 | 4 | 46501 | EWPBX5NBZ00 | 201494502 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7877487 | 435 | 77.81 | 2/26/2017 | 5/24/2017 | 5/24/2017 | 4 | 46501 | EWPBX5NBZ00 | 201494502 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7877487 | 435 | 77.81 | 2/27/2017 | 5/24/2017 | 5/24/2017 | 4 | 46501 | EWPBX5NBZ00 | 201494502 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7877487 | 435 | 77.81 | 2/28/2017 | 5/24/2017 | 5/24/2017 | 4 | 46501 | EWPBX5NBZ01 | 201494502 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7877487 | 435 | 77.81 | 2/17/2017 | 5/24/2017 | 5/24/2017 | 4 | 46501 | EX35X3VHL00 | 201494502 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7877487 | 435 | 77.81 | 2/22/2017 | 5/24/2017 | 5/24/2017 | 3 | 46501 | EXABX3VHV00 | 201494502 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7877487 | 435 | 77.81 | 2/23/2017 | 5/24/2017 | 5/24/2017 | 3 | 46501 | EXABX3VHV00 | 201494502 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7877487 | 435 | 77.81 | 2/24/2017 | 5/24/2017 | 5/24/2017 | 3 | 46501 | EXABX3VHV00 | 201494502 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7877487 | 435 | 77.81 | 2/25/2017 | 5/24/2017 | 5/24/2017 | 3 | 46501 | EXABX3VHV00 | 201494502 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7877487 | 435 | 77.81 | 2/26/2017 | 5/24/2017 | 5/24/2017 | 3 | 46501 | EXABX3VHV00 | 201494502 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7877487 | 435 | 77.81 | 2/27/2017 | 5/24/2017 | 5/24/2017 | 3 | 46501 | EXABX3VHV00 | 201494502 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7877487 | 435 | 77.81 | 2/28/2017 | 5/24/2017 | 5/24/2017 | 3 | 46501 | EXABX3VHV01 | 201494502 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7877487 | 435 | 44.82 | 3/4/2017 | 5/24/2017 | 5/24/2017 | 4 | 46501 | ERWYY0QTF00 | 201494502 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7877487 | 435 | 23.55 | 3/14/2017 | 5/24/2017 | 5/24/2017 | 4 | 46501 | EVABX3VK600 | 201494502 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7868108 | 435 | 386.61 | 5/3/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EDY0Y3CBM00 | 743015563 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7868108 | 435 | 25.00 | 5/3/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EDY0Y3CBM01 | 743015563 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142500004572 | 435 | 36.26 | 5/4/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EWPBYB5WC00 | 721587400 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142480003088 | 435 | 459.17 | 3/20/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E7ABX9R7J00 | 272466786 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142530001432 | 435 | 23.55 | 5/10/2017 | 5/22/2017 | 5/22/2017 | 6 | 46501 | EJPBY7J4L00 | 454498900 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 147.60 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DYG3FKZ3800 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 17.55 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DNPNY257D00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 734.61 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D08B371GN00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142550005298 | 435 | 23.55 | 5/2/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EHY0Y44W200 | 752472510 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142530002110 | 435 | 26.26 | 4/25/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E6Y0X93T700 | 460510254 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 5.05 | 5/10/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D4HXVNQX600 | 6907058 |

| FT Request Wire Activity Date | Wire Line Number | PH | Control | Suffix | Account | ENTITY/PLAN | Draft Acct No | Draft No | Claim Office | Claim Amt | DCI DT | ISS DT | RCD DT | CLMT | BIC | CLAIM ID | TIN NUMBER |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 76.88 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DJ5V60TW600 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 12.14 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DVJMLQB2000 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 12.14 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DFJLBQBW500 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 4.18 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DBWBHDYKC00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540005043 | 435 | 2.82 | 5/10/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EDFBY713B00 | 382084239 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 11.82 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DFJLBQW8600 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 18.60 | 5/14/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | DBBWJCV6Q00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142560001592 | 435 | 98.27 | 5/3/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ESY0X8JMJ00 | 742726404 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540005043 | 435 | 51.72 | 5/2/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EJFBY80B500 | 382084239 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142480003088 | 435 | 21.35 | 5/3/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EFABZCF1Y00 | 272466786 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142480003088 | 435 | 5.70 | 5/3/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EDY0Y85H800 | 272466786 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 109.63 | 5/10/2017 | 5/24/2017 | 5/24/2017 | 3 | 41900 | DQ0SVPHKK00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7868388 | 435 | 215.91 | 5/4/2017 | 5/22/2017 | 5/22/2017 | 5 | 46501 | EGTWY6CQS00 | 272620340 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7868388 | 435 | 97.60 | 5/10/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | E6PBYBFWW00 | 272620340 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142530005206 | 435 | 44.05 | 4/28/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E1TWYBQDV00 | 204255981 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 147.60 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DCY7FJHGD00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 1.95 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D3G0XKGFY00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142550004639 | 435 | 665.00 | 5/11/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EPABY77H900 | 741393060 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 1.64 | 5/10/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | DYQBF28YT00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142480003407 | 435 | 117.90 | 5/2/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ECTWY434C00 | 273107766 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142560003715 | 435 | 7.33 | 3/16/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EAABY354500 | 205684282 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 11.82 | 5/8/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DLV31936M00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142530001079 | 435 | 61.82 | 5/7/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E902X4B5400 | 742247256 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142480003407 | 435 | 117.90 | 5/4/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EVTWX8DMY00 | 273107766 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | (411.15) | 5/2/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D3G0XG32701 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 20.50 | 5/8/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DYQBF1SHM00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 488.68 | 1/25/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DRBXSCG2W00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 142.90 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DL1F2S42900 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 79.72 | 1/25/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DV8DM6D0J00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 79.72 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DT6HP37FC00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | (142.90) | 4/28/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D9TFK4P1C01 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540001673 | 435 | 121.72 | 5/13/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EQTWY8Y8R00 | 742802643 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 52.14 | 5/10/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DMMRZXDKZ00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7867447 | 435 | 1,228.44 | 4/7/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EBY0Y5SGX00 | 742569713 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817144530005984 | 435 | 550.00 | 5/10/2017 | 5/24/2017 | 5/24/2017 | 4 | 46501 | E6PBYDKJX00 | 311805826 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 31.45 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D2D3ZFWRJ00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540005043 | 435 | 58.74 | 5/10/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E0FBX9FFG00 | 382084239 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142500005591 | 435 | 43.82 | 5/10/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ENFBY5B5V00 | 752836965 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540005043 | 435 | 10.01 | 5/10/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ECTWY9LZT00 | 382084239 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 3.46 | 5/8/2017 | 5/24/2017 | 5/24/2017 | 3 | 41900 | DBBWJB28100 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 23.26 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | DTGQNLKG400 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 1.51 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | DNYWXKY3K00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 273.11 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DKS637WLN00 | 6907058 |

| FT Request Wire Activity Date | Wire Line Number | PH | Control | Suffix | Account | ENTITY/PLAN | Draft Acct No | Draft No | Claim Office | Claim Amt | DCI DT | ISS DT | RCD DT | CLMT | BIC | CLAIM ID | TIN NUMBER |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | (17.64) | 4/24/2017 | 5/24/2017 | 5/24/2017 | 5 | 41900 | D0033GR3V01 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540005043 | 435 | 42.11 | 4/26/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EJABY8VHC00 | 382084239 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 56.07 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DL1F2RJK800 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142480003915 | 435 | 15.80 | 5/12/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E8Y0YBF6V00 | 208485546 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 107.51 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | DQK7TRPS100 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7866434 | 435 | 65.00 | 3/2/2017 | 5/22/2017 | 5/22/2017 | 1 | 46500 | EHY0ZBJJN00 | |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817138470004417 | 435 | 15,075.54 | 2/8/2017 | 5/18/2017 | 5/18/2017 | 1 | 46501 | PT35VMTKM00 | 760339462 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 172.13 | 5/8/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D7YVNK10V00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 102.94 | 5/8/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D9K6KQQFR00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 11.88 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DZ7SD56S200 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 10.71 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DD6GF331H00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 78.37 | 5/8/2017 | 5/24/2017 | 5/24/2017 | 3 | 41900 | DV05MMH9D00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 38.60 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 3 | 41900 | DJQ952LQW00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 36.72 | 5/5/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DT6HP14Z500 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142570001340 | 435 | 208.15 | 3/31/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | EJABY6GZG00 | 742366699 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142570001340 | 435 | 199.93 | 3/31/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | EJABY6GZG01 | 742366699 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142570001340 | 435 | 197.81 | 3/31/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | EJABY6GZG02 | 742366699 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540001673 | 435 | 182.35 | 5/17/2017 | 5/22/2017 | 5/22/2017 | 5 | 46501 | E8Y0YDRHG00 | 742802643 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142520002146 | 435 | 13.55 | 5/4/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EAABY5KX000 | 270035984 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 83.31 | 5/9/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D872N2TFQ00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | (167.39) | 5/5/2017 | 5/24/2017 | 5/24/2017 | 3 | 41900 | DX3ZHTWYZ01 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 2.02 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D2XKYHB0Z00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540006223 | 435 | 96.72 | 4/10/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EFFBY6CDV00 | 61650074 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142570001872 | 435 | 14.91 | 5/8/2017 | 5/22/2017 | 5/22/2017 | 1 | 41039 | EXABX8B5Y00 | 742781616 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9095 | 00000 | 235 | 2,807.40 | 5/22/2017 | 5/22/2017 | 5/24/2017 | 99 | 46501 | | |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 8.00 | 5/10/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D7YVNKPNN00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540001673 | 435 | 165.90 | 5/10/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | E535YB6PS00 | 742802643 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7877487 | 435 | 43.82 | 3/8/2017 | 5/24/2017 | 5/24/2017 | 3 | 46501 | E2FBX5KBW00 | 201494502 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 2.22 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | D5KTSV7TC00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142550003745 | 435 | 4,341.76 | 5/13/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EG35Y8XYR00 | 621656022 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540001673 | 435 | 49.35 | 5/17/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | E7ABYCW2D00 | 742802643 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | (6.00) | 5/5/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D755PXNCV01 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | (10.95) | 5/5/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DJZJ4K4VG01 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142480003444 | 435 | 23.55 | 5/5/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EMTWY6FZJ00 | 202211555 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817139540002189 | 435 | 106.31 | 3/10/2017 | 5/19/2017 | 5/19/2017 | 2 | 46501 | E4FBXDHQK01 | 20692909 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 48.46 | 5/10/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DT6HP1S4B00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540001673 | 435 | 537.25 | 5/16/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E135YB44T00 | 742802643 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540001673 | 435 | 47.30 | 5/16/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E6PBYFHBP00 | 742802643 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142570000382 | 435 | 37.80 | 4/21/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EAABY4BPQ00 | 432032442 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | (440.70) | 5/4/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DM3B0SD9W01 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7867063 | 435 | 65.25 | 2/23/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EAJLY7W2P00 | 262150760 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 408.71 | 5/8/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D3ZGWL4G400 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 1,151.29 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DRBXSCC0K00 | 6907058 |

| FT Request Wire Activity Date | Wire Line Number | PH | Control | Suffix | Account | ENTITY/PLAN | Draft Acct No | Draft No | Claim Office | Claim Amt | DCI DT | ISS DT | RCD DT | CLMT | BIC | CLAIM ID | TIN NUMBER |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 448.21 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D638RW6BW00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540005043 | 435 | 49.76 | 5/12/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ESPBYCF5P00 | 382084239 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 238.63 | 5/10/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D9K6KR4FQ00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142580005002 | 435 | 90.83 | 5/10/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EJY0Y7W6800 | 202673482 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142550005298 | 435 | 60.16 | 5/17/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EWY0YDP5500 | 752472510 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142550005298 | 435 | 23.55 | 5/9/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | ENY0Y5LZM00 | 752472510 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 5.12 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DDQXD3W2F00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 1.83 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D90RLPLFW00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7863074 | 435 | 2.57 | 1/31/2017 | 5/19/2017 | 5/19/2017 | 1 | 46500 | E1ABYD6TN00 | |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142580001581 | 435 | 37.77 | 5/4/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EDPBY3KK800 | 742515841 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142580001581 | 435 | 23.55 | 5/4/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EDFBY47M700 | 742515841 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540005043 | 435 | 17.25 | 5/4/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EBPBY6C8J00 | 382084239 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540002415 | 435 | 23.96 | 5/5/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E4FBX7D8R01 | 742985661 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540002415 | 435 | 9.28 | 5/5/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E4FBX7D8R00 | 742985661 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 8.31 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | D35SY0PQQ00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 365.05 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D9K6KSYS100 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142510000340 | 435 | 13.55 | 5/10/2017 | 5/22/2017 | 5/22/2017 | 4 | 46501 | EPY0Y6C6700 | 431980247 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 55.69 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 3 | 41900 | D1201SRPG00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 24.17 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | D9K6KS3HJ00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540001673 | 435 | 445.55 | 5/11/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ETTWYC1YD00 | 742802643 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540005043 | 435 | 49.76 | 4/28/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EGJLY9KHC00 | 382084239 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | (206.25) | 4/25/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | D8H9MGC0K01 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540001673 | 435 | 5,189.22 | 5/4/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EBY0Y7V1800 | 742802643 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142550002769 | 435 | 24.30 | 4/12/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EATWY551F00 | 271121048 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540005043 | 435 | 30.33 | 4/24/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EGABY8B8N00 | 382084239 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 294.58 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D51CTSBF000 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142580002226 | 435 | 103.90 | 5/1/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E3ABYBYY300 | 223875437 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142580002226 | 435 | 23.32 | 5/1/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E3ABYBYY302 | 223875437 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 77.34 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DJG25LG3100 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142480002296 | 435 | 76.94 | 5/12/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EQABY77RG00 | 460489026 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 5.02 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 3 | 41900 | DY5WG1YCD00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142580001581 | 435 | 14.02 | 5/16/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ESFBYD9QD00 | 742515841 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540001673 | 435 | 169.05 | 5/12/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ELFBY8WKB00 | 742802643 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142580006350 | 435 | 51.30 | 5/3/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EPABY7KCN01 | 200024531 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142580006350 | 435 | 47.60 | 5/3/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EPABY7KCN00 | 200024531 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 440.70 | 5/10/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D9K6KRBQ700 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 8.29 | 5/8/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D98ZL688V00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142530003611 | 435 | 169.29 | 5/5/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E902X4RG700 | 202302872 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142520002146 | 435 | 13.55 | 5/9/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EBPBY5KYJ00 | 270035984 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540002415 | 435 | 67.89 | 5/8/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ET35X8N1300 | 742985661 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540001673 | 435 | 101.15 | 5/17/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EQABZBR9200 | 742802643 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 790.21 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | DR2PSTZH700 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 17,337.64 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DW22KTBGT00 | 6907058 |

| FT Request Wire Activity Date | Wire Line Number | PH | Control | Suffix | Account | ENTITY/PLAN | Draft Acct No | Draft No | Claim Office | Claim Amt | DCI DT | ISS DT | RCD DT | CLMT | BIC | CLAIM ID | TIN NUMBER |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 147.60 | 5/10/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DCDSGGGJM00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 13.41 | 5/10/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D5KTSSLPL00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7868052 | 435 | 88.54 | 5/10/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EQTWY7D9K00 | 742967614 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142500002634 | 435 | 46.62 | 5/8/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E5JLX611M00 | 742959361 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7868052 | 435 | 34.98 | 5/8/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E1JLX859Z00 | 742967614 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 281.70 | 5/10/2017 | 5/24/2017 | 5/24/2017 | 3 | 41900 | D1B719CMR00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 11.05 | 5/10/2017 | 5/24/2017 | 5/24/2017 | 3 | 41900 | D9K6KR69900 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540004981 | 435 | 130.50 | 2/15/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | EQ35Y4P9G00 | 204037037 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142570003978 | 435 | 9.29 | 5/10/2017 | 5/22/2017 | 5/22/2017 | 4 | 46501 | E0FBX8KLH00 | 208083212 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142570003978 | 435 | 9.29 | 5/10/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | ELY0Y65SV00 | 208083212 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 101.41 | 5/14/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D4HXVQ0WW00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 18.79 | 5/10/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DT6HP1RG600 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540005043 | 435 | 76.84 | 5/9/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E7JLYD1KJ00 | 382084239 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142520002146 | 435 | 28.75 | 5/9/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EDFBY67W400 | 270035984 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817144530005984 | 435 | 150.00 | 5/9/2017 | 5/24/2017 | 5/24/2017 | 1 | 46501 | E3JLYCG6V00 | 311805826 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 16.25 | 5/5/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DK7R44NJ200 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | (46.67) | 5/5/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DV8DM3SVN01 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 21.97 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | DZ7SD60Q500 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142570001872 | 435 | 14.91 | 5/4/2017 | 5/22/2017 | 5/22/2017 | 1 | 41039 | EWY0X9FFX00 | 742781616 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142520000714 | 435 | 89.80 | 5/5/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | E9ABX6VMX00 | 741695861 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540001673 | 435 | 94.15 | 5/18/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E8Y0YD6QG00 | 742802643 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 1,073.95 | 5/10/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DQ90V6S1100 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 326.99 | 5/10/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D3Q7X2CWF00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 214.04 | 5/8/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | DB2NJSL5200 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540006023 | 435 | 106.31 | 4/20/2017 | 5/22/2017 | 5/22/2017 | 4 | 46501 | EKABY4J7S00 | 571197015 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142570005105 | 435 | 39.81 | 5/1/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | E0PBX8KD200 | 710745831 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540005043 | 435 | 39.61 | 5/15/2017 | 5/22/2017 | 5/22/2017 | 4 | 46501 | EWFBYD5QT00 | 382084239 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 102.08 | 4/22/2017 | 5/24/2017 | 5/24/2017 | 4 | 41900 | D6WYQDXG500 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | (102.08) | 4/22/2017 | 5/24/2017 | 5/24/2017 | 4 | 41900 | DLKW1LMWV01 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 1,561.16 | 5/8/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DG219QZYY00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7867541 | 435 | 149.25 | 5/9/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E6PBX882100 | 742708165 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142580006447 | 435 | 6.57 | 4/24/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | ENFBY8WY300 | 753051169 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540001673 | 435 | 44.22 | 5/2/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EPPBY8XWX00 | 742802643 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540001807 | 435 | 262.30 | 5/4/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E335YB97F00 | 840611484 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142510005058 | 435 | 80.36 | 5/4/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EHY0Y5JQL00 | 651255384 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7867590 | 435 | 27.12 | 4/26/2017 | 5/22/2017 | 5/22/2017 | 3 | 41039 | E3TWYCW0L00 | 454852145 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7867590 | 435 | 27.12 | 5/11/2017 | 5/22/2017 | 5/22/2017 | 3 | 41039 | E3TWYCW0L00 | 454852145 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 8.81 | 5/9/2017 | 5/24/2017 | 5/24/2017 | 4 | 41900 | DJQ9522QK00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 1,258.89 | 5/8/2017 | 5/24/2017 | 5/24/2017 | 3 | 41900 | D3G0XJ9X900 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540001673 | 435 | 57.35 | 5/16/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | ESFBYFP7300 | 742802643 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142580003866 | 435 | 1,123.92 | 1/24/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EV35X99MS00 | 205100794 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 353.10 | 5/9/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DLV319G2B00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142580004945 | 435 | 9.29 | 5/8/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E4Y0X6WLL00 | 731655329 |

| FT Request Wire Activity Date | Wire Line Number | PH | Control | Suffix | Account | ENTITY/PLAN | Draft Acct No | Draft No | Claim Office | Claim Amt | DCI DT | ISS DT | RCD DT | CLMT | BIC | CLAIM ID | TIN NUMBER |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 724.98 | 5/9/2017 | 5/24/2017 | 5/24/2017 | 4 | 41900 | DCP0FZF0100 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7867618 | 435 | 76.62 | 5/1/2017 | 5/22/2017 | 5/22/2017 | 4 | 46501 | EDFBY5N0K00 | 742771845 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142550002769 | 435 | 46.29 | 4/13/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E9RTX2WNX00 | 271121048 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 339.32 | 5/9/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D47PW3TXR00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 23.05 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DMCK0FG2P00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 8.25 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 3 | 41900 | DL1F2S6L700 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 138.22 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DHXM6JQP200 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | (138.22) | 4/26/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DGVQ86J7Y01 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 29.50 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DV05MNK0S00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142570002620 | 435 | 127.36 | 3/21/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E0FBX7VH300 | 742958584 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142570002620 | 435 | 23.55 | 4/4/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E6PBYBXJR00 | 742958584 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 171.80 | 5/8/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DJQ951TZY00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7869069 | 435 | 88.55 | 5/5/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E1ABX934V00 | 470874059 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 65.76 | 5/8/2017 | 5/24/2017 | 5/24/2017 | 3 | 41900 | DBWBHCSPK00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 17.00 | 5/10/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DLV319XP700 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142580001581 | 435 | 91.18 | 5/10/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ETTWYCN0300 | 742515841 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142580001581 | 435 | 59.98 | 5/10/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EPPBY528300 | 742515841 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142580001581 | 435 | 25.03 | 5/10/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ETTWYCN0301 | 742515841 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 20.50 | 5/8/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DPHBWLQQ900 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142520000584 | 435 | 4.54 | 5/8/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EBFBY81S700 | 233069260 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 270.70 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D1LG0V1Z400 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 164.53 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D9K6KRJ7V00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 27.82 | 5/9/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D755PZ0BN00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142510000986 | 435 | 23.55 | 5/4/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EA35Y6L8200 | 742039068 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142500002428 | 435 | 105.86 | 3/19/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E535X96V900 | 742870845 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142500002428 | 435 | 34.61 | 3/19/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E535X96V901 | 742870845 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142580001581 | 435 | 14.02 | 5/18/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | ENFBY80TZ00 | 742515841 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142580001581 | 435 | 6.30 | 5/18/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | ENPBZBXLG00 | 742515841 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142520001795 | 435 | 64.85 | 5/1/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E2Y0X69X200 | 742793592 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 6.59 | 5/10/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DSP1PZPG400 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 253.80 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 3 | 41900 | DQK7TS7Z700 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142550005298 | 435 | 35.57 | 5/4/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EHPBY3S1F00 | 752472510 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142550005298 | 435 | 23.55 | 5/15/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ESY0YC9MP00 | 752472510 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7867872 | 435 | 147.56 | 3/16/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EZJLX6FKR00 | 742852150 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540005043 | 435 | 48.54 | 4/25/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EHPBY6JJG00 | 382084239 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540005043 | 435 | 8.41 | 4/25/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EHPBY6JJG01 | 382084239 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142580003115 | 435 | 23.55 | 5/8/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E2PBX7TXW00 | 461450004 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142520000584 | 435 | 1,152.39 | 5/11/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EV35YDJJB00 | 233069260 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142510004016 | 435 | 130.31 | 5/3/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | ESY0X9CBG00 | 205876191 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142510004016 | 435 | 49.43 | 5/3/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | ESY0X9CBG01 | 205876191 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540005043 | 435 | 84.57 | 5/5/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ESY0YDJ1C00 | 382084239 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540005043 | 435 | 57.49 | 5/5/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ESY0YDJ1C01 | 382084239 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142580001074 | 435 | 1.02 | 5/5/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E4PBX94QT00 | 810681062 |

| FT Request Wire Activity Date | Wire Line Number | PH | Control | Suffix | Account | ENTITY/PLAN | Draft Acct No | Draft No | Claim Office | Claim Amt | DCI DT | ISS DT | RCD DT | CLMT | BIC | CLAIM ID | TIN NUMBER |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 356.74 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D47PW4QY200 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | (61.60) | 4/30/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D0SS23Y0T01 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | (356.74) | 4/25/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DQ0SVJ1QC01 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540001029 | 435 | 212.61 | 5/12/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EDY0Y8JKY00 | 742206635 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142580001581 | 435 | 79.75 | 5/16/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ENPBZBDT100 | 742515841 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142580001581 | 435 | 12.91 | 5/16/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ENY0Y8Y9M00 | 742515841 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142530001326 | 435 | 85.98 | 4/21/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EVABX8XBQ00 | 742601950 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540001807 | 435 | 28.98 | 5/15/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EV35YFFCF00 | 840611484 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142520004317 | 435 | 20.82 | 5/13/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | E6Y0YCT7300 | 464868413 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142530001326 | 435 | (40.00) | 4/21/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EVABX8XBQ00 | 742601950 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 266.99 | 5/9/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DCDSGFZRX00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 27.02 | 5/9/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DBWBHD2W800 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | (212.69) | 5/3/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DY5WFXYJD01 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 17.66 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DNFFYJ6FG00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142520001795 | 435 | 27.07 | 1/23/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E6PBWT2HS01 | 742793592 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 411.15 | 5/9/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DS4LQXQX100 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7869019 | 435 | 17.05 | 5/17/2017 | 5/22/2017 | 5/22/2017 | 1 | 41039 | EXABYCW1Z00 | 466414866 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 12.36 | 5/8/2017 | 5/24/2017 | 5/24/2017 | 5 | 41900 | DHXM6G99T00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142550006397 | 435 | 38.30 | 5/4/2017 | 5/22/2017 | 5/22/2017 | 4 | 46501 | EHFBY5FT900 | 562546021 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142550006397 | 435 | 23.55 | 5/8/2017 | 5/22/2017 | 5/22/2017 | 5 | 46501 | EZJLX7TL300 | 562546021 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817143540000760 | 435 | 107.25 | 4/2/2017 | 5/23/2017 | 5/23/2017 | 2 | 41039 | EQ35Y55P900 | 474115723 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817143540000760 | 435 | 37.90 | 4/5/2017 | 5/23/2017 | 5/23/2017 | 2 | 46500 | EQ35Y55P900 | 474115723 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817143540000760 | 435 | 37.90 | 4/3/2017 | 5/23/2017 | 5/23/2017 | 2 | 46500 | EQ35Y55P900 | 474115723 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817143540000760 | 435 | 33.74 | 4/6/2017 | 5/23/2017 | 5/23/2017 | 2 | 46500 | EQ35Y55P900 | 474115723 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817143540000760 | 435 | 26.65 | 4/4/2017 | 5/23/2017 | 5/23/2017 | 2 | 46500 | EQ35Y55P900 | 474115723 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142580001570 | 435 | 11.00 | 4/1/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EG35Y5HLB00 | 812751014 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9059 | 00000 | 195 | 0.02 | 4/16/2017 | 5/11/2017 | 5/23/2017 | 5 | 46501 | EZJLX6SVL00 | |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142580003866 | 435 | 761.60 | 4/16/2017 | 5/22/2017 | 5/22/2017 | 5 | 46501 | EZJLX6SVL00 | 205100794 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540006223 | 435 | 118.93 | 4/18/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | EDFBY66RS00 | 61650074 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | (77.97) | 5/4/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DFSTB5HJH01 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 200.10 | 5/9/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | DCY7FJ13900 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 73.59 | 5/9/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | DSP1PZKDK00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142550006397 | 435 | 23.55 | 5/9/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | ETTWYB19700 | 562546021 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 49.17 | 5/8/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DR2PSSCM600 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 8.70 | 5/9/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | DSP1PZGY200 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 7.15 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | D872N3RMQ00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 26.39 | 5/8/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DR2PSSJJY00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142520002146 | 435 | 155.97 | 5/8/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EBY0Y7KCJ00 | 270035984 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142550006397 | 435 | 23.55 | 5/10/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | EJPBY72CR00 | 562546021 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142510002850 | 435 | 824.97 | 5/4/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EAABY5HR000 | 271414176 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142500005003 | 435 | 134.00 | 5/9/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EMJLY7SPT00 | 752131429 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 16.30 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DW22KSV5Z00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142520003296 | 435 | 110.16 | 5/5/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EDFBY5NZ500 | 201377587 |

| FT Request Wire Activity Date | Wire Line Number | PH | Control | Suffix | Account | ENTITY/PLAN | Draft Acct No | Draft No | Claim Office | Claim Amt | DCI DT | ISS DT | RCD DT | CLMT | BIC | CLAIM ID | TIN NUMBER |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540001673 | 435 | 57.10 | 5/12/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EBFBY9CJD00 | 742802643 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 294.58 | 5/8/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | DV05MM6TJ00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 224.35 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DCP0G1F6500 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 734.61 | 5/10/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | DNPNY10FL00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 411.01 | 5/10/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | DFSTB7BWJ00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 98.89 | 5/10/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | D08B35GW800 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 44.82 | 5/10/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | DWLJJTNSW00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 42.03 | 5/10/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | DN56YZ3XF00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540005043 | 435 | 43.74 | 3/9/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | ESPBYCD7N00 | 382084239 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 128.89 | 5/8/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | D2XKYGCCK00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7867618 | 435 | 43.82 | 5/1/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | EDPBY3ZYM00 | 742771845 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142570002581 | 435 | 370.48 | 4/21/2017 | 5/22/2017 | 5/22/2017 | 4 | 46501 | E6PBYBB4S00 | 461105510 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142480003766 | 435 | 125.80 | 4/20/2017 | 5/22/2017 | 5/22/2017 | 4 | 46501 | ECTWY52HQ00 | 463990821 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 233.10 | 5/9/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DSP1PZH9300 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 147.60 | 5/9/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D9TFK8CRZ00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142530001539 | 435 | 53.82 | 5/3/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | EPPBY3B8400 | 742730815 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142550002559 | 435 | 86.61 | 4/25/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E9JBX3BCJ00 | 742916445 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142550002559 | 435 | 20.83 | 4/25/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E9JBX3BCJ01 | 742916445 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 14.37 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D3ZGWM7KY00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 8.31 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | DJG25KQZD00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7868200 | 435 | 274.63 | 4/21/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EFFBY5Q9G00 | 271619835 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142560001521 | 435 | 38.37 | 5/9/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | E7TWYCT9F00 | 742554159 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142560001521 | 435 | 36.66 | 5/15/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E9JBX64GK00 | 742554159 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142510005243 | 435 | 482.59 | 4/10/2017 | 5/22/2017 | 5/22/2017 | 4 | 46501 | E8Y0X8XNV00 | 203643232 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142510005243 | 435 | 42.00 | 4/10/2017 | 5/22/2017 | 5/22/2017 | 4 | 46501 | E8Y0X8XNV01 | 203643232 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 188.39 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D1201T83G00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7868662 | 435 | 140.12 | 4/6/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | PQ35Y1R1700 | 208133309 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142500000910 | 435 | 31.99 | 5/3/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EQJLY5XJB00 | 741940911 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 214.31 | 4/26/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D90RLQMZ300 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 214.31 | 5/14/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DNPNY2CNV00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | (214.31) | 4/26/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D1LG0P56G01 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142530001432 | 435 | 265.76 | 5/5/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | E335X8LBM00 | 454498900 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 18.98 | 5/13/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DFJLBR5DJ00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142580005002 | 435 | 98.20 | 5/12/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EJPBY8QR300 | 202673482 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142510005058 | 435 | 57.37 | 5/3/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ENPBY517J00 | 651255384 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142510005058 | 435 | 57.29 | 5/2/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ENPBY517J00 | 651255384 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142510005058 | 435 | 39.95 | 5/1/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ENPBY517J00 | 651255384 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817140530000650 | 435 | 225.00 | 4/25/2017 | 5/20/2017 | 5/22/2017 | 1 | 46501 | ECJLY42H600 | 273107766 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | (84.53) | 5/5/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DJQ950RQW01 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142550002559 | 435 | 148.57 | 5/2/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | ETABX829Z00 | 742916445 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142550002559 | 435 | 53.82 | 5/1/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | ERWYY3BXS00 | 742916445 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142580005492 | 435 | 43.82 | 5/5/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EAJLY6KFR00 | 710905290 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540004514 | 435 | 13.55 | 5/16/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E2FBYDSRF00 | 203099334 |

| FT Request Wire Activity Date | Wire Line Number | PH | Control | Suffix | Account | ENTITY/PLAN | Draft Acct No | Draft No | Claim Office | Claim Amt | DCI DT | ISS DT | RCD DT | CLMT | BIC | CLAIM ID | TIN NUMBER |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 17.39 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | D1LG0WB3T00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7877487 | 435 | 65.11 | 2/13/2017 | 5/24/2017 | 5/24/2017 | 3 | 46500 | ESPBX4G1800 | 201494502 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9061 | 00000 | 435 | (16.68) | 1/18/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | ELFBXZMG700 | 741721807 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9061 | 00000 | 435 | (75.92) | 1/4/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | ELPBXXMVM00 | 741721807 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7877487 | 435 | 65.11 | 2/21/2017 | 5/24/2017 | 5/24/2017 | 3 | 46501 | ESY0X5K3R00 | 201494502 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142570002235 | 435 | 16.73 | 5/9/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EFPBY6C1300 | 742809277 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7866743 | 435 | 145.37 | 5/8/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EZABX67J500 | 472429610 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7866743 | 435 | 6.17 | 5/8/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EZABX67J501 | 472429610 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 4.58 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DJ5V60VHS00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142500001668 | 435 | 43.82 | 5/11/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EDPBY527S00 | 742641938 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7869851 | 435 | 131.99 | 5/5/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EJY0Y5YDC00 | 331175818 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142520002146 | 435 | 13.55 | 5/10/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EDPBY5KT400 | 270035984 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142550002205 | 435 | 16.73 | 5/4/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | EHY0Y5H2B00 | 270029659 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142570002396 | 435 | 153.61 | 5/8/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | E8FBX8WNF00 | 742874650 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142570002396 | 435 | 3.17 | 5/8/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | E8FBX8WNF01 | 742874650 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 2.02 | 5/10/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D0JK2Q3JD00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142500000910 | 435 | 9.40 | 4/21/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EXTWX8P7600 | 741940911 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 7.98 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D6WYQHBJ900 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 253.80 | 5/8/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | DS4LQX3CW00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142520004441 | 435 | 134.51 | 5/4/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EMTWY6T3800 | 900901336 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 77.97 | 5/13/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DQ0SVQGMS00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 6.15 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 3 | 41900 | DR2PSTJZD00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7869069 | 435 | 83.68 | 5/4/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E4FBX8D4M00 | 470874059 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 337.31 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D8RJM5SJ900 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142560003715 | 435 | 7.33 | 3/19/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | EYY0X8J6700 | 205684282 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142520003213 | 435 | 71.36 | 4/27/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | EYFBX849L00 | 201234322 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142480003407 | 435 | 117.90 | 5/6/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E4FBX7G2600 | 273107766 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 86.74 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DQ0SVPTHL00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 63.99 | 1/26/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DMCK0DQKM00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 17.98 | 1/26/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DRM4RWX0300 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142580002226 | 435 | 137.83 | 3/22/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EYPBX67CW00 | 223875437 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540005043 | 435 | 49.76 | 4/29/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EATWY79R700 | 382084239 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 48.86 | 5/10/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DP73X307R00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540001673 | 435 | 57.35 | 5/10/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E3JLX9LKZ00 | 742802643 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | (234.83) | 4/29/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DRWCR8L0301 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 8.54 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | DRWCRFCR700 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817138480002400 | 435 | 90.00 | 3/23/2017 | 5/18/2017 | 5/18/2017 | 1 | 46501 | EXABX6DCJ00 | 273107766 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142520000584 | 435 | 532.62 | 5/11/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | ETTWYFB5D00 | 233069260 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142520000584 | 435 | 262.00 | 5/12/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EVTWYC6Z300 | 233069260 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817140530000650 | 435 | 89.28 | 3/24/2017 | 5/20/2017 | 5/22/2017 | 1 | 46501 | EYFBX6DCK00 | 273107766 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142560003715 | 435 | 49.65 | 3/21/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E5ABX8K7F00 | 205684282 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142570002820 | 435 | 30.96 | 5/9/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | E6Y0X9QK800 | 743016407 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142560003715 | 435 | 12.21 | 3/21/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E5ABX8K7F01 | 205684282 |

| FT Request Wire Activity Date | Wire Line Number | PH | Control | Suffix | Account | ENTITY/PLAN | Draft Acct No | Draft No | Claim Office | Claim Amt | DCI DT | ISS DT | RCD DT | CLMT | BIC | CLAIM ID | TIN NUMBER |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 56.28 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | D638RWLT800 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142580003521 | 435 | 90.97 | 5/2/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EDY0Y4K5M00 | 272243275 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7868388 | 435 | 23.55 | 5/8/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EGABY551800 | 272620340 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142550002769 | 435 | 24.54 | 4/18/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EBY0Y73YF00 | 271121048 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 12.07 | 5/14/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D1B71BLL300 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 11.05 | 5/10/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D9K6KRD5H00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 220.21 | 5/8/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DCP0FYYH800 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540003797 | 435 | 223.75 | 4/28/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EPPBY5JZP00 | 463981689 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | (773.21) | 5/1/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D08B329FY01 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142520000584 | 435 | 32.18 | 5/10/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E2Y0YBPQ700 | 233069260 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9059 | 00000 | 469 | 0.01 | 5/1/2017 | 5/11/2017 | 5/23/2017 | 1 | 41039 | ESY0X8SFD00 | |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142480003407 | 435 | 117.90 | 5/1/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EDY0Y293C00 | 273107766 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142520003446 | 435 | 69.61 | 4/25/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EWY0X8C9S00 | 204701276 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142520003296 | 435 | 26.57 | 5/5/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EG35Y3ZXL00 | 201377587 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 65.76 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DJ5V6264C00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 64.82 | 5/14/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DXD6HGCXN00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817140550000756 | 435 | 67.95 | 4/20/2017 | 5/20/2017 | 5/22/2017 | 1 | 46501 | EA35Y3X8X00 | 651255384 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142510005058 | 435 | 43.23 | 4/13/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EPABY4QKQ00 | 651255384 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142580003866 | 435 | 761.60 | 1/15/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EVTWX9Z9X00 | 205100794 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142540005043 | 435 | 23.59 | 5/3/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EHFBY8C6100 | 382084239 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142550005298 | 435 | 63.55 | 5/12/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EBY0Y8ZHJ00 | 752472510 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7877487 | 435 | 13.55 | 2/6/2017 | 5/24/2017 | 5/24/2017 | 3 | 46501 | E1ABX5KFJ00 | 201494502 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817142570003448 | 435 | 53.82 | 5/15/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | EAJLY993N00 | 272699497 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9056 | 231713869000001 | 59 | 22.84 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D59LT8K4W00 | 6907058 |
| | | | | | | **HC BASIC Total** | | | | **266,935.58** | | | | | | | |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | 150.39 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DX3ZHWVJG00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142540001673 | 435 | 443.80 | 5/15/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E8Y0YDDPK00 | 742802643 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142510005337 | 435 | 58.82 | 5/1/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EYFBX7R5Q00 | 710894171 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | 1,184.87 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DVSVL8ZCR00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | 6.59 | 5/9/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DKHZ3N76N00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9820 | 7869069 | 435 | 84.65 | 5/5/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EVTWX9TNH00 | 470874059 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142500001668 | 435 | 48.82 | 5/10/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ECTWY7XFL00 | 742641938 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | 7.52 | 5/9/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DVSVL6Y2400 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | 2.02 | 5/9/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D1LG0TBC700 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | 1.76 | 5/9/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D755PYR9K00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142520003828 | 435 | 28.55 | 2/14/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E4PBX8LMQ00 | 202373111 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | 101.41 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DMMRZY8P400 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142550005298 | 435 | 58.82 | 5/3/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EMJLY55PW00 | 752472510 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142570001312 | 435 | 46.84 | 5/12/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ERNQY53BF00 | 742324569 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9820 | 7863554 | 435 | 51.63 | 5/8/2017 | 5/19/2017 | 5/19/2017 | 3 | 46500 | E4Y0X7MB200 | 205047879 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9820 | 7863554 | 435 | 51.63 | 5/10/2017 | 5/19/2017 | 5/19/2017 | 3 | 46500 | E3ABYBM6000 | 205047879 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142500001176 | 435 | 39.13 | 5/5/2017 | 5/22/2017 | 5/22/2017 | 1 | 46500 | EVTWYCJR000 | 262588059 |

| FT Request Wire Activity Date | Wire Line Number | PH | Control | Suffix | Account | ENTITY/PLAN | Draft Acct No | Draft No | Claim Office | Claim Amt | DCI DT | ISS DT | RCD DT | CLMT | BIC | CLAIM ID | TIN NUMBER |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9820 | 7866922 | 435 | 22.05 | 5/15/2017 | 5/22/2017 | 5/22/2017 | 1 | 41039 | EBFBY9M9800 | 451835238 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | 73.47 | 5/9/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DRBXSB96J00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142550005298 | 435 | 120.67 | 5/16/2017 | 5/22/2017 | 5/22/2017 | 4 | 46501 | ESFBYDC3400 | 752472510 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142550005298 | 435 | 88.23 | 5/16/2017 | 5/22/2017 | 5/22/2017 | 4 | 46501 | ESFBYDC3401 | 752472510 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142540001673 | 435 | 54.25 | 5/10/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | E6FBYCHZX00 | 742802643 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9820 | 7868203 | 435 | 32.30 | 5/5/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E2Y0X82NN00 | 746264528 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142570001394 | 435 | 96.72 | 5/8/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | EPY0Y7SL200 | 742430621 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142500005279 | 435 | 115.31 | 2/22/2017 | 5/22/2017 | 5/22/2017 | 4 | 46501 | EHPBY5HYF00 | 204514450 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142580002226 | 435 | 137.65 | 4/28/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E0PBX84NH00 | 223875437 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142580005492 | 435 | 48.82 | 5/1/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ER57Y5H4500 | 710905290 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142570000382 | 435 | 18.24 | 4/19/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EBPBY4BP700 | 432032442 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142580002226 | 435 | 10.94 | 4/28/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E0PBX84NH02 | 223875437 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | 44.82 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DXNFGZD8P00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142480001442 | 435 | 58.82 | 5/12/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E3JLX9FTW00 | 742506786 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | 147.60 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DRM4RXQFN00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | 28.94 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DD6GF3FN600 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | 6.30 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DF04CPSC100 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142570002664 | 435 | 28.08 | 5/4/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E1JLX87RS00 | 742970742 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142550005298 | 435 | 58.82 | 5/3/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EPABY6L8P00 | 752472510 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | 253.80 | 5/8/2017 | 5/24/2017 | 5/24/2017 | 4 | 41900 | DQK7TQHMV00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | 38.87 | 5/14/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D8H9MNSKR00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142560000724 | 435 | 119.27 | 5/3/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E1ABX8Y7600 | 473684511 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | 61.60 | 5/13/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DBWBHFPJV00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | 53.72 | 5/13/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D9K6KSGTN00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142540001674 | 435 | 99.26 | 5/4/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EXJLX7CV900 | 742804199 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142510004913 | 435 | 39.98 | 5/4/2017 | 5/22/2017 | 5/22/2017 | 4 | 46501 | EWPBX9MYQ00 | 20692909 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142480002486 | 435 | 28.55 | 5/3/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ERFBY67TJ00 | 742947084 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9820 | 7874537 | 435 | 78.00 | 5/20/2017 | 5/23/2017 | 5/23/2017 | 3 | 46500 | E535YGB7100 | |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9059 | 00000 | 469 | 0.03 | 1/10/2017 | 5/11/2017 | 5/23/2017 | 1 | 46500 | EPY0Y4V4G00 | |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142550004639 | 435 | 23,945.95 | 4/15/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E7ABX7KTK00 | 741393060 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142580001570 | 435 | 1,793.00 | 4/2/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EPABY7KXM00 | 812751014 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142580003145 | 435 | 1,710.00 | 4/29/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ERFBY6CK600 | 743019172 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142540002884 | 435 | 508.95 | 4/18/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E1ABX80VL00 | 201218565 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142540002884 | 435 | 421.95 | 4/18/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EZABX69XH00 | 201218565 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142580001570 | 435 | 214.00 | 4/2/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EPABY7KXM02 | 812751014 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142580001570 | 435 | 182.00 | 3/26/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E2PBX7TVK00 | 812751014 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142580001570 | 435 | 169.00 | 4/2/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EPABY7KXM01 | 812751014 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142580001570 | 435 | 137.00 | 3/26/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E2PBX7TVK01 | 812751014 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142570000382 | 435 | 101.90 | 4/29/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EHFBY5QML00 | 432032442 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142580001570 | 435 | 91.00 | 3/27/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EPABY57P900 | 812751014 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142580001570 | 435 | 86.00 | 3/26/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E2PBX7TVK02 | 812751014 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142580001570 | 435 | 76.00 | 3/29/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EQ35Y5WK800 | 812751014 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142580001570 | 435 | 41.00 | 3/28/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EQ35Y5WK800 | 812751014 |

| FT Request Wire Activity Date | Wire Line Number | PH | Control | Suffix | Account | ENTITY/PLAN | Draft Acct No | Draft No | Claim Office | Claim Amt | DCI DT | ISS DT | RCD DT | CLMT | BIC | CLAIM ID | TIN NUMBER |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142580001570 | 435 | 21.00 | 3/31/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EQ35Y5WK801 | 812751014 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817140500000014 | 435 | 18.24 | 4/18/2017 | 5/20/2017 | 5/22/2017 | 1 | 46501 | ETTWX92NN00 | 432032442 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142580001570 | 435 | 14.00 | 3/30/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EQ35Y5WK801 | 812751014 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142580001570 | 435 | 13.00 | 3/26/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EPABY57P900 | 812751014 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142580001570 | 435 | 13.00 | 3/27/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ENY0Y47D900 | 812751014 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817140500000014 | 435 | 9.44 | 4/25/2017 | 5/20/2017 | 5/22/2017 | 1 | 46501 | ETJLYBHN200 | 432032442 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142580001570 | 435 | 7.00 | 4/1/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EQ35Y5WK801 | 812751014 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9059 | 00000 | 469 | 0.03 | 1/8/2017 | 5/11/2017 | 5/23/2017 | 1 | 46501 | EQ35Y3NLF00 | |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | 1,035.77 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | D23WZX1HQ00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142570002693 | 435 | 9.29 | 5/8/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ETTWX9RK400 | 742984296 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9059 | 00000 | 469 | 0.01 | 4/1/2017 | 5/8/2017 | 5/19/2017 | 1 | 46500 | E2Y0X5VJY00 | |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142550001769 | 435 | 4,467.00 | 4/25/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EMJLY50BJ00 | 742775421 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142520002384 | 435 | 116.47 | 3/13/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ELFBY69HL00 | 760221050 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142520002384 | 435 | 86.26 | 3/13/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E9JBX4CYD00 | 760221050 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142560006623 | 435 | 62.84 | 4/20/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | EFPBY6NLB00 | 320070166 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9820 | 7868627 | 435 | 62.57 | 5/2/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ECTWY5N1W00 | 273830550 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142500000910 | 435 | 6.05 | 5/6/2017 | 5/22/2017 | 5/22/2017 | 4 | 46501 | EX35X8P7P00 | 741940911 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | 179.99 | 5/10/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DB2NJT84G00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | 164.94 | 5/14/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DBM3HX95X00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | 6.59 | 5/10/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DNYWXKN4400 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142560002645 | 435 | 74.27 | 5/5/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | EQABY6V7900 | 743001653 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142560002645 | 435 | 44.00 | 5/5/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EQ35Y464V00 | 743001653 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | 4.18 | 5/8/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D1LG0T57N00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142540001673 | 435 | 206.85 | 5/12/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E335YCSL500 | 742802643 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | 253.80 | 2/22/2017 | 5/24/2017 | 5/24/2017 | 3 | 41900 | DX3ZHXJG200 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | 233.98 | 1/8/2017 | 5/24/2017 | 5/24/2017 | 3 | 41900 | DV05MNY1F00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | 233.98 | 1/8/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | DYQBF36NZ00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | (289.24) | 5/6/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DDGPDK1KK01 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9820 | 7868388 | 435 | 33.49 | 5/5/2017 | 5/22/2017 | 5/22/2017 | 8 | 46501 | EFY0Y57QT00 | 272620340 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142500000910 | 435 | 42.02 | 5/4/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E4FBX7KTK00 | 741940911 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | 365.05 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DQTGT9LMK00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9059 | 00000 | 195 | 0.03 | 4/27/2017 | 5/9/2017 | 5/22/2017 | 2 | 46501 | EG35Y166N00 | |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142580006447 | 435 | 7.70 | 5/16/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EPFBZBSGC00 | 753051169 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142540002527 | 435 | 336.00 | 4/28/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ET35X777S00 | 743018935 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142570000718 | 435 | 18.55 | 5/3/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EX35X68BL00 | 473684680 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142580006447 | 435 | 8.25 | 5/17/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EPFBZBSGC00 | 753051169 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142580006447 | 435 | 7.70 | 5/15/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E4PBYDM3T00 | 753051169 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | 172.37 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D08B361XW00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | 49.51 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DNPNY21D600 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142540005043 | 435 | 55.21 | 5/11/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EM35Y9XDM00 | 382084239 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142480003909 | 435 | 48.82 | 5/10/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E3ABYB0Q600 | 274455437 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142510005090 | 435 | 43.84 | 5/10/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EM35Y6T0M00 | 30451788 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | 35.24 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D98ZL7KX800 | 6907058 |

| FT Request Wire Activity Date | Wire Line Number | PH | Control | Suffix | Account | ENTITY/PLAN | Draft Acct No | Draft No | Claim Office | Claim Amt | DCI DT | ISS DT | RCD DT | CLMT | BIC | CLAIM ID | TIN NUMBER |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142550005298 | 435 | 149.37 | 5/12/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EBPBY6ZV100 | 752472510 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817140540000401 | 435 | 39.98 | 5/8/2017 | 5/20/2017 | 5/22/2017 | 1 | 46501 | EVTWX864D00 | 461450004 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713866000001 | 59 | 2,340.41 | 5/10/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D8H9MMBKZ00 | 571209768 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142530002794 | 435 | 162.75 | 5/8/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EJFBY8NK500 | 746001118 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142480002469 | 435 | 134.18 | 5/8/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ETJLYBTMR00 | 760273984 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142540001673 | 435 | 22.05 | 5/15/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E9RTX7QL800 | 742802643 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | 294.58 | 5/14/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D0SS28RFG00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142540005043 | 435 | 41.27 | 4/27/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EFABY912W00 | 382084239 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | (289.41) | 5/1/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D1LG0QJRR01 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | (1,151.29) | 4/29/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DFJLBLFP801 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | 1,151.29 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DKS637QPY00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | 289.41 | 5/10/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D08B35PFZ00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142540001673 | 435 | 62.35 | 5/10/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EXABX9JHN00 | 742802643 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | 241.79 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DTGQNLY8C00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | (971.66) | 5/5/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DVSVL5QN801 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142560000675 | 435 | 74.71 | 5/5/2017 | 5/22/2017 | 5/22/2017 | 3 | 41039 | ENPBY5GCX00 | 451348006 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9820 | 7868109 | 435 | 22.05 | 5/1/2017 | 5/22/2017 | 5/22/2017 | 3 | 41039 | EFPBY9ZD000 | 514629184 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | (70.98) | 5/1/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DCDSGC1XN01 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | 17.64 | 5/14/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | D872N4B4Y00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142550003745 | 435 | 3,684.40 | 5/8/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | E3TWX9DC500 | 621656022 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142550006397 | 435 | 58.82 | 5/10/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EGABY7YH400 | 562546021 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142550006397 | 435 | 30.69 | 5/9/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EPABY6Y0400 | 562546021 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | 755.32 | 5/10/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D2NBYYNQQ00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | 17.19 | 5/9/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DL1F2QDCD00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | 10.30 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DGB89BWC100 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | 6.86 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DJZJ4NBV700 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | 4.37 | 5/9/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DQK7TR0B400 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | 2.56 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D6WYQH41100 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | (2.84) | 5/3/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DXXNGDNLR01 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | (4.01) | 5/3/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DWLJJRG5X01 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9820 | 7863015 | 435 | 35.00 | 5/17/2017 | 5/19/2017 | 5/19/2017 | 1 | 46500 | E3TWYB3MK00 | |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9820 | 7860171 | 435 | 35.00 | 5/15/2017 | 5/18/2017 | 5/18/2017 | 1 | 46500 | ERWYY7KYF00 | |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9820 | 7866202 | 435 | 35.00 | 5/17/2017 | 5/20/2017 | 5/22/2017 | 1 | 46500 | E5JLYCQXZ00 | |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9820 | 7874998 | 435 | 35.00 | 5/19/2017 | 5/24/2017 | 5/24/2017 | 1 | 46500 | EKTWZC56B00 | |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142560001391 | 435 | 146.76 | 4/28/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E135X7H0900 | 812369811 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142560001391 | 435 | 121.73 | 5/3/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E4FBX6D6S00 | 812369811 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142550005298 | 435 | 119.74 | 5/10/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E9JBX39WZ00 | 752472510 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142580005148 | 435 | 95.83 | 5/9/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EGABY7DHJ00 | 741601453 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142480003407 | 435 | 27.00 | 5/6/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EMJLY5Q9J00 | 273107766 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | 345.29 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | DTQYN4ZCN00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142540003797 | 435 | 78.91 | 4/28/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EPPBY5JY700 | 463981689 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142540005043 | 435 | 41.26 | 5/5/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ERFBY9RKQ00 | 382084239 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | 44.99 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DV8DM5Z2D00 | 6907058 |

| FT Request Wire Activity Date | Wire Line Number | PH | Control | Suffix | Account | ENTITY/PLAN | Draft Acct No | Draft No | Claim Office | Claim Amt | DCI DT | ISS DT | RCD DT | CLMT | BIC | CLAIM ID | TIN NUMBER |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | 6.15 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DQ0SVPSN900 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142560001391 | 435 | 86.84 | 5/11/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E5JLX86YS00 | 812369811 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | 57.96 | 5/9/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D872N2N7B00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | 5.20 | 5/10/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DSDTQG7L600 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | 329.68 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | DHD57FH2800 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | 34.27 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 3 | 41900 | D6CHRD7KV00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142540005043 | 435 | 57.83 | 5/12/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EPFBY9N1Y00 | 382084239 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142540005043 | 435 | 55.92 | 5/12/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | EPPBY7SLN00 | 382084239 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | 929.82 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DJZJ4MJWP00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142580002226 | 435 | 177.70 | 4/27/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EATWY6P5Q00 | 223875437 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | 18.05 | 5/8/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D3Q7X1KCP00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817140530001137 | 435 | 48.82 | 5/5/2017 | 5/20/2017 | 5/22/2017 | 1 | 46501 | EAABY4SDC00 | 710905290 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142580002996 | 435 | 28.55 | 5/3/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E5ABX7R5700 | 742974737 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | 0.50 | 5/10/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D7YVNKMD200 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9820 | 7868627 | 435 | 58.82 | 5/2/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ECJLY5MBZ00 | 273830550 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142540001673 | 435 | 443.80 | 5/11/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EVTWYBXXZ00 | 742802643 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142500003458 | 435 | 137.68 | 2/27/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EBFBY62JY00 | 611421483 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | 593.77 | 5/10/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DK7R4492500 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | 582.02 | 5/13/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D3ZGWMZYJ00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | 337.31 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DRBXSCZ6Y00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | 212.35 | 5/8/2017 | 5/24/2017 | 5/24/2017 | 4 | 41900 | DMWZZF1DZ00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | 74.30 | 5/8/2017 | 5/24/2017 | 5/24/2017 | 4 | 41900 | DHND6XW1Q00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142550006397 | 435 | 45.46 | 5/8/2017 | 5/22/2017 | 5/22/2017 | 4 | 46501 | EGTWY7HK400 | 562546021 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142540001673 | 435 | 451.34 | 5/4/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EPY0Y73MW00 | 742802643 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9820 | 7867447 | 435 | 1,437.93 | 3/28/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EAJLY5K4T00 | 742569713 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142500002605 | 435 | 7.96 | 3/17/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EFFBY5P9M00 | 461115446 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142550003745 | 435 | 448.80 | 5/15/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E4Y0YC8MR00 | 621656022 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142550003745 | 435 | 123.20 | 5/15/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | E5TWYC8J800 | 621656022 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142570002822 | 435 | 32.89 | 5/5/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EX35X749400 | 743017280 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142520000944 | 435 | 3,038.54 | 5/8/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ENPBY703Y00 | 452662980 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142500005003 | 435 | 139.00 | 5/3/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EM35Y4ZTM00 | 752131429 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142500000910 | 435 | 29.37 | 4/24/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EVTWX8JZ500 | 741940911 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | 28.14 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 4 | 41900 | DLKW1TZG700 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | 26.39 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 4 | 41900 | DDQXD4K8500 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | 0.18 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 4 | 41900 | DJ5V61YDM00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142580005062 | 435 | 46,476.19 | 3/13/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | ELFBYG4CM00 | 741152597 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | 78.07 | 5/9/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DQK7TQY9500 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142580002638 | 435 | 113.45 | 5/12/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EZABYBSX400 | 742879098 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | 748.14 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DJZJ4NCT000 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | 476.45 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DM3B0WZ8F00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | 286.99 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D0033PPHV00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | 171.22 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DG219TFWF00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | 18.48 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D2XKYJM1H00 | 6907058 |

| FT Request Wire Activity Date | Wire Line Number | PH | Control | Suffix | Account | ENTITY/PLAN | Draft Acct No | Draft No | Claim Office | Claim Amt | DCI DT | ISS DT | RCD DT | CLMT | BIC | CLAIM ID | TIN NUMBER |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713865000001 | 59 | 2,022.01 | 5/9/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DQTGTB2LS00 | 1014202 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713866000001 | 59 | 273.33 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D638RW7Q200 | 571209768 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713866000001 | 59 | 214.59 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DWVRJD0B800 | 571209768 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713866000001 | 59 | 68.95 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D3Q7X367200 | 571209768 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713866000001 | 59 | 29.42 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D0JK2QTDT00 | 571209768 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9820 | 7866901 | 435 | 128.38 | 5/3/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EKJLY448H00 | 741675741 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9820 | 7866901 | 435 | 128.38 | 5/3/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EKABY4J7T00 | 741675741 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142580005148 | 435 | 120.80 | 5/6/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EHPBY4CPS00 | 741601453 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142480003909 | 435 | 18.55 | 5/4/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EWPBX789900 | 274455437 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142550003745 | 435 | 3,699.36 | 5/14/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EFY0ZBTJD00 | 621656022 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142510005090 | 435 | 13.98 | 5/5/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ET35X6LTY00 | 30451788 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142550001260 | 435 | 122.26 | 5/2/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | E8PBX8VB000 | 742322056 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142520000584 | 435 | 102.60 | 5/12/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ETABYFHVD00 | 233069260 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142570002789 | 435 | 58.82 | 5/5/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E0Y0X77YL00 | 743008354 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142570003963 | 435 | 45.32 | 5/1/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EDY0Y38CG00 | 464001696 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142570002789 | 435 | 39.98 | 4/22/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E902X4CVN00 | 743008354 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | 109.99 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D7PMP2TNV00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | 63.30 | 5/9/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D0SS272DZ00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | 8.67 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DN56Z0X2F00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142520001804 | 435 | 57.72 | 5/11/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E735X8RC500 | 742797645 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | 121.88 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DYQBF3Q2R00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | 75.51 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DNPNY1WCP00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9820 | 7867065 | 435 | 100.79 | 5/8/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EKTWY7FST00 | 262150760 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9095 | 00000 | 235 | 353.40 | 5/22/2017 | 5/22/2017 | 5/24/2017 | 99 | 46501 | | |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142510001070 | 435 | 153.54 | 5/6/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | E135X67BF00 | 742109824 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142510001070 | 435 | 123.88 | 5/6/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | E135X6MQC00 | 742109824 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142510001070 | 435 | 17.51 | 5/6/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EZTWX67LR00 | 742109824 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | 39.88 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DTGQNMVFJ00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142530005206 | 435 | 18.55 | 4/28/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E0PBX8XVB00 | 204255981 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9820 | 7868388 | 435 | 486.07 | 5/9/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | EHY0Y5QCP00 | 272620340 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9820 | 7868388 | 435 | 90.15 | 5/9/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | EHY0Y5QCP01 | 272620340 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9820 | 7868388 | 435 | 7.41 | 5/9/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | EHY0Y5QCP02 | 272620340 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9059 | 00000 | 469 | 0.01 | 4/11/2017 | 5/10/2017 | 5/23/2017 | 1 | 46501 | ESY0X71F000 | |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142540005043 | 435 | 83.80 | 5/4/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | EBFBY78JC00 | 382084239 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | (6.59) | 5/1/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DW22KNM9R01 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | 9.39 | 5/13/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DZ7SD5DCX00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142560003715 | 435 | 21.76 | 3/20/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E3TWX8J3500 | 205684282 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | 848.13 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | DBBWJCKZS00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | 16.95 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | DLKW1TH3900 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142550001260 | 435 | 133.27 | 5/9/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E6PBYBLHN00 | 742322056 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142540005043 | 435 | 50.13 | 5/12/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EVJLYC4SN00 | 382084239 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142550001260 | 435 | 22.87 | 5/9/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E6Y0YBR0J00 | 742322056 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142480003407 | 435 | 113.40 | 5/2/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ET35X6Z7D00 | 273107766 |

| FT Request Wire Activity Date | Wire Line Number | PH | Control | Suffix | Account | ENTITY/PLAN | Draft Acct No | Draft No | Claim Office | Claim Amt | DCI DT | ISS DT | RCD DT | CLMT | BIC | CLAIM ID | TIN NUMBER |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9820 | 7874996 | 435 | 35.00 | 2/27/2017 | 5/24/2017 | 5/24/2017 | 1 | 46500 | E5TWYD3SQ00 | |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142540001673 | 435 | 99.40 | 4/12/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ELPBY63ZN00 | 742802643 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | 399.96 | 5/8/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DB2NJSJTW00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | 241.79 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DW22KS2HY00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | 138.64 | 5/8/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DQ90V65BL00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | 50.83 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D8RJM5Q0Q00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | 318.92 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DHXM6JF2C00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142540005043 | 435 | 34.87 | 5/12/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ECJLY9J1Z00 | 382084239 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142570002693 | 435 | 9.29 | 5/11/2017 | 5/22/2017 | 5/22/2017 | 6 | 46501 | EZABX84KF00 | 742984296 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142570002693 | 435 | 9.29 | 5/8/2017 | 5/22/2017 | 5/22/2017 | 6 | 46501 | EFY0Y511G00 | 742984296 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | 200.10 | 5/10/2017 | 5/24/2017 | 5/24/2017 | 3 | 41900 | DD6GF1XFK00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | 1.97 | 5/10/2017 | 5/24/2017 | 5/24/2017 | 4 | 41900 | DL1F2QSH400 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142500005463 | 435 | 96.72 | 5/10/2017 | 5/22/2017 | 5/22/2017 | 4 | 46501 | E6PBYBDNQ00 | 412059301 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142500005463 | 435 | 28.55 | 5/10/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | ERFBY7JHT00 | 412059301 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | (13.24) | 5/3/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DQK7TNTK001 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142480003088 | 435 | 109.41 | 4/27/2017 | 5/22/2017 | 5/22/2017 | 1 | 41039 | E0Y0YCF1400 | 272466786 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142480003088 | 435 | 47.66 | 4/27/2017 | 5/22/2017 | 5/22/2017 | 1 | 41039 | E4FBYB5WW00 | 272466786 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142480003088 | 435 | 906.26 | 4/21/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E0PBYCFJD00 | 272466786 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | 12.97 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DQ0SVPSWT00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | 5.22 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DSDTQGVH400 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | 411.01 | 5/9/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DR2PSSR1Y00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142530004414 | 435 | 98.53 | 5/9/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EMJLY57N700 | 202589219 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142540001673 | 435 | 77.35 | 4/13/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E9JBX6XMP00 | 742802643 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142500000910 | 435 | 31.99 | 5/5/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ENFBY455L00 | 741940911 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142530004414 | 435 | 14.69 | 5/9/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EMJLY57N701 | 202589219 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | 171.30 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DGLH8VRR600 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142580005148 | 435 | 120.36 | 5/4/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | E735X6D7G00 | 741601453 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | 1.76 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DQ0SVPTL200 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817140350000710 | 435 | 184.00 | 5/3/2017 | 5/20/2017 | 5/22/2017 | 1 | 46501 | E9ABX38B700 | 752131429 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9820 | 7868388 | 435 | 99.38 | 5/9/2017 | 5/22/2017 | 5/22/2017 | 4 | 46501 | EJFBY6T8D00 | 272620340 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142500005003 | 435 | 184.00 | 5/9/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EMABY78DD00 | 752131429 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142500005003 | 435 | 49.50 | 5/9/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EWY0X9KF600 | 752131429 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142500005003 | 435 | 5.00 | 5/9/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EWFBX97V100 | 752131429 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | 1,487.95 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | D5KTSV0WQ00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | 1,478.13 | 5/10/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | D872N2YQC00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142560000675 | 435 | 74.71 | 5/11/2017 | 5/22/2017 | 5/22/2017 | 2 | 41039 | EVTWYBJXM00 | 451348006 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | 44.66 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | DV8DM600100 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | 207.27 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 3 | 41900 | DNPNY2TD000 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142540006023 | 435 | 39.98 | 4/21/2017 | 5/22/2017 | 5/22/2017 | 4 | 46501 | EKTWY49G600 | 571197015 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | 112.99 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DV05MNKN100 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142580001606 | 435 | 108.63 | 5/8/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EAJLY7ZQN00 | 742543414 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142530001831 | 435 | 36.55 | 5/1/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | EYY0X6NBN00 | 264385285 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142530001831 | 435 | 36.55 | 5/1/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EMTWY5KZ000 | 264385285 |

| FT Request Wire Activity Date | Wire Line Number | PH | Control | Suffix | Account | ENTITY/PLAN | Draft Acct No | Draft No | Claim Office | Claim Amt | DCI DT | ISS DT | RCD DT | CLMT | BIC | CLAIM ID | TIN NUMBER |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817142540005043 | 435 | 40.09 | 5/1/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EFPBY9P0W00 | 382084239 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9056 | 231713869000001 | 59 | 27.06 | 5/9/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DP73X2PZ200 | 6907058 |
| | | | | | | **HC BUYUP Total** | | | | **126,915.54** | | | | | | | |
| | | | | | | **Grand Total** | | | | **393,851.12** | | | | | | | |

| FT Request Wire Activity Date | Wire Line Number | PH | Control | Suffix | Account | ENTITY/PLAN | Draft Acct No | Draft No | Claim Office | Claim Amt | DCI DT | ISS DT | RCD DT | CLMT | BIC | CLAIM ID | TIN NUMBER |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9046 | 817142540001673 | 435 | 1,179.96 | 5/11/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ECABY86TV00 | 742802643 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9046 | 817142480003088 | 435 | 278.74 | 5/1/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E4Y0YCMJC00 | 272466786 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9046 | 817142580006447 | 435 | 28.93 | 5/16/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EM35ZBCVS00 | 753051169 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9056 | 231713869000001 | 59 | 748.14 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DT6HP2JKC00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9056 | 231713869000001 | 59 | 171.30 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D7YVNLCX000 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9056 | 231713869000001 | 59 | 87.99 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D9TFK9J6900 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9056 | 231713869000001 | 59 | 18.48 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DF8CC6BZK00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9046 | 817142560001109 | 435 | 94.26 | 2/3/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EA35XVB2T01 | 742139209 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9046 | 817142500004107 | 435 | 84.97 | 3/1/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EAJLYBC5Q01 | 208038092 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9046 | 817142500004107 | 435 | 53.82 | 3/8/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EZJLXG7RM00 | 208038092 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9046 | 817142570002351 | 435 | 45.00 | 3/1/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EDFBY1CSF00 | 742862715 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9056 | 231713869000001 | 59 | 183.16 | 5/10/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | D8H9MMFXY00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9046 | 817142530001432 | 435 | 41.50 | 5/11/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | EWY0X976R00 | 454498900 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9056 | 231713869000001 | 59 | (292.15) | 4/27/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | DRM4RQG6Q01 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9056 | 231713869000001 | 59 | 365.05 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DNYWXLJ3N00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9056 | 231713869000001 | 59 | 544.96 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 4 | 41900 | DT6HP21HH00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9046 | 817142520001121 | 435 | 25.93 | 5/2/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E135X8TFJ00 | 742115988 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9820 | 7867063 | 435 | 23.55 | 5/4/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EBY0Y55GD00 | 262150760 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9046 | 817142520000584 | 435 | 35.42 | 5/8/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EBY0Y841R00 | 233069260 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9046 | 817142520000584 | 435 | 15.55 | 5/10/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E2PBYBFH200 | 233069260 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9046 | 817142520000584 | 435 | 15.55 | 5/12/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EWPBYDMMF00 | 233069260 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9056 | 231713869000001 | 59 | 171.30 | 5/13/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DYQBF3H7Q00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9056 | 231713869000001 | 59 | 1,196.26 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DMCK0DMLZ00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9056 | 231713869000001 | 59 | 171.30 | 5/10/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D2D3ZF63X00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9056 | 231713869000001 | 59 | 9.27 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 5 | 41900 | D0SS28G3J00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9046 | 817142510000340 | 435 | 13.55 | 5/10/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EDFBY65L000 | 431980247 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9046 | 817142550002559 | 435 | 53.82 | 5/5/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EJPBY651G00 | 742916445 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9046 | 817142580002226 | 435 | 36.26 | 4/28/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | E0FBX844Q00 | 223875437 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9046 | 817142540001029 | 435 | 212.61 | 5/12/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EDFBY96M700 | 742206635 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9046 | 817142540001673 | 435 | 287.35 | 5/11/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ESPBX9SKV00 | 742802643 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9056 | 231713869000001 | 59 | 130.47 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DRBXSCJ9700 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9056 | 231713869000001 | 59 | (130.47) | 5/1/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DFSTB4CYM01 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9046 | 817142560001521 | 435 | 85.98 | 5/5/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EJFBY8X7R00 | 742554159 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9056 | 231713869000001 | 59 | 734.61 | 5/13/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DHD57G8KG00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9056 | 231713869000001 | 59 | 6.59 | 5/13/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DW22KT1BW00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9046 | 817142580003866 | 435 | 401.52 | 4/27/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EAABY4TRD00 | 205100794 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9059 | 00000 | 195 | 0.03 | 4/26/2017 | 5/9/2017 | 5/22/2017 | 1 | 46501 | EFFBY4W6900 | |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9046 | 817142570002396 | 435 | 33.08 | 5/5/2017 | 5/22/2017 | 5/22/2017 | 4 | 46501 | EM35Y41Y800 | 742874650 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9046 | 817142550002769 | 435 | 9.45 | 4/14/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ECTWY7YLS00 | 271121048 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9046 | 817142580002996 | 435 | 30.96 | 5/3/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E535X9FC500 | 742974737 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9046 | 817142520001795 | 435 | 27.94 | 5/4/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E1ABX8YN100 | 742793592 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9046 | 817142520001660 | 435 | 39.27 | 4/27/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | E135X7TYP00 | 742663370 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9056 | 231713869000001 | 59 | (111.76) | 5/2/2017 | 5/24/2017 | 5/24/2017 | 4 | 41900 | DMMRZTG4801 | 6907058 |

| FT Request Wire Activity Date | Wire Line Number | PH | Control | Suffix | Account | ENTITY/PLAN | Draft Acct No | Draft No | Claim Office | Claim Amt | DCI DT | ISS DT | RCD DT | CLMT | BIC | CLAIM ID | TIN NUMBER |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9046 | 817142570003515 | 435 | 134.31 | 5/8/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EQABY96W200 | 201909363 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9046 | 817142550005298 | 435 | 58.27 | 5/5/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EJABY53S700 | 752472510 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9046 | 817142540005043 | 435 | 32.06 | 4/22/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EDY0Y7SM200 | 382084239 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9095 | 00000 | 235 | 141.60 | 5/22/2017 | 5/22/2017 | 5/24/2017 | 99 | 46501 | | |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9056 | 231713869000001 | 59 | (61.82) | 5/6/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DR2PSS19G01 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9046 | 817142580005315 | 435 | 53.82 | 5/6/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E4PBYBY0D00 | 680501547 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9046 | 817142580002654 | 435 | 47.03 | 5/10/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | EPPBY5HNM00 | 742888035 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9046 | 817142510005090 | 435 | 69.53 | 5/12/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EMTWY7Z2S00 | 30451788 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9046 | 817144600002365 | 435 | 2,646.81 | 1/13/2017 | 5/24/2017 | 5/24/2017 | 1 | 46501 | EHPBXJL1Z02 | 233069260 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9046 | 817144600002365 | 435 | (2,336.81) | 1/13/2017 | 5/24/2017 | 5/24/2017 | 1 | 46501 | EHPBXJL1Z02 | 233069260 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9046 | 817142540005043 | 435 | 32.06 | 4/28/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EFY0Y9N6C00 | 382084239 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9046 | 817142540005043 | 435 | 23.10 | 4/28/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EGABY9MG000 | 382084239 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9046 | 817142540005043 | 435 | 13.56 | 4/28/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EGABY9MG002 | 382084239 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9046 | 817142540005043 | 435 | 4.61 | 4/28/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EGABY9MG001 | 382084239 |
| | | | | | | **DD1 BASIC Total** | | | | **8,017.63** | | | | | | | |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 2 | DD1 BUYUP | 9046 | 817142540001673 | 435 | 151.55 | 5/17/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ETABYGDF900 | 742802643 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 2 | DD1 BUYUP | 9046 | 817142540001673 | 435 | 62.30 | 5/17/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EFFBZB9YW00 | 742802643 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 2 | DD1 BUYUP | 9056 | 231713869000001 | 59 | 635.34 | 5/9/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DF04CMNWB00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 2 | DD1 BUYUP | 9056 | 231713869000001 | 59 | 370.85 | 5/8/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D1VP0BFP100 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 2 | DD1 BUYUP | 9056 | 231713869000001 | 59 | 182.00 | 5/9/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DV8DM52ZH00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 2 | DD1 BUYUP | 9046 | 817142560004207 | 435 | 38.48 | 3/8/2017 | 5/22/2017 | 5/22/2017 | 1 | 46500 | EKABY6QLW00 | 900109078 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 2 | DD1 BUYUP | 9056 | 231713869000001 | 59 | 26.39 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D5KTSTF6000 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 2 | DD1 BUYUP | 9056 | 231713869000001 | 59 | 21.30 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DBBWJCHCN00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 2 | DD1 BUYUP | 9056 | 231713869000001 | 59 | 12.64 | 5/10/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | DCP0FZTB600 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 2 | DD1 BUYUP | 9056 | 231713869000001 | 59 | 440.70 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DMWZZFZN600 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 2 | DD1 BUYUP | 9095 | 00000 | 235 | 7.80 | 5/22/2017 | 5/22/2017 | 5/24/2017 | 99 | 46501 | | |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 2 | DD1 BUYUP | 9056 | 231713869000001 | 59 | 17.00 | 5/8/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | DMCK0C9GT00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 2 | DD1 BUYUP | 9046 | 817142540001673 | 435 | 62.35 | 5/10/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EVABX9JK200 | 742802643 |
| | | | | | | **DD1 BUYUP Total** | | | | **2,028.70** | | | | | | | |
| | | | | | | **Grand Total** | | | | **10,046.33** | | | | | | | |

| FT Request Wire Activity Date | Wire Line Number | PH | Control | Suffix | Account | ENTITY/PLAN | Draft Acct No | Draft No | Claim Office | Claim Amt | DCI DT | ISS DT | RCD DT | CLMT | BIC | CLAIM ID | TIN NUMBER |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 3 | CSA BASIC | 9046 | 817142510002109 | 435 | 50.08 | 5/8/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E8Y0X9LLS00 | 264724246 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 3 | CSA BASIC | 9820 | 7867790 | 435 | 31.11 | 5/12/2017 | 5/22/2017 | 5/22/2017 | 2 | 41039 | E135X9RMR00 | 457610939 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 3 | CSA BASIC | 9046 | 817142540001673 | 435 | 583.80 | 5/15/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ECTWY889Z00 | 742802643 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 3 | CSA BASIC | 9046 | 817142540001673 | 435 | 222.06 | 5/15/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E0FBYB5YY00 | 742802643 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 3 | CSA BASIC | 9046 | 817142540001673 | 435 | 76.44 | 5/15/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ECABZB5CR00 | 742802643 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 3 | CSA BASIC | 9056 | 231713869000001 | 59 | 365.05 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DXXNGJJC400 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 3 | CSA BASIC | 9056 | 231713869000001 | 59 | 183.16 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 3 | 41900 | DHXM6HSM700 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 3 | CSA BASIC | 9046 | 817142560002645 | 435 | 30.96 | 5/3/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | E3TWX84NN00 | 743001653 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 3 | CSA BASIC | 9095 | 00000 | 235 | 28.20 | 5/22/2017 | 5/22/2017 | 5/24/2017 | 99 | 46501 | | |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 3 | CSA BASIC | 9046 | 817142550001282 | 435 | 29.92 | 5/2/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EHY0Y4P6T00 | 742347854 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 3 | CSA BASIC | 9046 | 817142540003147 | 435 | 93.82 | 4/17/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EQTWY5T5B00 | 272432027 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 3 | CSA BASIC | 9046 | 817142510006835 | 435 | 49.27 | 5/11/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E4Y0X84JK00 | 320242693 |
| | | | | | | **CSA BASIC Total** | | | | **1,743.87** | | | | | | | |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 3 | CSA BUYUP | 9095 | 00000 | 235 | 0.60 | 5/22/2017 | 5/22/2017 | 5/24/2017 | 99 | 46501 | | |
| | | | | | | **CSA BUYUP Total** | | | | **0.60** | | | | | | | |
| | | | | | | **Grand Total** | | | | **1,744.47** | | | | | | | |

| FT Request Wire Activity Date | Wire Line Number | PH | Control | Suffix | Account | ENTITY/PLAN | Draft Acct No | Draft No | Claim Office | Claim Amt | DCI DT | ISS DT | RCD DT | CLMT | BIC | CLAIM ID | TIN NUMBER |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 41.49 | 5/8/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DB2NJSYDR00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 17.98 | 5/8/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DWLJJTJYP00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142520004441 | 435 | 23.55 | 5/4/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ENFBY4TTQ00 | 900901336 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 486.13 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D4S4V7VXM00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9820 | 7866631 | 435 | 23.55 | 5/8/2017 | 5/22/2017 | 5/22/2017 | 4 | 46501 | EAABY5SLT00 | 471671829 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142580002226 | 435 | 106.48 | 4/29/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EYFBX8JHC00 | 223875437 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142520000584 | 435 | 748.08 | 4/20/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EWPBYB0D900 | 233069260 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142520003446 | 435 | 126.82 | 5/2/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E7ABX706Z00 | 204701276 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 3.63 | 5/8/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DTGQNK9PW00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142550003745 | 435 | 204.44 | 3/21/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | P4Y0X46RV00 | 621656022 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142560003715 | 435 | 20.83 | 3/20/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E4PBYBBWF00 | 205684282 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142560003715 | 435 | 5.82 | 3/20/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E4PBYBBWF01 | 205684282 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142560003715 | 435 | 4.32 | 3/22/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EQABY77GC00 | 205684282 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 1,912.12 | 5/8/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DHND6Y08Y00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142500004107 | 435 | 76.66 | 4/28/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EYFBX6FKV00 | 208038092 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 18.31 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 4 | 41900 | DXD6HGMDY00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 4.01 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 4 | 41900 | DTGQNM42W00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142580001570 | 435 | 195.00 | 3/27/2017 | 5/22/2017 | 5/22/2017 | 4 | 46501 | E3ABX9NMX00 | 812751014 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142580001570 | 435 | 169.00 | 3/28/2017 | 5/22/2017 | 5/22/2017 | 4 | 46501 | EQJLY695T01 | 812751014 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142580001570 | 435 | 141.00 | 3/29/2017 | 5/22/2017 | 5/22/2017 | 4 | 46501 | E2Y0X722S00 | 812751014 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142580001570 | 435 | 119.00 | 3/31/2017 | 5/22/2017 | 5/22/2017 | 4 | 46501 | E2Y0X722S02 | 812751014 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142580001570 | 435 | 119.00 | 3/30/2017 | 5/22/2017 | 5/22/2017 | 4 | 46501 | E2Y0X722S01 | 812751014 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142580001570 | 435 | 99.00 | 3/27/2017 | 5/22/2017 | 5/22/2017 | 4 | 46501 | E3ABX9NMX01 | 812751014 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142580001570 | 435 | 98.00 | 3/27/2017 | 5/22/2017 | 5/22/2017 | 4 | 46501 | EQJLY695T00 | 812751014 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142580001570 | 435 | 90.00 | 3/30/2017 | 5/22/2017 | 5/22/2017 | 4 | 46501 | E2Y0X722S02 | 812751014 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142580001570 | 435 | 87.00 | 3/28/2017 | 5/22/2017 | 5/22/2017 | 4 | 46501 | EQJLY695T00 | 812751014 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142580001570 | 435 | 63.00 | 3/29/2017 | 5/22/2017 | 5/22/2017 | 4 | 46501 | E2Y0X722S01 | 812751014 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142580001570 | 435 | 40.00 | 3/31/2017 | 5/22/2017 | 5/22/2017 | 4 | 46501 | E2Y0X722S03 | 812751014 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142580001570 | 435 | 17.00 | 3/28/2017 | 5/22/2017 | 5/22/2017 | 4 | 46501 | E2Y0X722S00 | 812751014 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142540005043 | 435 | 14.54 | 5/12/2017 | 5/22/2017 | 5/22/2017 | 4 | 46501 | EQ35Y75W000 | 382084239 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 147.60 | 5/14/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DRBXSCWN600 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 56.71 | 5/14/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D1VP0DKKT00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 1.76 | 5/13/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D3Q7X3JCD00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142540001673 | 435 | 30.45 | 5/16/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ER57ZBN4D00 | 742802643 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 18.60 | 5/8/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DK7R43PB600 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817138480001492 | 435 | 80.00 | 4/3/2017 | 5/18/2017 | 5/18/2017 | 1 | 46501 | E4PBX06W500 | 271121048 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142540004981 | 435 | 1,771.20 | 2/11/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ECABX9B0C01 | 204037037 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142580002996 | 435 | 77.37 | 4/12/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ESFBX1Z7N00 | 742974737 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142540004981 | 435 | 33.95 | 1/30/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EKJLXR9TM01 | 204037037 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142550002769 | 435 | 3.96 | 1/3/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E3ABWTTNF01 | 271121048 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142580001570 | 435 | 60.00 | 3/29/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EFFBY7LVV00 | 812751014 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142580001570 | 435 | 57.00 | 3/28/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EFFBY7LV700 | 812751014 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142580001570 | 435 | 9.00 | 3/28/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EFFBY7LVV00 | 812751014 |

| FT Request Wire Activity Date | Wire Line Number | PH | Control | Suffix | Account | ENTITY/PLAN | Draft Acct No | Draft No | Claim Office | Claim Amt | DCI DT | ISS DT | RCD DT | CLMT | BIC | CLAIM ID | TIN NUMBER |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 11.77 | 5/8/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D755PYG6700 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 1.76 | 5/8/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DCP0FZ2JV00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | (6.68) | 5/2/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D90RLLLZH01 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9820 | 7868200 | 435 | 13.55 | 5/2/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EFABY5W5S00 | 271619835 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817143540000422 | 435 | 400.75 | 5/5/2017 | 5/23/2017 | 5/23/2017 | 1 | 46500 | E735X9CVM00 | 261348995 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142480003407 | 435 | 110.25 | 5/5/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EPFBY5TQF00 | 273107766 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142480003407 | 435 | 50.40 | 5/5/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ENFBY3X6700 | 273107766 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142540005043 | 435 | 32.05 | 3/2/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EGJLY79B700 | 382084239 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142520002340 | 435 | 23.55 | 5/8/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ET35X8TMF00 | 742857700 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142540005043 | 435 | 9.21 | 3/3/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EGTWY8JTP00 | 382084239 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 18.60 | 5/8/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DJZJ4L73B00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | (5.03) | 4/24/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DPHBWFRXL01 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 1,791.83 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D5KTSSYF200 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 365.05 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DPHBWN8KF00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142580002226 | 435 | 76.26 | 4/25/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EM35Y41WD00 | 223875437 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142580001570 | 435 | 16.00 | 3/29/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EJABY7TLV00 | 812751014 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817140510000426 | 435 | 4.50 | 4/25/2017 | 5/20/2017 | 5/22/2017 | 1 | 46501 | EYPBX6MZV00 | 223875437 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 11.03 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | D08B36Y0M00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 10.13 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | D1LG0W5JL00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | (300.76) | 4/27/2017 | 5/24/2017 | 5/24/2017 | 3 | 41900 | D8H9MH53S01 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 24.39 | 5/13/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DBM3HX6TX00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142580001581 | 435 | 55.61 | 5/18/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EQJLZBVWX00 | 742515841 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 1,093.39 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D1LG0VB0T00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 265.82 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DNFFYJ52L00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | (265.82) | 5/2/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DH3Y7SSMX01 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | (1,093.39) | 5/3/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D35SXY1N801 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142550002559 | 435 | 56.70 | 5/5/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EJABY7JTF00 | 742916445 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142540001673 | 435 | 268.85 | 5/15/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EHPBY8CVQ00 | 742802643 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142520003446 | 435 | 44.05 | 5/1/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | E6Y0X9STP00 | 204701276 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 171.30 | 5/10/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D1201RTZ600 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 108.06 | 5/10/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DJZJ4LQND00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 14.39 | 5/10/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D7YVNKH8100 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142540005043 | 435 | 53.52 | 4/24/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | EJPBY8HL700 | 382084239 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9820 | 7869650 | 435 | 44.05 | 4/19/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EQJLY8MF600 | 753062483 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 98.89 | 5/10/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DYG3FJWCM00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142570003515 | 435 | 1,104.15 | 5/1/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E135X769800 | 201909363 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142480003407 | 435 | 274.50 | 5/2/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EBPBY296100 | 273107766 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142500005003 | 435 | 248.00 | 5/4/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EJPBY527Z00 | 752131429 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142500002605 | 435 | 7.96 | 4/10/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EWFBX9LVB00 | 461115446 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9059 | 00000 | 195 | 0.04 | 4/26/2017 | 5/13/2017 | 5/24/2017 | 1 | 46501 | EBPBY3S4F00 | |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9059 | 00000 | 469 | 0.01 | 5/1/2017 | 5/13/2017 | 5/24/2017 | 1 | 46501 | E135X769800 | |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 686.18 | 5/9/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DPRKW4GHQ00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142550002453 | 435 | 77.43 | 5/8/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EFFBY7LXM00 | 742871470 |

| FT Request Wire Activity Date | Wire Line Number | PH | Control | Suffix | Account | ENTITY/PLAN | Draft Acct No | Draft No | Claim Office | Claim Amt | DCI DT | ISS DT | RCD DT | CLMT | BIC | CLAIM ID | TIN NUMBER |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142480003407 | 435 | 49.50 | 5/8/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EHY0Y601G00 | 273107766 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142550002453 | 435 | 35.49 | 5/8/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EFFBY7LXM01 | 742871470 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142530003054 | 435 | 132.46 | 5/8/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E8PBX62YQ00 | 201419703 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142530003054 | 435 | 42.71 | 5/8/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EAJLY6GWD00 | 201419703 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142510004016 | 435 | 41.99 | 5/1/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E5TWX61PF00 | 205876191 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | (8.31) | 5/3/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DCY7FFSP401 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 8.71 | 5/9/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DF04CMX5P00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713866000001 | 59 | 305.78 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | D8RJM6F4300 | 571209768 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713866000001 | 59 | 139.73 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | DB2NJVL3K00 | 571209768 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142520004441 | 435 | 76.47 | 5/2/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | EFPBY5MBW00 | 900901336 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142540005034 | 435 | 43.82 | 1/17/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EYFBX6PGM00 | 204187000 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142520004441 | 435 | 2.76 | 5/2/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | EFPBY5MBW01 | 900901336 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142540001673 | 435 | 76.44 | 5/4/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E1TWYDY0T00 | 742802643 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 67.39 | 5/8/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DWB9K8FFY00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 48.86 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DYZKDMGKK00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 104.82 | 5/8/2017 | 5/24/2017 | 5/24/2017 | 3 | 41900 | DPHBWLV8W00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 337.31 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DXNFGYTMW00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142560001134 | 435 | 269.15 | 5/4/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EVTWX8F7V00 | 474726674 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142570003776 | 435 | 99.51 | 5/2/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E7TWX9PC400 | 205604060 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9820 | 7867872 | 435 | 97.28 | 3/17/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EZABX6FKL00 | 742852150 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142540001029 | 435 | 102.15 | 5/10/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EMTWY9XF800 | 742206635 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142500000897 | 435 | 401.52 | 4/27/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EYY0X7V1800 | 261973804 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 93.22 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DC4KGYWY000 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 11.82 | 5/8/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DMWZZF1G200 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142540001673 | 435 | 57.35 | 5/12/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EQABY85GT00 | 742802643 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142510002661 | 435 | 51.23 | 5/1/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EKJLY44YT00 | 742966092 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 15.76 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DKS637Q1J00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 323.22 | 5/10/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D2D3ZFB8900 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 207.91 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D638RX5G000 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142480001442 | 435 | 53.82 | 4/18/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ETTWYB64F00 | 742506786 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142560001134 | 435 | 115.89 | 5/4/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EVJLX7SJ500 | 474726674 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 1,912.12 | 5/8/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DRWCRCXJ800 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 523.59 | 5/10/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DX3ZHWKYX00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 299.17 | 5/8/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DNFFYH2SX00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 76.88 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DQ90V74KK00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 12.14 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DJ5V60TTZ00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 12.14 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DGVQ8CL9K00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142580002226 | 435 | 66.30 | 4/20/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EXABX6MPC00 | 223875437 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142580002226 | 435 | 3.31 | 4/20/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EXABX6MPC02 | 223875437 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142560003203 | 435 | 43.82 | 4/28/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E5TWX760K00 | 272352024 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9820 | 7869685 | 435 | 10.37 | 3/31/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | EDPBY6B5N00 | 562564134 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9820 | 7869685 | 435 | 10.37 | 4/7/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | EDPBY6B7R00 | 562564134 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9820 | 7869685 | 435 | 10.37 | 4/18/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | EDY0Y6B5D00 | 562564134 |

| FT Request Wire Activity Date | Wire Line Number | PH | Control | Suffix | Account | ENTITY/PLAN | Draft Acct No | Draft No | Claim Office | Claim Amt | DCI DT | ISS DT | RCD DT | CLMT | BIC | CLAIM ID | TIN NUMBER |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 449.07 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DF04CPP8500 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 17.66 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DGVQ8D5HJ00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 5.13 | 5/13/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DRWCRFPJP00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 0.39 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DV05MP0DP00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | (849.65) | 5/1/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DYZKDHGLF01 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 45.62 | 5/8/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D2NBYXWQL00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 42.42 | 5/8/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DCDSGFPDT00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142550003745 | 435 | 3,153.85 | 5/6/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E735X9B6B00 | 621656022 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142580005148 | 435 | 59.62 | 5/8/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EZJLX76BQ00 | 741601453 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142500000910 | 435 | 11.22 | 5/6/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EWY0X9SHW00 | 741940911 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142540005043 | 435 | 51.31 | 4/20/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EPY0Y9DBL00 | 382084239 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142550002769 | 435 | 56.64 | 4/11/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E8FBX8Y6J00 | 271121048 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142550002769 | 435 | 29.58 | 4/12/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E8PBX7BXS00 | 271121048 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142550002769 | 435 | 15.51 | 4/11/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E8FBX8Y6J01 | 271121048 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142550002769 | 435 | 9.24 | 4/12/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E8FBX8Y6J01 | 271121048 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 159.54 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D6MQQYQB300 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 6.59 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D3ZGWN79F00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142580005492 | 435 | 109.05 | 5/1/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EWFBX8DZ300 | 710905290 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 210.46 | 5/13/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DVSVL8LB500 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 2.82 | 5/10/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DJ5V60LVC00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817144530005984 | 435 | 150.00 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 1 | 46501 | ETTWYGXYM00 | 311805826 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817140510000573 | 435 | 28.57 | 4/19/2017 | 5/20/2017 | 5/22/2017 | 1 | 46501 | EYPBX6FKV00 | 742844650 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142550005298 | 435 | 23.55 | 5/15/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ESPBYB6TR00 | 752472510 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142560001521 | 435 | 15.97 | 5/13/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E3TWYBY1Y00 | 742554159 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9820 | 7863014 | 435 | 2.57 | 3/30/2017 | 5/19/2017 | 5/19/2017 | 1 | 46500 | EDFBY957H00 | |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 53.68 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | D6WYQH76M00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142540005043 | 435 | 71.24 | 5/8/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | E1TWYDK9D00 | 382084239 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142540001673 | 435 | 72.67 | 4/12/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EGABY96NY00 | 742802643 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142540002415 | 435 | 133.27 | 5/3/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EJABY51R500 | 742985661 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142530001431 | 435 | 37.10 | 5/2/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | E2Y0X7NS400 | 742660479 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142580001581 | 435 | 23.55 | 5/6/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EGABY5Z2C00 | 742515841 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142580001581 | 435 | 11.43 | 5/6/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ERWYY35WW00 | 742515841 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 55.36 | 5/9/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D4S4V5RK000 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 6.71 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D4S4V7L4L00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9059 | 00000 | 195 | 0.03 | 4/28/2017 | 5/8/2017 | 5/19/2017 | 1 | 46501 | E1TWX6SJ400 | |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142510000279 | 435 | 2,022.00 | 4/27/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ENFBY4TQ500 | 472071789 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142510005058 | 435 | 153.96 | 4/27/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EJPBY5JWZ00 | 651255384 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142510005058 | 435 | 82.62 | 4/29/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EJPBY5JWZ00 | 651255384 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142510005058 | 435 | 82.29 | 4/30/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EFPBY511Y00 | 651255384 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142540002928 | 435 | 39.00 | 4/27/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EA35Y5VJ300 | 272008627 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9059 | 00000 | 195 | 0.03 | 4/26/2017 | 5/9/2017 | 5/22/2017 | 1 | 46501 | EGABY31JX00 | |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142480003444 | 435 | 179.72 | 3/5/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EMABY6QFX00 | 202211555 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142480003444 | 435 | 94.79 | 3/8/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EMABY6QFX00 | 202211555 |

| FT Request Wire Activity Date | Wire Line Number | PH | Control | Suffix | Account | ENTITY/PLAN | Draft Acct No | Draft No | Claim Office | Claim Amt | DCI DT | ISS DT | RCD DT | CLMT | BIC | CLAIM ID | TIN NUMBER |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142480003444 | 435 | 63.98 | 3/7/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EMABY6QFX00 | 202211555 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142480003444 | 435 | 63.98 | 3/6/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EMABY6QFX00 | 202211555 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142560003715 | 435 | 45.78 | 3/15/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | E7ABX7FQ400 | 205684282 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142560003715 | 435 | 12.21 | 3/15/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | E7ABX7FQ401 | 205684282 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142540001673 | 435 | 76.44 | 5/12/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ENPBY91ZF00 | 742802643 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142540001673 | 435 | 58.80 | 5/12/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E5JLX9W3800 | 742802643 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 192.35 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D5KTSV2DX00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142540005043 | 435 | 26.37 | 5/10/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EDFBY716400 | 382084239 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142530003154 | 435 | 13.75 | 5/10/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E1JLYD1QC00 | 272356066 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142530001079 | 435 | 96.34 | 5/4/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | E735X6ZFK00 | 742247256 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | (205.99) | 5/3/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | DQ0SVM14L01 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142500005003 | 435 | 8,096.00 | 5/4/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EJY0Y575101 | 752131429 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142500005003 | 435 | 2,239.00 | 5/4/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EJY0Y575100 | 752131429 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142500005003 | 435 | 184.00 | 5/4/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EJPBY6GJX00 | 752131429 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9059 | 00000 | 469 | 0.01 | 4/14/2017 | 5/12/2017 | 5/23/2017 | 1 | 46501 | E6FBX3JFS00 | |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142580003521 | 435 | 23.55 | 5/1/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EPY0Y4Y0X00 | 272243275 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142530001245 | 435 | 143.18 | 4/24/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EBY0Y57WL00 | 454034067 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142530001245 | 435 | 3.45 | 4/24/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EBY0Y57WL01 | 454034067 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 171.80 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DJ5V627TV00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 9.00 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DPRKW6NS200 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142550005298 | 435 | 23.55 | 5/15/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ESPBYB6RX00 | 752472510 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 1,184.87 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DLV31CN6700 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 28.14 | 5/13/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DJ5V61LQT00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 17.66 | 5/13/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D5KTSTNK700 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142580003866 | 435 | 1,178.80 | 1/24/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ETTWYB39Q00 | 205100794 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142540005043 | 435 | 112.65 | 5/7/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E0FBX9FJ500 | 382084239 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 1,051.90 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DPRKW57NQ00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142550005298 | 435 | 23.55 | 5/5/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EK35Y3S0B00 | 752472510 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142520003296 | 435 | 73.55 | 5/8/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ET35X8TG000 | 201377587 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 85.52 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DPRKW5R0000 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9059 | 00000 | 195 | 0.02 | 4/25/2017 | 5/9/2017 | 5/22/2017 | 1 | 46501 | EGJLY4KSS00 | |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 172.62 | 5/10/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DMMRZXG0T00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142540001673 | 435 | 285.25 | 5/17/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EXJLYCP5B00 | 742802643 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142540004514 | 435 | 15.17 | 5/18/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E9ABX9SS200 | 203099334 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 428.40 | 5/14/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DCP0G149R00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142580004731 | 435 | 375.66 | 5/4/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ERFBY780G00 | 464883357 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142540005043 | 435 | 52.53 | 4/27/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EFFBY9W0200 | 382084239 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142540005043 | 435 | 49.31 | 4/27/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EFPBY9N1L00 | 382084239 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142580003866 | 435 | 73.58 | 5/3/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EQABY6B5F00 | 205100794 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 172.37 | 5/10/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D47PW47N700 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9059 | 00000 | 195 | 0.01 | 5/3/2017 | 5/13/2017 | 5/24/2017 | 2 | 46501 | EQABY6B5F00 | |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 93.22 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DF04CP1SW00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142520000741 | 435 | 13.55 | 5/8/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E7ABX7D7500 | 261598457 |

| FT Request Wire Activity Date | Wire Line Number | PH | Control | Suffix | Account | ENTITY/PLAN | Draft Acct No | Draft No | Claim Office | Claim Amt | DCI DT | ISS DT | RCD DT | CLMT | BIC | CLAIM ID | TIN NUMBER |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 67.39 | 2/9/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | DNYWXLF1H00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 17.98 | 2/9/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | DXD6HFZ9L00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 3.39 | 5/14/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DMCK0F3T400 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142580005148 | 435 | 117.55 | 5/10/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ELFBY7MLB00 | 741601453 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 76.88 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D4S4V6K4400 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142550001858 | 435 | 43.02 | 3/8/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E1JLX8V6R00 | 264105496 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | (26.39) | 5/1/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DXD6H9WZ501 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142520003553 | 435 | 490.04 | 4/14/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EC35Y6DCD00 | 208974680 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9820 | 7868200 | 435 | 23.55 | 5/4/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E4PBX9YNG00 | 271619835 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142580001581 | 435 | 28.58 | 5/17/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EQABZB2KS00 | 742515841 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142580001581 | 435 | 4.20 | 5/17/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ENFBY803H00 | 742515841 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9095 | 00000 | 235 | 580.20 | 5/22/2017 | 5/22/2017 | 5/24/2017 | 99 | 46501 | | |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142510001526 | 435 | 46.53 | 5/10/2017 | 5/22/2017 | 5/22/2017 | 2 | 41039 | E9ABX6BGX00 | 742634091 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142540001673 | 435 | 1,296.23 | 5/10/2017 | 5/22/2017 | 5/22/2017 | 1 | 46500 | EPABZBC4001 | 742802643 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142540001673 | 435 | 3,921.20 | 5/10/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EPABZBC4000 | 742802643 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142520000323 | 435 | 93.82 | 4/24/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EYY0X61S500 | 431956141 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142520000323 | 435 | 62.66 | 4/24/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EZ35X61SZ00 | 431956141 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817140510000573 | 435 | 67.79 | 5/1/2017 | 5/20/2017 | 5/22/2017 | 1 | 46501 | EX35X6FKS00 | 742844650 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142500006130 | 435 | 122.43 | 5/2/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EAABY3LDY00 | 200487647 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142510004016 | 435 | 61.74 | 5/2/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ETABX99TG00 | 205876191 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142550002559 | 435 | 53.82 | 5/1/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ESFBX77BV00 | 742916445 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142570001394 | 435 | 37.57 | 5/1/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EQ35Y6K3400 | 742430621 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 89.67 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D872N4JND00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 37.65 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D59LT9LR600 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142530005206 | 435 | 49.66 | 4/25/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EZABX8XLF00 | 204255981 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 8.31 | 5/9/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DJG25JLGB00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | (8.31) | 4/30/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D9TFK55QP01 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142550005298 | 435 | 1,405.20 | 5/8/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EKJLY55MY00 | 752472510 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142540001673 | 435 | 107.33 | 5/12/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | ENFBY6WVF00 | 742802643 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142550006401 | 435 | 79.06 | 4/28/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | E8PBX7BZF00 | 200340940 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142510004016 | 435 | 58.72 | 5/11/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EM35ZBC2T00 | 205876191 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 1.36 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DB2NJTC5Y00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142580005002 | 435 | 48.56 | 5/18/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | E8PBYC2PR00 | 202673482 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142580001581 | 435 | 108.63 | 5/5/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | ELY0Y5VVF00 | 742515841 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142580001581 | 435 | 51.44 | 5/5/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EGJLY5YDG00 | 742515841 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142580001581 | 435 | 23.55 | 5/10/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EVTWYBJ0X00 | 742515841 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142540005043 | 435 | 14.57 | 5/5/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | ERWYY7TH900 | 382084239 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142580001581 | 435 | 12.77 | 5/5/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EGJLY5YDG01 | 742515841 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142520000323 | 435 | 177.43 | 4/25/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EYPBX61S500 | 431956141 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142520000323 | 435 | 2.14 | 4/25/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EYPBX61S501 | 431956141 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 369.22 | 5/9/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DK7R4425800 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 19.27 | 5/9/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DS4LQXQMK00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 24.39 | 5/10/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D59LT88KV00 | 6907058 |

| FT Request Wire Activity Date | Wire Line Number | PH | Control | Suffix | Account | ENTITY/PLAN | Draft Acct No | Draft No | Claim Office | Claim Amt | DCI DT | ISS DT | RCD DT | CLMT | BIC | CLAIM ID | TIN NUMBER |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 12.64 | 5/9/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DM3B0V50700 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 17.66 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DTQYN4KDW00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142550002453 | 435 | 65.98 | 4/27/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EPABY5M0F00 | 742871470 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142550002453 | 435 | 8.06 | 4/27/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EPABY5M0F01 | 742871470 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 1.42 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DTGQNLZ8400 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142560002645 | 435 | 23.55 | 4/20/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EGABY54LR00 | 743001653 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 1,051.90 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DYZKDNJX300 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 414.95 | 5/10/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DXNFGYM3P00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 263.28 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DT6HP34HT00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 238.63 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DHXM6JFXP00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 171.30 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D2D3ZGKXS00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 2.00 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DH3Y7Y3DP00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142540005043 | 435 | 67.93 | 5/11/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EDFBY9GQB00 | 382084239 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142540005043 | 435 | 25.40 | 5/11/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EDFBY9GQB01 | 382084239 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142520000584 | 435 | 140.83 | 5/12/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EFY0ZB18400 | 233069260 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142540004514 | 435 | 140.12 | 5/17/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E2PBYB2MM00 | 203099334 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 171.30 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D1B71B5K500 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142560001521 | 435 | 58.81 | 5/12/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EVABYC2KX00 | 742554159 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 458.60 | 5/9/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D1201RQ0C00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 5.03 | 5/9/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D872N2TCK00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142480003407 | 435 | 113.40 | 4/28/2017 | 5/22/2017 | 5/22/2017 | 4 | 46501 | EXJLX6DCN00 | 273107766 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142540006299 | 435 | 65.25 | 5/1/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EWPBX863300 | 320014517 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142520003446 | 435 | 13.55 | 5/1/2017 | 5/22/2017 | 5/22/2017 | 4 | 46501 | EZABX7T5G00 | 204701276 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142580006447 | 435 | 8.22 | 5/17/2017 | 5/22/2017 | 5/22/2017 | 4 | 46501 | EQTWZBT4000 | 753051169 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142480003558 | 435 | 23.55 | 5/3/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E5JLX645Z00 | 205667741 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142570000382 | 435 | 11.63 | 4/18/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ESPBX750B00 | 432032442 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142520002403 | 435 | 110.06 | 4/27/2017 | 5/22/2017 | 5/22/2017 | 4 | 46501 | EDPBY43SL00 | 481270229 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9820 | 7867063 | 435 | 106.31 | 5/5/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | EGTWY6SLT00 | 262150760 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142540001673 | 435 | 4,694.29 | 1/10/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E135WQRQS02 | 742802643 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142540001673 | 435 | 254.19 | 1/10/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E135WQRQS03 | 742802643 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142540001079 | 435 | 16.73 | 5/8/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EJY0Y7W6900 | 742278569 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 6.53 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DBWBHG5Z100 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142530003081 | 435 | 235.70 | 5/9/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E0Y0X8K1C00 | 201458117 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142540001807 | 435 | 205.40 | 5/10/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E4PBYB7LJ00 | 840611484 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142540001807 | 435 | 106.84 | 5/10/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EJFBY9CKK00 | 840611484 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 825.06 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DQK7TSTFL00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 387.73 | 5/9/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DTQYN35F800 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142510003163 | 435 | 87.68 | 4/11/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EPABY571800 | 201234461 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142510003163 | 435 | 84.97 | 3/27/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EPPBY4SVD00 | 201234461 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142550002205 | 435 | 16.73 | 5/10/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EQTWY7VRC00 | 270029659 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142560001521 | 435 | 31.53 | 3/8/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EX35YBKZ800 | 742554159 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 173.02 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DSDTQHXRY00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 138.23 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DSP1Q1CNX00 | 6907058 |

| FT Request Wire Activity Date | Wire Line Number | PH | Control | Suffix | Account | ENTITY/PLAN | Draft Acct No | Draft No | Claim Office | Claim Amt | DCI DT | ISS DT | RCD DT | CLMT | BIC | CLAIM ID | TIN NUMBER |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | (173.02) | 5/3/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D7FDPF3PW01 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142570003515 | 435 | 276.08 | 5/2/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E0Y0X775H00 | 201909363 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142510002248 | 435 | 48.51 | 5/1/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EZTWX7MPT00 | 742816900 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 11.82 | 5/10/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D47PW48C400 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | (17.75) | 5/4/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D3Q7X089101 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 365.05 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DD6GF36HK00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817142580001606 | 435 | 94.26 | 5/2/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EQ35Y4LDK00 | 742543414 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9056 | 231713869000001 | 59 | 6.48 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D5KTSV3Y800 | 6907058 |
| | | | | | | **HS BASIC Total** | | | | **65,072.28** | | | | | | | |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 4 | HS BUYUP | 9056 | 231713869000001 | 59 | 100.23 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DF8CC76T500 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 4 | HS BUYUP | 9046 | 817142580005148 | 435 | 28.55 | 5/9/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EFY0Y7F4300 | 741601453 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 4 | HS BUYUP | 9046 | 817142480003766 | 435 | 51.18 | 5/1/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ENFBY54HR00 | 463990821 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 4 | HS BUYUP | 9046 | 817142500002605 | 435 | 47.87 | 5/1/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E1TWX9M0G00 | 461115446 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 4 | HS BUYUP | 9820 | 7868200 | 435 | 56.46 | 5/2/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EDY0Y3MZD00 | 271619835 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 4 | HS BUYUP | 9046 | 817142540003797 | 435 | 140.12 | 5/2/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EWPBYBZBK00 | 463981689 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 4 | HS BUYUP | 9056 | 231713869000001 | 59 | 2.43 | 5/8/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | D7PMP0F2K00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 4 | HS BUYUP | 9046 | 817142540006299 | 435 | 145.37 | 4/30/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | ETJLX9CB900 | 320014517 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 4 | HS BUYUP | 9095 | 00000 | 235 | 19.20 | 5/22/2017 | 5/22/2017 | 5/24/2017 | 99 | 46501 | | |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 4 | HS BUYUP | 9056 | 231713869000001 | 59 | 25.14 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D90RLR4NB00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 4 | HS BUYUP | 9056 | 231713869000001 | 59 | 6.30 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D8RJM6PRC00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 4 | HS BUYUP | 9820 | 7874528 | 435 | 0.07 | 5/11/2017 | 5/23/2017 | 5/23/2017 | 1 | 46500 | EJABZC03200 | |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 4 | HS BUYUP | 9820 | 7874528 | 435 | 0.07 | 5/9/2017 | 5/23/2017 | 5/23/2017 | 1 | 46500 | EHY0ZB1Y800 | |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 4 | HS BUYUP | 9046 | 817142540001673 | 435 | 76.44 | 4/25/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E6FBYBRLZ00 | 742802643 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 4 | HS BUYUP | 9046 | 817142570005105 | 435 | 52.01 | 5/2/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EGABY7BCZ00 | 710745831 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 4 | HS BUYUP | 9046 | 817142570001394 | 435 | 275.49 | 5/11/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EQABY77C500 | 742430621 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 4 | HS BUYUP | 9046 | 817142570001394 | 435 | 228.59 | 5/3/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EJABY5XF300 | 742430621 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 4 | HS BUYUP | 9046 | 817142570001394 | 435 | 79.95 | 5/6/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EJPBY5KN300 | 742430621 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 4 | HS BUYUP | 9046 | 817142570001394 | 435 | 76.93 | 4/29/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ER57Y6R4400 | 742430621 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 4 | HS BUYUP | 9820 | 7868627 | 435 | 62.57 | 5/3/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ECJLY5MBF00 | 273830550 |
| | | | | | | **HS BUYUP Total** | | | | **1,474.97** | | | | | | | |
| | | | | | | **Grand Total** | | | | **66,547.25** | | | | | | | |

| FT Request Wire Activity Date | Wire Line Number | PH | Control | Suffix | Account | ENTITY/PLAN | Draft Acct No | Draft No | Claim Office | Claim Amt | DCI DT | ISS DT | RCD DT | CLMT | BIC | CLAIM ID | TIN NUMBER |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 5 | AD BASIC | 9056 | 231713869000001 | 59 | 1,394.30 | 5/13/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D98ZL7YV500 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 5 | AD BASIC | 9056 | 231713869000001 | 59 | 11.30 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D1VP0D2Z700 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 5 | AD BASIC | 9046 | 817142540001673 | 435 | 162.75 | 5/11/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ETABYCTZV00 | 742802643 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 5 | AD BASIC | 9046 | 817142540001673 | 435 | 57.35 | 5/12/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EJY0Y8WNH00 | 742802643 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 5 | AD BASIC | 9046 | 817142570000718 | 435 | 70.91 | 5/3/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EXABX68BT00 | 473684680 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 5 | AD BASIC | 9056 | 231713869000001 | 59 | 57.80 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | D9TFKBH7900 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 5 | AD BASIC | 9046 | 817142550005298 | 435 | 106.81 | 5/6/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ELY0Y5G0601 | 752472510 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 5 | AD BASIC | 9046 | 817142550005298 | 435 | 67.96 | 5/6/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ELY0Y5G0602 | 752472510 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 5 | AD BASIC | 9046 | 817142550005298 | 435 | 53.82 | 5/5/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EMABY52PW00 | 752472510 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 5 | AD BASIC | 9046 | 817142550005298 | 435 | 35.72 | 5/6/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ELY0Y5G0600 | 752472510 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 5 | AD BASIC | 9046 | 817142550003745 | 435 | 3,142.30 | 5/9/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | E3JLX9GKN00 | 621656022 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 5 | AD BASIC | 9820 | 7868388 | 435 | 506.79 | 5/9/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | EFPBY57TW00 | 272620340 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 5 | AD BASIC | 9820 | 7868388 | 435 | 40.00 | 5/9/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | EFPBY57TW01 | 272620340 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 5 | AD BASIC | 9820 | 7868388 | 435 | 10.00 | 5/9/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | EFPBY57TW02 | 272620340 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 5 | AD BASIC | 9056 | 231713869000001 | 59 | 414.95 | 5/8/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | D7YVNJPDQ00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 5 | AD BASIC | 9056 | 231713869000001 | 59 | 15.07 | 5/9/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | DSY8PHW3000 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 5 | AD BASIC | 9046 | 817142500004107 | 435 | 23.55 | 5/2/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E7ABX67QK00 | 208038092 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 5 | AD BASIC | 9061 | 00000 | 435 | 13.55 | 5/4/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E9JBX3CWC00 | 272485384 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 5 | AD BASIC | 9046 | 817142550001195 | 435 | 104.26 | 4/28/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E8Y0X87PY00 | 742231007 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 5 | AD BASIC | 9046 | 817142550001195 | 435 | 53.82 | 4/28/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | E8PBX767C00 | 742231007 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 5 | AD BASIC | 9056 | 231713869000001 | 59 | 411.01 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DXD6HFWQM00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 5 | AD BASIC | 9046 | 817142570001141 | 435 | 338.72 | 1/11/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | ERWYY39WM01 | 742134317 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 5 | AD BASIC | 9046 | 817142570001141 | 435 | 212.96 | 1/11/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | ERWYY39WM00 | 742134317 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 5 | AD BASIC | 9046 | 817142570001141 | 435 | 65.25 | 2/10/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | ERNQY39V600 | 742134317 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 5 | AD BASIC | 9046 | 817142570001141 | 435 | 34.98 | 1/25/2017 | 5/22/2017 | 5/22/2017 | 3 | 46501 | ERFBY57X100 | 742134317 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 5 | AD BASIC | 9056 | 231713869000001 | 59 | 6.59 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 4 | 41900 | D51CTRGKV00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 5 | AD BASIC | 9046 | 817142560005520 | 435 | 7.43 | 5/3/2017 | 5/22/2017 | 5/22/2017 | 5 | 46501 | ERFBY6DC000 | 752624216 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 5 | AD BASIC | 9046 | 817142580003145 | 435 | 427.70 | 4/27/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E9JBX1Y4300 | 743019172 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 5 | AD BASIC | 9046 | 817142570003592 | 435 | 829.08 | 2/12/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ECJLY7QTW00 | 463216448 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 5 | AD BASIC | 9056 | 231713869000001 | 59 | 1,912.12 | 5/14/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D2D3ZGF4600 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 5 | AD BASIC | 9095 | 00000 | 235 | 85.80 | 5/22/2017 | 5/22/2017 | 5/24/2017 | 99 | 46501 | | |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 5 | AD BASIC | 9056 | 231713869000001 | 59 | 80.89 | 5/14/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D6CHRF5HF00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 5 | AD BASIC | 9046 | 817142520000584 | 435 | 85.97 | 5/14/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EWPBYFQY400 | 233069260 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 5 | AD BASIC | 9056 | 231713869000001 | 59 | 411.15 | 5/10/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D3ZGWLWM600 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 5 | AD BASIC | 9056 | 231713869000001 | 59 | 1.84 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DBBWJC2MK00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 5 | AD BASIC | 9046 | 817142540005043 | 435 | 49.76 | 4/26/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EHY0Y7WC300 | 382084239 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 5 | AD BASIC | 9820 | 7874997 | 435 | 274.70 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 1 | 46500 | EQABZBKWD00 | |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 5 | AD BASIC | 9046 | 817142580005492 | 435 | 300.67 | 5/5/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E135X7TWT00 | 710905290 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 5 | AD BASIC | 9046 | 817142580005492 | 435 | (264.70) | 5/5/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E135X7TWT00 | 710905290 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 5 | AD BASIC | 9056 | 231713869000001 | 59 | 1,297.23 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DKS636LWZ00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 5 | AD BASIC | 9056 | 231713869000001 | 59 | 372.46 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D755Q0SNJ00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 5 | AD BASIC | 9056 | 231713869000001 | 59 | 143.20 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DZ7SD4K1600 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 5 | AD BASIC | 9046 | 817142510005337 | 435 | 48.69 | 5/8/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EXABX8KSF00 | 710894171 |

| FT Request Wire Activity Date | Wire Line Number | PH | Control | Suffix | Account | ENTITY/PLAN | Draft Acct No | Draft No | Claim Office | Claim Amt | DCI DT | ISS DT | RCD DT | CLMT | BIC | CLAIM ID | TIN NUMBER |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | **AD BASIC Total** | | | | **13,476.51** | | | | | | | |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 5 | AD BUYUP | 9056 | 231713869000001 | 59 | (19.27) | 4/25/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | DMCK06XVQ01 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 5 | AD BUYUP | 9095 | 00000 | 235 | 16.80 | 5/22/2017 | 5/22/2017 | 5/24/2017 | 99 | 46501 | | |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 5 | AD BUYUP | 9056 | 231713869000001 | 59 | 28.14 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 3 | 41900 | DGVQ8CP1P00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 5 | AD BUYUP | 9056 | 231713869000001 | 59 | 6.59 | 5/9/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DWB9K911200 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 5 | AD BUYUP | 9056 | 231713869000001 | 59 | 121.15 | 5/8/2017 | 5/24/2017 | 5/24/2017 | 3 | 41900 | DWVRJBHSD00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 5 | AD BUYUP | 9056 | 231713869000001 | 59 | 30.26 | 5/8/2017 | 5/24/2017 | 5/24/2017 | 3 | 41900 | D7YVNJW1M00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 5 | AD BUYUP | 9056 | 231713869000001 | 59 | 16.45 | 5/8/2017 | 5/24/2017 | 5/24/2017 | 3 | 41900 | DBM3HVC2900 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 5 | AD BUYUP | 9046 | 817142560006655 | 435 | 664.50 | 3/17/2017 | 5/22/2017 | 5/22/2017 | 3 | 46500 | EVJLX5DVJ00 | 300688582 |
| | | | | | | **AD BUYUP Total** | | | | **864.62** | | | | | | | |
| | | | | | | **Grand Total** | | | | **14,341.13** | | | | | | | |

| FT Request Wire Activity Date | Wire Line Number | PH | Control | Suffix | Account | ENTITY/PLAN | Draft Acct No | Draft No | Claim Office | Claim Amt | DCI DT | ISS DT | RCD DT | CLMT | BIC | CLAIM ID | TIN NUMBER |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **HIDALGO COUNTY** | | | | | | | | | | | | | | | | | |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 101 | COBRA BASIC | 9046 | 817142480002469 | 435 | 66.61 | 5/8/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | E8Y0YD3TD00 | 760273984 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 101 | COBRA BASIC | 9046 | 817142480002469 | 435 | 67.75 | 5/15/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EHPBY81KY00 | 760273984 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 101 | COBRA BASIC | 9046 | 817142480002469 | 435 | 66.61 | 5/16/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EG35Y81J200 | 760273984 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 101 | COBRA BASIC | 9046 | 817142480002469 | 435 | 36.41 | 5/12/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EG35Y81J200 | 760273984 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 101 | COBRA BASIC | 9046 | 817142480002469 | 435 | 36.41 | 5/6/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EG35Y81J200 | 760273984 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 101 | COBRA BASIC | 9095 | 00000 | 235 | 7.20 | 5/22/2017 | 5/22/2017 | 5/24/2017 | 99 | 46501 | | |
| | | | | | | **COBRA BASIC Total** | | | | **280.99** | | | | | | | |
| **HEAD START** | | | | | | | | | | | | | | | | | |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 101 | COBRA BUYUP | 9056 | 231713869000001 | 59 | 472.74 | 5/14/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DYG3FL6B800 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 101 | COBRA BUYUP | 9056 | 231713869000001 | 59 | 32.21 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DRM4RXJB000 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 101 | COBRA BUYUP | 9056 | 231713869000001 | 59 | 23.68 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | DWB9K9V7R00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 101 | COBRA BUYUP | 9056 | 231713869000001 | 59 | 3.75 | 5/14/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DTGQNMGSR00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 101 | COBRA BUYUP | 9046 | 817142500005003 | 435 | 57.00 | 5/5/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E9RTX3BGC00 | 752131429 |
| | | | | | | | | | | **589.38** | | | | | | | |
| **HIDALGO COUNTY** | | | | | | | | | | | | | | | | | |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 101 | COBRA BUYUP | 9056 | 231713869000001 | 59 | 25.72 | 5/13/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DVJMLR3ZZ00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 101 | COBRA BUYUP | 9056 | 231713869000001 | 59 | 23.97 | 5/13/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DF8CC6PWL00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 101 | COBRA BUYUP | 9056 | 231713869000001 | 59 | 9.32 | 5/13/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D08B36QQH00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 101 | COBRA BUYUP | 9046 | 817142570002235 | 435 | 16.11 | 5/5/2017 | 5/22/2017 | 5/22/2017 | 1 | 46500 | ENY0Y4FL000 | 742809277 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 101 | COBRA BUYUP | 9046 | 817144570003229 | 435 | 626.40 | 5/3/2017 | 5/24/2017 | 5/24/2017 | 1 | 46500 | EPABY7TLF00 | 742777597 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 101 | COBRA BUYUP | 9046 | 817142550001769 | 435 | 1,489.00 | 5/6/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E0PBX8MC600 | 742775421 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 101 | COBRA BUYUP | 9046 | 817142520000584 | 435 | 296.35 | 5/3/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ECABY7C9K00 | 233069260 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 101 | COBRA BUYUP | 9046 | 817142510005058 | 435 | 114.72 | 5/3/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EAABY4SH100 | 651255384 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 101 | COBRA BUYUP | 9046 | 817142510005058 | 435 | 81.96 | 5/5/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EQTWY7B1L00 | 651255384 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 101 | COBRA BUYUP | 9046 | 817142510005058 | 435 | 81.85 | 5/4/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EQTWY7B1L00 | 651255384 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 101 | COBRA BUYUP | 9046 | 817144570003229 | 435 | 787.50 | 5/3/2017 | 5/24/2017 | 5/24/2017 | 1 | 46501 | ECABY7NHB00 | 742777597 |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 101 | COBRA BUYUP | 9095 | 00000 | 235 | 1.80 | 5/22/2017 | 5/22/2017 | 5/24/2017 | 99 | 46501 | | |
| | | | | | | | | | | **3,554.70** | | | | | | | |
| **APPRAISAL DISTRICT** | | | | | | | | | | | | | | | | | |
| 5/24/2017 | 49392 | 285608 | 285608 | 11 | 101 | COBRA BUYUP | 9046 | 817142520003446 | 435 | 78.91 | 5/1/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | E7JLX8X9H00 | 204701276 |
| | | | | | | | | | | **78.91** | | | | | | | |
| | | | | | | **COBRA BUYUP Total** | | | | **4,222.99** | | | | | | | |
| | | | | | | **Grand Total** | | | | **4,503.98** | | | | | | | |

| FT Request Wire Activity Date | Wire Line Number | PH | Control | Suffix | Account | ENTITY/PLAN | Draft Acct No | Draft No | Claim Office | Claim Amt | DCI DT | ISS DT | RCD DT | CLMT | BIC | CLAIM ID | TIN NUMBER |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **HIDALGO COUNTY** | | | | | | | | | | | | | | | | | |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 201 | RET BASIC | 9046 | 817142510005058 | 435 | 98.36 | 3/3/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EJY0Y42XS00 | 651255384 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 201 | RET BASIC | 9056 | 231713869000001 | 59 | 6,483.14 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DYG3FK85900 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 201 | RET BASIC | 9056 | 231713869000001 | 59 | 254.56 | 5/9/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DP73X2L3F00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 201 | RET BASIC | 9056 | 231713869000001 | 59 | 13.71 | 5/9/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D59LT7NY500 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 201 | RET BASIC | 9056 | 231713869000001 | 59 | 186.48 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DQ0SVPPKZ00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 201 | RET BASIC | 9056 | 231713869000001 | 59 | 192.55 | 5/8/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DQ90V5WBR00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 201 | RET BASIC | 9056 | 231713869000001 | 59 | 21.97 | 5/8/2017 | 5/24/2017 | 5/24/2017 | 3 | 41900 | DVJMLP7CC00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 201 | RET BASIC | 9046 | 817139360004055 | 435 | 60.88 | 2/9/2017 | 5/19/2017 | 5/19/2017 | 1 | 41039 | E6PBX6Z1400 | 341652755 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 201 | RET BASIC | 9056 | 231713869000001 | 59 | 4.45 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D3G0XKH6200 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 201 | RET BASIC | 9056 | 231713869000001 | 59 | 3.90 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D9TFK97SJ00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 201 | RET BASIC | 9056 | 231713869000001 | 59 | 478.30 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DPHBWMWX700 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 201 | RET BASIC | 9056 | 231713869000001 | 59 | 356.74 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DYZKDM03M00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 201 | RET BASIC | 9095 | 00000 | 235 | 29.40 | 5/22/2017 | 5/22/2017 | 5/24/2017 | 99 | 46501 | | |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 201 | RET BASIC | 9056 | 231713866000001 | 59 | 3,630.10 | 5/8/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D7YVNJV9X00 | 571209768 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 201 | RET BASIC | 9056 | 231713869000001 | 59 | 218.57 | 5/8/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DLKW1RS6Z00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 201 | RET BASIC | 9056 | 231713869000001 | 59 | 44.82 | 5/13/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D7PMP28ZW00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 201 | RET BASIC | 9056 | 231713869000001 | 59 | 8.26 | 5/8/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DSDTQFN2100 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 201 | RET BASIC | 9056 | 231713869000001 | 59 | 1,184.87 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D3ZGWMRLH00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 201 | RET BASIC | 9056 | 231713869000001 | 59 | 1,051.90 | 5/12/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D59LT903C00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 201 | RET BASIC | 9056 | 231713869000001 | 59 | (1,027.86) | 5/1/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | D51CTMK9101 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 201 | RET BASIC | 9056 | 231713869000001 | 59 | (1,051.90) | 5/1/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DYQBDZ81L01 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 201 | RET BASIC | 9056 | 231713869000001 | 59 | (1,184.87) | 5/1/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DHXM6CY4M01 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 201 | RET BASIC | 9056 | 231713869000001 | 59 | 408.40 | 5/9/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DF8CC53CR00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 201 | RET BASIC | 9056 | 231713869000001 | 59 | 468.14 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | DXD6HGCJ200 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 201 | RET BASIC | 9046 | 817142480002849 | 435 | 80.99 | 5/10/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EAJLY7FCH00 | 751453852 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 201 | RET BASIC | 9056 | 231713870000001 | 59 | 327.99 | 5/8/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DBBWJB55B00 | 300123760 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 201 | RET BASIC | 9056 | 231713870000001 | 59 | 87.10 | 5/11/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DJ5V60NZ500 | 300123760 |
| | | | | | | | | | | **12,430.95** | | | | | | | |
| **APPRAISAL DISTRICT** | | | | | | | | | | | | | | | | | |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 201 | RET BASIC | 9046 | 817142540001673 | 435 | 172.55 | 5/12/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | ELPBY6WXG00 | 742802643 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 201 | RET BASIC | 9056 | 231713869000001 | 59 | 171.30 | 5/8/2017 | 5/24/2017 | 5/24/2017 | 1 | 41900 | DWVRJBDKB00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 201 | RET BASIC | 9046 | 817140570000632 | 435 | 28.91 | 5/1/2017 | 5/20/2017 | 5/22/2017 | 1 | 46501 | E5TWX6NYQ00 | 463981689 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 201 | RET BASIC | 9056 | 231713869000001 | 59 | 22.21 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | D4S4V7WQN00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 201 | RET BASIC | 9056 | 231713869000001 | 59 | 29.22 | 5/15/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | D2D3ZGVLY00 | 6907058 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 201 | RET BASIC | 9056 | 231713870000001 | 59 | 340.86 | 5/9/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | D3G0XJJWC00 | 300123760 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 201 | RET BASIC | 9056 | 231713870000001 | 59 | 199.80 | 5/9/2017 | 5/24/2017 | 5/24/2017 | 2 | 41900 | DGLH8TCS000 | 300123760 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 201 | RET BASIC | 9046 | 817142540001673 | 435 | 57.35 | 5/11/2017 | 5/22/2017 | 5/22/2017 | 1 | 46501 | EWPBYCBKC00 | 742802643 |
| 5/24/2017 | 49392 | 285608 | 285608 | 10 | 201 | RET BASIC | 9820 | 7868863 | 435 | 43.82 | 5/8/2017 | 5/22/2017 | 5/22/2017 | 2 | 46501 | EJPBY72KL00 | 465102225 |
| | | | | | | | | | | **1,066.02** | | | | | | | |
| | | | | | | **RET BASIC Total** | | | | **13,496.97** | | | | | | | |

| FT Request Wire Activity Date | Wire Line Number | PH | Control | Suffix | Account | ENTITY/PLAN | Draft Acct No | Draft No | Claim Office | Claim Amt | DCI DT | ISS DT | RCD DT | CLMT | BIC | CLAIM ID | TIN NUMBER |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | **Grand Total** | | | | **13,496.97** | | | | | | | |

aetna

**Group # 285608** **HIDALGO COUNTY**
**Processed Date** 05/25/2017 to 05/31/2017
**Reference#** 54-17144-1461

| SECTION | | | |
|---|---|---|---|
| 10-001 & 11-001 | HIDALGO COUNTY | $ | 302,529.17 |
| 10-002 & 11-002 | DRAINAGE DISTRICT NO.1 | $ | 1,703.67 |
| 10-003 & 11-003 | COMMUNITY SERVICE AGENCY | $ | 196.70 |
| 10-004 & 11-004 | HEAD START | $ | 175,665.70 |
| 10-005 & 11-005 | APPRAISAL DISTRICT | $ | 3,016.33 |
| 10-101 & 11-101 | COBRA | $ | 40,671.18 |
| 10-201 | RETIREES | $ | 1,104.16 |
| | STOP LOSS | $ | - |
| | TOTAL | $ | 524,886.91 |

| FT Request Wire Activity Date | Wire Line Number | PH | Control | Suffix | Account | ENTITY/PLAN | Draft Acct No | Draft No | Claim Office | Claim Amt | DCI DT | ISS DT | RCD DT | CLMT | BIC | CLAIM ID | TIN NUMBER |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9255 | 00000 | 252 | 9.00 | 4/1/2017 | 4/30/2017 | 5/31/2017 | 1 | 46500 | NFPBY9H9500 | |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9253 | 00000 | 252 | 1,359.80 | 4/1/2017 | 4/30/2017 | 5/30/2017 | 1 | 46500 | N735YBH3F00 | |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540004356 | 435 | 86.11 | 5/12/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ESFBYF6JN00 | 382084239 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540004356 | 435 | 38.33 | 5/12/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ERNQZCVGW00 | 382084239 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540004356 | 435 | 31.26 | 5/23/2017 | 5/29/2017 | 5/30/2017 | 4 | 46501 | EWPBYJY0X00 | 382084239 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370001030 | 435 | 2,251.08 | 5/16/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E1TWYGB9900 | 233069260 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817151540002215 | 435 | 172.62 | 5/16/2017 | 5/31/2017 | 5/31/2017 | 1 | 46501 | EX35YGJ7C00 | 272008627 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370002998 | 435 | 99.40 | 4/26/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E5TWYD3V300 | 742802643 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370002998 | 435 | 77.35 | 5/5/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E5JLYD3WD00 | 742802643 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370002998 | 435 | 64.00 | 5/2/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E6FBYGQS600 | 742802643 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9059 | 00000 | 469 | 0.01 | 4/13/2017 | 5/17/2017 | 5/31/2017 | 1 | 46501 | EGABY7Y4700 | |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817147390000074 | 435 | 120.33 | 5/15/2017 | 5/27/2017 | 5/30/2017 | 1 | 46501 | ESPBYB6SD00 | 812369811 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370003237 | 435 | 794.21 | 4/19/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EGABZB0K500 | 272466786 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7891336 | 435 | 220.00 | 5/8/2017 | 5/29/2017 | 5/30/2017 | 2 | 41039 | EZJLYDMHC00 | 274616534 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149530003899 | 435 | 131.76 | 5/8/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EKJLZCG7G00 | 464611466 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370003035 | 435 | 23.55 | 5/9/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EKTWY8ZSP00 | 208038092 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9059 | 00000 | 195 | 0.01 | 1/4/2017 | 5/16/2017 | 5/30/2017 | 1 | 46501 | EA35Y5HDH00 | |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149500002460 | 435 | 132.72 | 5/15/2017 | 5/29/2017 | 5/30/2017 | 4 | 46501 | EHPBY7B0700 | 742620408 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149550006323 | 435 | 103.26 | 5/20/2017 | 5/29/2017 | 5/30/2017 | 4 | 46501 | EGABZCPJV00 | 752472510 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149580000973 | 435 | 30.03 | 5/4/2017 | 5/29/2017 | 5/30/2017 | 3 | 46501 | E8Y0YB86H00 | 453563714 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540004356 | 435 | 54.85 | 5/17/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EXJLYFPQR00 | 382084239 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370002672 | 435 | 23.55 | 5/4/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ENPBZB11T00 | 742649727 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370002166 | 435 | 53.82 | 1/24/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E5TWYBMX300 | 461050665 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817147400000282 | 435 | 36.26 | 5/2/2017 | 5/27/2017 | 5/30/2017 | 1 | 46501 | ENY0Y8BGW00 | 223875437 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149550006323 | 435 | 23.55 | 5/20/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EGJLZCMRY00 | 752472510 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149550003089 | 435 | 53.82 | 5/12/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | E735YBR2J00 | 611539254 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149530004061 | 435 | 149.86 | 5/10/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EVJLYBHSX00 | 201234461 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149570007449 | 435 | 84.99 | 5/11/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EHPBY7V2L00 | 710894171 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149560005747 | 435 | 27.47 | 5/12/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ER57Y8X3P00 | 900113459 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370002998 | 435 | 24.20 | 5/25/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EGABZFY8J00 | 742802643 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149560005747 | 435 | 23.92 | 5/12/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ECABY8FCT00 | 900113459 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149570002175 | 435 | 19.70 | 5/3/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E5TWX96S600 | 741940911 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149500003261 | 435 | 3,157.31 | 5/17/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E1JLYGYPC00 | 621656022 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149500002905 | 435 | 108.45 | 4/24/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EQABY8VKJ00 | 742929064 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149550006323 | 435 | 23.55 | 5/15/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EFPBY8V4X00 | 752472510 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540004356 | 435 | 146.36 | 5/10/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EWY0YFGPC00 | 382084239 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540004356 | 435 | 3.80 | 5/10/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EWY0YFGPC01 | 382084239 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149550003639 | 435 | 118.55 | 5/22/2017 | 5/29/2017 | 5/30/2017 | 3 | 46501 | EGTWZD41Z00 | 361924025 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149580003074 | 435 | 17.47 | 3/28/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E1TWYFTD300 | 205684282 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149570002697 | 435 | 49.96 | 5/17/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EMABZBZP700 | 742506786 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370001030 | 435 | 225.50 | 5/16/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EPPBY96ZV00 | 233069260 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149550002976 | 435 | 98.71 | 5/9/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EKJLZBP6J00 | 205876191 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149560003330 | 435 | 126.54 | 5/11/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E2Y0YGQVX00 | 742959346 |

| FT Request Wire Activity Date | Wire Line Number | PH | Control | Suffix | Account | ENTITY/PLAN | Draft Acct No | Draft No | Claim Office | Claim Amt | DCI DT | ISS DT | RCD DT | CLMT | BIC | CLAIM ID | TIN NUMBER |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540004356 | 435 | 39.61 | 5/11/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ENY0Y9WD500 | 382084239 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149550000669 | 435 | 86.62 | 5/17/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EZJLYCQ0900 | 812369811 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149360006848 | 435 | 42.39 | 5/6/2017 | 5/29/2017 | 5/30/2017 | 4 | 46501 | E6FBYC49J00 | 320014517 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370002998 | 435 | 182.70 | 5/23/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E335YJGXL00 | 742802643 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149570004622 | 435 | 23.55 | 5/9/2017 | 5/29/2017 | 5/30/2017 | 3 | 46501 | EAJLY9QZC00 | 201691305 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7891742 | 435 | 124.28 | 3/29/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EAJLY8HRB00 | 204088051 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7891742 | 435 | 21.27 | 5/9/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E9ABX7DP700 | 204088051 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7891742 | 435 | 17.71 | 3/29/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EAJLY8HRB01 | 204088051 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149570002789 | 435 | 32.96 | 4/19/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EFFBY9GFD00 | 271121048 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149360003346 | 435 | 41.25 | 3/25/2017 | 5/29/2017 | 5/30/2017 | 1 | 46500 | EBFBY88KJ00 | 463316030 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149360003346 | 435 | 20.62 | 3/22/2017 | 5/29/2017 | 5/30/2017 | 1 | 46500 | EAABY7C3W02 | 463316030 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149360003346 | 435 | 13.75 | 3/27/2017 | 5/29/2017 | 5/30/2017 | 1 | 46500 | EBY0Y9CTW00 | 463316030 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370001030 | 435 | 12,560.06 | 5/4/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E9RTX5QT800 | 233069260 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817147350000121 | 435 | 505.00 | 5/4/2017 | 5/27/2017 | 5/30/2017 | 1 | 46501 | EK35Y7ZBZ00 | 472071789 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149570003298 | 435 | 368.00 | 5/7/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EFABY84S100 | 272008627 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149570003298 | 435 | 173.00 | 5/9/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EFFBY8ZRN00 | 272008627 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149580007138 | 435 | 114.72 | 5/4/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EJABY81JX00 | 651255384 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149580007138 | 435 | 110.00 | 4/10/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EKJLYTJFB01 | 651255384 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7889144 | 435 | 94.05 | 5/16/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EHPBY7RW000 | 800324840 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149580007138 | 435 | 81.96 | 5/10/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EAJLZBTNC00 | 651255384 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149580007138 | 435 | 81.85 | 5/9/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E2FBYCF2400 | 651255384 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149580007138 | 435 | 81.85 | 5/8/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E2FBYCF2400 | 651255384 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149580007138 | 435 | 81.85 | 5/7/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E2FBYCF2400 | 651255384 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149580007138 | 435 | 81.85 | 5/6/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E2FBYCF2400 | 651255384 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149580007138 | 435 | 81.85 | 5/5/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E2FBYCF2400 | 651255384 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7890747 | 435 | 69.61 | 5/15/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EYPBYBM1000 | 742878809 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7890747 | 435 | 24.29 | 5/15/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EYY0YBM1V00 | 742878809 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370005163 | 435 | 131.95 | 4/29/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EKTWY9B2C00 | 204180336 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370005163 | 435 | 116.44 | 4/29/2017 | 5/29/2017 | 5/30/2017 | 3 | 46501 | EKJLY86MW00 | 204180336 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149560004316 | 435 | 74.38 | 5/16/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E5ABYB70400 | 201377587 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149560004869 | 435 | 51.46 | 5/12/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EFY0Y9BRY00 | 202373111 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149560004869 | 435 | 13.31 | 5/12/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EFY0Y9BRY01 | 202373111 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149360002733 | 435 | 73.58 | 5/7/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EGTWY9KSJ00 | 205100794 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817147310000618 | 435 | 53.49 | 5/16/2017 | 5/27/2017 | 5/30/2017 | 1 | 46501 | ETABYD8B000 | 752472510 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149550006323 | 435 | 32.73 | 5/15/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ET35YBK3D00 | 752472510 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149550006323 | 435 | 23.55 | 5/11/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ETJLYDYF700 | 752472510 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149570002175 | 435 | 6.78 | 5/7/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E0PBX966F00 | 741940911 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9059 | 00000 | 195 | 0.11 | 5/7/2017 | 5/20/2017 | 5/31/2017 | 1 | 46501 | EGTWY9KSJ00 | |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149500003261 | 435 | 209.56 | 5/23/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EZ35YG4S600 | 621656022 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149520004399 | 435 | 2.14 | 3/17/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | P2Y0VVDSS00 | 202211555 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149550004609 | 435 | 13.55 | 5/19/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E0FBYDTJV00 | 203099334 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540001087 | 435 | 273.39 | 5/18/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | E8FBYGJKF00 | 840611484 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149520002791 | 435 | 130.61 | 5/18/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EAABY8Q2W00 | 462822799 |

| FT Request Wire Activity Date | Wire Line Number | PH | Control | Suffix | Account | ENTITY/PLAN | Draft Acct No | Draft No | Claim Office | Claim Amt | DCI DT | ISS DT | RCD DT | CLMT | BIC | CLAIM ID | TIN NUMBER |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540001087 | 435 | 56.96 | 5/18/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | E8FBYGJKF01 | 840611484 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149580004461 | 435 | 379.35 | 5/9/2017 | 5/29/2017 | 5/30/2017 | 4 | 46501 | EVJLYBM2C00 | 274583771 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9059 | 00000 | 195 | 0.02 | 5/9/2017 | 5/19/2017 | 5/31/2017 | 4 | 46501 | ECABY8VWL00 | |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9059 | 00000 | 195 | 0.01 | 5/9/2017 | 5/19/2017 | 5/31/2017 | 4 | 46501 | ECABY8VWL00 | |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149550002300 | 435 | 2,432.74 | 5/14/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EGTWZCKC700 | 742206635 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370002998 | 435 | 255.55 | 5/23/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EYY0YF1CY00 | 742802643 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149520006221 | 435 | 271.36 | 2/24/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EJPBY830S00 | 752562784 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149360003309 | 435 | 172.34 | 4/24/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EC35Y7ZFS00 | 743020960 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149360003309 | 435 | 6.66 | 4/24/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EC35Y7ZFS01 | 743020960 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370002998 | 435 | 631.40 | 5/17/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EDY0Y9JZT00 | 742802643 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149520002040 | 435 | 108.63 | 5/16/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E3JLYCPZW00 | 270035984 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540004356 | 435 | 86.11 | 5/16/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E3JLYDGN400 | 382084239 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149520002040 | 435 | 145.17 | 5/15/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E3ABYFGLD00 | 270035984 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540004356 | 435 | 117.37 | 5/15/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E3TWYDC9100 | 382084239 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149580005394 | 435 | 1,384.60 | 5/9/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EMTWY9ZRC00 | 204362558 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540004920 | 435 | 21.40 | 5/9/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EWFBYDX0900 | 721558483 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149550002976 | 435 | 47.72 | 5/18/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E4PBYH1YL00 | 205876191 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370002998 | 435 | 320.91 | 5/17/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EHY0ZBWV200 | 742802643 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149520002643 | 435 | 121.47 | 5/23/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E3JLYF9VF00 | 742901481 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149550006323 | 435 | 96.55 | 5/22/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ELPBY9VM200 | 752472510 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149550006323 | 435 | 89.23 | 5/22/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ELPBY9VM201 | 752472510 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149550005675 | 435 | 76.68 | 5/10/2017 | 5/29/2017 | 5/30/2017 | 4 | 46501 | E135X96ZW00 | 870699028 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149500003826 | 435 | 57.89 | 4/10/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EATWY848D00 | 464576363 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149550005675 | 435 | 46.41 | 5/10/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | E1ABYCXW600 | 870699028 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149550006323 | 435 | 2.76 | 5/22/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ELPBY9VM202 | 752472510 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149550006323 | 435 | (2.76) | 5/22/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ELPBY9VM202 | 752472510 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149550006323 | 435 | (12.24) | 5/22/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ELPBY9VM201 | 752472510 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149500003261 | 435 | 3,334.07 | 5/21/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EJABZF5VG00 | 621656022 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370001030 | 435 | 339.99 | 5/15/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EZTWYDKGJ00 | 233069260 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149570002505 | 435 | 62.05 | 5/14/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | E8PBX90XD00 | 742247256 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9059 | 00000 | 195 | 0.01 | 2/20/2017 | 5/16/2017 | 5/30/2017 | 2 | 46501 | EKTWY7H0T00 | |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149550002387 | 435 | 227.57 | 5/11/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E9RTX44WZ01 | 742366699 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149550002387 | 435 | 214.90 | 5/12/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EA35Y67QY00 | 742366699 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149550002387 | 435 | 197.81 | 5/11/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E9RTX44WZ03 | 742366699 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149550002387 | 435 | 173.80 | 5/11/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E9RTX44WZ00 | 742366699 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149550002387 | 435 | 148.44 | 5/11/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E9RTX44WZ02 | 742366699 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149360002761 | 435 | 34.52 | 5/22/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ERNQZCW8000 | 742554159 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7889578 | 435 | 396.08 | 5/15/2017 | 5/29/2017 | 5/30/2017 | 3 | 46501 | EJY0ZBSPS00 | 262150760 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7889578 | 435 | 30.00 | 5/15/2017 | 5/29/2017 | 5/30/2017 | 3 | 46501 | EJY0ZBSPS01 | 262150760 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7889578 | 435 | 27.41 | 5/15/2017 | 5/29/2017 | 5/30/2017 | 3 | 46501 | EJY0ZBSPS02 | 262150760 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370002998 | 435 | 24.20 | 5/23/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E6Y0YJJTG00 | 742802643 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149550006686 | 435 | 367.81 | 4/25/2017 | 5/29/2017 | 5/30/2017 | 3 | 46501 | EWY0YB3XQ00 | 320111545 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149530003384 | 435 | 49.35 | 5/10/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ECABZC9J100 | 746000949 |

| FT Request Wire Activity Date | Wire Line Number | PH | Control | Suffix | Account | ENTITY/PLAN | Draft Acct No | Draft No | Claim Office | Claim Amt | DCI DT | ISS DT | RCD DT | CLMT | BIC | CLAIM ID | TIN NUMBER |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370003218 | 435 | 149.91 | 4/27/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EMJLY8VD400 | 272432027 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370003218 | 435 | 102.35 | 5/3/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EMABY9BD900 | 272432027 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370003218 | 435 | 2.44 | 5/3/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EMABY9BFS00 | 272432027 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9059 | 00000 | 195 | 0.02 | 5/5/2017 | 5/17/2017 | 5/31/2017 | 2 | 46501 | EVJLX9X8S00 | |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370001030 | 435 | 205.63 | 5/18/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EQJLZC1T400 | 233069260 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149580003904 | 435 | 26.57 | 5/2/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EKABY9CF100 | 273320204 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149360006848 | 435 | 43.55 | 4/17/2017 | 5/29/2017 | 5/30/2017 | 4 | 46501 | E1TWYDZTL00 | 320014517 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149360006848 | 435 | 43.55 | 4/22/2017 | 5/29/2017 | 5/30/2017 | 4 | 46501 | E1JLYD0LM00 | 320014517 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149500003261 | 435 | 3,168.09 | 5/18/2017 | 5/29/2017 | 5/30/2017 | 5 | 46501 | EZTWYD30B00 | 621656022 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149360002761 | 435 | 71.09 | 5/22/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EVJLYHKKQ00 | 742554159 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149560004329 | 435 | 43.82 | 5/19/2017 | 5/29/2017 | 5/30/2017 | 5 | 46501 | EJABZCD4900 | 201419703 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540004356 | 435 | 98.61 | 5/19/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ERWYZCVG300 | 382084239 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540004356 | 435 | 70.92 | 5/19/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ERWYZCVG301 | 382084239 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149500003439 | 435 | 19.80 | 5/16/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EYFBYCSTT00 | 273107766 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149550003229 | 435 | 28.64 | 5/8/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EVJLYG71C00 | 272466786 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370002998 | 435 | 32.90 | 5/25/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EKABZD98F00 | 742802643 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149570004622 | 435 | 106.31 | 5/13/2017 | 5/29/2017 | 5/30/2017 | 3 | 46501 | EC35Y7YDX00 | 201691305 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149570004622 | 435 | 96.72 | 5/13/2017 | 5/29/2017 | 5/30/2017 | 4 | 46501 | EBPBY7YJQ00 | 201691305 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370003237 | 435 | 106.88 | 5/2/2017 | 5/29/2017 | 5/30/2017 | 1 | 41039 | ESY0YH7XJ00 | 272466786 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370003237 | 435 | 104.41 | 5/2/2017 | 5/29/2017 | 5/30/2017 | 1 | 41039 | EV35YH68W00 | 272466786 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149500003439 | 435 | 117.90 | 5/11/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ESFBYCY2200 | 273107766 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149560004869 | 435 | 23.55 | 5/12/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EFFBY9KLM00 | 202373111 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149560004869 | 435 | 13.31 | 5/12/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EFFBY9KLM01 | 202373111 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540002881 | 435 | 140.12 | 5/11/2017 | 5/29/2017 | 5/30/2017 | 5 | 46501 | EPPBY6GB700 | 742797645 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540002865 | 435 | 27.94 | 5/11/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E535YCXNX00 | 742793592 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149520002131 | 435 | 62.58 | 5/12/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EHPBY6WJY00 | 204786161 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149570002175 | 435 | 9.40 | 5/1/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EQTWY811W00 | 741940911 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9059 | 00000 | 195 | 0.19 | 5/10/2017 | 5/19/2017 | 5/31/2017 | 1 | 46501 | E6Y0YC46N00 | |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9059 | 00000 | 195 | 0.01 | 5/10/2017 | 5/19/2017 | 5/31/2017 | 1 | 46501 | E6Y0YC46N00 | |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9059 | 00000 | 195 | 0.01 | 5/10/2017 | 5/19/2017 | 5/31/2017 | 1 | 46501 | E6Y0YC46N00 | |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149360003198 | 435 | 42.37 | 4/18/2017 | 5/29/2017 | 5/30/2017 | 3 | 46501 | EQABZFZ5B00 | 742965954 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149360003198 | 435 | 42.37 | 5/24/2017 | 5/29/2017 | 5/30/2017 | 3 | 46501 | EBFBZDV8700 | 742965954 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149360003198 | 435 | 89.65 | 4/11/2017 | 5/29/2017 | 5/30/2017 | 3 | 46501 | EQ35ZDBMM00 | 742965954 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149360003198 | 435 | 57.80 | 5/23/2017 | 5/29/2017 | 5/30/2017 | 3 | 46501 | EATWZDW9M00 | 742965954 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149360003198 | 435 | 42.37 | 4/19/2017 | 5/29/2017 | 5/30/2017 | 3 | 46501 | EQJLZFR3700 | 742965954 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370003035 | 435 | 86.75 | 5/5/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EDPBY6G7Q00 | 208038092 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370003035 | 435 | 10.07 | 5/5/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EDPBY6G7Q01 | 208038092 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149550002300 | 435 | 142.15 | 5/17/2017 | 5/29/2017 | 5/30/2017 | 3 | 46501 | ECABZCH0800 | 742206635 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7890907 | 435 | 96.72 | 5/16/2017 | 5/29/2017 | 5/30/2017 | 3 | 46501 | EFY0Y9S5C00 | 742989345 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149360006848 | 435 | 23.55 | 5/12/2017 | 5/29/2017 | 5/30/2017 | 3 | 46501 | E135YB5YK00 | 320014517 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149550003089 | 435 | 54.98 | 5/8/2017 | 5/29/2017 | 5/30/2017 | 3 | 46501 | E6Y0YDQQ000 | 611539254 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149360001052 | 435 | 43.82 | 5/1/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EHFBZBJ9G00 | 262666322 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540004356 | 435 | 52.23 | 5/15/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ETTWYGX1R00 | 382084239 |

| FT Request Wire Activity Date | Wire Line Number | PH | Control | Suffix | Account | ENTITY/PLAN | Draft Acct No | Draft No | Claim Office | Claim Amt | DCI DT | ISS DT | RCD DT | CLMT | BIC | CLAIM ID | TIN NUMBER |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149500002569 | 435 | 48.51 | 5/15/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E9JBX688H00 | 742816900 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7889786 | 435 | 31.11 | 5/20/2017 | 5/29/2017 | 5/30/2017 | 1 | 41039 | EWFBYHF0S00 | 454458822 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7891742 | 435 | 25.72 | 5/10/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E9RTX483G00 | 204088051 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9059 | 00000 | 195 | 0.01 | 5/4/2017 | 5/16/2017 | 5/30/2017 | 2 | 46500 | ENFBY4QNH00 | |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370001030 | 435 | 3,532.74 | 5/17/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EQABZC8T900 | 233069260 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149360002761 | 435 | 12.77 | 5/17/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EJPBZCTSZ00 | 742554159 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370003005 | 435 | 67.71 | 5/12/2017 | 5/29/2017 | 5/30/2017 | 4 | 46501 | ESY0YC2NP00 | 742803822 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7890884 | 435 | 145.64 | 5/16/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E4Y0YB0NC00 | 742967614 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370003035 | 435 | 92.68 | 5/5/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EFABY8RLC00 | 208038092 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149520005167 | 435 | 23.55 | 5/16/2017 | 5/29/2017 | 5/30/2017 | 4 | 46501 | EHFBY9Y0B00 | 412059301 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149570002820 | 435 | 76.79 | 4/13/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EKJLY9PD000 | 742581554 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149570002820 | 435 | 8.06 | 4/13/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EKJLY9PD001 | 742581554 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149500003197 | 435 | 61.23 | 5/5/2017 | 5/29/2017 | 5/30/2017 | 3 | 46501 | ELPBY64P800 | 743023822 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149500003197 | 435 | 61.23 | 5/5/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | ELY0Y8TQT00 | 743023822 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149500002844 | 435 | 34.98 | 5/15/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EBY0ZBRJW00 | 742916445 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540004356 | 435 | 117.37 | 5/12/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ECTWZB7VS00 | 382084239 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149570003592 | 435 | 84.62 | 3/10/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EPABY8X3D00 | 743019172 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149520001537 | 435 | 403.65 | 4/7/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EKABY8JVP00 | 455395622 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540002036 | 435 | 43.82 | 5/3/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E1TWYC5BS00 | 461115446 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149550003089 | 435 | 128.33 | 5/11/2017 | 5/29/2017 | 5/30/2017 | 3 | 46501 | E6FBYDCVJ00 | 611539254 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149550003089 | 435 | 11.54 | 5/11/2017 | 5/29/2017 | 5/30/2017 | 3 | 46501 | E6FBYDCVJ01 | 611539254 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149520003827 | 435 | 155.00 | 5/2/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E3ABYFT1200 | 201350018 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370002672 | 435 | 23.55 | 5/1/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E3ABYDDWH00 | 742649727 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149520002359 | 435 | 108.63 | 5/10/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E7ABX9XX700 | 461997674 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149570002505 | 435 | 80.46 | 5/10/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EC35Y6GC300 | 742247256 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540004356 | 435 | 50.35 | 5/10/2017 | 5/29/2017 | 5/30/2017 | 4 | 46501 | E0PBX9DX300 | 382084239 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540004356 | 435 | 8.41 | 5/10/2017 | 5/29/2017 | 5/30/2017 | 4 | 46501 | E0PBX9DX301 | 382084239 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540004356 | 435 | 37.24 | 5/22/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EVJLYHWPW00 | 382084239 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149530002512 | 435 | 64.72 | 5/15/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E0FBYBW2Z00 | 742515841 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149530002512 | 435 | 63.55 | 5/15/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EDPBY7WMN00 | 742515841 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149550001715 | 435 | 53.82 | 5/17/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ENPBZBB5V00 | 456739820 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540002781 | 435 | 145.86 | 3/6/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EJPBZBHCH00 | 742870845 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540002781 | 435 | 25.26 | 3/6/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EJPBZBHCH01 | 742870845 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540002781 | 435 | 18.98 | 3/6/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ETABYF5RS00 | 742870845 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149570003592 | 435 | 1,255.80 | 5/8/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EPFBY9CBZ00 | 743019172 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149520003025 | 435 | 116.16 | 5/12/2017 | 5/29/2017 | 5/30/2017 | 4 | 46501 | EBFBY8GV700 | 743016407 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149520003025 | 435 | 116.16 | 5/12/2017 | 5/29/2017 | 5/30/2017 | 3 | 46501 | EATWY8H2Z00 | 743016407 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149580002122 | 435 | 34.98 | 5/11/2017 | 5/29/2017 | 5/30/2017 | 3 | 46501 | E8PBYCYCM00 | 742039068 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149530001119 | 435 | 57.27 | 5/9/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ER57Y89F900 | 454433340 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149570004121 | 435 | 111.52 | 5/10/2017 | 5/29/2017 | 5/30/2017 | 3 | 46501 | EC35Y67HC00 | 20692909 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817147410000421 | 435 | 1,255.80 | 5/2/2017 | 5/27/2017 | 5/30/2017 | 1 | 46501 | EMABY9RYP00 | 743019172 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149360000394 | 435 | 9.44 | 5/2/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EGJLY9MCP00 | 432032442 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149530003078 | 435 | 13.55 | 5/12/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EA35Y79XB00 | 742943975 |

| FT Request Wire Activity Date | Wire Line Number | PH | Control | Suffix | Account | ENTITY/PLAN | Draft Acct No | Draft No | Claim Office | Claim Amt | DCI DT | ISS DT | RCD DT | CLMT | BIC | CLAIM ID | TIN NUMBER |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149560002597 | 435 | 48.70 | 4/3/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EFY0Y9S0S00 | 742485958 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149560002597 | 435 | 24.91 | 3/30/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EG35Y7XF200 | 742485958 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540005527 | 435 | 2,972.78 | 4/28/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EZJLYBCYP00 | 300520570 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370001030 | 435 | 2,742.55 | 5/21/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ESY0YJJTM00 | 233069260 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540002865 | 435 | 64.26 | 4/24/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EPABY88NQ00 | 742793592 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149530006807 | 435 | 15.00 | 4/30/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EZJLYBBZX00 | 371520288 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149530006807 | 435 | 15.00 | 4/29/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EZJLYBBZX00 | 371520288 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149530006807 | 435 | 5.00 | 4/30/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EZJLYBBZX01 | 371520288 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149360002437 | 435 | 93.89 | 3/9/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EV35XNVJQ01 | 204701276 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149500000218 | 435 | 93.04 | 5/2/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EFY0Y8XV200 | 431956141 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149360002437 | 435 | (71.85) | 3/9/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EV35XNVJQ01 | 204701276 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817145640001456 | 435 | 250.00 | 5/12/2017 | 5/25/2017 | 5/25/2017 | 2 | 46501 | EXJLYDH8Y00 | 263876331 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149580002089 | 435 | 33.08 | 5/15/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EZABX9SF000 | 270029658 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370002998 | 435 | 31,030.01 | 5/5/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ENFBY63XK00 | 742802643 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370002998 | 435 | 13,664.70 | 5/5/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ENFBY63XK01 | 742802643 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540002036 | 435 | 215.65 | 5/1/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ETJLYGZ7400 | 461115446 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149500003439 | 435 | 104.40 | 5/2/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ENY0Y7LNC00 | 273107766 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149500003261 | 435 | 54.34 | 5/20/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | ECABZDQDC00 | 621656022 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370001755 | 435 | 106.31 | 5/9/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EMJLY81MH00 | 264385285 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370001755 | 435 | (8.22) | 5/9/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EMJLY81MH00 | 264385285 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149580007138 | 435 | 41.48 | 4/27/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E4FBYBY5X00 | 651255384 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149570002789 | 435 | 20.11 | 4/21/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EMTWZB22S00 | 271121048 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149570002789 | 435 | 12.72 | 4/21/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EMTWZB22S01 | 271121048 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149570002789 | 435 | 3.23 | 4/22/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EMTWZB22S01 | 271121048 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370003237 | 435 | 451.84 | 5/1/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EFY0ZB19H00 | 272466786 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149360002761 | 435 | 59.81 | 5/18/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E0PBYFRSQ00 | 742554159 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149580005341 | 435 | 4.14 | 5/18/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E535YFG7H00 | 721587400 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7889578 | 435 | 103.52 | 5/9/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | ENFBY6Q6800 | 262150760 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7888932 | 435 | 10.00 | 5/22/2017 | 5/27/2017 | 5/30/2017 | 1 | 46500 | EPFBZFDWF00 | |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7885884 | 435 | 50.00 | 5/22/2017 | 5/26/2017 | 5/26/2017 | 1 | 46500 | E1JLYHTHJ00 | |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370003427 | 435 | 1,051.25 | 5/22/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EBPBZC3L300 | 746001118 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149560004197 | 435 | 65.56 | 5/22/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E1JLYHTHJ00 | 760273984 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149560004197 | 435 | (50.00) | 5/22/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E1JLYHTHJ00 | 760273984 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540004356 | 435 | 30.33 | 5/19/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EWPBYHHSB00 | 382084239 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370001755 | 435 | 61.82 | 5/12/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | E1TWYFSR600 | 264385285 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370002998 | 435 | 266.35 | 5/25/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EDY0ZC4D600 | 742802643 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540002781 | 435 | 107.81 | 5/5/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E1TWYD9P300 | 742870845 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540002781 | 435 | 25.26 | 5/5/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E1TWYD9P301 | 742870845 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540002781 | 435 | 21.05 | 5/5/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EJFBZBZ4B00 | 742870845 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149560002597 | 435 | 23.55 | 4/11/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E6PBYDPDG00 | 742485958 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149520002559 | 435 | 13.55 | 5/15/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ERNQY8DHN00 | 742768498 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149500003439 | 435 | 117.90 | 5/13/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EYFBYBGWJ00 | 273107766 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149570002789 | 435 | 477.90 | 4/21/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EKTWZB0YN00 | 271121048 |

| FT Request Wire Activity Date | Wire Line Number | PH | Control | Suffix | Account | ENTITY/PLAN | Draft Acct No | Draft No | Claim Office | Claim Amt | DCI DT | ISS DT | RCD DT | CLMT | BIC | CLAIM ID | TIN NUMBER |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370002998 | 435 | 118.65 | 4/21/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EGJLZB92700 | 742802643 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149570002789 | 435 | 2.77 | 4/22/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EM35Y91HT00 | 271121048 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370004664 | 435 | 88.88 | 5/2/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E3TWYC17D00 | 203339066 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149580003925 | 435 | 59.17 | 5/16/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EFY0ZC75H00 | 463957299 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370004664 | 435 | 10.26 | 5/2/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E3TWYC17D01 | 203339066 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149530005525 | 435 | 369.20 | 5/19/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EZ35YFB4F00 | 741393060 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149360000394 | 435 | 121.48 | 5/3/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EGABY9PB800 | 432032442 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149580003925 | 435 | 93.82 | 5/3/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E1JLYCLNY00 | 463957299 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149520002790 | 435 | 130.06 | 5/2/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E1ABYCYPW00 | 223875437 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149520002790 | 435 | 1.06 | 5/2/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E1ABYCYPW02 | 223875437 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370002998 | 435 | 2.06 | 5/18/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ERNQY95FN00 | 742802643 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149530002512 | 435 | 23.55 | 5/16/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E0PBYBWLJ00 | 742515841 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149530002512 | 435 | 11.43 | 5/16/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EBFBY9SBS00 | 742515841 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370003237 | 435 | 742.57 | 1/25/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EGTWZB53600 | 272466786 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149520003256 | 435 | 22.84 | 5/18/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E2FBYFBX500 | 463613094 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149520003256 | 435 | 22.84 | 2/7/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EHFBY9FHP00 | 463613094 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540002760 | 435 | 259.00 | 3/10/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EKJLY8NLK00 | 742862715 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149520001814 | 435 | 89.80 | 5/12/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E335YFG8F00 | 741695861 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7890815 | 435 | 30.96 | 5/9/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EKJLY81M900 | 742924183 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149560002597 | 435 | 34.71 | 3/24/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ECABZBB6W00 | 742485958 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149560002597 | 435 | 24.91 | 2/20/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EZJLYBW6W00 | 742485958 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149570002697 | 435 | 63.55 | 5/12/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EXJLX9WVG00 | 742506786 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149550001093 | 435 | 13.55 | 5/11/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EWY0YCGL200 | 473681876 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149560004363 | 435 | 90.83 | 5/22/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E9ABYBZPD00 | 202673482 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540004356 | 435 | 41.06 | 5/18/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | ELFBZDQ7W00 | 382084239 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7888188 | 435 | 83.68 | 5/12/2017 | 5/27/2017 | 5/30/2017 | 1 | 46501 | EQJLY8MGQ00 | 470874059 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149550006465 | 435 | 90.67 | 5/23/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E0Y0YGH2K01 | 753051169 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149550006465 | 435 | 73.30 | 5/23/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E0Y0YGH2K00 | 753051169 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149530002512 | 435 | 14.02 | 5/22/2017 | 5/29/2017 | 5/30/2017 | 4 | 46501 | E2Y0YF2WZ00 | 742515841 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149550006323 | 435 | 53.82 | 5/11/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E735YB3PW00 | 752472510 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149550006323 | 435 | 32.73 | 5/10/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E8Y0YB1CT00 | 752472510 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149550006323 | 435 | 32.73 | 5/15/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ERWYY7KYZ00 | 752472510 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149550006323 | 435 | 32.73 | 5/17/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EJABZCHN900 | 752472510 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149550006323 | 435 | 32.73 | 5/11/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EDPBY6ZRN00 | 752472510 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540003100 | 435 | 79.26 | 5/11/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EX35YDHZF00 | 742975393 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7889578 | 435 | 23.55 | 5/11/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EHPBY7WHW00 | 262150760 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149570003116 | 435 | 23.55 | 5/10/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EHY0ZBHNJ00 | 742731903 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817146510001321 | 435 | 23.55 | 5/9/2017 | 5/26/2017 | 5/26/2017 | 1 | 46501 | E7JLYD7TJ00 | 742731903 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7889786 | 435 | 27.12 | 5/20/2017 | 5/29/2017 | 5/30/2017 | 3 | 41039 | EWPBYHHDG00 | 454458822 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540003096 | 435 | 96.78 | 5/12/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EGABZBDK300 | 742974737 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540003096 | 435 | 0.69 | 5/12/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EGABZBDK301 | 742974737 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149550006465 | 435 | 71.73 | 4/8/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EQJLZFX0Q00 | 753051169 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540002036 | 435 | 7.96 | 4/12/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | P6Y0X63FS00 | 461115446 |

| FT Request Wire Activity Date | Wire Line Number | PH | Control | Suffix | Account | ENTITY/PLAN | Draft Acct No | Draft No | Claim Office | Claim Amt | DCI DT | ISS DT | RCD DT | CLMT | BIC | CLAIM ID | TIN NUMBER |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9059 | 00000 | 195 | 0.01 | 5/16/2017 | 5/20/2017 | 5/31/2017 | 3 | 46500 | EPABY9VSK00 | |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370002998 | 435 | 424.34 | 5/19/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ESPBYFRQ700 | 742802643 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370002998 | 435 | 172.55 | 5/22/2017 | 5/29/2017 | 5/30/2017 | 4 | 46501 | E6FBYHM7S00 | 742802643 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370001030 | 435 | 1,264.28 | 5/20/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E735YF8ZT00 | 233069260 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149520002987 | 435 | 139.39 | 5/22/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ELY0ZDSMY01 | 621298835 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149500003439 | 435 | 117.90 | 5/10/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EVABX941400 | 273107766 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149550006323 | 435 | 57.67 | 5/16/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E2PBYB3PK00 | 752472510 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149520002987 | 435 | 57.16 | 5/22/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ELY0ZDSMY00 | 621298835 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540002760 | 435 | 259.00 | 3/21/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ELY0Y8JRJ00 | 742862715 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149520003631 | 435 | 35.26 | 5/17/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E5ABYCG7K00 | 30451788 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149570002960 | 435 | 23.55 | 5/17/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EFY0ZBFFL00 | 742652339 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149360002761 | 435 | 8.38 | 5/17/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EDFBZDHK100 | 742554159 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149560003346 | 435 | 828.57 | 5/10/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EKABY8JFM00 | 742966092 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149570003076 | 435 | 95.41 | 5/1/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EVABYC0R500 | 742718967 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149520001832 | 435 | 89.11 | 5/10/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ETJLYGF2G00 | 264450440 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370003477 | 435 | 85.01 | 4/29/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ETJLYDF5300 | 463701151 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370003477 | 435 | 44.79 | 4/30/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ETABYC5X600 | 463701151 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370003477 | 435 | 44.79 | 5/1/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EFPBY9JJ600 | 463701151 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149530002512 | 435 | 23.55 | 5/17/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EGABZBV6C00 | 742515841 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540002760 | 435 | 259.00 | 3/3/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E8FBYCJPL00 | 742862715 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149580003317 | 435 | 13.55 | 5/16/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EHFBY9SQL00 | 742943225 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149360002184 | 435 | 116.62 | 5/12/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | E5TWYCZHJ00 | 270029659 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370002998 | 435 | 74.55 | 5/19/2017 | 5/29/2017 | 5/30/2017 | 3 | 46501 | E8FBYG48D00 | 742802643 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149580007138 | 435 | 79.77 | 5/11/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E3JLX99Q100 | 651255384 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540002760 | 435 | 438.00 | 3/15/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EKTWY8S0Z00 | 742862715 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370002998 | 435 | 117.25 | 5/25/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EFFBZF78C00 | 742802643 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149570004622 | 435 | 539.77 | 5/8/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EATWY9V5B00 | 201691305 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149570004622 | 435 | 20.00 | 5/8/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EATWY9V5B01 | 201691305 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149550003229 | 435 | 308.35 | 3/31/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E0Y0YFZ5D00 | 272466786 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149550003229 | 435 | 28.24 | 3/31/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EQ35ZCF1300 | 272466786 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149550004609 | 435 | 44.05 | 5/20/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E1ABYHM6800 | 203099334 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540004356 | 435 | 23.59 | 5/19/2017 | 5/29/2017 | 5/30/2017 | 4 | 46501 | ELFBZF7CJ00 | 382084239 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540000766 | 435 | 1,178.80 | 5/9/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E2PBYBYY300 | 261973804 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817147310000479 | 435 | 27.30 | 5/9/2017 | 5/27/2017 | 5/30/2017 | 1 | 46501 | EBY0Y9F1400 | 272008627 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9059 | 00000 | 195 | 0.03 | 5/9/2017 | 5/20/2017 | 5/31/2017 | 1 | 46501 | E2PBYBYY300 | |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540004356 | 435 | 52.26 | 5/16/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EQABZCG1700 | 382084239 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540004356 | 435 | 17.37 | 5/16/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EQABZCG1701 | 382084239 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540000766 | 435 | 761.60 | 5/2/2017 | 5/29/2017 | 5/30/2017 | 3 | 46501 | EPPBY7KG100 | 261973804 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149360002226 | 435 | 153.80 | 4/28/2017 | 5/29/2017 | 5/30/2017 | 4 | 46501 | EFABZBX3R00 | 742049733 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9059 | 00000 | 195 | 0.02 | 5/2/2017 | 5/19/2017 | 5/31/2017 | 3 | 46501 | EPPBY7KG100 | |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817146500001682 | 435 | 178.13 | 3/24/2017 | 5/26/2017 | 5/26/2017 | 6 | 46501 | EG35Y8Y9H00 | 880241758 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149520001537 | 435 | 403.65 | 4/7/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EKJLY84V900 | 455395622 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370001755 | 435 | 31.55 | 5/15/2017 | 5/29/2017 | 5/30/2017 | 3 | 46501 | EDPBY8H3B00 | 264385285 |

| FT Request Wire Activity Date | Wire Line Number | PH | Control | Suffix | Account | ENTITY/PLAN | Draft Acct No | Draft No | Claim Office | Claim Amt | DCI DT | ISS DT | RCD DT | CLMT | BIC | CLAIM ID | TIN NUMBER |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149550006465 | 435 | 25.26 | 5/23/2017 | 5/29/2017 | 5/30/2017 | 4 | 46501 | E9JBX99CF00 | 753051169 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149520002790 | 435 | 133.11 | 4/28/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E1TWYCJTZ00 | 223875437 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149580000708 | 435 | 18,273.40 | 5/9/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EYPBX970J01 | 452662980 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149580000708 | 435 | 16,258.17 | 5/9/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EYPBX970J00 | 452662980 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149580000708 | 435 | 6,934.93 | 5/9/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EHPBY9NQ201 | 452662980 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370005019 | 435 | 42.39 | 5/11/2017 | 5/29/2017 | 5/30/2017 | 3 | 46501 | E9ABX793000 | 571197015 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149360003245 | 435 | 303.44 | 4/19/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | E2FBX43KZ01 | 742996222 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149360003245 | 435 | (83.11) | 4/19/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | E2FBX43KZ01 | 742996222 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7888188 | 435 | 4.14 | 4/25/2017 | 5/27/2017 | 5/30/2017 | 2 | 46501 | ERWYY6SKQ00 | 470874059 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540002723 | 435 | 102.40 | 5/17/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EBY0ZBJCS00 | 205604542 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149550006323 | 435 | 23.55 | 5/11/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EFABY874T00 | 752472510 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370001030 | 435 | 37.80 | 5/16/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E1ABYF8D300 | 233069260 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540003674 | 435 | 116.41 | 5/18/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | ESPBYDPL200 | 464113602 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9059 | 00000 | 195 | 0.02 | 4/27/2017 | 5/16/2017 | 5/30/2017 | 1 | 46501 | EYPBX7V2D00 | |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817147310000778 | 435 | 44.36 | 5/12/2017 | 5/27/2017 | 5/30/2017 | 1 | 46501 | EFPBY9BL600 | 202373111 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540002760 | 435 | 51.80 | 3/2/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EKTWY8S3P00 | 742862715 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149520002790 | 435 | 49.98 | 5/4/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EGJLY9M8100 | 223875437 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540004356 | 435 | 34.78 | 5/16/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E3JLYDGN000 | 382084239 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149530002512 | 435 | 44.53 | 5/18/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EMJLZBT5T00 | 742515841 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149530004059 | 435 | 107.66 | 4/9/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | E4Y0YBXP200 | 201234322 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149560002597 | 435 | 119.34 | 2/21/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EAJLY95XF00 | 742485958 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149500000346 | 435 | 84.89 | 3/7/2017 | 5/29/2017 | 5/30/2017 | 3 | 46501 | EMABY906J00 | 450491147 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149500000346 | 435 | 12.08 | 3/7/2017 | 5/29/2017 | 5/30/2017 | 3 | 46501 | EMABY906J01 | 450491147 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540002881 | 435 | 13.55 | 5/17/2017 | 5/29/2017 | 5/30/2017 | 4 | 46501 | EPABY9XNJ00 | 742797645 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149560003008 | 435 | 214.06 | 5/11/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EZ35X9F1700 | 742868879 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149550006323 | 435 | 32.73 | 5/16/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E3ABYDYJX00 | 752472510 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149530002756 | 435 | 1,080.00 | 4/13/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EBFBZBJ3Y00 | 742661711 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149500003107 | 435 | 148.77 | 4/27/2017 | 5/29/2017 | 5/30/2017 | 3 | 46501 | EQABY74S900 | 272453492 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149500003107 | 435 | 107.82 | 4/18/2017 | 5/29/2017 | 5/30/2017 | 3 | 46501 | EBY0Y726D00 | 272453492 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149500004483 | 435 | 92.39 | 5/17/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | E4PBYFGHG00 | 203059260 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149520002790 | 435 | 80.76 | 4/28/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E9JBX489500 | 223875437 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149500003107 | 435 | 23.55 | 5/4/2017 | 5/29/2017 | 5/30/2017 | 3 | 46501 | EATWY705R00 | 272453492 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370001030 | 435 | 28.73 | 5/11/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E4FBYF8XZ00 | 233069260 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370002831 | 435 | 53.82 | 5/16/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EMTWY97Y800 | 742730815 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540000766 | 435 | 1,178.80 | 5/6/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | E2FBYDN2Z00 | 261973804 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9059 | 00000 | 195 | 0.03 | 5/6/2017 | 5/20/2017 | 5/31/2017 | 2 | 46501 | E2FBYDN2Z00 | |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370002998 | 435 | 339.56 | 5/21/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | E1JLYH1H000 | 742802643 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149500003107 | 435 | 53.82 | 5/12/2017 | 5/29/2017 | 5/30/2017 | 4 | 46501 | EBPBY67WX00 | 272453492 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149550002498 | 435 | 13.55 | 5/10/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EG35Y7XDD00 | 742543414 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817151500004882 | 435 | 856.80 | 2/8/2017 | 5/31/2017 | 5/31/2017 | 1 | 46501 | EG35Y8TMW00 | 743019172 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149360002437 | 435 | 14.91 | 5/9/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EV35YFRS800 | 204701276 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370002998 | 435 | 57.35 | 5/23/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EC35ZCVND00 | 742802643 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370002998 | 435 | 4,432.99 | 5/13/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EFFBZCNMB00 | 742802643 |

| FT Request Wire Activity Date | Wire Line Number | PH | Control | Suffix | Account | ENTITY/PLAN | Draft Acct No | Draft No | Claim Office | Claim Amt | DCI DT | ISS DT | RCD DT | CLMT | BIC | CLAIM ID | TIN NUMBER |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540003059 | 435 | 23.55 | 5/8/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EWFBYD79K00 | 742958584 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370002972 | 435 | 23.55 | 5/12/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E2Y0YB59D00 | 742796843 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7892085 | 435 | 53.82 | 5/12/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E8Y0YBM3700 | 900900374 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149550002300 | 435 | 1,876.61 | 4/5/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EHY0ZBWV800 | 742206635 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149550002300 | 435 | 965.27 | 4/5/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EHY0ZBWV801 | 742206635 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370001030 | 435 | 23.98 | 5/8/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EGABZDMP800 | 233069260 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149550006323 | 435 | 54.02 | 5/22/2017 | 5/29/2017 | 5/30/2017 | 3 | 46501 | E3JLYFGSL00 | 752472510 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149550006323 | 435 | 29.28 | 5/22/2017 | 5/29/2017 | 5/30/2017 | 3 | 46501 | E3JLYFGSL01 | 752472510 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149550006323 | 435 | 23.55 | 5/23/2017 | 5/29/2017 | 5/30/2017 | 3 | 46501 | EWY0YG13D00 | 752472510 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149360005586 | 435 | 74.79 | 5/17/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | E5TWYC4LF00 | 741601453 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370001564 | 435 | 10.45 | 4/18/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EQ35Y89J100 | 264105496 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540002036 | 435 | 7.96 | 4/11/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | PBY0Y291V00 | 461115446 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149360005586 | 435 | 172.74 | 5/11/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EKABY7M9D00 | 741601453 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149360005586 | 435 | 45.07 | 5/11/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EKABY7M9D01 | 741601453 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149360003120 | 435 | 123.11 | 5/15/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EPPBY8C4600 | 742935431 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149560002140 | 435 | 80.05 | 5/15/2017 | 5/29/2017 | 5/30/2017 | 5 | 46501 | EHY0Y87MM00 | 742050845 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149570000627 | 435 | 104.85 | 4/17/2017 | 5/29/2017 | 5/30/2017 | 6 | 46501 | ECABY8Q7300 | 260822356 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7891421 | 435 | 90.77 | 5/17/2017 | 5/29/2017 | 5/30/2017 | 6 | 46501 | EZJLYCWZH00 | 542150844 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149570000627 | 435 | 44.82 | 4/19/2017 | 5/29/2017 | 5/30/2017 | 6 | 46501 | ECABY8Q7300 | 260822356 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149570000627 | 435 | 26.10 | 4/18/2017 | 5/29/2017 | 5/30/2017 | 6 | 46501 | ECABY8Q7300 | 260822356 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370002672 | 435 | 23.55 | 5/10/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EQJLZB0F100 | 742649727 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149530002512 | 435 | 140.41 | 4/20/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EZABXZDG201 | 742515841 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149530002512 | 435 | (108.63) | 4/20/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EZABXZDG201 | 742515841 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9059 | 00000 | 195 | 0.02 | 5/1/2017 | 5/17/2017 | 5/31/2017 | 4 | 46501 | EV35YBW8700 | |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370002123 | 435 | 83.00 | 5/17/2017 | 5/29/2017 | 5/30/2017 | 4 | 46501 | EZTWYCFWX00 | 742134317 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370002672 | 435 | 52.19 | 5/5/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EPABZBMVV00 | 742649727 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149500002004 | 435 | 49.66 | 5/13/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E2FBYFBLS00 | 742139209 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149580002874 | 435 | 14.91 | 5/11/2017 | 5/29/2017 | 5/30/2017 | 1 | 41039 | EHFBZBHMW00 | 742634091 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149570002789 | 435 | 54.30 | 4/19/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EAJLY9QWK00 | 271121048 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149570002697 | 435 | 23.55 | 5/12/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EQABY95YT00 | 742506786 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149570002789 | 435 | 8.02 | 4/19/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EAJLY9QWK01 | 271121048 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149570003298 | 435 | 49.00 | 5/8/2017 | 5/29/2017 | 5/30/2017 | 3 | 46501 | ETJLYF2YV00 | 272008627 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7889907 | 435 | 17.05 | 5/19/2017 | 5/29/2017 | 5/30/2017 | 1 | 41039 | EG35ZBWQW00 | 454930853 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540004356 | 435 | 39.61 | 5/19/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EVABYFPS100 | 382084239 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149550003358 | 435 | 27.00 | 5/19/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EKABZCH2K00 | 272699497 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149550003358 | 435 | 23.55 | 5/23/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E9ABYC1KC00 | 272699497 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370002998 | 435 | 331.66 | 5/15/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | E7ABYGRXC00 | 742802643 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149560005187 | 435 | 134.66 | 5/15/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | E3TWYB0LS00 | 203934881 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540002760 | 435 | 580.00 | 1/15/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EGJLX94BQ01 | 742862715 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540002760 | 435 | (580.00) | 1/15/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EGJLX94BQ01 | 742862715 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9059 | 00000 | 195 | 0.03 | 5/1/2017 | 5/16/2017 | 5/30/2017 | 5 | 46501 | EVABX8LYZ00 | |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149550006465 | 435 | 66.92 | 5/23/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EQ35ZCSQ700 | 753051169 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149550006465 | 435 | 19.32 | 5/23/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E9RTX989400 | 753051169 |

| FT Request Wire Activity Date | Wire Line Number | PH | Control | Suffix | Account | ENTITY/PLAN | Draft Acct No | Draft No | Claim Office | Claim Amt | DCI DT | ISS DT | RCD DT | CLMT | BIC | CLAIM ID | TIN NUMBER |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7882225 | 435 | 28.73 | 5/5/2017 | 5/25/2017 | 5/25/2017 | 3 | 46500 | ER57ZDC8H00 | |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540002781 | 435 | 107.81 | 4/7/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EHFBY824900 | 742870845 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540002781 | 435 | 25.26 | 4/7/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EHFBY824901 | 742870845 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370005163 | 435 | 120.05 | 4/6/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EZ35YB4MV00 | 204180336 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370005163 | 435 | 92.61 | 4/28/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | E0PBYB4XM00 | 204180336 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370005163 | 435 | 5.08 | 4/25/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | E0Y0YB5GG00 | 204180336 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817146500003992 | 435 | 120.05 | 4/10/2017 | 5/26/2017 | 5/26/2017 | 3 | 46501 | EYY0YB4M300 | 204180336 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540000766 | 435 | 1,123.92 | 5/11/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | E1ABYDNX100 | 261973804 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370004149 | 435 | 68.07 | 5/11/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EBPBY82ST00 | 201487848 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9059 | 00000 | 195 | 0.03 | 5/11/2017 | 5/20/2017 | 5/31/2017 | 2 | 46501 | E1ABYDNX100 | |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149520004399 | 435 | 160.92 | 5/15/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EVJLYB6S900 | 202211555 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149520004399 | 435 | 62.09 | 4/21/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EVABYBG4X00 | 202211555 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149520004399 | 435 | 23.55 | 5/15/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EV35YC52J00 | 202211555 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149520004399 | 435 | 15.45 | 5/15/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EV35YC50100 | 202211555 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149520004399 | 435 | 2.14 | 5/15/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EVABYBG6D00 | 202211555 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149530002756 | 435 | 1,260.00 | 4/10/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ER57ZB32X00 | 742661711 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9059 | 00000 | 195 | 0.02 | 5/3/2017 | 5/16/2017 | 5/30/2017 | 2 | 46501 | ENFBY5JY000 | |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9059 | 00000 | 195 | 0.03 | 5/3/2017 | 5/17/2017 | 5/31/2017 | 2 | 46501 | EV35YBW9Z00 | |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149500003439 | 435 | 124.20 | 5/9/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E135X940K00 | 273107766 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149570007413 | 435 | 53.82 | 5/12/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EWY0YDL3H00 | 680501547 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149570003457 | 435 | 935.39 | 5/15/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EZ35YC4P300 | 742970742 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540004356 | 435 | 47.47 | 5/19/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EXTWYFPQX00 | 382084239 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540004356 | 435 | 23.59 | 5/19/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | ECABZF6RR00 | 382084239 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149580003309 | 435 | 85.00 | 3/31/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EFY0Y9SMH00 | 208100662 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149530005822 | 435 | 13.55 | 5/4/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EBFBZBD2K00 | 900495534 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817151460004329 | 435 | 317.18 | 5/18/2017 | 5/31/2017 | 5/31/2017 | 1 | 46501 | EJFBZFLGG01 | 743238060 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817151460004329 | 435 | 235.86 | 5/18/2017 | 5/31/2017 | 5/31/2017 | 1 | 46501 | EJFBZFLGG00 | 743238060 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540004356 | 435 | 59.11 | 5/22/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EVTWYJKDF00 | 382084239 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149520002040 | 435 | 40.69 | 5/16/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E3TWYCMN600 | 270035984 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9059 | 00000 | 195 | 0.18 | 4/20/2017 | 5/16/2017 | 5/30/2017 | 2 | 46500 | EJPBY58WM00 | |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149500003261 | 435 | 3,142.30 | 5/17/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E1ABYGTYX00 | 621656022 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149550006323 | 435 | 53.82 | 5/18/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EXJLYCMX700 | 752472510 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540004356 | 435 | 105.09 | 5/16/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | ELFBZDQ7Z00 | 382084239 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540004356 | 435 | 28.69 | 5/16/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | ELFBZDQ7Z01 | 382084239 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540004356 | 435 | 22.16 | 5/16/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | ELFBZDQ7Z02 | 382084239 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149520002489 | 435 | 67.89 | 5/15/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E8FBYC12D00 | 742852853 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7891742 | 435 | 43.82 | 5/16/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EMTWZB2RJ00 | 204088051 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7890953 | 435 | 37.51 | 4/27/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E2PBYDHJG00 | 743023454 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7891742 | 435 | 19.58 | 5/9/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E9JBX483Q00 | 204088051 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540004356 | 435 | 40.55 | 5/15/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ERFBZCCF800 | 382084239 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149580003317 | 435 | 13.55 | 5/15/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EZ35YBDBQ00 | 742943225 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149570002789 | 435 | 77.47 | 1/20/2017 | 5/29/2017 | 5/30/2017 | 3 | 46501 | EVTWXN40801 | 271121048 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149570002789 | 435 | 19.40 | 1/20/2017 | 5/29/2017 | 5/30/2017 | 3 | 46501 | EZJLXMRLR01 | 271121048 |

| FT Request Wire Activity Date | Wire Line Number | PH | Control | Suffix | Account | ENTITY/PLAN | Draft Acct No | Draft No | Claim Office | Claim Amt | DCI DT | ISS DT | RCD DT | CLMT | BIC | CLAIM ID | TIN NUMBER |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9059 | 00000 | 195 | 0.02 | 3/9/2017 | 5/18/2017 | 5/31/2017 | 1 | 46500 | EATWY64KX00 | |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540004998 | 435 | 67.89 | 5/12/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EZTWYB6Z500 | 200081050 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149500006731 | 435 | 550.00 | 5/12/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | PNPBY3C4Z00 | 383656538 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370001030 | 435 | 20.74 | 5/16/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E135YDKF900 | 233069260 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540002099 | 435 | 65.25 | 5/10/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EZTWYB3PM00 | 742231007 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149500003439 | 435 | 113.40 | 5/5/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EPFBY805S00 | 273107766 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540004356 | 435 | 6.73 | 5/18/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EKTWZDP2900 | 382084239 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149570002505 | 435 | 87.06 | 5/11/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ECABY8D9Q00 | 742247256 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149360005586 | 435 | 30.96 | 5/17/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E6PBYFXWW00 | 741601453 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370003237 | 435 | 1,037.55 | 5/3/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EGJLZBYT300 | 272466786 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370003237 | 435 | 940.55 | 5/4/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EV35YHPJP00 | 272466786 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540004356 | 435 | 83.94 | 5/19/2017 | 5/29/2017 | 5/30/2017 | 3 | 46501 | E0FBYG5Q700 | 382084239 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540004356 | 435 | 83.94 | 5/16/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EPPBZB8XD00 | 382084239 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149360005586 | 435 | 57.27 | 5/16/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | E5ABYC5QD00 | 741601453 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540002760 | 435 | 157.50 | 3/3/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | ECJLY8L5H00 | 742862715 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370002998 | 435 | 16.45 | 5/18/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E8FBYF5M500 | 742802643 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370002998 | 435 | 121.72 | 5/19/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E7TWYGB2700 | 742802643 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370002998 | 435 | 135.24 | 5/15/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EHY0ZFHFT00 | 742802643 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149550002498 | 435 | 115.89 | 5/15/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E2FBYFB0J00 | 742543414 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540002781 | 435 | 156.41 | 4/7/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E6FBYCVMP00 | 742870845 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540002781 | 435 | 136.99 | 3/31/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ET35YCHHH00 | 742870845 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540002781 | 435 | 34.61 | 3/31/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ET35YCHHH01 | 742870845 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149570007428 | 435 | 24.04 | 5/19/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E4PBYG5LQ00 | 680595069 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149550006208 | 435 | 304.50 | 5/11/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E3JLYB0C200 | 752131429 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149570003281 | 435 | 543.21 | 4/7/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E9RTX5XDF00 | 742804199 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149360005586 | 435 | 79.52 | 5/18/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E7ABYDBMJ00 | 741601453 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370002672 | 435 | 53.82 | 4/27/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EC35Y7BH600 | 742649727 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149520001923 | 435 | 139.03 | 4/17/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EGABY790C00 | 460519691 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540004356 | 435 | 80.77 | 5/12/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ECABZD7ZP01 | 382084239 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540004356 | 435 | 80.42 | 5/12/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ECABZD7ZP00 | 382084239 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540004356 | 435 | 8.41 | 5/12/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ECABZD7ZP02 | 382084239 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370002998 | 435 | 359.10 | 5/16/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EPFBZC1YZ00 | 742802643 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149570002789 | 435 | 110.16 | 4/21/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | ENY0Y9JGR00 | 271121048 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149500005156 | 435 | 49.66 | 5/11/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | E2FBYF3B600 | 204255981 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149500003261 | 435 | 3,540.77 | 5/15/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E3TWYC8G100 | 621656022 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149570004121 | 435 | 34.98 | 5/17/2017 | 5/29/2017 | 5/30/2017 | 4 | 46501 | E5ABYCJNZ00 | 20692909 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370003237 | 435 | 673.13 | 5/15/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ETTWYJH1Y00 | 272466786 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149580007138 | 435 | 94.51 | 2/7/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EZJLX9Q3C00 | 651255384 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149530002541 | 435 | 79.91 | 1/31/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E6PBYFK9Z00 | 742544002 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149550006323 | 435 | 65.67 | 3/9/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EHY0ZBJJN00 | 752472510 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149550006323 | 435 | 63.55 | 3/2/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EHY0ZBJJN00 | 752472510 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149550006323 | 435 | (65.00) | 3/2/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EHY0ZBJJN00 | 752472510 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149360005586 | 435 | 83.07 | 5/16/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E3TWYC4L000 | 741601453 |

| FT Request Wire Activity Date | Wire Line Number | PH | Control | Suffix | Account | ENTITY/PLAN | Draft Acct No | Draft No | Claim Office | Claim Amt | DCI DT | ISS DT | RCD DT | CLMT | BIC | CLAIM ID | TIN NUMBER |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149360005586 | 435 | (3.45) | 4/20/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EG35YWCH900 | 741601453 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540002760 | 435 | 18.90 | 3/28/2017 | 5/29/2017 | 5/30/2017 | 3 | 46501 | EKABY71NJ00 | 742862715 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817145580003115 | 435 | 148.28 | 4/21/2017 | 5/25/2017 | 5/25/2017 | 3 | 46501 | EWPBX4P5V01 | 208038092 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817145580003115 | 435 | (146.14) | 4/21/2017 | 5/25/2017 | 5/25/2017 | 3 | 46501 | EWPBX4P5V01 | 208038092 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370002998 | 435 | 1,800.49 | 5/23/2017 | 5/29/2017 | 5/30/2017 | 3 | 46501 | ECTWZFNZ600 | 742802643 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370003019 | 435 | 52.25 | 2/10/2017 | 5/29/2017 | 5/30/2017 | 3 | 46501 | EAABY84WL00 | 272009373 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540002036 | 435 | 43.82 | 5/4/2017 | 5/29/2017 | 5/30/2017 | 3 | 46501 | EBY0ZBJ7900 | 461115446 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817145540002558 | 435 | 41.49 | 2/10/2017 | 5/25/2017 | 5/25/2017 | 3 | 46501 | EAABY84WL01 | 272009373 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149360002761 | 435 | 21.71 | 5/17/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EJY0ZDK9R00 | 742554159 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149360002761 | 435 | 15.19 | 5/17/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EDY0ZBTFN00 | 742554159 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149360002761 | 435 | 10.09 | 5/17/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EYY0YFBY700 | 742554159 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149500003439 | 435 | 25.20 | 5/10/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | ET35X940K00 | 273107766 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149570002505 | 435 | 81.12 | 5/13/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | E7JLYCMF100 | 742247256 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370002998 | 435 | 5,649.51 | 5/16/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EHFBZC1CT00 | 742802643 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370002998 | 435 | 77.36 | 5/22/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ESPBYHJJF00 | 742802643 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817147310000778 | 435 | 53.82 | 5/12/2017 | 5/27/2017 | 5/30/2017 | 1 | 46501 | EDFBY838Z00 | 202373111 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817147320000572 | 435 | 57.89 | 4/14/2017 | 5/27/2017 | 5/30/2017 | 3 | 46501 | E0PBX9RDF00 | 464576363 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149500000209 | 435 | 56.93 | 5/2/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ENY0Y7LSQ00 | 770615674 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149520002610 | 435 | 26.36 | 5/10/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EQTWY8LX300 | 742894185 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370002672 | 435 | 131.34 | 5/4/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ENFBY85KY00 | 742649727 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540004356 | 435 | 18.05 | 5/11/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EQ35Y9TR600 | 382084239 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370002672 | 435 | 30.96 | 4/27/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ECTWY84VJ00 | 742649727 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370002998 | 435 | 163.95 | 5/23/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EGABZFPKV00 | 742802643 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540004356 | 435 | 14.57 | 5/20/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ETABYKGJ600 | 382084239 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370006880 | 435 | 8,766.54 | 5/10/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | ENFBY8H5J00 | 710905290 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149520002790 | 435 | 2.57 | 1/31/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E1ABYD6TN00 | 223875437 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149520002790 | 435 | (2.57) | 1/31/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E1ABYD6TN00 | 223875437 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370002998 | 435 | 287.35 | 5/22/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E4PBYH0N900 | 742802643 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370003214 | 435 | 67.89 | 5/12/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EHY0Y8XX600 | 742985661 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370002998 | 435 | 731.85 | 5/18/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EPY0ZCR7K00 | 742802643 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370002831 | 435 | 72.66 | 5/12/2017 | 5/29/2017 | 5/30/2017 | 3 | 46501 | EYY0X91PF00 | 742730815 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370002831 | 435 | 61.23 | 5/12/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EYY0X91PY00 | 742730815 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149550006323 | 435 | 69.27 | 5/23/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EWFBYHRJC00 | 752472510 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370001030 | 435 | 1,193.21 | 5/19/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E5ABYF90Q00 | 233069260 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540002760 | 435 | 259.00 | 3/3/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EKJLY8QPC00 | 742862715 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149550006323 | 435 | 53.82 | 5/21/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EGTWZCV1900 | 752472510 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7890037 | 435 | 329.95 | 4/10/2017 | 5/29/2017 | 5/30/2017 | 3 | 46501 | E1TWYC1QB00 | 263843763 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7892375 | 435 | 23.55 | 5/9/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ERFBY8NNK00 | 331175818 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149550006323 | 435 | 84.52 | 5/18/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | ELFBZB48Z00 | 752472510 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149550006323 | 435 | 29.28 | 5/18/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | ELFBZB48Z01 | 752472510 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7890585 | 435 | 1,650.65 | 5/4/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EKTWY9BF600 | 742569713 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149500003261 | 435 | 3,229.31 | 5/21/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EKABZD1LQ00 | 621656022 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540004356 | 435 | 17.37 | 5/19/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EQTWZFP3K00 | 382084239 |

| FT Request Wire Activity Date | Wire Line Number | PH | Control | Suffix | Account | ENTITY/PLAN | Draft Acct No | Draft No | Claim Office | Claim Amt | DCI DT | ISS DT | RCD DT | CLMT | BIC | CLAIM ID | TIN NUMBER |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149580007138 | 435 | 9.29 | 5/11/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EMJLY81MQ00 | 651255384 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149360002980 | 435 | 115.90 | 5/17/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ERWYY8JYV00 | 462497616 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149530002907 | 435 | 85.84 | 5/17/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EFABZBSST00 | 742874650 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149360003118 | 435 | 9.29 | 5/17/2017 | 5/29/2017 | 5/30/2017 | 4 | 46501 | EZ35YCHKX00 | 208083212 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149360003118 | 435 | 9.29 | 5/17/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | E5TWYCHCM00 | 208083212 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370004676 | 435 | 30.59 | 5/17/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E6PBYFB0F02 | 202302872 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370004676 | 435 | 139.80 | 5/17/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E6PBYFB0F01 | 202302872 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370004676 | 435 | 122.29 | 5/17/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E6PBYFB0F00 | 202302872 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817146540004472 | 435 | 243.00 | 5/22/2017 | 5/26/2017 | 5/26/2017 | 1 | 46501 | E1ABYHG8300 | 562222382 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817146540004472 | 435 | 19.99 | 5/22/2017 | 5/26/2017 | 5/26/2017 | 1 | 46501 | E1ABYHG8301 | 562222382 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817146540004472 | 435 | 10.00 | 5/22/2017 | 5/26/2017 | 5/26/2017 | 1 | 46501 | E1ABYHG8302 | 562222382 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149570002072 | 435 | 42.39 | 5/15/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | E902X772W00 | 264592215 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149520001814 | 435 | 49.00 | 5/15/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EWY0YD5TT00 | 741695861 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149500003197 | 435 | 166.13 | 5/9/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EMABZBRMY00 | 743023822 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149500003197 | 435 | 13.31 | 5/9/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EMABZBRMY01 | 743023822 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149360004529 | 435 | 62.52 | 5/16/2017 | 5/29/2017 | 5/30/2017 | 3 | 46501 | ELFBZCD1K00 | 382084239 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149530006394 | 435 | 45.78 | 5/16/2017 | 5/29/2017 | 5/30/2017 | 3 | 46501 | E4Y0YCMV700 | 651172480 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149360004529 | 435 | 29.29 | 5/16/2017 | 5/29/2017 | 5/30/2017 | 3 | 46501 | EDPBY9FD700 | 382084239 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370002998 | 435 | 321.65 | 5/19/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ESFBYGN6B00 | 742802643 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149500003261 | 435 | 334.25 | 5/11/2017 | 5/29/2017 | 5/30/2017 | 4 | 46501 | E2Y0YFJ4Z00 | 621656022 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149570002170 | 435 | 157.22 | 5/2/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EJABY98C400 | 741932437 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7891480 | 435 | 32.19 | 5/18/2017 | 5/29/2017 | 5/30/2017 | 4 | 41039 | EDFBZB7ND00 | 466672224 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149520003256 | 435 | 13.55 | 5/16/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EDY0Y73Z900 | 463613094 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7890682 | 435 | 50.08 | 5/11/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EC35Y6GDM00 | 742708165 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7890682 | 435 | 50.08 | 5/18/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E6FBYFRJP00 | 742708165 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817151580006177 | 435 | 550.00 | 5/16/2017 | 5/31/2017 | 5/31/2017 | 1 | 46501 | EXJLYFPM700 | 311805826 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540004356 | 435 | 12.92 | 5/22/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ERFBZFSJQ00 | 382084239 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9059 | 00000 | 195 | 0.02 | 1/24/2017 | 5/16/2017 | 5/30/2017 | 2 | 46501 | EV35X99MS00 | |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370003214 | 435 | 28.63 | 5/13/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EHPBY7K4D00 | 742985661 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370003214 | 435 | 26.27 | 5/13/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EHPBY7K4D01 | 742985661 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370002998 | 435 | 1,977.81 | 5/8/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EZTWYFPDZ00 | 742802643 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149500001713 | 435 | 41.66 | 5/23/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EBY0ZDNCZ00 | 592852900 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149580002357 | 435 | (76.82) | 4/13/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EQJLYZDRW00 | 461105510 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149500001478 | 435 | 81.61 | 4/25/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EYY0X91PD00 | 474726674 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540005296 | 435 | 19.10 | 3/22/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | ENY0Y79W800 | 741602529 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149580007138 | 435 | 80.36 | 5/13/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ESPBYC4NZ00 | 651255384 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540004356 | 435 | 8.41 | 5/18/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EBY0ZD8Y900 | 382084239 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540003096 | 435 | 59.70 | 5/15/2017 | 5/29/2017 | 5/30/2017 | 3 | 46501 | EWPBYFV9F00 | 742974737 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149560000360 | 435 | 53.82 | 5/9/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ETJLYDF6000 | 810681062 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817147390000038 | 435 | 23.55 | 5/15/2017 | 5/27/2017 | 5/30/2017 | 3 | 46501 | E7ABYB11T00 | 742515841 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149550006323 | 435 | 8.01 | 5/17/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EWFBYFDLZ00 | 752472510 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149550006323 | 435 | 8.01 | 5/11/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EAABY6ZVJ00 | 752472510 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149500003439 | 435 | 117.90 | 5/8/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EBFBY79WR00 | 273107766 |

| FT Request Wire Activity Date | Wire Line Number | PH | Control | Suffix | Account | ENTITY/PLAN | Draft Acct No | Draft No | Claim Office | Claim Amt | DCI DT | ISS DT | RCD DT | CLMT | BIC | CLAIM ID | TIN NUMBER |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149500003261 | 435 | 322.70 | 4/23/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E135YFVJP00 | 621656022 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149500004729 | 435 | 34.98 | 5/15/2017 | 5/29/2017 | 5/30/2017 | 6 | 46501 | ETJLYFTX800 | 562546021 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370002998 | 435 | 572.60 | 5/22/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EXJLYF6V200 | 742802643 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540002760 | 435 | 130.90 | 3/14/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EAABY6VVR00 | 742862715 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540000766 | 435 | (761.60) | 3/14/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EC35YGKTR00 | 261973804 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370002998 | 435 | 389.20 | 5/25/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EGTWZF4R700 | 742802643 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149500002560 | 435 | 684.51 | 5/11/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EDFBZBP6D00 | 271414176 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370002998 | 435 | 753.19 | 5/18/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EDFBZB61300 | 742802643 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7891742 | 435 | 202.13 | 5/16/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ENY0Y9H4G00 | 204088051 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149500003261 | 435 | 181.48 | 5/18/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EVTWYFW9G00 | 621656022 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7891742 | 435 | 67.81 | 5/16/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ENY0Y9H4G01 | 204088051 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7891742 | 435 | 54.28 | 5/16/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ENY0Y9H4G02 | 204088051 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149560004316 | 435 | 27.00 | 5/12/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E6PBYDZ6H00 | 201377587 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149560004316 | 435 | 112.74 | 5/10/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E5TWYB6XB00 | 201377587 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149520002520 | 435 | 23.55 | 4/17/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EQABY8JQC00 | 742866506 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149560002597 | 435 | 54.05 | 4/3/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E6FBYDHZX00 | 742485958 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370002998 | 435 | 1,698.38 | 5/11/2017 | 5/29/2017 | 5/30/2017 | 4 | 46501 | E7JLYHVMK00 | 742802643 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370002998 | 435 | 99.40 | 4/27/2017 | 5/29/2017 | 5/30/2017 | 4 | 46501 | E5ABYFQFZ00 | 742802643 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149570002789 | 435 | 38.21 | 4/20/2017 | 5/29/2017 | 5/30/2017 | 4 | 46501 | EXABYCJ2G00 | 271121048 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149570002789 | 435 | 21.71 | 4/21/2017 | 5/29/2017 | 5/30/2017 | 4 | 46501 | EXABYCJ2G01 | 271121048 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149570002789 | 435 | 8.02 | 4/20/2017 | 5/29/2017 | 5/30/2017 | 4 | 46501 | EXABYCJ2G01 | 271121048 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540000766 | 435 | 114.19 | 4/20/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E1JLYDSL800 | 261973804 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149500002844 | 435 | 39.57 | 5/9/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EZTWX9GYQ00 | 742916445 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817147370000672 | 435 | 36.26 | 5/12/2017 | 5/27/2017 | 5/30/2017 | 2 | 46501 | E9JBX51RL00 | 721587400 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149580005341 | 435 | 36.26 | 5/18/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EHY0ZBKFD00 | 721587400 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370002998 | 435 | 290.15 | 5/22/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EWFBYHS1500 | 742802643 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540004620 | 435 | 55.22 | 5/19/2017 | 5/29/2017 | 5/30/2017 | 4 | 46501 | EVJLYDN7600 | 203643232 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149570002732 | 435 | 106.33 | 5/17/2017 | 5/29/2017 | 5/30/2017 | 3 | 46501 | EBFBZBF9J00 | 742544783 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7889993 | 435 | 88.29 | 4/28/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EQJLY9QLH00 | 474700333 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149530002512 | 435 | 73.81 | 5/24/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EFABZF7XR00 | 742515841 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149570003552 | 435 | 34.98 | 5/10/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | ESY0YC4ZW00 | 743008354 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149570003552 | 435 | 23.55 | 5/10/2017 | 5/29/2017 | 5/30/2017 | 3 | 46501 | ESPBYB13600 | 743008354 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370003214 | 435 | 22.60 | 5/12/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EHY0Y8XZ201 | 742985661 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370003214 | 435 | 20.17 | 5/12/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EHY0Y8XZ200 | 742985661 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149560004363 | 435 | 69.11 | 5/21/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | E4Y0YDN0D00 | 202673482 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149580003074 | 435 | 1.50 | 3/29/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E5ABYC1K800 | 205684282 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370002486 | 435 | 1,003.52 | 4/28/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E2Y0X47W700 | 271009253 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149580007138 | 435 | 57.29 | 5/14/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EK35Y8H5F00 | 651255384 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817151530004504 | 435 | 25.69 | 5/14/2017 | 5/31/2017 | 5/31/2017 | 1 | 46501 | EAJLY8SPL00 | 742809277 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149520002839 | 435 | 13.55 | 5/12/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ENPBY8NPJ00 | 742959407 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149500003439 | 435 | 243.18 | 5/9/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EQTWY8Z1R00 | 273107766 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149360006848 | 435 | 96.72 | 5/15/2017 | 5/29/2017 | 5/30/2017 | 3 | 46501 | EYY0YC4LL00 | 320014517 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149530003159 | 435 | 53.82 | 5/11/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EGJLY85JT00 | 742982314 |

| FT Request Wire Activity Date | Wire Line Number | PH | Control | Suffix | Account | ENTITY/PLAN | Draft Acct No | Draft No | Claim Office | Claim Amt | DCI DT | ISS DT | RCD DT | CLMT | BIC | CLAIM ID | TIN NUMBER |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149500002844 | 435 | 23.55 | 5/16/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EJY0ZBYBM00 | 742916445 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149500003261 | 435 | 62.14 | 5/23/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E135YG4SJ00 | 621656022 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370002998 | 435 | 224.70 | 5/17/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E902X9V8300 | 742802643 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149520001895 | 435 | 50.72 | 5/18/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EBY0ZBRGY00 | 460489026 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540004356 | 435 | 23.18 | 5/16/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ESPBYD05H00 | 382084239 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540004356 | 435 | 13.23 | 5/5/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ETABYFHP300 | 382084239 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370002166 | 435 | 81.73 | 5/16/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ECJLZBNPM00 | 461050665 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540004356 | 435 | 57.49 | 5/16/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ETJLYHBVP00 | 382084239 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149360002886 | 435 | 33.27 | 5/10/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ERWYY8XHJ00 | 742857700 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540004356 | 435 | 8.49 | 5/10/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EQTWZB8TN00 | 382084239 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540004356 | 435 | 19.01 | 5/22/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EWY0YH66600 | 382084239 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149520002588 | 435 | 23.08 | 5/17/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EZ35YCHW200 | 742888035 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149360002184 | 435 | 16.73 | 5/18/2017 | 5/29/2017 | 5/30/2017 | 3 | 46501 | EHPBY80G800 | 270029659 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149570002175 | 435 | 42.38 | 4/21/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ESPBYBVN900 | 741940911 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370002998 | 435 | 11.55 | 5/25/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EHPBZC4FR00 | 742802643 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149500002214 | 435 | 61.63 | 5/12/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E9ABX7LCZ00 | 742430251 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7889578 | 435 | 398.00 | 5/10/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | ENFBY6Q8T00 | 262150760 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7889578 | 435 | 35.00 | 5/10/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | ENFBY6Q8T01 | 262150760 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7889578 | 435 | 19.85 | 5/10/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | ENFBY6Q8T02 | 262150760 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7891938 | 435 | 67.89 | 5/11/2017 | 5/29/2017 | 5/30/2017 | 3 | 46501 | EGABY790B00 | 412247378 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149550003710 | 435 | 45.32 | 4/25/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E902X7QML00 | 464001696 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149570002789 | 435 | 5.40 | 4/20/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EFABY9MGR00 | 271121048 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149500003197 | 435 | 104.26 | 5/9/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EMJLY98L800 | 743023822 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149570002175 | 435 | 47.26 | 5/4/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | E0Y0X97Q400 | 741940911 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9820 | 7891214 | 435 | 118.30 | 3/14/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EQ35Y7B1S00 | 112483828 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370002998 | 435 | 124.74 | 5/22/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E4Y0YF6TJ00 | 742802643 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540004356 | 435 | 17.47 | 3/16/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EYFBYFPQL00 | 382084239 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540004356 | 435 | 5.78 | 3/16/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EYPBYFPQK00 | 382084239 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149560004869 | 435 | 89.17 | 5/18/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EXABYC17J00 | 202373111 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149500002011 | 435 | 13.55 | 5/16/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E135YBDCP00 | 742150295 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149560004869 | 435 | 13.31 | 5/18/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EXABYC17J01 | 202373111 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149360002855 | 435 | 18.16 | 5/3/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ESPBYB6RS00 | 742726404 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817147370000547 | 435 | 45.32 | 5/10/2017 | 5/27/2017 | 5/30/2017 | 1 | 46501 | EPFBY9TRN00 | 464001696 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149540000766 | 435 | 1,123.92 | 5/11/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | E135YBYY600 | 261973804 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149520003025 | 435 | 57.37 | 5/13/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | ETABYDHN000 | 743016407 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149520003025 | 435 | 49.96 | 5/12/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EAABY6LF000 | 743016407 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149520003025 | 435 | 23.55 | 5/17/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | E135YCF6F00 | 743016407 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370004149 | 435 | 8.13 | 5/11/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EATWZB0FF00 | 201487848 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9059 | 00000 | 195 | 0.03 | 5/11/2017 | 5/20/2017 | 5/31/2017 | 2 | 46501 | E135YBYY600 | |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149550003182 | 435 | 23.55 | 5/11/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EFPBZBSP300 | 272243275 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9059 | 00000 | 469 | 0.01 | 3/24/2017 | 5/19/2017 | 5/31/2017 | 3 | 46500 | E5ABX87S000 | |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149530004059 | 435 | 107.66 | 4/9/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EHFBY8MCH00 | 201234322 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149530004059 | 435 | 97.66 | 5/17/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EMABZBVG500 | 201234322 |

| FT Request Wire Activity Date | Wire Line Number | PH | Control | Suffix | Account | ENTITY/PLAN | Draft Acct No | Draft No | Claim Office | Claim Amt | DCI DT | ISS DT | RCD DT | CLMT | BIC | CLAIM ID | TIN NUMBER |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370002998 | 435 | 33.54 | 5/17/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EBFBZCFL900 | 742802643 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370002998 | 435 | 16.45 | 5/22/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E6Y0YH5MF00 | 742802643 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149370002998 | 435 | 121.72 | 5/19/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EJFBZC0XZ00 | 742802643 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149580003904 | 435 | 53.82 | 4/21/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EDPBY857L00 | 273320204 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9059 | 00000 | 195 | 0.01 | 1/15/2017 | 5/16/2017 | 5/30/2017 | 1 | 46501 | EVTWX9Z9X00 | |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149570007413 | 435 | 53.82 | 5/8/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EGJLY9P5400 | 680501547 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 1 | HC BASIC | 9046 | 817149570002697 | 435 | 34.98 | 5/11/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EG35Y7F3F00 | 742506786 |
| | | | | | | **HC BASIC Total** | | | | **237,300.05** | | | | | | | |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149370002998 | 435 | 99.40 | 5/12/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E5ABYGS3700 | 742802643 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149550006323 | 435 | 47.87 | 5/15/2017 | 5/29/2017 | 5/30/2017 | 3 | 46501 | ERWYY7K0V00 | 752472510 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149520002040 | 435 | 148.27 | 5/15/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E3ABYFGLK00 | 270035984 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149540004356 | 435 | 93.30 | 5/15/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E4FBYDDBP00 | 382084239 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149370002998 | 435 | 274.05 | 5/25/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EFFBZF76D00 | 742802643 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149570002170 | 435 | 48.82 | 5/2/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EXJLYCJVP00 | 741932437 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817146510000734 | 435 | 3,500.00 | 5/2/2017 | 5/26/2017 | 5/26/2017 | 1 | 46500 | E0FBX34CH00 | 263548111 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149500005436 | 435 | 525.47 | 5/9/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EQABY9TMF00 | 741586031 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149500005436 | 435 | 48.79 | 5/9/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EFABZBNVT00 | 741586031 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149550006323 | 435 | 59.85 | 5/15/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ET35YBK1K00 | 752472510 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9820 | 7890535 | 435 | 55.41 | 5/15/2017 | 5/29/2017 | 5/30/2017 | 3 | 46500 | ECABZBV7N00 | 205047879 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9820 | 7890535 | 435 | 55.41 | 5/17/2017 | 5/29/2017 | 5/30/2017 | 3 | 46500 | ECJLZBNMP00 | 205047879 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149370001030 | 435 | 2,485.04 | 5/21/2017 | 5/29/2017 | 5/30/2017 | 3 | 46501 | ET35YGS7F00 | 233069260 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9820 | 7890951 | 435 | 242.21 | 5/11/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EWPBYB8SN00 | 272620340 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149540004849 | 435 | 128.18 | 5/10/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EVABX9KJL00 | 204037037 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9820 | 7891006 | 435 | 3.10 | 5/12/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EKTWZBVND00 | 746264528 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149360005586 | 435 | 117.28 | 5/15/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ERNQY7KX500 | 741601453 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149560002597 | 435 | 66.46 | 3/31/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E5TWYBW2800 | 742485958 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9820 | 7890287 | 435 | 22.05 | 4/1/2017 | 5/29/2017 | 5/30/2017 | 3 | 41039 | EQJLZFFWB00 | 460731333 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9820 | 7890287 | 435 | 22.05 | 4/27/2017 | 5/29/2017 | 5/30/2017 | 3 | 41039 | EQJLZFFWB00 | 460731333 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149370002998 | 435 | 204.75 | 5/25/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EK35ZC4DK00 | 742802643 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149540004356 | 435 | 9.76 | 5/18/2017 | 5/29/2017 | 5/30/2017 | 3 | 46501 | EXABYFPQP00 | 382084239 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149540004356 | 435 | 14.69 | 5/17/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EV35YF3D000 | 382084239 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817147370001009 | 435 | 67.77 | 5/9/2017 | 5/27/2017 | 5/30/2017 | 3 | 46501 | ECABY8F4800 | 571197015 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149370005019 | 435 | 39.98 | 5/10/2017 | 5/29/2017 | 5/30/2017 | 5 | 46501 | ECTWY79FQ00 | 571197015 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149550006208 | 435 | 5.00 | 5/16/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ESFBYD76Y00 | 752131429 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149530003147 | 435 | 204.01 | 5/16/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ECJLZFJX400 | 272356066 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149530003147 | 435 | 8.05 | 5/16/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ECJLZFJX700 | 272356066 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149550006208 | 435 | 125.00 | 5/11/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EYFBX952B00 | 752131429 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817147390000554 | 435 | 5.00 | 5/11/2017 | 5/27/2017 | 5/30/2017 | 1 | 46501 | ER57Y8JCJ00 | 752131429 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149370002998 | 435 | 755.99 | 5/17/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ELY0ZB60J00 | 742802643 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149560004363 | 435 | 237.79 | 5/20/2017 | 5/29/2017 | 5/30/2017 | 3 | 46501 | E535YGB7100 | 202673482 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149560004363 | 435 | (78.00) | 5/20/2017 | 5/29/2017 | 5/30/2017 | 3 | 46501 | E535YGB7100 | 202673482 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149540002781 | 435 | 156.71 | 3/9/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EBY0Y87CT00 | 742870845 |

| FT Request Wire Activity Date | Wire Line Number | PH | Control | Suffix | Account | ENTITY/PLAN | Draft Acct No | Draft No | Claim Office | Claim Amt | DCI DT | ISS DT | RCD DT | CLMT | BIC | CLAIM ID | TIN NUMBER |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149540002781 | 435 | 130.89 | 3/24/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EC35Y67K800 | 742870845 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149540002781 | 435 | 76.26 | 3/16/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EZJLX97JD00 | 742870845 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149540002781 | 435 | 4.03 | 3/24/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EC35Y67K801 | 742870845 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9820 | 7898683 | 435 | 174.16 | 4/16/2017 | 5/31/2017 | 5/31/2017 | 1 | 46501 | PMABWVJKD00 | |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9820 | 7898683 | 435 | 125.63 | 3/12/2017 | 5/31/2017 | 5/31/2017 | 1 | 46501 | PMABWVJKD00 | |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9820 | 7898683 | 435 | 2.00 | 4/17/2017 | 5/31/2017 | 5/31/2017 | 1 | 46501 | PMABWVJKD00 | |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149360002733 | 435 | 1,088.00 | 5/6/2017 | 5/29/2017 | 5/30/2017 | 5 | 46501 | ETJLYFXCR00 | 205100794 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149360002733 | 435 | 458.88 | 5/6/2017 | 5/29/2017 | 5/30/2017 | 4 | 46501 | EG35Y7KC200 | 205100794 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149520002040 | 435 | 55.72 | 5/2/2017 | 5/29/2017 | 5/30/2017 | 4 | 46501 | E2Y0YCWY400 | 270035984 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9059 | 00000 | 195 | 0.02 | 5/6/2017 | 5/20/2017 | 5/31/2017 | 5 | 46501 | ETJLYFXCR00 | |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9059 | 00000 | 195 | 0.01 | 5/6/2017 | 5/19/2017 | 5/31/2017 | 4 | 46501 | EG35Y7KC200 | |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149520001814 | 435 | 71.12 | 5/5/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EC35Y6SN500 | 741695861 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149560003447 | 435 | 53.58 | 5/11/2017 | 5/29/2017 | 5/30/2017 | 3 | 46501 | EWFBYDQXG00 | 743001653 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149560003447 | 435 | 2.76 | 5/11/2017 | 5/29/2017 | 5/30/2017 | 3 | 46501 | EWFBYDQXG01 | 743001653 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149520002359 | 435 | 108.63 | 5/8/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E7JLYCCF100 | 461997674 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149370002672 | 435 | 58.82 | 4/13/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ELY0ZBVNJ00 | 742649727 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149580002467 | 435 | 32.30 | 5/11/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EYY0YBVCK00 | 204732028 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149370002998 | 435 | 17,674.32 | 5/11/2017 | 5/29/2017 | 5/30/2017 | 7 | 46501 | ETJLYGVKW00 | 742802643 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9820 | 7890951 | 435 | 99.03 | 5/11/2017 | 5/29/2017 | 5/30/2017 | 7 | 46501 | EXABX9GQ000 | 272620340 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149370002998 | 435 | 41.65 | 5/24/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EZJLYGKZT00 | 742802643 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149360005586 | 435 | 170.65 | 5/12/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EGABY8TGQ00 | 741601453 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149360005586 | 435 | 67.91 | 5/12/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EGABY8TGQ01 | 741601453 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149560004197 | 435 | 304.50 | 5/7/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E2PBX9GY100 | 760273984 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9820 | 7890364 | 435 | 136.21 | 5/3/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E5ABYB71D00 | 742123618 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149570002175 | 435 | 7.87 | 5/3/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E7TWYC15600 | 741940911 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149550006323 | 435 | 28.55 | 5/19/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EMABZCGNV00 | 752472510 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149360002970 | 435 | 968.40 | 4/5/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EK35Y85SN00 | 742777597 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9820 | 7891202 | 435 | 58.82 | 5/8/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ERNQY6WT100 | 273830550 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149520006648 | 435 | 72.65 | 4/27/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | ETJLYFTL500 | 710745831 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817147350001124 | 435 | 49.61 | 5/4/2017 | 5/27/2017 | 5/30/2017 | 2 | 46501 | ELY0Y9KP000 | 710745831 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149580003309 | 435 | 136.00 | 4/4/2017 | 5/29/2017 | 5/30/2017 | 3 | 46501 | E6PBYDQ4L00 | 208100662 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149500002004 | 435 | 18.55 | 5/10/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E8Y0YB1BK00 | 742139209 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149360002733 | 435 | 124.14 | 5/8/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | ETTWYFHK000 | 205100794 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9820 | 7890495 | 435 | 238.59 | 5/12/2017 | 5/29/2017 | 5/30/2017 | 1 | 41039 | ETABYGKSV00 | 742477540 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9820 | 7882124 | 435 | 35.00 | 5/22/2017 | 5/25/2017 | 5/25/2017 | 1 | 46500 | EPY0ZC5H000 | |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9820 | 7898608 | 435 | 35.00 | 5/18/2017 | 5/31/2017 | 5/31/2017 | 1 | 46500 | ENPBZGSGY00 | |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9059 | 00000 | 195 | 0.03 | 5/2/2017 | 5/19/2017 | 5/31/2017 | 1 | 46501 | EHFBY9D3P00 | |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9059 | 00000 | 469 | 0.01 | 5/5/2017 | 5/19/2017 | 5/31/2017 | 1 | 46501 | E0PBYBG1C00 | |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149370002998 | 435 | 143.76 | 5/12/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E5ABYF7V000 | 742802643 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149550000669 | 435 | 118.77 | 5/17/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E5JLYCQXZ00 | 812369811 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149370002998 | 435 | 107.35 | 5/17/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EGTWZCKC100 | 742802643 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149360005586 | 435 | 95.83 | 5/15/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ERWYY7KYF00 | 741601453 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149550006323 | 435 | 93.49 | 5/17/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E3TWYB3MK00 | 752472510 |

| FT Request Wire Activity Date | Wire Line Number | PH | Control | Suffix | Account | ENTITY/PLAN | Draft Acct No | Draft No | Claim Office | Claim Amt | DCI DT | ISS DT | RCD DT | CLMT | BIC | CLAIM ID | TIN NUMBER |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149550006323 | 435 | 63.55 | 5/15/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ECABY8YPT00 | 752472510 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149550006323 | 435 | 29.94 | 5/15/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ECJLY8Q4600 | 752472510 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149360005586 | 435 | (35.00) | 5/15/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ERWYY7KYF00 | 741601453 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149550006323 | 435 | (35.00) | 5/17/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E3TWYB3MK00 | 752472510 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149550006323 | 435 | (35.00) | 5/15/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ECABY8YPT00 | 752472510 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149550000669 | 435 | (35.00) | 5/17/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E5JLYCQXZ00 | 812369811 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149500003197 | 435 | (35.00) | 5/5/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ELFBY84B400 | 743023822 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149370002998 | 435 | 1,657.11 | 5/23/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EDPBZCVNS00 | 742802643 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149360002733 | 435 | 1,605.60 | 5/2/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EHFBY9D3P00 | 205100794 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149530004478 | 435 | 1,158.55 | 5/5/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E0PBYBG1C00 | 201909363 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149370002998 | 435 | 215.05 | 5/23/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EDPBZCVNS01 | 742802643 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149500003197 | 435 | 149.04 | 5/5/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ELFBY84B400 | 743023822 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149370002998 | 435 | 62.35 | 5/22/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | ETJLYJ5BF00 | 742802643 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149570002505 | 435 | 112.52 | 5/14/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E8Y0YB1BP00 | 742247256 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9820 | 7890517 | 435 | 10.25 | 5/1/2017 | 5/29/2017 | 5/30/2017 | 2 | 46500 | ENFBY6G4300 | 461513436 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149370002998 | 435 | 188.30 | 5/22/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EVABYFHGR00 | 742802643 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149370002998 | 435 | 42.35 | 5/22/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ESFBYHVHJ00 | 742802643 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149370002998 | 435 | 172.55 | 5/24/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E6FBYH5V500 | 742802643 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149580007138 | 435 | 4.75 | 3/31/2017 | 5/29/2017 | 5/30/2017 | 2 | 41039 | E2PBX9QZL00 | 651255384 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149370002998 | 435 | 1,510.54 | 5/23/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E735YGR2700 | 742802643 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149500003042 | 435 | 60.00 | 5/5/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E7JLYB37J00 | 742965616 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149540004095 | 435 | 190.81 | 4/19/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EYFBYCXR700 | 760387779 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149370002831 | 435 | 106.33 | 5/15/2017 | 5/29/2017 | 5/30/2017 | 4 | 46501 | E735YBM0500 | 742730815 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149370002831 | 435 | 66.23 | 5/10/2017 | 5/29/2017 | 5/30/2017 | 4 | 46501 | EMJLY787N00 | 742730815 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149370002831 | 435 | 58.82 | 5/17/2017 | 5/29/2017 | 5/30/2017 | 4 | 46501 | E535YFKPS00 | 742730815 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817147390000063 | 435 | 19.19 | 5/15/2017 | 5/27/2017 | 5/30/2017 | 4 | 46501 | E6Y0YDLPM00 | 742730815 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817147410000422 | 435 | 75.76 | 5/12/2017 | 5/27/2017 | 5/30/2017 | 2 | 46501 | EJABY81P000 | 743025040 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149550003338 | 435 | 46.03 | 5/12/2017 | 5/29/2017 | 5/30/2017 | 3 | 46501 | EFY0Y8L0100 | 743025040 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149520002607 | 435 | 3.38 | 5/16/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EYFBYBGY200 | 742782660 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149560000588 | 435 | 14,545.11 | 5/16/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E3JLYDPRF00 | 452663071 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149520002607 | 435 | 1,470.08 | 5/16/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EDPBY75J300 | 742782660 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149560000588 | 435 | 334.48 | 5/20/2017 | 5/29/2017 | 5/30/2017 | 4 | 46501 | EQTWZDR0200 | 452663071 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149560000588 | 435 | 334.48 | 5/22/2017 | 5/29/2017 | 5/30/2017 | 4 | 46501 | EHFBZFVCR00 | 452663071 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149580003109 | 435 | 60.06 | 5/15/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ELPBY67QZ00 | 742871470 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149580003109 | 435 | 28.62 | 5/15/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ELPBY67QZ01 | 742871470 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149540002760 | 435 | 149.60 | 3/5/2017 | 5/29/2017 | 5/30/2017 | 4 | 46501 | ENFBY6VNT00 | 742862715 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149580003074 | 435 | 8.06 | 3/25/2017 | 5/29/2017 | 5/30/2017 | 3 | 46501 | EVABX9SLV01 | 205684282 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149580003074 | 435 | 29.72 | 3/25/2017 | 5/29/2017 | 5/30/2017 | 3 | 46501 | EVABX9SLV00 | 205684282 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149550000669 | 435 | 112.52 | 5/17/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | E535YFD7S00 | 812369811 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149500003261 | 435 | 341.60 | 5/17/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | ETJLYHF9K00 | 621656022 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149520002790 | 435 | 101.33 | 5/4/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EV35YDK1700 | 223875437 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149520002790 | 435 | 50.15 | 4/11/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EDPBY8H5N00 | 223875437 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149520002790 | 435 | 4.13 | 5/4/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EV35YDK1702 | 223875437 |

| FT Request Wire Activity Date | Wire Line Number | PH | Control | Suffix | Account | ENTITY/PLAN | Draft Acct No | Draft No | Claim Office | Claim Amt | DCI DT | ISS DT | RCD DT | CLMT | BIC | CLAIM ID | TIN NUMBER |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149520002790 | 435 | 1.06 | 5/4/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EV35YDK1701 | 223875437 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817151540002215 | 435 | 107.10 | 5/12/2017 | 5/31/2017 | 5/31/2017 | 1 | 46501 | EXTWYGJ7S00 | 272008627 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9820 | 7890585 | 435 | 1,405.76 | 4/28/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EHFBY87SX00 | 742569713 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149360001052 | 435 | 334.28 | 4/28/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EPFBY9BMV00 | 262666322 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149570002697 | 435 | 58.82 | 5/8/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EXTWX9WVM00 | 742506786 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9059 | 00000 | 195 | 0.04 | 5/2/2017 | 5/18/2017 | 5/31/2017 | 1 | 46501 | EV35YB5WF00 | |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9059 | 00000 | 195 | 0.02 | 5/2/2017 | 5/18/2017 | 5/31/2017 | 1 | 46501 | EV35YB5WF00 | |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149370002486 | 435 | 1,999.36 | 5/2/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EV35YB5WF00 | 271009253 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9820 | 7889579 | 435 | 148.77 | 5/15/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EFABZB9M400 | 262150760 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149520002040 | 435 | 9.55 | 5/16/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E4Y0YCMQZ00 | 270035984 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149550000669 | 435 | 162.96 | 5/15/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ESPBYB6T800 | 812369811 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149360004529 | 435 | 32.25 | 4/17/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E8PBYFQJM00 | 382084239 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149370002998 | 435 | 62.35 | 5/15/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ECTWZCCBL00 | 742802643 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149500000218 | 435 | 118.48 | 5/4/2017 | 5/29/2017 | 5/30/2017 | 3 | 46501 | EFABY89S900 | 431956141 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149580005507 | 435 | 279.68 | N | 5/29/2017 | 5/30/2017 | 2 | 46501 | ERWYZCX0S00 | 741100555 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149360000608 | 435 | 175.27 | 5/15/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | E135YC0PR00 | 260834681 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9820 | 7889578 | 435 | 20.00 | 3/27/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | E8PBYBXDP00 | 262150760 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149360000608 | 435 | (160.27) | 5/15/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | E135YC0PR00 | 260834681 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149580005507 | 435 | (252.15) | 5/15/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | ERWYZCX0S00 | 741100555 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149540004356 | 435 | 21.84 | 5/23/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EV35YJV6100 | 382084239 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149540004356 | 435 | 2.82 | 5/23/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EVABYG41K00 | 382084239 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149560002597 | 435 | 59.05 | 3/22/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EZABYBW6M00 | 742485958 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149370002998 | 435 | 77.35 | 5/8/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E0FBYFP6100 | 742802643 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149580002357 | 435 | 24.61 | 5/8/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ETABYD1Q000 | 461105510 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149370002998 | 435 | 1,735.63 | 4/9/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E2FBYHXZT00 | 742802643 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149370005163 | 435 | 40.00 | 4/24/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | E135YB4L500 | 204180336 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149540003129 | 435 | 9.29 | 5/15/2017 | 5/29/2017 | 5/30/2017 | 6 | 46501 | ELY0Y9KL300 | 742984296 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149520002790 | 435 | 77.58 | 5/1/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ESFBYC1NM00 | 223875437 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149580007138 | 435 | 46.48 | 5/11/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E0Y0X98C100 | 651255384 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149580003074 | 435 | 42.22 | 3/24/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EQTWY8MDV00 | 205684282 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149580003074 | 435 | 13.03 | 3/24/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EQTWY8MDV01 | 205684282 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9820 | 7890756 | 435 | 63.16 | 5/15/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ETABYDRXM00 | 742884436 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817146570002042 | 435 | 184.32 | 5/9/2017 | 5/26/2017 | 5/26/2017 | 1 | 46501 | ERWYY64NZ00 | 273107766 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149520001814 | 435 | 94.68 | 5/5/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EFPBY8N2S00 | 741695861 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149360005586 | 435 | 58.82 | 5/11/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EKJLY779400 | 741601453 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149370002998 | 435 | 77.35 | 5/8/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | E4Y0YFPDJ00 | 742802643 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 1 | HC BUYUP | 9046 | 817149580002357 | 435 | 24.61 | 5/8/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | ENPBY8M1300 | 461105510 |
| | | | | | | **HC BUYUP Total** | | | | **65,229.12** | | | | | | | |
| | | | | | | **Grand Total** | | | | **302,529.17** | | | | | | | |

| FT Request Wire Activity Date | Wire Line Number | PH | Control | Suffix | Account | ENTITY/PLAN | Draft Acct No | Draft No | Claim Office | Claim Amt | DCI DT | ISS DT | RCD DT | CLMT | BIC | CLAIM ID | TIN NUMBER |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9046 | 817149580007138 | 435 | 41.48 | 5/12/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EWFBYDMS700 | 651255384 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9046 | 817149570002789 | 435 | 15.56 | 4/20/2017 | 5/29/2017 | 5/30/2017 | 3 | 46501 | EG35Y7B0000 | 271121048 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9046 | 817149580003109 | 435 | 68.85 | 5/12/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ECJLY8Z0Z00 | 742871470 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9046 | 817149580003109 | 435 | 30.85 | 5/12/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ECJLY8Z0Z01 | 742871470 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9046 | 817149580003109 | 435 | 17.54 | 5/12/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ECJLY8Z0Z02 | 742871470 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9046 | 817149370002998 | 435 | 34.64 | 5/18/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ER57ZCVXP00 | 742802643 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9046 | 817149560003402 | 435 | 23.55 | 5/16/2017 | 5/29/2017 | 5/30/2017 | 3 | 46501 | EBY0ZBCX000 | 742983425 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9046 | 817149520002790 | 435 | 36.26 | 5/3/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | E7ABYBFTK00 | 223875437 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9820 | 7889256 | 435 | 23.55 | 5/15/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | ENY0Y7T0000 | 451646930 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9046 | 817149500002435 | 435 | 17.97 | 5/3/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EFABY9DG801 | 742601950 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9046 | 817149580007138 | 435 | 83.52 | 5/10/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E335YCMC400 | 651255384 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9046 | 817149370003265 | 435 | 7.96 | 4/4/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E4FBYBW5Q00 | 272485384 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9046 | 817149360002761 | 435 | 49.69 | 5/20/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EPFBZFSTS00 | 742554159 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9046 | 817149360002761 | 435 | 32.20 | 5/20/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EPFBZFSTS01 | 742554159 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9046 | 817149580003109 | 435 | 28.62 | 5/16/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EC35Y7WFP01 | 742871470 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9046 | 817149580003109 | 435 | 56.58 | 5/16/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EC35Y7WFP00 | 742871470 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9046 | 817149370003035 | 435 | 98.35 | 5/5/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EDY0Y6G7F00 | 208038092 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9046 | 817149370003035 | 435 | 40.13 | 5/5/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EDY0Y6G7F01 | 208038092 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9046 | 817149360002778 | 435 | 48.51 | 5/18/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EKTWZB5V300 | 742809277 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9046 | 817149580003109 | 435 | 55.06 | 5/12/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ELY0Y8XRL00 | 742871470 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9046 | 817149580003109 | 435 | 28.62 | 5/12/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ELY0Y8XRL01 | 742871470 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9059 | 00000 | 195 | 0.01 | 4/27/2017 | 5/16/2017 | 5/30/2017 | 1 | 46501 | EAABY4TRD00 | |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9046 | 817147400000402 | 435 | 101.07 | 1/26/2017 | 5/27/2017 | 5/30/2017 | 4 | 46501 | EAABYJV7G00 | 742874650 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9046 | 817147400000402 | 435 | 2.52 | 1/26/2017 | 5/27/2017 | 5/30/2017 | 4 | 46501 | EAABYJV7G01 | 742874650 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9046 | 817147400000402 | 435 | (2.52) | 1/26/2017 | 5/27/2017 | 5/30/2017 | 4 | 46501 | EAABYJV7G01 | 742874650 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9046 | 817149530005592 | 435 | 63.98 | 2/13/2017 | 5/29/2017 | 5/30/2017 | 3 | 46501 | EJPBY8GCB00 | 870716337 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9820 | 7889535 | 435 | 59.99 | 5/18/2017 | 5/29/2017 | 5/30/2017 | 4 | 46501 | EM35ZBHY400 | 472429610 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9059 | 00000 | 195 | 0.11 | 5/8/2017 | 5/19/2017 | 5/31/2017 | 1 | 46501 | EQABY96W200 | |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9046 | 817149560004316 | 435 | 30.96 | 5/15/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E4FBYB6YJ00 | 201377587 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9046 | 817149560004316 | 435 | 1.38 | 5/10/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E3TWYB6XX01 | 201377587 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9046 | 817149560004316 | 435 | 112.35 | 5/10/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E3TWYB6XX00 | 201377587 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9820 | 7891006 | 435 | 27.30 | 5/15/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EK35Y8W8D00 | 746264528 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9046 | 817149580003109 | 435 | 31.24 | 5/16/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EQJLY9P3701 | 742871470 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9046 | 817149580003109 | 435 | 20.83 | 5/16/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EQJLY9P3702 | 742871470 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9046 | 817149580003109 | 435 | 20.32 | 5/16/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EQJLY9P3703 | 742871470 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9046 | 817149580003109 | 435 | 141.44 | 5/16/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EQJLY9P3700 | 742871470 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9046 | 817149370001030 | 435 | 44.50 | 5/18/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EJFBZD8RF00 | 233069260 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9046 | 817149580007138 | 435 | 34.93 | 5/19/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EKJLZDN1P00 | 651255384 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9046 | 817149370001030 | 435 | 25.27 | 5/19/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EQTWZDM9200 | 233069260 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 2 | DD1 BASIC | 9046 | 817149370001030 | 435 | 7.13 | 5/17/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EQ35ZBL9R00 | 233069260 |
| | | | | | | **DD1 BASIC Total** | | | | **1,562.30** | | | | | | | |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 2 | DD1 BUYUP | 9046 | 817149370002672 | 435 | 37.80 | 5/5/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EHFBZB1CB00 | 742649727 |

| FT Request Wire Activity Date | Wire Line Number | PH | Control | Suffix | Account | ENTITY/PLAN | Draft Acct No | Draft No | Claim Office | Claim Amt | DCI DT | ISS DT | RCD DT | CLMT | BIC | CLAIM ID | TIN NUMBER |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 2 | DD1 BUYUP | 9046 | 817149500003197 | 435 | 103.57 | 5/10/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | ETJLYGHKN00 | 743023822 |
| | | | | | | **DD1 BUYUP Total** | | | | **141.37** | | | | | | | |
| | | | | | | **Grand Total** | | | | **1,703.67** | | | | | | | |

| FT Request Wire Activity Date | Wire Line Number | PH | Control | Suffix | Account | ENTITY/PLAN | Draft Acct No | Draft No | Claim Office | Claim Amt | DCI DT | ISS DT | RCD DT | CLMT | BIC | CLAIM ID | TIN NUMBER |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 3 | CSA BASIC | 9820 | 7890125 | 435 | 17.05 | 5/24/2017 | 5/29/2017 | 5/30/2017 | 2 | 41039 | EYFBYGV5Z00 | 457610939 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 3 | CSA BASIC | 9046 | 817149370001880 | 435 | 120.33 | 5/15/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EC35Y81GJ00 | 264724246 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 3 | CSA BASIC | 9046 | 817149370002998 | 435 | 48.30 | 5/23/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EYPBYF1C300 | 742802643 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 3 | CSA BASIC | 9046 | 817149370001030 | 435 | 11.02 | 5/15/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EZABYDKG000 | 233069260 |
| | | | | | | **CSA BASIC Total** | | | | **196.70** | | | | | | | |
| | | | | | | **Grand Total** | | | | **196.70** | | | | | | | |

| FT Request Wire Activity Date | Wire Line Number | PH | Control | Suffix | Account | ENTITY/PLAN | Draft Acct No | Draft No | Claim Office | Claim Amt | DCI DT | ISS DT | RCD DT | CLMT | BIC | CLAIM ID | TIN NUMBER |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149540004356 | 435 | 102.50 | 5/18/2017 | 5/29/2017 | 5/30/2017 | 4 | 46501 | EGABZFPHQ00 | 382084239 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149550004609 | 435 | 125.05 | 5/22/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EFPBZFF9T00 | 203099334 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9820 | 7891742 | 435 | 13.55 | 5/9/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EA35Y7C0800 | 204088051 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149500003261 | 435 | 2,203.00 | 5/17/2017 | 5/29/2017 | 5/30/2017 | 4 | 46501 | E6Y0YF7DV00 | 621656022 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149540004069 | 435 | 93.82 | 5/12/2017 | 5/29/2017 | 5/30/2017 | 4 | 46501 | EZTWX94HX00 | 274455437 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149540004069 | 435 | 63.55 | 5/15/2017 | 5/29/2017 | 5/30/2017 | 4 | 46501 | EZJLYBRTV00 | 274455437 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149360002761 | 435 | 114.52 | 5/12/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E1ABYGH6J00 | 742554159 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149360005586 | 435 | 108.63 | 5/12/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EGJLY8RJ900 | 741601453 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149360005586 | 435 | 85.27 | 5/13/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EHFBY8VD600 | 741601453 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149370003641 | 435 | 45.32 | 5/2/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E9ABX86VX00 | 463951416 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149540002781 | 435 | 108.40 | 3/27/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EBY0Y8QNW00 | 742870845 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149540002781 | 435 | 15.32 | 3/27/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EBY0Y8QNW01 | 742870845 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149540002781 | 435 | 9.35 | 3/27/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E735X9QVR00 | 742870845 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817151520000117 | 435 | 161.00 | 5/19/2017 | 5/31/2017 | 5/31/2017 | 1 | 46501 | E535YGDRV00 | 260693691 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149370003296 | 435 | 231.00 | 4/22/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E2Y0X9Q5Q00 | 743018935 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149540002036 | 435 | 5.57 | 4/20/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EGABY85R900 | 461115446 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817147350000050 | 435 | 38.39 | 5/1/2017 | 5/27/2017 | 5/30/2017 | 1 | 46501 | EFY0Y9Q2C00 | 432032442 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149370002998 | 435 | 646.86 | 5/19/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EKTWZCHCS00 | 742802643 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149570002769 | 435 | 23.08 | 5/11/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EDPBY6KR700 | 461691950 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149540004356 | 435 | 26.57 | 5/3/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EZTWYF6QJ00 | 382084239 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149580002089 | 435 | 33.08 | 5/12/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EYY0X9SF700 | 270029658 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149520002790 | 435 | 89.92 | 5/4/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E0FBYBW6100 | 223875437 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149360005586 | 435 | 107.52 | 5/16/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | E4PBYFYJM00 | 741601453 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149360003346 | 435 | 41.25 | 3/23/2017 | 5/29/2017 | 5/30/2017 | 2 | 46500 | E5ABYBD3F00 | 463316030 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9820 | 7882123 | 435 | 40.00 | 5/23/2017 | 5/25/2017 | 5/25/2017 | 2 | 46500 | E4FBYFDF200 | |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149520004034 | 435 | 1,970.60 | 3/29/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EHFBZD70P00 | 760482007 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149570002035 | 435 | 400.00 | 3/26/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | E4PBYDQK500 | 741688740 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149540002760 | 435 | 149.00 | 3/10/2017 | 5/29/2017 | 5/30/2017 | 3 | 46501 | EMABY84LX00 | 742862715 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149370002998 | 435 | 57.35 | 3/9/2017 | 5/29/2017 | 5/30/2017 | 3 | 46501 | E2Y0YGG1X00 | 742802643 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149570002035 | 435 | 51.20 | 3/28/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EXJLYCJYW00 | 741688740 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149570002035 | 435 | 40.00 | 3/29/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | E135YC1JX00 | 741688740 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149570002035 | 435 | 40.00 | 3/24/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | ESPBYBZN700 | 741688740 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149540004356 | 435 | 6.90 | 5/16/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EQJLZB79Q00 | 382084239 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817146500003742 | 435 | 82,040.00 | 3/24/2017 | 5/26/2017 | 5/26/2017 | 2 | 46501 | EWFBX4RHG00 | 741180155 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817146500003742 | 435 | 53,857.17 | 3/24/2017 | 5/26/2017 | 5/26/2017 | 2 | 46501 | EWFBX4RHG01 | 741180155 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9820 | 7889578 | 435 | 126.83 | 5/11/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EYY0YBWB200 | 262150760 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149540002774 | 435 | 40.48 | 5/18/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ESY0YFBV400 | 271656701 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149500002844 | 435 | 30.68 | 5/16/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EJPBZB4TC00 | 742916445 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149370002998 | 435 | 247.85 | 5/22/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E535YHW1600 | 742802643 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149560004316 | 435 | 23.55 | 5/10/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E6Y0YD5NW00 | 201377587 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149550006208 | 435 | 248.00 | 5/10/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E1TWYCTB000 | 752131429 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149570002960 | 435 | 23.55 | 5/12/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EZTWX9Z0R00 | 742652339 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9820 | 7889578 | 435 | 73.25 | 5/11/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | E8FBYDJ3G00 | 262150760 |

| FT Request Wire Activity Date | Wire Line Number | PH | Control | Suffix | Account | ENTITY/PLAN | Draft Acct No | Draft No | Claim Office | Claim Amt | DCI DT | ISS DT | RCD DT | CLMT | BIC | CLAIM ID | TIN NUMBER |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149520002790 | 435 | 133.11 | 5/4/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EZTWYBWD700 | 223875437 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149360003668 | 435 | 138.18 | 5/8/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ECABY9W0800 | 463969440 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149360002028 | 435 | 49.73 | 5/10/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EWFBYDQWX00 | 208920209 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149550006323 | 435 | 23.55 | 5/16/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EZABYB3P900 | 752472510 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149550003710 | 435 | 45.32 | 5/4/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E0Y0X9SVB00 | 464001696 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9820 | 7891742 | 435 | 13.02 | 1/4/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EWY0WJ11V02 | 204088051 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149550006323 | 435 | 8.01 | 5/16/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EZTWYB3PV00 | 752472510 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149520002790 | 435 | 78.76 | 5/6/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EZJLYBWFW00 | 223875437 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9059 | 00000 | 195 | 0.01 | 4/27/2017 | 5/16/2017 | 5/30/2017 | 1 | 46501 | EYY0X7V1800 | |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149370002672 | 435 | 83.11 | 5/8/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EHPBY85NR00 | 742649727 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149370003654 | 435 | 56.39 | 5/12/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E9JBX9D9T00 | 463981689 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149530000630 | 435 | 108.45 | 5/18/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E8PBYC2QX00 | 452815587 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817147320000533 | 435 | 43.82 | 5/8/2017 | 5/27/2017 | 5/30/2017 | 1 | 46501 | EZJLYBX2600 | 463957299 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149540004356 | 435 | 8.41 | 5/16/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E3ABYF66700 | 382084239 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149360002970 | 435 | 119.70 | 3/30/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EYFBXSQ7Q01 | 742777597 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149370006880 | 435 | 5,506.30 | 5/15/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EPY0Y93Z800 | 710905290 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149360002761 | 435 | 6.34 | 5/16/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EFFBZDX2W00 | 742554159 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149360002733 | 435 | 1,178.80 | 5/6/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EGJLY897W00 | 205100794 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9059 | 00000 | 195 | 0.03 | 5/6/2017 | 5/19/2017 | 5/31/2017 | 1 | 46501 | EGJLY897W00 | |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149370002998 | 435 | 33.54 | 5/16/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E3JLYD57V00 | 742802643 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149370002998 | 435 | 2,675.74 | 4/11/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E0FBXXMH800 | 742802643 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149370002998 | 435 | 282.51 | 4/11/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E0FBXXMH801 | 742802643 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149370002998 | 435 | 263.90 | 4/10/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EYFBX9JHP00 | 742802643 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149370002998 | 435 | 49.40 | 5/11/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EZ35YF6VL00 | 742802643 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149370002998 | 435 | 49.40 | 5/1/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EYY0YFPFP00 | 742802643 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9059 | 00000 | 195 | 0.01 | 4/12/2017 | 5/16/2017 | 5/30/2017 | 1 | 46501 | E8PBX7BXS00 | |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149540004212 | 435 | 313.00 | 5/17/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ETTWYH1J701 | 465219452 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149540004212 | 435 | 312.54 | 5/17/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ETTWYH1J700 | 465219452 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149540004212 | 435 | 308.00 | 5/17/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ETTWYH1J702 | 465219452 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149370001030 | 435 | 68.90 | 5/17/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E535YHY6W00 | 233069260 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149540002865 | 435 | 27.94 | 5/10/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EGJLY8HHK00 | 742793592 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149520002790 | 435 | 36.26 | 4/28/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E0PBX9RBD00 | 223875437 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149540004356 | 435 | 22.58 | 5/10/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ERWYY9FDV00 | 382084239 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149550000713 | 435 | 106.00 | 4/13/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EQJLY9QBN00 | 812751014 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9820 | 7890707 | 435 | 13.55 | 4/20/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EATWY894R00 | 742852150 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149550006323 | 435 | 52.27 | 5/13/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EAJLY8R6000 | 752472510 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149520002790 | 435 | 2.57 | 3/30/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EDFBY957H00 | 223875437 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149520002790 | 435 | (2.57) | 3/30/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EDFBY957H00 | 223875437 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149360003346 | 435 | 134.74 | 3/19/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ET35YBC3600 | 463316030 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149370002998 | 435 | 72.67 | 5/3/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E2PBYF6TS00 | 742802643 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149540004356 | 435 | 32.05 | 5/22/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EWFBYJXM200 | 382084239 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149500002004 | 435 | 43.82 | 5/9/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E6FBYB2P800 | 742139209 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149550006208 | 435 | 178.50 | 3/5/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EXTWX952D00 | 752131429 |

| FT Request Wire Activity Date | Wire Line Number | PH | Control | Suffix | Account | ENTITY/PLAN | Draft Acct No | Draft No | Claim Office | Claim Amt | DCI DT | ISS DT | RCD DT | CLMT | BIC | CLAIM ID | TIN NUMBER |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149550006208 | 435 | 123.50 | 3/6/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EYFBX951600 | 752131429 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149550006208 | 435 | 184.00 | 5/10/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EPPBY6K0Y00 | 752131429 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149540004356 | 435 | 54.85 | 5/18/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EC35ZB8YQ00 | 382084239 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149550001156 | 435 | 151.66 | 5/16/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | ELY0ZBTF100 | 454498900 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149360003668 | 435 | 357.42 | 5/5/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | ER57ZBHRZ00 | 463969440 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149530003147 | 435 | 13.75 | 5/18/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E4FBYGPP100 | 272356066 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149570002505 | 435 | 105.76 | 5/17/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EAABY85RD00 | 742247256 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9820 | 7890846 | 435 | 44.05 | 5/8/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ER57Y91JJ00 | 208133309 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9059 | 00000 | 195 | 0.02 | 1/24/2017 | 5/16/2017 | 5/30/2017 | 1 | 46501 | ETTWYB39Q00 | |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149570002960 | 435 | 72.27 | 5/15/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E1JLYCTNK01 | 742652339 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149570002960 | 435 | 31.93 | 5/15/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E1JLYCTNK00 | 742652339 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149570002960 | 435 | 23.55 | 5/11/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E0FBX90TL00 | 742652339 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149360002761 | 435 | 18.47 | 4/17/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E7JLYHYJL00 | 742554159 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149560003330 | 435 | 59.14 | 5/12/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E7TWYH9XY00 | 742959346 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817151400000141 | 435 | 122.99 | 5/12/2017 | 5/31/2017 | 5/31/2017 | 1 | 46501 | EYPBYF76200 | 261565558 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149550004609 | 435 | 117.00 | 5/17/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EZTWYDSQQ00 | 203099334 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149500003197 | 435 | 79.81 | 2/24/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ECABZBKHG00 | 743023822 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149370002998 | 435 | 192.15 | 5/15/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E5ABYDNGW00 | 742802643 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149520002520 | 435 | 139.82 | 4/14/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ERNQY6G3800 | 742866506 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149370003654 | 435 | 45.32 | 5/3/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ERWYY7B9J00 | 463981689 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149520002520 | 435 | 30.96 | 4/24/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ERFBY8D5300 | 742866506 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149360002184 | 435 | 16.73 | 5/12/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EAABY826000 | 270029659 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149560003447 | 435 | 23.55 | 5/11/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EXABYBF8D00 | 743001653 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149560004316 | 435 | 99.30 | 5/11/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E1TWYDFWM00 | 201377587 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149560003447 | 435 | 93.81 | 5/6/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EVJLYCPZB00 | 743001653 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149560003447 | 435 | 2.76 | 5/6/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EVJLYCPZB02 | 743001653 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149560003447 | 435 | 0.11 | 5/6/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EVJLYCPZB01 | 743001653 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817150530000859 | 435 | 50.28 | 5/23/2017 | 5/30/2017 | 5/30/2017 | 1 | 46501 | EMTWZF38J00 | 223510467 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149360002761 | 435 | 25.30 | 5/23/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ETTWYKCLD00 | 742554159 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149550006323 | 435 | 9.29 | 5/16/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EZJLYB3QM00 | 752472510 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149550000713 | 435 | 42.00 | 4/6/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | E5JLX97CN00 | 812751014 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149550000713 | 435 | 11.90 | 4/5/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EHY0Y87K200 | 812751014 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9820 | 7891742 | 435 | 102.44 | 5/16/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ENFBY815F00 | 204088051 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149370002672 | 435 | 23.55 | 5/1/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E335YDGGS00 | 742649727 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149570003116 | 435 | 25.99 | 3/3/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E7ABYBLNY00 | 742731903 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9059 | 00000 | 469 | 0.01 | 3/8/2017 | 5/16/2017 | 5/30/2017 | 1 | 46501 | E1JLX8V6R00 | |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149540004356 | 435 | 8.41 | 5/17/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EX35YFPQF00 | 382084239 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9059 | 00000 | 469 | 0.02 | 1/29/2017 | 5/17/2017 | 5/31/2017 | 1 | 46501 | EQABXS9D401 | |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149500000218 | 435 | 970.00 | 5/10/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EATWY946L00 | 431956141 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149370002998 | 435 | 961.04 | 5/10/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EATWY99LF00 | 742802643 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149500000218 | 435 | 93.82 | 5/2/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EGABY8V5K00 | 431956141 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149530003146 | 435 | 52.01 | 5/11/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EAJLZBT6H00 | 462946849 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149370005476 | 435 | 13.55 | 5/16/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EATWZBY5P00 | 200487647 |

| FT Request Wire Activity Date | Wire Line Number | PH | Control | Suffix | Account | ENTITY/PLAN | Draft Acct No | Draft No | Claim Office | Claim Amt | DCI DT | ISS DT | RCD DT | CLMT | BIC | CLAIM ID | TIN NUMBER |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149570002175 | 435 | 31.99 | 5/9/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E4Y0X96WL00 | 741940911 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149520002836 | 435 | 55.97 | 5/17/2017 | 5/29/2017 | 5/30/2017 | 3 | 46501 | E535YDZKP00 | 742959361 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149360005586 | 435 | 188.61 | 5/15/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EQTWY9FB800 | 741601453 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149360005586 | 435 | 11.04 | 5/15/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EQTWY9FB801 | 741601453 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149540002760 | 435 | 259.00 | 3/31/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EMTWY8V3H00 | 742862715 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149370002998 | 435 | 395.15 | 5/22/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E8PBYGLWL00 | 742802643 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149540004356 | 435 | 55.03 | 5/19/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EYY0YFPQD00 | 382084239 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149540004356 | 435 | 8.41 | 5/19/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EYY0YFPQD01 | 382084239 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149500003261 | 435 | 386.36 | 5/20/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EA35ZCD3300 | 621656022 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149500003261 | 435 | 73.84 | 5/20/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EAABZBRGQ00 | 621656022 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149370001030 | 435 | 102.60 | 5/19/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EGTWZDS6W00 | 233069260 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149540002036 | 435 | 13.55 | 3/1/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ETTWYGLF400 | 461115446 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149500002004 | 435 | 49.66 | 5/9/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E535YB45B00 | 742139209 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149540004356 | 435 | 26.53 | 5/17/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E4FBYDDBK00 | 382084239 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149540004356 | 435 | 23.10 | 5/17/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E3TWYDC9X00 | 382084239 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149540004356 | 435 | 32.05 | 5/20/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EVJLYHHSC00 | 382084239 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149520002790 | 435 | 122.67 | 4/7/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E0PBX9RCN00 | 223875437 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149370002761 | 435 | 90.93 | 5/1/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E4FBYCQFR00 | 742711223 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149540004356 | 435 | 20.45 | 5/20/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | E9RTX87VX00 | 382084239 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149560004869 | 435 | 242.21 | 5/16/2017 | 5/29/2017 | 5/30/2017 | 3 | 46501 | ELY0Y98F400 | 202373111 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149520005496 | 435 | 75.73 | 5/11/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EKJLZBZL000 | 900901336 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149370003214 | 435 | 57.23 | 3/20/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E1JLXMM4T01 | 742985661 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149370003214 | 435 | 11.15 | 3/4/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ET35XNC8X00 | 742985661 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149580003109 | 435 | 145.97 | 5/12/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EA35Y9P0G00 | 742871470 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149580003109 | 435 | 36.12 | 5/12/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EA35Y9P0G01 | 742871470 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149580003109 | 435 | 8.06 | 5/12/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EA35Y9P0G02 | 742871470 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149550006323 | 435 | 28.25 | 5/12/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ET35X9Z2Y01 | 752472510 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149550006323 | 435 | 15.19 | 5/12/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ET35X9Z2Y00 | 752472510 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149580003109 | 435 | 98.55 | 5/9/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ESY0YCGL200 | 742871470 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149580003109 | 435 | 35.70 | 5/9/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ESY0YCGL201 | 742871470 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149540003059 | 435 | 53.82 | 4/24/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E3ABYC2J200 | 742958584 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149360003346 | 435 | 96.24 | 3/30/2017 | 5/29/2017 | 5/30/2017 | 4 | 46501 | ECJLY84FH00 | 463316030 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149360002761 | 435 | 41.58 | 5/17/2017 | 5/29/2017 | 5/30/2017 | 4 | 46501 | E0FBYFR8900 | 742554159 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149360002761 | 435 | 34.89 | 5/17/2017 | 5/29/2017 | 5/30/2017 | 4 | 46501 | EYY0YFRHY00 | 742554159 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149360002761 | 435 | 21.01 | 5/17/2017 | 5/29/2017 | 5/30/2017 | 4 | 46501 | EYY0YFRHY01 | 742554159 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149550000713 | 435 | 104.00 | 4/14/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EKTWY85V200 | 812751014 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149370002998 | 435 | 286.30 | 5/18/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EKABZBQXC00 | 742802643 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149540001087 | 435 | 936.92 | 5/17/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EZJLYGKLG00 | 840611484 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149370001030 | 435 | 846.03 | 5/18/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EQ35ZB51600 | 233069260 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149540002781 | 435 | 73.02 | 3/21/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E5TWX97RW00 | 742870845 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149520002040 | 435 | 20.96 | 5/10/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E2Y0YCWY900 | 270035984 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149540001087 | 435 | 8.32 | 5/22/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E0Y0YF1Z700 | 840611484 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149500002569 | 435 | 48.51 | 5/5/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EYFBYBM1200 | 742816900 |

| FT Request Wire Activity Date | Wire Line Number | PH | Control | Suffix | Account | ENTITY/PLAN | Draft Acct No | Draft No | Claim Office | Claim Amt | DCI DT | ISS DT | RCD DT | CLMT | BIC | CLAIM ID | TIN NUMBER |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149530005525 | 435 | 162.36 | 5/22/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ER57ZFHML00 | 741393060 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149580002467 | 435 | 48.80 | 5/10/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EZABYBVB800 | 204732028 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149500003107 | 435 | 155.01 | 5/16/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | E3JLYCK1T00 | 272453492 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149370001030 | 435 | 1,798.91 | 5/15/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E0PBYDKRX00 | 233069260 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149580003109 | 435 | 80.70 | 5/15/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EKABY96RF00 | 742871470 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149580003109 | 435 | 43.51 | 5/15/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EKABY96RF01 | 742871470 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149580003109 | 435 | 20.83 | 5/15/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EKABY96RF02 | 742871470 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 4 | HS BASIC | 9046 | 817149550006465 | 435 | 6.79 | 5/23/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E1ABYH55Z00 | 753051169 |
| | | | | | | **HS BASIC Total** | | | | **168,821.19** | | | | | | | |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 4 | HS BUYUP | 9046 | 817149560003447 | 435 | 28.55 | 5/8/2017 | 5/29/2017 | 5/30/2017 | 4 | 46501 | EX35YBF7600 | 743001653 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 4 | HS BUYUP | 9046 | 817149540003394 | 435 | 12.00 | 4/17/2017 | 5/29/2017 | 5/30/2017 | 3 | 46501 | EQTWY8LFQ00 | 746106575 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 4 | HS BUYUP | 9046 | 817149370006880 | 435 | 48.82 | 5/8/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EWPBYD9J700 | 710905290 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 4 | HS BUYUP | 9046 | 817149370003641 | 435 | 45.32 | 4/27/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E5ABX9S1S00 | 463951416 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 4 | HS BUYUP | 9820 | 7889886 | 435 | 38.08 | 5/15/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E4PBYC5VD00 | 474281011 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 4 | HS BUYUP | 9046 | 817149360005586 | 435 | 110.76 | 5/18/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E7JLYFSBH00 | 741601453 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 4 | HS BUYUP | 9046 | 817149370002998 | 435 | 5,020.68 | 5/17/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E4FBYFPCB00 | 742802643 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 4 | HS BUYUP | 9046 | 817149370002998 | 435 | 933.42 | 5/17/2017 | 5/29/2017 | 5/30/2017 | 3 | 46501 | EQ35ZBKTG00 | 742802643 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 4 | HS BUYUP | 9046 | 817149540004356 | 435 | 124.27 | 5/11/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ETABYG2QQ00 | 382084239 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 4 | HS BUYUP | 9046 | 817149370002998 | 435 | 57.12 | 5/17/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E4FBYFPCB01 | 742802643 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 4 | HS BUYUP | 9046 | 817149540004356 | 435 | 17.97 | 5/11/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ETABYG2QQ01 | 382084239 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 4 | HS BUYUP | 9046 | 817149560005496 | 435 | 407.52 | 5/18/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EZABYFCR600 | 943427453 |
| | | | | | | **HS BUYUP Total** | | | | **6,844.51** | | | | | | | |
| | | | | | | **Grand Total** | | | | **175,665.70** | | | | | | | |

| FT Request Wire Activity Date | Wire Line Number | PH | Control | Suffix | Account | ENTITY/PLAN | Draft Acct No | Draft No | Claim Office | Claim Amt | DCI DT | ISS DT | RCD DT | CLMT | BIC | CLAIM ID | TIN NUMBER |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 5 | AD BASIC | 9046 | 817149360003346 | 435 | 144.37 | 3/22/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EA35Y71R900 | 463316030 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 5 | AD BASIC | 9046 | 817149360003346 | 435 | 86.62 | 3/22/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EA35Y71R901 | 463316030 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 5 | AD BASIC | 9046 | 817149540002760 | 435 | 26.60 | 3/22/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EJY0Y8MDQ00 | 742862715 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 5 | AD BASIC | 9046 | 817149540004356 | 435 | 32.06 | 5/17/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ESY0YF30500 | 382084239 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 5 | AD BASIC | 9820 | 7890540 | 435 | 13.55 | 4/27/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ELPBY6G6800 | 742539354 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 5 | AD BASIC | 9046 | 817149550006323 | 435 | 53.82 | 5/11/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E7ABYB9M300 | 752472510 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 5 | AD BASIC | 9046 | 817149360002733 | 435 | 1,178.80 | 5/9/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EV35YDNXR00 | 205100794 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 5 | AD BASIC | 9046 | 817149570001357 | 435 | 13.55 | 5/15/2017 | 5/29/2017 | 5/30/2017 | 3 | 46501 | EBFBY8Z5R00 | 263050057 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 5 | AD BASIC | 9046 | 817149570002175 | 435 | 9.74 | 5/9/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | ERFBY9KGD00 | 741940911 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 5 | AD BASIC | 9059 | 00000 | 195 | 0.03 | 5/9/2017 | 5/20/2017 | 5/31/2017 | 2 | 46501 | EV35YDNXR00 | |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 5 | AD BASIC | 9046 | 817149560006868 | 435 | 63.55 | 5/9/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | ELFBZBM2Z00 | 364499273 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 5 | AD BASIC | 9046 | 817149540002865 | 435 | 70.76 | 5/18/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E4PBYG12000 | 742793592 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 5 | AD BASIC | 9046 | 817149520002359 | 435 | 55.69 | 5/8/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E7ABX9XZK00 | 461997674 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 5 | AD BASIC | 9046 | 817149540004356 | 435 | 37.86 | 5/12/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ERNQY9FDH00 | 382084239 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 5 | AD BASIC | 9046 | 817149500000714 | 435 | 434.35 | 3/21/2017 | 5/29/2017 | 5/30/2017 | 3 | 46501 | E3TWX9SCF00 | 452815598 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 5 | AD BASIC | 9061 | 00000 | 435 | 81.38 | 5/3/2017 | 5/30/2017 | 5/30/2017 | 5 | 46501 | ETJLX8BWP01 | 752624216 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 5 | AD BASIC | 9061 | 00000 | 435 | (79.31) | 5/3/2017 | 5/30/2017 | 5/30/2017 | 5 | 46501 | ETJLX8BWP01 | 752624216 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 5 | AD BASIC | 9046 | 817149570002505 | 435 | 107.08 | 5/13/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E7TWYCT8300 | 742247256 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 5 | AD BASIC | 9059 | 00000 | 195 | 0.01 | 2/12/2017 | 5/17/2017 | 5/31/2017 | 1 | 46501 | ECJLY7QTW00 | |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 5 | AD BASIC | 9046 | 817149550006323 | 435 | 23.55 | 5/19/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EJY0ZBYBS00 | 752472510 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 5 | AD BASIC | 9046 | 817149560004316 | 435 | 30.84 | 5/10/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E6FBYDTTP00 | 201377587 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 5 | AD BASIC | 9046 | 817149370006880 | 435 | 460.66 | 5/12/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EQABZBKWD00 | 710905290 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 5 | AD BASIC | 9046 | 817149520002040 | 435 | 13.55 | 5/16/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E4PBYFFJR00 | 270035984 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 5 | AD BASIC | 9046 | 817149370006880 | 435 | (274.70) | 5/12/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EQABZBKWD00 | 710905290 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 5 | AD BASIC | 9046 | 817149540002808 | 435 | 102.37 | 5/11/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E2PBX942N00 | 742879098 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 5 | AD BASIC | 9046 | 817149360002761 | 435 | 29.39 | 5/18/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EDPBZBTFX00 | 742554159 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 5 | AD BASIC | 9046 | 817149360006861 | 435 | 11.60 | 5/16/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E335YJTBH00 | 760010407 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 5 | AD BASIC | 9046 | 817149550006465 | 435 | 22.84 | 5/19/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EYY0YDSRB00 | 753051169 |
| | | | | | | **AD BASIC Total** | | | | **2,750.61** | | | | | | | |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 5 | AD BUYUP | 9046 | 817149500002390 | 435 | 99.45 | 5/15/2017 | 5/29/2017 | 5/30/2017 | 5 | 46501 | E1JLYGYN600 | 742577746 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 5 | AD BUYUP | 9046 | 817149500002460 | 435 | 137.72 | 5/15/2017 | 5/29/2017 | 5/30/2017 | 5 | 46501 | EG35Y7BZ800 | 742620408 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 5 | AD BUYUP | 9046 | 817149360002437 | 435 | 28.55 | 5/11/2017 | 5/29/2017 | 5/30/2017 | 3 | 46501 | EXTWYC1T200 | 204701276 |
| | | | | | | **AD BUYUP Total** | | | | **265.72** | | | | | | | |
| | | | | | | **Grand Total** | | | | **3,016.33** | | | | | | | |

| FT Request Wire Activity Date | Wire Line Number | PH | Control | Suffix | Account | ENTITY/PLAN | Draft Acct No | Draft No | Claim Office | Claim Amt | DCI DT | ISS DT | RCD DT | CLMT | BIC | CLAIM ID | TIN NUMBER |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **HIDALGO COUNTY** | | | | | | | | | | | | | | | | | |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 101 | COBRA BASIC | 9046 | 817149560004197 | 435 | 13.30 | 5/12/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | ETJLYGY3600 | 760273984 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 101 | COBRA BASIC | 9046 | 817149560004197 | 435 | 206.22 | 5/5/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EXJLYC0P400 | 760273984 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 101 | COBRA BASIC | 9046 | 817149560004197 | 435 | 183.78 | 5/1/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EBFBZBX3800 | 760273984 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 101 | COBRA BASIC | 9046 | 817149560004197 | 435 | 171.86 | 5/16/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | E135YC0NT01 | 760273984 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 101 | COBRA BASIC | 9046 | 817149560004197 | 435 | 171.86 | 5/15/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | E135YC0NT01 | 760273984 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 101 | COBRA BASIC | 9046 | 817149560004197 | 435 | 171.86 | 5/14/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | E135YC0NT01 | 760273984 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 101 | COBRA BASIC | 9046 | 817149560004197 | 435 | 171.86 | 5/12/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | E135YC0NT01 | 760273984 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 101 | COBRA BASIC | 9046 | 817149560004197 | 435 | 171.86 | 5/11/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | E135YC0NT01 | 760273984 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 101 | COBRA BASIC | 9046 | 817149560004197 | 435 | 171.86 | 5/10/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | E135YC0NT01 | 760273984 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 101 | COBRA BASIC | 9046 | 817149560004197 | 435 | 171.86 | 5/9/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | E135YC0NT00 | 760273984 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 101 | COBRA BASIC | 9046 | 817149560004197 | 435 | 171.86 | 5/8/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | E135YC0NT00 | 760273984 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 101 | COBRA BASIC | 9046 | 817149560004197 | 435 | 171.86 | 5/7/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | E135YC0NT00 | 760273984 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 101 | COBRA BASIC | 9046 | 817149560004197 | 435 | 171.86 | 5/6/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | E135YC0NT00 | 760273984 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 101 | COBRA BASIC | 9046 | 817149560004197 | 435 | 171.86 | 5/5/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | E135YC0NT00 | 760273984 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 101 | COBRA BASIC | 9046 | 817149560004197 | 435 | 171.86 | 5/13/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EQJLZBX5200 | 760273984 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 101 | COBRA BASIC | 9046 | 817149560004197 | 435 | 171.86 | 5/3/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EGJLY99QR00 | 760273984 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 101 | COBRA BASIC | 9046 | 817149560004197 | 435 | 171.86 | 5/2/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EGJLY99QR00 | 760273984 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 101 | COBRA BASIC | 9046 | 817149560004197 | 435 | 162.79 | 5/16/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EKABY97GP00 | 760273984 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 101 | COBRA BASIC | 9046 | 817149560004197 | 435 | 147.47 | 5/16/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EPY0ZBM7W00 | 760273984 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 101 | COBRA BASIC | 9046 | 817149560004197 | 435 | 98.90 | 5/10/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EVABYC2K100 | 760273984 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 101 | COBRA BASIC | 9046 | 817149560004197 | 435 | 89.50 | 5/4/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | ET35YC2JD00 | 760273984 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 101 | COBRA BASIC | 9046 | 817149560004197 | 435 | 89.50 | 5/13/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | ETJLYGY3600 | 760273984 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 101 | COBRA BASIC | 9046 | 817149560004197 | 435 | 89.50 | 5/11/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | ETJLYGY3600 | 760273984 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 101 | COBRA BASIC | 9046 | 817149560004197 | 435 | 89.50 | 5/6/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | EJFBZCJGG00 | 760273984 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 101 | COBRA BASIC | 9046 | 817149560004197 | 435 | 53.02 | 5/9/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | E2PBYC0NP00 | 760273984 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 101 | COBRA BASIC | 9046 | 817149560004197 | 435 | 53.02 | 5/5/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | ENY0Y9HF400 | 760273984 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 101 | COBRA BASIC | 9046 | 817149560004197 | 435 | 49.45 | 5/2/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | ECJLY987T00 | 760273984 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 101 | COBRA BASIC | 9046 | 817149560004197 | 435 | 20.85 | 4/30/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | ENFBY8LRM00 | 760273984 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 101 | COBRA BASIC | 9046 | 817149560004197 | 435 | 20.10 | 5/1/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | E9ABX857H00 | 760273984 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 101 | COBRA BASIC | 9046 | 817149560004197 | 435 | 13.30 | 5/3/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | ETTWYF3S900 | 760273984 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 101 | COBRA BASIC | 9046 | 817149560004197 | 435 | 13.30 | 5/9/2017 | 5/29/2017 | 5/30/2017 | 2 | 46501 | ETJLYGY3600 | 760273984 |
| | | | | | | **COBRA BASIC Total** | | | | **3,799.54** | | | | | | | |
| **HEAD START** | | | | | | | | | | | | | | | | | |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 101 | COBRA BUYUP | 9046 | 817149530003147 | 435 | 55.58 | 5/18/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ECABZFQ9R00 | 272356066 |
| | | | | | | | | | | **55.58** | | | | | | | |
| **HIDALGO COUNTY** | | | | | | | | | | | | | | | | | |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 101 | COBRA BUYUP | 9046 | 817149500003439 | 435 | 13.50 | 5/11/2017 | 5/29/2017 | 5/30/2017 | 1 | 46500 | EPABY8LW400 | 273107766 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 101 | COBRA BUYUP | 9046 | 817151540002769 | 435 | 32,212.40 | 5/3/2017 | 5/31/2017 | 5/31/2017 | 1 | 46500 | E9RTX29Q000 | 233069260 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 101 | COBRA BUYUP | 9046 | 817149360002778 | 435 | 56.19 | 5/12/2017 | 5/29/2017 | 5/30/2017 | 1 | 46500 | EDPBY6Z6700 | 742809277 |

| FT Request Wire Activity Date | Wire Line Number | PH | Control | Suffix | Account | ENTITY/PLAN | Draft Acct No | Draft No | Claim Office | Claim Amt | DCI DT | ISS DT | RCD DT | CLMT | BIC | CLAIM ID | TIN NUMBER |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 101 | COBRA BUYUP | 9046 | 817149500003439 | 435 | 13.50 | 5/15/2017 | 5/29/2017 | 5/30/2017 | 1 | 46500 | E1ABYDVXZ00 | 273107766 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 101 | COBRA BUYUP | 9046 | 817149500003439 | 435 | 13.50 | 5/12/2017 | 5/29/2017 | 5/30/2017 | 1 | 46500 | EPY0Y8RGJ00 | 273107766 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 101 | COBRA BUYUP | 9046 | 817146520001506 | 435 | 35.10 | 5/3/2017 | 5/26/2017 | 5/26/2017 | 1 | 46501 | E335YB9Y300 | 272008627 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 101 | COBRA BUYUP | 9046 | 817149370002486 | 435 | 2,150.40 | 5/4/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ETJLYDFHY00 | 271009253 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 101 | COBRA BUYUP | 9046 | 817149580007138 | 435 | 944.40 | 5/4/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E2Y0X9Z6S00 | 651255384 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 101 | COBRA BUYUP | 9046 | 817149570000851 | 435 | 505.00 | 5/3/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EKJLY9R9L00 | 472071789 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 101 | COBRA BUYUP | 9046 | 817149520001908 | 435 | 238.79 | 5/13/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EGJLZBDSD00 | 460510254 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 101 | COBRA BUYUP | 9046 | 817149580007138 | 435 | 114.72 | 5/3/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E2Y0X9Z6S00 | 651255384 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 101 | COBRA BUYUP | 9046 | 817149520001908 | 435 | 110.76 | 5/14/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ESFBYFXYT00 | 460510254 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 101 | COBRA BUYUP | 9046 | 817149500003439 | 435 | 107.10 | 5/10/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E2FBYCV3X00 | 273107766 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 101 | COBRA BUYUP | 9046 | 817149500003439 | 435 | 93.60 | 5/10/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E1ABYCVZC00 | 273107766 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 101 | COBRA BUYUP | 9046 | 817149360002778 | 435 | 73.40 | 5/13/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EHPBY6Z7G00 | 742809277 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 101 | COBRA BUYUP | 9046 | 817149360002778 | 435 | 36.70 | 5/16/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ELPBY87GZ00 | 742809277 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 101 | COBRA BUYUP | 9046 | 817149360002778 | 435 | 36.70 | 5/15/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EC35Y6Z6T00 | 742809277 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 101 | COBRA BUYUP | 9046 | 817149500003439 | 435 | 33.30 | 5/10/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ENFBY64PK00 | 273107766 |
| 5/31/2017 | 49392 | 285608 | 285608 | 11 | 101 | COBRA BUYUP | 9046 | 817149500003439 | 435 | 27.00 | 5/13/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E0PBX949300 | 273107766 |
| | | | | | | | | | | **36,816.06** | | | | | | | |
| | | | | | | **COBRA BUYUP Total** | | | | **36,871.64** | | | | | | | |
| | | | | | | **Grand Total** | | | | **40,671.18** | | | | | | | |

| FT Request Wire Activity Date | Wire Line Number | PH | Control | Suffix | Account | ENTITY/PLAN | Draft Acct No | Draft No | Claim Office | Claim Amt | DCI DT | ISS DT | RCD DT | CLMT | BIC | CLAIM ID | TIN NUMBER |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **HIDALGO COUNTY** | | | | | | | | | | | | | | | | | |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 201 | RET BASIC | 9046 | 817149520002790 | 435 | 36.26 | 2/18/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EZABYBWFN00 | 223875437 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 201 | RET BASIC | 9046 | 817149360002761 | 435 | 172.28 | 5/19/2017 | 5/29/2017 | 5/30/2017 | 3 | 46501 | ETABYJZ7100 | 742554159 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 201 | RET BASIC | 9046 | 817149360002761 | 435 | 167.15 | 5/19/2017 | 5/29/2017 | 5/30/2017 | 3 | 46501 | ENPBZD8FF00 | 742554159 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 201 | RET BASIC | 9046 | 817149550003928 | 435 | 104.80 | 5/22/2017 | 5/29/2017 | 5/30/2017 | 3 | 46501 | EKTWZF6VQ00 | 200894669 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 201 | RET BASIC | 9046 | 817149370002672 | 435 | 72.37 | 5/1/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E5JLYBKYS00 | 742649727 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 201 | RET BASIC | 9046 | 817149370002672 | 435 | 31.33 | 5/4/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EMTWZB54Z00 | 742649727 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 201 | RET BASIC | 9046 | 817149540004356 | 435 | 26.57 | 5/17/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EWY0YGRZQ00 | 382084239 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 201 | RET BASIC | 9046 | 817149540004356 | 435 | 17.37 | 5/1/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | EPY0ZB06B00 | 382084239 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 201 | RET BASIC | 9046 | 817149520005199 | 435 | 398.22 | 4/1/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E735YDR0Z00 | 412166757 |
| | | | | | | | | | | **1,026.35** | | | | | | | |
| **APPRAISAL DISTRICT** | | | | | | | | | | | | | | | | | |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 201 | RET BASIC | 9046 | 817149560004316 | 435 | 10.44 | 5/12/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E1ABYDBZF00 | 201377587 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 201 | RET BASIC | 9046 | 817149560004316 | 435 | 23.55 | 5/16/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | E4Y0YB6ZQ00 | 201377587 |
| 5/31/2017 | 49392 | 285608 | 285608 | 10 | 201 | RET BASIC | 9046 | 817149370006880 | 435 | 43.82 | 5/8/2017 | 5/29/2017 | 5/30/2017 | 1 | 46501 | ERFBZBF3S00 | 710905290 |
| | | | | | | | | | | **77.81** | | | | | | | |
| | | | | | | **RET BASIC Total** | | | | **1,104.16** | | | | | | | |
| | | | | | | **Grand Total** | | | | **1,104.16** | | | | | | | |

HIDALGO COUNTY DEPT. OF BUDGET AND MANAGEMENT
CERTIFICATION OF MEDICAL INSURANCE CLAIMS
PAID BY AETNA

FOR THE PERIOD OF **May 18, 2017 thru May 31, 2017**

Hidalgo County's Self-Funded Health Insurance, Third Party Administrator (TPA) Aetna, has submitted to my office a request to reimburse the County's CLAIMS PAYING ACCOUNT in the amount of **$1,029,418.16**.

1). Hidalgo County
2). Hidalgo County Head Start Program
3). Hidalgo County Appraisal District
4). Hidalgo County Community Service Agency
5). Hidalgo County Drainage District No.1
6). Hidalgo County Retirees
7). Hidalgo County COBRA

Total Reimbursement Requested by Aetna for dates 05/18/2017 to 05/31/2017 is $1,029,418.16.

Dept. of Budget & Management Employee Benefits Division is requesting approval of this payment on the Commissioners' Court Agenda of June 13, 2017.

I hereby approve this reimbursement and I and/or my staff have reviewed each claim included on the attached check register and to the best of my knowledge ensure:

- All the claimants are in fact employees/participants of Hidalgo County, Hidalgo County Head Start Program, Hidalgo County Appraisal District, Hidalgo County Community Service Agency, Hidalgo County Drainage District No.1, Hidalgo County Retirees and Hidalgo County COBRA.
- All fees to vendors are appropriate for the type of service provided.
- All insurance premiums paid to Hidalgo County for Health Insurance Self-Funded Account were deposited to the Hidalgo County Treasurer's Office and credited to the corresponding revenue account.
- All types of expenditures reflected on this claim report are appropriate for the Hidalgo County Health Insurance Self Funded Account.

Elora Vasquez
Employee Benefits Director — Date: 06/06/2017

Dept. of Budget & Management Budget Officer — Date: 6/6/17

Commissioner's Court Approval — Date

**AI-60111** **Budget and Management** **10. E. 1.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted For:** Damaris San Miguel, BUDGET & MANAGEMENT

**Submitted By:** Ivan Cantu, BUDGET & MANAGEMENT

**Department:** BUDGET & MANAGEMENT

## Information

**CAPTION**

Pct. 4 Sanitation (1100)
Approval of 2017 interfund transfer from Pct. 4 Rd. Maint (1200) to Pct. 4 Sanitation (1100) in the amount of $24,107.70 to fund general supplies expenditures.

**BACKGROUND**

## Fiscal Impact

**CALENDAR YEAR:** 2017 **ACCT. #:** 7-1200-431-00-124-007-0-890

**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Funds available as of 6-2-17

Transfer is needed to reimburse monies taken from *Pct. 4 Sanitation-General Supplies (progm 001)* due to an emergency transfer prepared on 6-2-17 to fund the negative balance on the *Pct. 4 CRC Sunflower/SH107 project (prgm. 123).*

## Attachments

revised transfer

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Ivan Cantu (Originator) | Ivan Cantu | 06/02/2017 02:54 PM |
| Budget & Management | Veronica Ortiz | 06/02/2017 03:07 PM |
| Linda Flores | Linda Flores | 06/02/2017 04:24 PM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |
| Form Started By: Ivan Cantu | | Started On: 06/02/2017 01:20 PM |
| Final Approval Date: 06/09/2017 | | |

**DATE:** June 13, 2017

**DEPARTMENT HEAD:** Sergio Cruz, Budget Officer

**DEPARTMENT NAME:** Department of Budget & Management for Pct. 4 Rd. Maint

**2017**
**Interfund Transfer**

AI #60111/CC 6-13-17
**REVISED**

**ACCOUNT NUMBER:** **7-1X00-XXX-XX-XXX-0-XXX**

**CONTACT PERSON:** Ivan Cantu, Budget Analyst III **PHONE:** ext. 5425

**SUBJECT:** **Interfund & BA - Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.**

**Honorable Commissioner's Court of Hidalgo County:**

I would like to request the following amendments (increases) to my departmental budget in accordance with Local Government Code, Chapter 111 Subchapter C.

| INCREASE/DECREASE ACCOUNT NUMBER | | ACCOUNT (OBJECT) NAME | | AMOUNT |
|---|---|---|---|---|
| | | | | |
| | | | | |
| **FROM:** | | | | |
| 7-1200-431-00-124-007-0- | 890 | Pct. 4 Rd. Maint.- | Other | (24,107.70) |
| **7-1200-391-01-000-100-0-** | **000** | **Transfers In-** | **General Fund** | **(24,107.70)** |
| | | | | |
| | | | | |
| **TO:** | | | | |
| **7-1100-491-01-000-200-0-** | **891** | **Transfers Out-** | **R & B** | **(24,107.70)** |
| 7-1100-432-00-124-001-0- | 610 | Pct. 4 Sanitation- | General Supplies | 24,107.70 |
| | | | | |
| | | | | |
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| | | | | |
| | | **TOTAL BUDGET INCREASE (DECREASE)** | | **24,107.70** |

**REASON:** To reimburse funds taken from *Pct. 4 Sanitation-General Supplies* due to emergency transfer prepared on 6-2-17 to fund negative balance under the *Pct. 4 CRC Sunflower/SH 107* project. The Auditor's requested to fund negative balance due to payments that need to be made for check run of 6-6-17

**DEPARTMENT HEAD SIGNATURE**

**APPROVED COMMISSIONERS' COURT** / / **DATE** **ATTEST COUNTY CLERK**

**AI-60250** **Budget and Management** **10. E. 2.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted For:** Eddie Cantu, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #2

**Department:** COMM. PCT. #2

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**Information**

**CAPTION**

Various Pct 2 TxDOT Projects (1315):
Approval of 2017 interfund transfer from Pct 2 Rd Maint (1200) to Various Pct 2 TxDOT (1315) Projects in the amount of $67,030.80 to fund project expenditures.

**BACKGROUND**

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**Fiscal Impact**

**CALENDAR YEAR:** 2017 **ACCT. #:** 7-1XXX-XX1-0X-XXX-XXX-0-XXX

**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:** N

**BUDGETARY IMPACT:**

Funding available in Pct 2 Rd Maint- Other account in the amount of $419,217.30 as of 6/9/17.

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**Attachments**

Transfer

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/09/2017 11:22 AM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |
| Form Started By: Erika Zamora | | Started On: 06/09/2017 11:16 AM |
| Final Approval Date: 06/09/2017 | | |

**DATE:** June 13, 2017

**DEPARTMENT HEAD:** Commissioner Eduardo "Eddie" Cantu

**DEPARTMENT NAME:** Hidalgo County Precinct 2
TxDOT Various Pct 2 Projects

**2017**
**Interfund Transfer**

**ACCOUNT NUMBER:** **7-1XXX-XX1-0X-XXX-XXX-0-XXX**

**CONTACT PERSON:** Erika Zamora **PHONE:** (956) 787-1891 ext. 2015

**SUBJECT:** **Interfund & BA - Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.**

**Honorable Commissioner's Court of Hidalgo County:**

I would like to request the following amendments (increases) to my departmental budget in accordance with Local Government Code, Chapter 111 Subchapter C.

| INCREASE/DECREASE ACCOUNT NUMBER | | ACCOUNT (OBJECT) NAME | | AMOUNT |
|---|---|---|---|---|
| | | | | |
| 7-1200-431-00-122-006-0- | 890 | Pct 2 Rd Maint | Other | (67,030.80) |
| | | | | |
| **7-1200-491-01-000-315-0-** | **891** | **Transfers Out-** | **TxDot Projects** | **67,030.80** |
| | | | | |
| | | | | |
| | | | | |
| **7-1315-391-01-000-200-0-** | **000** | **Transfers In-** | **Road & Bridge** | **67,030.80** |
| | | | | |
| 7-1315-431-00-122-062-0- | 721 | TXDOT-Pct 2 Dicker Road Project | Roads | 26,030.80 |
| 7-1315-431-00-122-062-0- | 710 | TXDOT-Pct 2 Dicker Road Project | Land | 31,000.00 |
| | | | | |
| 7-1315-431-60-122-057-0- | 710 | TXDOT-Pct 2 CR653BR-Las Milpas@ Fldwy | Land | 10,000.00 |
| | | | **TOTAL BUDGET INCREASE (DECREASE)** | **0.00** |

**REASON:** Interfund transfer from Pct 2 Rd Maint to Various Pct 2 Projects to fund acquisition of land and reverse transfer into Dicker Rd so Auditor's can partially reverse JE#163280.

**DEPARTMENT HEAD SIGNATURE**

**APPROVED COMMISSIONERS' COURT** **DATE** / / **ATTEST COUNTY CLERK**

**AI-60242** **Budget and Management** **10. E. 3.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted For:** Eddie Cantu, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #2

**Department:** COMM. PCT. #2

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**Information**

**CAPTION**

TxDOT Pct 2 Regional Park Prj (1315):
Approval of 2017 interfund transfer from CO2016-Pct 2 Regional Park Prj (Fund 1350) to TxDOT Pct 2 Regional Park Prj in the amount of $260,673.64 to fund project expenditures.

**BACKGROUND**

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**Fiscal Impact**

**CALENDAR YEAR:** 2017 **ACCT. #:** 7-13XX-XXX-0X-XXX-XXX-0-XXX

**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:** N

**BUDGETARY IMPACT:**

Funding available in account # 7-1350-452-00-122-110-0-740 in the amount of $432,388.27 as of 6/9/17.

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**Attachments**

Transfer

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/09/2017 09:26 AM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |
| Form Started By: Erika Zamora | | Started On: 06/09/2017 09:18 AM |
| Final Approval Date: 06/09/2017 | | |

**DATE:** June 13, 2017

**DEPARTMENT HEAD:** Commissioner Eduardo "Eddie" Cantu

**DEPARTMENT NAME:** Hidalgo County Precinct 2
TxDOT Regional Linear Park Project

**2017**
**Interfund Transfer**

**ACCOUNT NUMBER:** **7-13XX-XXX-0X-XXX-XXX-0-XXX**

**CONTACT PERSON:** Erika Zamora **PHONE:** (956) 787-1891 ext. 2015

**SUBJECT:** **Interfund & BA - Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.**

**Honorable Commissioner's Court of Hidalgo County:**

I would like to request the following amendments (increases) to my departmental budget in accordance with Local Government Code, Chapter 111 Subchapter C.

| INCREASE/DECREASE ACCOUNT NUMBER | | ACCOUNT (OBJECT) NAME | | AMOUNT |
|---|---|---|---|---|
| | | | | |
| 7-1350-452-00-122-110-0- | 740 | CO2016-Pct 2 Regional Park | Improvements | (260,673.64) |
| | | | | |
| | | | | |
| **7-1350-491-01-000-315-0-** | **891** | **Transfers Out-** | **TxDot Projects** | **260,673.64** |
| | | | | |
| | | | | |
| | | | | |
| **7-1315-391-01-000-350-0-** | **000** | **Transfers In-** | **Cert of Oblig, 2016** | **260,673.64** |
| | | | | |
| 7-1315-452-00-122-110-0- | 740 | TXDOT-Pct 2 Regional Park | Improvements | 260,673.64 |
| | | | | |
| | | | | |
| | | | | |
| | | | **TOTAL BUDGET INCREASE (DECREASE)** | **0.00** |

**REASON:** Interfund transfer from Pct 2 1350 CO's to Pct 2 TxDot Regional Linear Park Project to fund engineering expenses for Work Authorization No. 9 with L&G Engineering.

**DEPARTMENT HEAD SIGNATURE**

**APPROVED COMMISSIONERS' COURT** / / **DATE** **ATTEST COUNTY CLERK**

**AI-60194** **Purchasing Department** **11. A.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted For:** Marty Salazar, PURCHASING DEPT.

**Submitted By:** Yvette Salinas, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## Information

**CAPTION**

Requesting authority to advertise and approval of procurement packet (i.e., specifications, legal notice etc.) as attached hereto for Prepaid (Post Tax) Voluntary Legal Services including re-advertising if/when applicable or required.

**BACKGROUND**

Proposed Timeline:
1st ad: Saturday, June 24, 2017
2nd ad: Saturday, July 01, 2017
Bid Opening Date: Wednesday, July 12, 2017

## Fiscal Impact

**CALENDAR YEAR:** 2017 **ACCT. #:** 7-1100-415-18-160-001-0-540

**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

PO# 754521 for The Monitor, funds available as of 6-9-17

## Attachments

17-064 draft pckt
legal ok

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing - Internal | Marty Salazar | 06/09/2017 03:06 PM |
| Budget & Management | Veronica Ortiz | 06/09/2017 03:07 PM |
| Ivan Cantu | Ivan Cantu | 06/09/2017 03:54 PM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |
| Form Started By: Yvette Salinas | | Started On: 06/07/2017 04:55 PM |
| Final Approval Date: 06/09/2017 | | |

**HIDALGO COUNTY PURCHASING OFFICE**
**2812 S. Business Highway 281**
**New Administration Building**
**Edinburg, Texas 78539**
**(956) 318-2626 / Fax: (956) 292-7612**

June 26, 2017

_____

_____

_____

_____

Re: **HIDALGO COUNTY**
Request for Proposals -**"Prepaid (Post Tax) Voluntary Legal Services for Hidalgo County Employees"**
**RFP No: 2017-064-07-12-YSS**

draft

Dear Gentleman/Ladies:

Enclosed please find a Request for Proposals (RFP) packet for your review and consideration, **as packets have been modified.**

Hidalgo County Purchasing Department welcomes and appreciates your participation in the procurement process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/yss
Enclosures

**HIDALGO COUNTY PURCHASING OFFICE**
**2812 S. Business Highway 281**
**New Administration Building**
**Edinburg, Texas 78539**
**(956) 318-2626/ Fax: (956) 292-7612**

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# HIDALGO COUNTY
## "Prepaid (Post Tax) Voluntary Legal Services for Hidalgo County Employees
## RFB NO: 2017-064-07-12-YSS


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draft

The above mentioned items shall be found in this Request for Bids-Goods/Products-RFB packet that is attached herewith. Should you find that any of the listed items are not attached in its entirety, please contact Purchasing by calling (956) 318-2626 or e-mail, to advise us of the missing documentation, and Purchasing will forward information either through facsimile, e-mail or by U.S. Mail.

Thank you.

_____ _____

Martha L. Salazar, CPPB, Purchasing Agent Date

| RFP NO: 2017-064-07-02-YSS | BUYER III: Yvette Salinas | Tel. No: (956) 318-2626 |
|---|---|---|

# REQUEST FOR PROPOSALS

## Hidalgo County
Edinburg, Texas

## "PREPAID (POST TAX) VOLUNTARY LEGAL SERVICES FOR HIDALGO COUNTY EMPLOYEES"

**(All funding sources)**

draft

**July 12, 2017 @ 9:30 a.m.**

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

(956) 318-2626

Sealed proposals will be received for **"Hidalgo County– Prepaid (Post Tax) Voluntary Legal Services for Hidalgo County Employees",** in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.

**One (1) original and seven (7) copie**s of all RFPs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFP NO: 2017-064-07-12-YSS -Hidalgo County-Prepaid (Post Tax) Voluntary Services for Hidalgo County Employees** and in County's Purchasing Department, **physical address:** 2802 S. Business Hwy. 281; **mailing address:** 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, July 12, 2017.**

**NO FACSIMILES, EMAILS OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO: RFP NO: 2017-064-07-12-YSS-Hidalgo County-Prepaid (Post Tax) Voluntary Services for Hidalgo County Employees. Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.**

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Additionally, all forms listed below must be properly executed and included with your bid:

1. Legal Notice (See page 8);
2. Bid Page-Procurement Form- Areas of Specialization (See **Exhibit "B");**
3. Insurance pages with Acknowledge Forms (See **Exhibit "C");**
4. Form CIQ- Conflict of Interest Questionnaire (See **Exhibit "D");** (if applicable)
5. Vendor Bidder Application & W-9 Forms (See **Exhibit "E");**
6. Certification Regarding Debarment (See **Exhibit "F")** and
7. SAMS.gov Registration Acknowledgement (See Number 18 below).

1) Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; **B.** reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal and; **C.** Award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth. D. award the contract to the responsible bidder who submits the lowest and best bid. "Lowest and best" means a bid or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, lif cycle, warranties, and customer service after a sale.

2) Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all proposals and re-advertise.

3) For work to be performed at a County owned or operated location, each proposer shall, in its sole discretion, visit the job site before preparing the proposal and thoroughly familiarize himself/herself with existing

conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposal.

4) Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.

5) No proposal may be withdrawn within sixty (60) days from the scheduled time to open proposals.

6) Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.

7) Any interpretations, amendments, corrections or changes to this proposal document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.

8) County reserves the right to accept or reject any or all proposals.

9) Costs are to be net F.O.B., County Prepaid.

10) County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS FOR GOODS AND SERVICES: (If applicable)

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

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16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful proposer
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract Number (if any)
  d) Notation-"**Hidalgo County-Prepaid (Post Tax Voluntary Legal Services for Hidalgo County Employees"**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

**Hidalgo County Auditor's Office**
**Ray Eufracio, County Auditor**
**2808 S. Business Hwy. 281**
**Edinburg, TX 78539**
**956-318-2511**

draft

17. SCHEDULE OF EVENTS:

| | |
|---|---|
| **Proposal Acceptance Date Opening, 9:30 A.M.** | **July 12, 2017** |
| Award of Contract: | |
| Commence Service or Products: | |

18. ~~BID OR PERFORMANCE BOND AND~~ DEBARMENT CERTIFICATION~~; PAYMENT UNDER CONTRACT:~~

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~ **All participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76. Register at SAMs System for Award Management @ www.sam.gov.**

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor shall provide a payment bond for a contract in excess of Twenty five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

19. TITLE VI NOTICE/ NONDISCRIMATION

a. "The County of Hidalgo, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.252, 42 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

b. The appropriate clauses of Appendices "A" through "E" as delineated in the USDOT Standard Title VI/Nondiscrimination Assurances - Specific Assurances are hereby incorporated by reference as applicable. Title VI Appendices "A" through "E" are attached as **Exhibit "G.**

c. Bidder will attach all applicable notices to which it is obligated to provide or submit as part of the bid, including Form FHWA 1273 to be submitted by all contractors and subcontractors in relation to construction contracts.

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20. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

**20) <u>DISCLOSURE OF CONFLICT OF INTEREST:</u>**

- Effective **January 1, 2016**, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law,

the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful Proposer fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

**Complete Form CIQ must be sumitted to the Hidalgo County Clerk's Office located at 100 North Closner, Edinburg, Texas 78539-Hidalgo County Courthouse.**

**COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.**

**21) CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)**

- **As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFP packet. In accordance with these requirements, business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the RFP Project No. (i.e. 2017-064), as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to: yvette.salinas@co.hidalgo.tx.us. Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit Form 1295 signed and notarized may result in delay of award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:**

**https://www.ethics.state.tx.us/tec/1295-Info.htm**

**THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS TO SUBMIT THE SIGNED NOTARIZED FORM 1295. *HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.***

**22)** If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

**23)** Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

**24)** Minimum Standards for Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

draft

- Possess or is able to obtain adequate financial resources as required to perform under the proposal;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

**25)** Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposers' officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

**26)** Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

**27)** County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County. In the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

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**28)** Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

**29)** Successful proposer shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Proposals shall be subject to County's approval Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

**30)** This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

**31)** The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

**32)** Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

**33)** Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non-conforming.

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**HIDALGO COUNTY**

**"Prepaid (Post Tax) Voluntary Legal Services for Hidalgo County Hidalgo Employees"**

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned proposer proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned proposer further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

draft

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

**FIRM:** _____

**ADDRESS:** _____

**BY:** _____

**PRINT NAME:** _____

**TITLE:** _____

# EXHIBIT A
# REQUIREMENTS

## HIDALGO COUNTY
### REQUEST FOR PROPOSALS

## "PREPAID (POST TAX) VOLUNTARY LEGAL SERVICES"
## RFP NO: 2017-064-07-12-YSS

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The County of Hidalgo is accepting proposals from qualified legal firms to provide legal and counseling services for Hidalgo County Employees on an "As Needed Basis". The qualified firm(s) must be prepared to devote sufficient time to the County to assure that the services offered provide the most benefit to the participant and would be on an *employee voluntary payroll deduction participation.*

The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of **"PREPAID (POST TAX) VOLUNTARY LEGAL SERVICES"** as specified herein. Sealed proposals will be accepted until **9:30 A.M., Wednesday, JULY 12, 2017. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

**RFP NO: 2017-064-07-12-YSS**

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 So. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 So. Business Hwy 281
Edinburg, Texas 78539

draft

**The Submittal Envelope Must Show the RFP Number, Name and Acceptance Date**.

The following outlines the Request For Proposals:

## SECTION I GENERAL TERMS AND CONDITIONS

**ADDITIONAL INFORMATION:** Hidalgo County is requesting that proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, with a **Physical location of**: 2802 So. Business Hwy 281, **(Southeast Corner of Canton & Business Highway 281)** Hidalgo County Administration Building, Edinburg, Texas, 78539, **US Postal Mail Address of:** at 2812 So. Business Hwy 281, Edinburg, Texas 78539.

**WRITTEN QUESTIONS WILL BE ACCEPTED VIA EMIAL BY NO LATER THAN Monday, JULY 03, 2017, *at 5:00 P.M.*** at yvette.salinas@co.hidalgo.tx.us or fax at (956) 318-2629. Responses will be sent to all applicants via email by **Wednesday, JULY 06, 2017. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**.

**PROPOSER'S AFFIDAVIT:**
Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's, affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

**NON-COLLUSION:**

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

**NON-DISCRIMINATION:**
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

**PROCESSING TIME FOR PAYMENT:**
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

**ELECTRONIC TRANSMISSION OF BIDS:**
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

**PROOF OF FINANCIAL AND BUSINESS CAPABILITY:**
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

draft

**SUBMITTER DEFAULT:**
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

**RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:**
It is the responsibility of the submitter to review the Request for Proposals (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or bidding procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

**RFP DELIVERY:** Hidalgo County requires submitters, when hand delivering proposals, to make sure that is it stamped with date and time by the County Purchasing Department staff.

**SIGNING OF RFP:**
In order to be considered all submittals **must** be signed. **Please sign the original in blue ink**.

**WAIVING OF INFORMALITIES:**
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

**SUBCONTRACTING:**
The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

**TERM OF CONTRACT:**
It is intended that the term of the contract will be for an initial period of one (1) year with the County's option to renew for an additional 2 (two) 1 (one) year terms under the same rates, terms and conditions.

Hidalgo County reserves the right to continue this agreement for an additional sixty (60) day grace period at the end of the agreement terms for unforeseen delay in award of the new request for proposals.

All costs and expenses associated with the preparation and submission for (bids, proposal and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

**DAVIS BACON ACT: (IF APPLICABLE)**
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

## SECTION II RFP REQUIREMENTS

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**Request For Proposal:**
The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and four (4) copies** of the RFP shall be submitted to the address on the cover letter.

**Contents:**
The required contents for the RFP are presented below in the order they should be incorporated into the submitted document.

**Understanding of the Project:**
This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

**PROPOSER'S QUALIFICATIONS:**
The firms must be registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

- Must have a minimum of Five (5) years experience in legal services;
- At least Five (5) years experience in litigation on behalf of plaintiff;
- At least Five (5) years experience in the South Texas Courts;
- The firm/company must assign a minimum of one qualified account representative to service Hidalgo County;
- A Certificate of the representative's Errors and Omission insurance must be provided within 21 days from award and prior to execution of contract;
- The firm and representative(s) must be authorized by the State of Texas for sale and solicitation of Legal Services Benefit Plan;

Additionally, this section should include a description of the firm's project personnel and their most recent similar projects. For each project, a client contract name and phone number should be included for reference purposes. In addition, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to five (5) pages.

**PERSONNEL AND STAFFING:**

The proposers should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the proposer's credentials, education and experience with other entities is required and will be scored accordingly during the evaluation process.

**REQUIRED CERTIFICATES AND SUBMITTAL:**

This section will contain ***any/all*** licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as qualified.

If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

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## SCOPE OF SERVICES

The information contained in these scope of services is confidential and is to be used only in connection with preparing a proposal for the following employee benefit plan. The contract will encompass all project-related legal services to the County of Hidalgo, including but not limited to, the following:

- Firm will evaluate and prosecute all claims;
- The selected firm will be expected to provide knowledgeable staff to explain the benefits to employees during an annual enrollment period;
- Hidalgo County will sponsor only one Legal Services Benefit Plan;
- Legal Services Benefit Plan should not include the use of the legal services by a participating employee to the detriment of Hidalgo County;
- Hidalgo County is to be provided with a master payroll deduction list by the 1st business day in December;
- Enrollment will take place once a year aligned with enrollment schedule of Employee Benefits.
- Firm will be notified within the months of October through December of various scheduled enrollment dates.
- Access to internet may not be available at various enrollment locations, firm will need to make their own accommodations.
- After enrollment is held, Hidalgo County Treasurer's Office will be provided with a master payroll deduction list (spreadsheet) including the names, addresses, social security numbers and the change(s) occurring (including addition(s)/deletion(s) or changes) no later than the 1st business day in December in order for services to be effective January 01 of following year.
- Employees may only drop services during open enrollment.
- New employees may only add services during open enrollment.

## GENERAL REQUIREMENTS AND INSTRUCTIONS

A. Information

1. The information contained in these specifications is confidential and is to be used only in connection with preparing a proposal for the following employee benefit plan: **"Pre-Paid Voluntary Legal Services Benefit Plan"**

2. Hidalgo County reserves the right to accept or reject all or any part of the proposals, waive minor technicalities, and award the proposal to best serve the interest of Hidalgo County. Hidalgo County also reserves the right to waive or dispense with any of the formalities contained herein.

3. Proposals are to be submitted on the basis of the specifications contained herein. Alternate proposals will also be considered, provided they are clearly explained. All deviations from the specifications must be clearly identified and explained.

4. The information contained herein is believed to be accurate and up-to-date, but is not intended to be an expressed or implied warranty.

5. No telephone or fax proposals will be accepted. Proposals may only be accepted if delivered by U.S. Postal Services, Federal Express, UPS, other courier services or personally delivered by proposer. The County of Hidalgo will not be responsible for missing, lost, or late mail. Any proposals received after the time set for opening will be returned to the proposer unopened upon proposer's request and expense.

6. Vendors are cordially invited to the proposals opening, but are not required to attend.

7. Can you provide a sample of company's agreement for services being requested? If yes, please include with your RFP response.

B. Legal

All parties submitting proposals are expected to comply with federal, state and local insurance laws and regulations relative to the preparation and submissions of insurance proposals, when applicable. Specifically, the services to be provided are expected to be in compliance with the Americans with Disabilities Act (ADA), Family Medical Leave Act (FMLA), Health Insurance Portability and Accountability Act (HIPAA), insurance laws and insurance regulations. All proposals that are submitted will be presumed to be in compliance with all applicable laws.

C. Communication

1. Copies of all correspondence relevant to this assignment will be distributed to all interested participants.

2. **COMMUINCATION WITH COUNTY MEMBERS/EMPLOYEES:**
Firm/Company submitting proposals shall not discuss this RFP with Members of Commissioners Court and or employees of Hidalgo County, other than the assigned staff member(s) at the Purchasing Department.

**IF DISCUSSION IS NECESSARY, YOUR COMPANY WILL BE NOTIFIED IN**

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**WRITING. FAILURE TO ABIDE BY THIS REQUIREMENT MAY RESULT IN AUTOMATIC DISQUALIFICATION.**

D. Time Frame

1. The specifications will be available to interested parties on or after Monday, June 26, 2017 at the Hidalgo County Purchasing Department, Administration Bldg, 2812 S. Business Hwy. 281, Administration Building - Edinburg, Texas.

2. Proposals one (1) original and four (4) copies) must be delivered to Hidalgo County Purchasing Department, 2812 S. Business Hwy. 281, Administration Building, Edinburg, Texas 78539, no later than Wednesday, July 12, 2017 by 9:30 a.m.

3. The proposal will be opened in public at 9:30 a.m., Wednesday, July 12, 2017 at the Hidalgo County Purchasing Departments' Conference Room, 2812 S. Business Hwy. 281, Administration Building, Edinburg, Texas 78539. The proposal shall be opened in a manner to avoid disclosure of contents to competing vendors and the contents shall be kept secret during the process of proposal negotiations.

E. Proposals

1. Proposals must be clearly explained and identified. All costs, including optional programs, must be clearly stated and summarized. Exceptions to or deviations from the specifications **must** be explicitly identified.

2. Each party submitting a proposal is asked to screen their designated proposals for correctness and compliance with the specifications.

3. Request for interpretation of the specifications will be provided by:

Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent
2812 S. Business Hwy. 281, Administration Building
Edinburg, Texas 78539
(956) 318-2626 (Phone)
(956) 318-2629 (Fax)

All such responses will be made in writing. Oral explanations will not be binding.

4. The amount of commission and service work to be provided by the representative is to be included as part of the submitted proposal.

5. The contents of the proposals shall be kept confidential during the process of negotiations. After the agreement is awarded, all proposals will be available for public inspection.

F. Disqualification and Rejection of Proposals

Failure to comply with the requirements or the procedures set forth herein, or to satisfy the servicing criteria as set forth in the specifications, may result in disqualification. It is not intended that exceptions to the specifications will, in and of themselves, result in disqualification.

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G. Selection of Vendor

Hidalgo County reserves the right to reject any or all of the proposals, in whole or in part; to waive any informality in any proposal, and to accept the proposal which, in its discretion, is in the best interest of the County. The County reserves the right to request a Best and Final Offer(s) from one or more vendor(s). Hidalgo County Commissioners' Court will make the final decision of agreement award. **AGREEMENT WILL BE SUBJECT TO FINAL NEGOTIATION AND CONTRACT DELIVERY.**

H. Terms of Agreement

Hidalgo County is seeking an agreement for a primary term of one (1) year with the option to renew the agreement for two (2) additional one (1) year terms.

Hidalgo County reserves the right to terminate the agreement at the expiration of the budget period, during the term of the agreement or at the end of the anniversary date on a thirty (30) day notice. The agreement will be for current revenues only. The agreement will be for the current revenues only in accordance with Local Government Section 271.903 to terminate the agreement.

The agreement is to contain cancellation provision that provides for thirty (30) days notice of cancellation (except for non-payment) and sixty (60) days notice for non-renewal or material charge.

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Hidalgo County reserves the right to terminate the agreement at any time for any or no reason. **If termination of agreement is necessary, NO termination penalties will be imposed.**

I. Qualification of Companies

Company shall comply with all applicable laws and requirements of the State of Texas.

J. Representatives Minimum Qualifications

All representatives submitting proposals must meet the following minimum qualifications:

- The representative must have insurance for errors and omissions liability with a limit of at least $1 million per occurrence.
- The representative must have been in the legal services contract business for at least five (5) years.
- The company must assign a minimum of one qualified account representative to service Hidalgo County. A certificate of the representative's E & O insurance must be provided within ten (10) days from date of award and prior to execution of contract.

K. Copies of Contracts

It is required that a complete specimen contract (including all forms, endorsements, exclusions and policy jackets) and appropriate contractual documents be furnished with proposal.

L. Authorized Signature

All proposal forms must be signed by persons who have legal authority to bind the company and administrator to the services that are proposed.

**PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:**
Proposer(s) is to provide a proposed fee based on the scope of services/work requested.

**RFP SUBMITTED TO: One (1) original and four (4) copies** of RFPs should be submitted to:

**US Postal Mail Address:**
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

**Physical Address:**
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

All/Any costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives whenever it is in the County's best interest to do so.

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## BACKGROUND INFORMATION AND RFP ASSUMPTIONS

1. Eligible employees:

| Number | Description |
|---|---|
| 3800 | Employees |

2. A Pre-Paid Voluntary Legal Services Benefit Plan is being considered by Hidalgo County.

3. Hidalgo County will sponsor only one Pre-Paid Voluntary Legal Services Benefit Plan.

4. The selected provider will be expected to provide knowledgeable staff to explain the benefits to employees during an annual enrollment period.

5. Hidalgo County is to be provided with a master payroll deduction list.

6. Will be at no cost to Hidalgo County but to the participating employee for the Pre-Paid (Post Tax) Voluntary Legal Services by voluntary payroll deduction.

7. Pre-Paid Voluntary Legal Services Benefit Plan should not include the use of the legal services by a participating employee to the detriment of Hidalgo County.

8. The Company and representative(s) must be authorized by the State of Texas for sale and solicitation of Legal Services Benefit Plans.

**HOLD HARMLESS AGREEMENT**
**VOLUNTARY PAYROLL DEDUCTION**

Hidalgo County requests that the Voluntary Deduction Company (the Company) execute a Hold Harmless Agreement that will include the following provisions:

1. The Company, its agents and representatives shall comply with all pertinent written directives and reasonable request of Hidalgo County regarding the solicitation of employees and at the purchase of Voluntary Payroll Deduction of Pre-Paid Voluntary Legal Services Contracts.

2. The Company shall indemnify and hold harmless Hidalgo County's employees, from every claim and demand, excluding those based upon negligence or act of Hidalgo County's employees, which may be made by reason of the negligence of the Company or its officers, directors, employees, agents or representatives resulting in the purchase of Voluntary Deduction of Pre-Paid Voluntary Legal Services Contracts by the County through the Company.

3. The Company, at its own expense, shall defend any legal proceedings that may be brought against Hidalgo County, employees, regarding any claim or demand for which the Company is required hereunder to indemnify the County, its employees shall satisfy any judgement that may be rendered against any of them by reason of the purchase of Voluntary Payroll Deduction of Legal Services Contracts by Hidalgo County through the Company. Hidalgo County shall promptly notify the Company by Registered or Certified Mail upon the receipt of any such claim or demand.

4. Hidalgo County reserves the right, upon thirty (30) days written notice by Hidalgo County to firm, by Registered or Certified Mail, to terminate this Agreement but such termination shall in no manner affect any liability of the Company incurred prior to such termination.

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## SECTION III – SELECTION/EVALUATION/RANKING

### A. SELECTION/EVALUATION/RANKING PROCESS:

The RFP shall be submitted according to the schedule below. The County of Hidalgo is not required to select the proposal with the lowest fees, but shall take into consideration other factors, including past experience, evidence of good organization background, references, ability to provide requested services, and any other factors found necessary for quality services including a presentation of the proposed system. Hidalgo County will evaluate the proposal utilizing the evaluation criteria outlined in Exhibit "B" attached herein. Thereafter, Hidalgo County Commissioners Court will rank and/or award this proposal.

**Proposals will be graded on a 100-point system with emphasis on ability to service Hidalgo County including, but not be limited to, the items listed below:**

1. Provide sufficient proof of financial stability to ensure continued service throughout the contract term. **25 points**

2. Cost: Provide the required turnkey system(s) at a reasonable cost. **20 Points**
3. Experience and knowledge necessary to provide the appropriate systems and perform all the required services. **20 Points**

4. Have the personnel level and equipment necessary to provide immediate service and ensure minimal "down" time. **20 Points**

5. Provide sufficient professional background (references) indicative of outstanding, or exceptional Systems' performance in city, county and other entities in the area. **15 Points**

**Total 100 Points**

**B. RANKING OF PROPOSALS:**

At the sole discretion of Hidalgo County Commissioners' Court: (a) score/evaluate themselves and/or (b) may appoint or designate a Committee to score and evaluate the written RFPs. Firms may be asked to provide additional information for clarification purposes based on the information provided within the Proposal response. Thereafter, Hidalgo County Commissioners' Court will finalize the evaluation and rank the respondents based upon their presentations to the Court.

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**C. NEGOTIATION PROCESS:**

Compliance with all requirements, the most cost productive, efficient and effective plan will be considered. Emphasis will be placed on capability to perform within the program as well as meeting the needs of Hidalgo County. Accuracy and completeness are essential. If negotiations proved unsuccessful, the next highest ranked proposer will be contacted. Hidalgo County reserves the right to reject any and all RFPs.

**HIDALGO COUNTY**
**Pre-Paid (Post Tax) Voluntary Legal Services Benefit Plan**
**Request for Proposal No. 2017-064-00-00-YSS**

QUESTIONNAIRE

Describe organization submitting proposal:

1. Company Name:

   a. Number of years in the Legal Services Benefit Plan business:

   b. Number of counties serviced with Legal Services Benefits Plans:

   c. Contact Person:

   d. Telephone Number:

1. Name of Representative:

   a. Address:

   b. Telephone Number:

   c. Number of years in the Legal Services Benefit Plan Business:

   d. Number of years representing Legal Services Benefit Plans:

   e. Number of counties serviced with Legal Services Benefit Plans:

   f. Relationship with company (length of time, number of groups, amount of premium)

3. What is your agency estimated premium volume for Legal Services Benefit Plans with Counties?

4. What is current A.M. Best rating of your Company and financial size category, if any?

5. Provide three (3) Texas client references (preferably counties) where the proposed product is enrolled.

| Name of Client | Contact Person | Telephone Number | No. of Employees |
|---|---|---|---|
| | | | |
| | | | |
| | | | |

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| | | | |
|---|---|---|---|
| | | | |

6. Please attach rates for Individual and Family Coverage for all proposed plans.
   For what period of time are quoted rates guaranteed?

7. Is a longer rate guarantee available? Yes ☐ No ☐
   If so, please describe:

8. Please provide commission structure included in your quoted rates:

9. Will a "Hold Harmless Agreement" with provision comparable to those presented in the RFP Specifications be executed? Yes ☐
   No ☐

10. Will a Group Contract be issued to Hidalgo County? Yes ☐ No ☐

11. Is the product Portable? Yes ☐ No ☐

12. If so, at the same group rate? Yes ☐ No ☐
    Is the product Cafeteria Plan Eligible? Yes ☐ No ☐
    If not, please explain:

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13. Number of Affiliated Attorneys & coverage areas:

14. Is access to services available outside listed coverage areas? Yes ☐ No ☐

15. May the participant choose the attorney without a reduction in benefits? Yes ☐ No ☐

16. Is Direct Access to an attorney available? Yes ☐ No ☐

    If No, please describe "Gatekeeper" procedure:

17. Are costs such as filing fees, recording costs, depositions, fines, and court costs included as a covered benefit?
    Yes ☐ No ☐

18. Please list all benefits covered in full:

19. Please list all benefits covered at a discount and the discounted rate:

20. Please list the rate per hour and any caps for benefits not specifically covered by the plan.

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21. Please list all plan exclusions and waiting periods:

22. Please describe claim filing process and turnaround time:

23. Will Hidalgo County be provided with utilization or other reports on a scheduled basis?

Yes ☐ No ☐

24. Please describe billing procedures:

25. Please state any variations to RFP Assumptions or Qualifications in your proposal:

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26. Describe initial enrollment procedures. (Include sample of education material):

REPRESENTATIVE'S STATEMENT

I certify that all specified coverage will be provided except as indicated on the attached explanation. If needed, please add separate sheet(s) to explain reasons why your proposal differs from criteria outlined in the specifications. Also, specifically state which of the optional coverage provision are not included.

The coverage's quoted and insurance companies providing coverage are the following:

| **COVERAGES/SERVICES** | **COMPANY** |
|---|---|
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_____ _____

Type Representative's Name Representative's Telephone

_____ _____

Representative's Signature Date

# ANTI-COLLUSION CERTIFICATION

By submission of this proposal, the Proposer certifies that:

1. This proposal has been independently arrived at without collusion with any other Proposer or with any competitor;

2. This proposal has not been knowingly disclosed and will not knowingly disclosed, prior to the opening of proposal for this project, to any other proposer competitor or potential competitor;

3. No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a proposal;

4. The person signing this proposal certifies that he/she has been fully informed himself/herself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the proposer as well as to the person signing in its behalf.

| | |
|---|---|
| _____ | _____ |
| Company Name | Authorized Signature |
| _____ | _____ |
| Address | Type Signatory's Name and Title |
| _____ | _____ |
| City, State, Zip Code | Telephone Number |
| _____ | _____ |
| Representative's Name | Fax Number |
| _____ | _____ |
| Representative's Address | Cell Phone Number |

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# EXHIBIT B

## SOQ's EVALUATION FORM

**Selection Criteria** **Range Points** **Score**

1. Provide sufficient proof of financial stability to ensure continued service throughout the contract term.

   Comments/Rationale for Points: **25 Points** _____

   _____
   _____
   _____

2. Cost: Provide the required turnkey system(s) at a reasonable cost.

   Comments/Rationale for Points: **20 Points** _____

   _____
   _____
   _____

3. Experience and knowledge necessary to provide the appropriate systems and perform all the required services.

   Comments/Rationale for Points: **20 Points** _____

   _____
   _____
   _____

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4. Have the personnel level and equipment necessary to provide immediate service and ensure minimal "down" time.

   Comments/Rationale for Points: **20 Points** _____

   _____
   _____
   _____

5. Provide sufficient professional background (references) indicative of outstanding, or exceptional, systems' performance in city, county and other entities in the area.

   Comments/Rationale for Points: **15 Points** _____

   _____
   _____
   _____

Provider: _____

Evaluator: _____ Date: _____

# EXHIBIT "C"

## Insurance Requirements
## Professional Services
## (i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

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<u>Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).</u>
Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

# ACORD

## CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

## COVERAGES

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

| INSR LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|
| A | **GENERAL LIABILITY**<br>☐ COMMERCIAL GENERAL LIABILITY<br>☐ CLAIMS MADE ☐ OCCUR<br>☐ OWNER'S & CONT. PROT<br>☐ OWNER'S PROTECTIVE LIABILITY<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY ☐ PROJECT ☐ LOC | | | | EACH OCCURRENCE | $ |
| | | | | | FIRE DAMAGE (Any one fire) | $ |
| | | | | | MED (Any one person) | $ |
| | | | | | PERS & ADV INJURY | $ |
| | | | | | AL AGGREGATE | $ |
| | | | | | ODUCTS – COMP/OP AGG | $ |
| B | **AUTOMOBILE LIABILITY**<br>☐ ANY AUTO<br>☐ ALL OWNED AUTOS<br>☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS<br>☐ NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | | | | BODILY INJURY (Per person) | $ |
| | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | **GARAGE LIABILITY**<br>☐ ANY AUTO | | | | AUTO ONLY-EA ACCIDENT | $ |
| | | | | | OTHER THAN AUTO ONLY EA ACC | $ |
| | | | | | AGG | $ |
| C | **EXCESS LIABILITY**<br>☐ OCCUR ☐ CLAIMS MADE<br>☐ DEDUCTIBLE<br>☐ RETENTION $ | | | | EACH OCCURENCE | $ |
| | | | | | AGGREGATE | $ |
| | | | | | | $ |
| | | | | | | $ |
| | | | | | | $ |
| D | **WORKERS COMPENSATION AND EMPLOYER'S LIABILIT** | | | | WC STATU-TORY LIMITS ☐ OTHER | |
| | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | E.L. DISEASE-EA EMPLOYEE | $ |
| | | | | | E.L. DISEASE-POLICY LIMIT | $ |
| | **OTHER** | | | | | |

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

**County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.**

CERTIFICATE HOLDER

**Hidalgo County**
**Attn: Purchasing Department**
**2812 S Highway Bus. 281**
**Edinburg, Texas 78539**

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

SAMPLE

# Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

have already been met, see attached copy of insurance certificate.

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_____ _____
Authorized Representative Date

## Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

---

## THIS FORM MUST ACCOMPANY YOUR PACKET

---

# PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE**:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

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_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

# CONFLICT OF INTEREST QUESTIONNAIRE

**FORM CIQ**

**For vendor doing business with local governmental entity**

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

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

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

**OFFICE USE ONLY**

Date Received

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

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

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

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

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A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____

Signature of vendor doing business with the governmental entity Date

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

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

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

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

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

(3) has a family relationship with a local government officer of that local governmental entity.

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

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

# HIDALGO COUNTY
# PURCHASING DEPARTMENT
# Bidder/Vendor Application

**Complete in print or type. Please return this application to the Hidalgo County Purchasing Department**
**thru Facsimile: (956) 318-2629 or (956) 292-7612**
**in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539**
**or email: purchasing@co.hidalgo.tx.us**

**Company Name**: **Telephone No. ( )**

**dba Name:**

**Legal Name:**

**Mailing Address :** **Fax No. ( )**

**Physical Address:**

**City, State, Zip** **Tax I.D. No.**

**Remit to Address :** **City, State, Zip**

**E-Mail Address:**

**Representative(s) Name(s) & Title(s)**

**Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit**
**_____ LLC _____ Sole Proprietor _____ Other, Specify**
**State Identification No._____ (Please attached completed W-9 form with this application)**
**Federal Identification No. or (if individual) SS No.**

**State of Incorporation: _____ Date:_____ Other**:

**Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker**
**_____ Distributor _____ Service Organization _____ Other, Specify**

**Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:**

**Small and/or Disadvantaged Business Information (check application criteria)**
**Small Business:** **Disadvantaged Business (At Least 51% Ownership)**

- ☐ Less than 125,000 annual gross receipt
- ☐ Less than 250,000 annual gross receipt
- ☐ Less than 499,000 annual gross receipt
- ☐ More than 500,000 annual gross receipt

- ☐ Black American
- ☐ Hispanic American
- ☐ Asian Pacific American

- ☐ Native American
- ☐ Women
- ☐ Other

**Have you been certified as a HUB or an MBE/WBE source?:** ☐ Yes ☐ No

**Indicate Certification No.(s):_____ or are Certificate(s) attached?:** ☐ Yes ☐ No

**What type of product(s) is/are solicited by your company?:**

**Would you like to be provided with specifications for procurements of such products?:** ☐ Yes ☐ No

**To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):**

**Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:**

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## HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: □Yes □ No

If yes, by whom?: □ Texas Building & Procurement Commission □ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: □ Yes □ No

---

## LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

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HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): □Texas Building & Procurement Commission □ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

---

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): □Texas Building & Procurement Commission □ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

---

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): □Texas Building & Procurement Commission □ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

---

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give Form to the requester. Do not send to the IRS.**

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

**Note.** For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

**Social security number**

| | | | – | | – | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |

**or**

**Employer identification number**

| | | – | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here** | **Signature of U.S. person** ▶ | **Date** ▶

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding.* See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

***Example.*** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

# Specific Instructions

## Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

## Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

## Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

## Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|---|---|
| Interest and dividend payments | All exempt payees except for 7 |
| Broker transactions | Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 4 |
| Payments over $600 required to be reported and direct sales over $5,000[1] | Generally, exempt payees 1 through 5[2] |
| Payments made in settlement of payment card or third party network transactions | Exempt payees 1 through 4 |

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

## Line 6

Enter your city, state, and ZIP code.

# Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account[1] |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor[2] |
| 4. a. The usual revocable savings trust (grantor is also trustee)<br>b. So-called trust account that is not a legal or valid trust under state law | The grantor-trustee[1]<br>The actual owner[1] |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner[3] |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A)) | The grantor* |
| **For this type of account:** | **Give name and EIN of:** |
| 7. Disregarded entity not owned by an individual | The owner |
| 8. A valid trust, estate, or pension trust | Legal entity[4] |
| 9. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 10. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 11. Partnership or multi-member LLC | The partnership |
| 12. A broker or registered nominee | The broker or nominee |
| 13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B)) | The trust |

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**Certification**
**Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

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Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

# EXHIBIT "G"

# APPENDICES

## APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations**: The contractor (hereinafter includes consultants)will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination**: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

   a. withholding payments to the contractor under the contract until the contractor complies; and/or
   b. cancelling, terminating, or suspending contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## APPENDIX B

## CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the **COUNTY OF HIDALGO** will accept title to the lands and maintain the project constructed thereon in accordance with all applicable federal statutes, the Regulations for the Administration of all Department of Transportation programs, and the policies and procedures prescribed by the Federal Highway Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the **COUNTY OF HIDALGO** all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit 1 attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto **COUNTY OF HIDALGO** and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the **COUNTY OF HIDALGO**, its successors and assigns.

The **COUNTY OF HIDALGO**, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over ,or under such lands hereby conveyed [,] [and]* (2) that the **COUNTY OF HIDALGO** will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land ,and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

## APPENDIX C

## CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permitted, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended)such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the **COUNTY OF HIDALGO** will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the **COUNTY OF HIDALGO** and its assigns.*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

## APPENDIX D

## CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color ,or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said(license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will there upon revert to and vest in and become the absolute property of **COUNTY OF HIDALGO** and its assigns.*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

## APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

**Pertinent Nondiscrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of1970, (42U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23U.S.C. § 324et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49CFRPart 27;
- The Age Discrimination Act of 1975, as amended,(42U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49U.S.C. § 4 71, Section 4 7123),as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987,(PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189)as implemented by Department of Transportation regulations at 49C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

**THE STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

**SERVICE CONTRACT**
**C-17-064-00-00**

THIS CONTRACT is made and entered into this **00th** day of **Month, 2017** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **VENDOR** a **"STATE"** Corporation ("Company").

WHEREAS, Company responded to advertised notices for bids for "**PREPAID (POST TAX) VOLUNTARY LEGAL SERVICES FOR HIDALGO COUNTY EMPLOYEES"** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of Request for Bid (RFB) Procurement Packet being attached hereto as Exhibits "A" (the "RFB") and Company's Bid attached hereto as Exhibit "B" (the "Bid Page"), both such exhibits incorporated herein for all purposes (the "Bid Page"); and

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WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to location at **Administration Building located at, 2802 S. Business Hwy 281, Edinburg, Texas 78539**. This Contract does not extend to any third parties any duties or benefits

conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the Department Head, or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning **Month day, 2017** and ending on **Month day, 2018** and may be extended at the sole discretion of County for an additional two (2) one (1) year terms, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

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4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County

agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

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10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
**Attn: County Judge**
**100 E. Cano St. 2nd Floor**
**Edinburg, Texas 78539**

If to Company : Vendor Name
Attn: Name, Title
Address
City, State XXXXX

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

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15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to

terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

18. **Immunities.** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to Buyer as to any claim or action of any person, entity, or individual against County.

19. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and Company, and not otherwise.

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WITNESS our hands in duplicate originals this_____ day of _____, 2017.

**COUNTY OF HIDALGO**

**ATTEST:**

By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

**Vendor/Company Name**

By:_____

Printed Name:_____

Title:_____

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APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

By:_____
Stephen L. Crain

# EXHIBIT "A"

# Request for Bid (RFB)
# Procurement Packet

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# EXHIBIT "B"

# BID PAGE

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# EXHIBIT "C"

# CERTIFICATE OF INSURANCE

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**HIDALGO COUNTY**
(Including all funding sources, programs, and entities)
**REQUEST FOR BIDS**
**"Prepaid (Post Tax) Voluntary Legal Services for Hidalgo County Employees"**

## RFB No.: 2016-064-07-12-YSS

## RFB SUBMITTAL CHECK LIST

All forms listed below must be included in the RFB response.

**Indicate with a check mark (✓) the Forms completed and included in this response:**

draft

_____ Page 8 of Legal Notice

_____ Exhibit "B" –Bid Page

_____ Exhibit "C" -Acknowledgement forms

_____ Exhibit "D-" -CIQ Form -Copy of County Clerk File Recording fee receipt.

_____ Exhibit "E" –Vendor bidder applications and IRS form W-9

_____ Exhibit "F" Certification Regarding Debarment

_____ Exhibit "G" Title VI Appendices "A" through "E"

_____ Exhibit "H" Proposer Affidavit (if and when applicable)

_____ Exhibit "I" System for Award Management SAM.gov Registration Acknowledgement @ www.sam.gov

**Zimbra** **yvette.salinas@co.hidalgo.tx.us**

## RE: DRAFT C-17-064 Prepaid (Post Tax) Voluntary Services for HC Employees

**From :** Steve Crain <scrain@atlashall.com> Thu, Jun 08, 2017 07:52 AM
**Subject :** RE: DRAFT C-17-064 Prepaid (Post Tax) Voluntary Services for HC Employees
**To :** 'Yvette Salinas' <yvette.salinas@co.hidalgo.tx.us>

Looks OK.

**From:** Yvette Salinas [mailto:yvette.salinas@co.hidalgo.tx.us]
**Sent:** Wednesday, June 07, 2017 1:37 PM
**To:** Steve Crain <scrain@atlashall.com>
**Subject:** DRAFT C-17-064 Prepaid (Post Tax) Voluntary Services for HC Employees

Good Afternoon,

Please review/approve attached as to form.

Thanks,

Yvette Salinas
Buyer III
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
956-318-2626
yvette.salinas@co.hidalgo.tx.us

**AI-60055** **Purchasing Department** **11. B.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted For:** Eddie Cantu, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #2

**Department:** COMM. PCT. #2

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**Information**

**CAPTION**

1. Requesting authority to enter into (1) new 36-month (capital) lease with Canon Financial Services, Inc., for Copier Model IR-C3325i through our membership/participation with Department of Information (DIR) contract DIR-TSO-3101 through requisition #343161 in the amount of $107.82 per month-equipment, maintenance service agreement 3000 B/W copies per month @ $30.90/month with overages billed @ $0.0103 per copy, 800 color copies per month @ $63.68/month with overages billed @ $0.0796 per copy for a total monthly cost of $202.40; effective upon approval and delivery & installation. "Subject to HB-1295 Compliance."
2. Requesting authority to enter into (1) new 36-month (capital) lease with Canon Financial Services, Inc for Copier Model IR-5535i through our membership/participation with Department of Information (DIR) contract DIR-TSO-3101 through requisition #343341 in the amount of 158.63 per month-equipment, maintenance service agreement 5,000 B/W copies per month @ $40.00/month with overages billed @ $0.008 per copy, 500 color copies per month @ $31.80/month with overages billed @ $0.0636 per copy for a total monthly cost of $230.43; effective upon approval and delivery & installation. "Subject to HB-1295 Compliance

**BACKGROUND**

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**Fiscal Impact**

**CALENDAR YEAR:** 2017 **ACCT. #:** 7-1200-431-00-122-005-0-780/610/430

**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:** N

**BUDGETARY IMPACT:**

Funding available through Req#343341 as of 6/9/17.

**CALENDAR YEAR:** 2017 **ACCT. #:** 7-1100-466-00-122-082-0-780/610/430

**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:** N

**BUDGETARY IMPACT:**

Funding available through Req#343161 as of 6/9/17.

---

**Attachments**

Canon 5535i Agreement, 1295, & Req
DIR Survival Clause
DIR-TSO-3101 Contract
Req. #343341 DIR Pricing
Req. #343161 Acknowledged 1295
Req. #343161 DIR Pricing
Req. #343341 Acknowledged 1295

IT approval

backup

backup

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |

Form Started By: Erika Zamora Started On: 05/26/2017 02:19 PM

Final Approval Date: 06/09/2017

# Requisition

**Req # 00343341**

**PO #**

**Date: 05/25/17**

**Bill To:** x
x

**Vendor :** 179272
CANON FINANCIAL SERVICES INC.
14904 COLLECTIONS CENTER DRIVE
CHICAGO IL 60693-0149
FAX (800)220-0723

**Ship To:** HIDALGO CO. PCT 2
300 WEST HALL ACRES, SUITE G
PHARR TX 78577

**Contact:** E. CASAS
956-787-1891

**Contract No:** DIR-TSO-3101

**Special Instructions:**

| QUANTITY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | DIR-TSO-3101<br>PRECINCT 2 - ADMINISTRATION DEPARTMENT<br>36 MONTH LEASE FOR CANON ADVANCE IR-C5535i COPY, NETWORK PRINT & SCAN (COLOR)COPIER FOR ADMINISTRATION OFFICE LOCATED AT 300 W. HALL ACRES SUITE G<br>(BLANKET PO)<br>DO NOT DUPLICATE ORDER | | |
| 7.00 | MONTH | CANON IR-C5535i ADVANCE COPIER (0605C003BB) | 132.29 | 926.03 |
| 7.00 | MONTH | CABINET TYPE - N (0615C002) | 5.06 | 35.42 |
| 7.00 | MONTH | INNER FINISHER - H1 (0615C002) | 21.28 | 148.96 |
| 7.00 | MONTH | SERVICE FOR 5,000 B/W AND 500 COLOR COPIES PER MONTH OVERAGES BILLED AT $.008 B/W AND $.0636 COLOR (SERVICE PLAN) | 71.80 | 502.60 |
| 1.00 | LOT | COPY OVERAGES | 100.00 | 100.00 |
| | | Account No | Encumbrance | |
| | | 7-1200-431-00-122-005-0-430 | 502.60 | |
| | | 7-1200-431-00-122-005-0-610 | 100.00 | |
| | | 7-1200-431-00-122-005-0-780 | 1,110.41 | |
| | | | Freight | .00 |
| | | | Total | 1,713.01 |
| | | REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 | | |

**Authorized By:** _____

# Canon

## State of Texas DIR-TSO-3101 Contract

| | |
|---|---|
| **CPA Vendor #** | 122305682200 |
| **Payee ID#:** | 1223056822 |
| **Vendor Name:** | Canon Financial Services/ ordered from Canon USA Inc. |
| **Address:** | 14904 COLLECTIONS CENTER DR |
| **City, State, Zip** | Chicago, IL 60693-0149 |

| | |
|---|---|
| **Vendor: Reflect this Number on all Correspondence and Invoices.** | |
| **Quote No.** | **C815-05082017-DQM5938** |
| **Date:** | **May 8, 2017** |
| **Contract No.** | DIR-TSO-3101 |

| **Customer Name/Invoice Address:** | **Address for Delivery:** |
|---|---|
| **Hidalgo Co Precint 2** | **Hidalgo Co Precint 2** |
| **300 W Hall Rd Ste G** | **300 W Hall Rd Ste G** |
| **Parr, Texas 78577** | **Parr, Texas 78577** |

| | | | |
|---|---|---|---|
| **Agency Point of Contact:** | Elizabeth Casas | **Phone:** | 956-787-1891 |
| | | **E-Mail:** | elizabeth.casas@co.hidalgo.tx.us |
| **Agency Accounts Payable Contact:** | | **Phone:** | |
| | | **E-Mail:** | |

| | | | |
|---|---|---|---|
| **Securing Dealer** | COPY GRAPHICS, INC | **Address/ Phone Number** | 221 N. 10th St McAllen, Tx 78501 / 956-631-0205 |
| **Installing Dealer** | COPY GRAPHICS, INC | **Address/ Phone Number** | 221 N. 10th St McAllen, Tx 78501 / 956-631-0205 |

****STATE SALES TAX EXEMPTION CERTIFICATE REQUIRED FOR EVERY ORDER.****

| Item codes | Description | Quantity | Unit Price | Total |
|---|---|---|---|---|
| 0605C003BB | **Canon IR-C5535i Advance Copier** | 36 | $132.29 | $4,762.44 |
| 0615C002 | Cabinet Type - N | 36 | $5.06 | $182.16 |
| 0615C002 | Inner Finisher - H1 | 36 | $21.28 | $766.08 |
| Service Plan | 5,000 b/w and 500 color copies per month | 36 | $71.80 | $2,584.80 |
| | overages billed at $ .008 b/w and .0636 color | | | $0.00 |
| | __36__ MONTH DIR-TSO-3101 STATE OF TEXAS CONTRACT | | | $0.00 |
| | $230.43 | | | $0.00 |
| | **ALL ITEMS ABOVE MUST BE INCLUDED ON YOUR P.O.** | | | $0.00 |
| | PO MADE TO: CANON FINANCIAL SERVICES<br>14904 COLLECTIONS CENTER DRIVE<br>CHICAGO. IL 60693 | | | $0.00 |
| | **Months encumbered to be determined by entity; if applicable | | | $0.00 |
| | | | | $0.00 |
| | | | **Monthly Unit Total** | **$230.43** |
| | | | **Total - Page 1** | **$8,295.48** |

## Canon - State of Texas DIR-TSO-3101 Contract May 02,2017

LISTED PRICE OF CANON IR-5535i AS FOUND IN (TEXAS DIR-CONTRACT #DIR-TSO-3101) Website

| Item# | Item Description | MSRP | %of MSRP | Texas DIR Price | Lease Price 36 Mos. | |
|---|---|---|---|---|---|---|
| 0605C003BB | IR-Advance C5535i | $15,000.00 | 71% | $ 4,309.00 | $ 142.20 | |
| 1770C001 | Cabinet Type N | $300.00 | 45% | $ 165.00 | $ 5.45 | |
| 0615C002 | Inner Finisher H1 | $1,260.00 | 45% | $693.00 | $ 22.87 | |
| Maintenance with toner included | imageRUNNER ADVANCE C5535i Click Charge | | Black White | 5000 x $.008 = 40.00<br>500 x .0636 = 31.80 | $ 71.80 | |
| | | | | Total/Mo | $262.12 | |

**The price below is the discounted price from Copy Graphics, Inc for system described above:**

**Quote for Hidalgo County Tax ------36 month lease**

| | | | | |
|---|---|---|---|---|
| 0605C003BB | **Canon IR-C5535i Advance Copier** | 36 | $132.29/mo | |
| 0615C002 | CABINET TYPE N | 36 | $5.06/mo | |
| 0615C002 | Inner Finisher - H1 | 36 | $21.28/mo | |
| SERVICE | 5,000 b/w and 500 color copies per month<br>overages billed at $ .008 b/w and .0636 color | 36 | $71.80/mo | |
| | 36 MONTH DIR-TSO-3101 STATE OF TEXAS CONTRACT LEASE PER MONTH:<br>$230.43 | | | |
| | | **Monthly Unit Total** | **$230.43** | |

**COPY GRAPHICS, INC**
221 N 10th Street
McAllen, TX 78501
956-631-0205 / 956-630-2628 fax
www.copyg.com

Date: **5/5/2017**
Sales Rep:
P.O. Number:
Expires: 6/4/2017
**REF#DQM5938**

***PROPOSAL FOR:***

Hidalgo Co Precinct #2
300 W Hall Acres Road Ste G
Pharr, TX 78577

Elizabeth Casas
956-787-1891

# CANON Advance IR-C5535i Copy, Network Print & Scan (Color)

***Standard Specifications: See Brochure for more information***

- Color Digital Copier/Printer/Scanner
- 35 Pages/Min Black and White & 35 Page/Min Color
- Standard 150-Sheet Single Pass Duplexing Automatic Feeder
- Dual 550-sheet Paper Cassettes + Bypass Feed 100-Sheet (up to 12"X18")
- Paper Weights (cassettes = 14lb Bond to 140 lb index) (Bypass = 14lb Bond to 110 lb cover)
- 1200 dpi X 1200 dpi Resolution Print
- 10/100/1000Base-TX Network Interface Connections & USB 2.0 Interface
- Standard UFR II PDL, PCL6, Adobe Post Script 3 Support Standard Network Scan to folder, Scan to E-mail, Scan to FTP
- Storage to Mailbox 100 Users (see brochure) 50 Confidential Fax inboxes
- Image Server Memory 250 GB HDD/ 4 GB RAM (Standard)
- Zoom Mode 25% - 400% (in 1% increments)
- Intuitive Color Touch Screen User Interface
- New Security specifications including HD Lock and Erase

- Please reference on PO: State of Texas Contract# DIR-TSO-3101

| ITEM NUMBER | MAKE / DESCRIPTION | AMOUNT |
|---|---|---|
| 0605C003BB | Image RUNNER ADVANCE C5535i | $132.29 |
| 1770C001 | Cabinet Type-N | $5.06 |
| 0615C002 | Inner Finisher-H1 | $21.28 |
| Service Plan | Service for 5,000 b/w and 500 color ($71.80) | |
| | SUBTOTAL: | $158.63 |
| | | $71.80 |
| | **GRAND TOTAL:** | $230.43 |

**Lease Option:** 36 month DIR-TSO-3101 for $158.63 per month plus service $ 71.80 = $230.43

**Service Plan:** Total service plan includes 5,000 b/w and 500 color per month. Total plan includes Toner, Drum, Labor and Parts. Overages billed at .0080 b/w and .0636 color per month.

*Service Plans do not include network related issues; we provide those services at an additional cost, please ask Sales Rep for additional network service plan options.*

_____
**Customer's Signature of Acceptance**
\
____/____/_____
**Date**

_____
**Joe Ramirez – Marketing Consultant**

____/____/_____
**Date**

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



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

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

Certificate Number:
2017-214439

Date Filed:
05/26/2017

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Canon Financial Services
Mt Laurel, NJ United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Hidalgo County

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

DQM5938
Canon IR-C5535i - Requisition #343341

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

**5 Check only if there is NO Interested Party.** [X]

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

5/26/17 _____
Signature of authorized agent of contracting business entity

AFFIX NOTARY S AMP / SEAL ABOVE

Sworn to and subscribed before me, by the said James Woods, this the 26th day of May,
20 17, to certify which, witness my hand and seal of office.

JACQUELINE KELLY
ID # 2243638
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires July 10, 2020

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

### C. Invalid Term or Condition

**1)** To the extent any term or condition in the Contract conflicts with the applicable State and/or United States law or regulation, such Contract term or condition is void and unenforceable. By executing a contract which contains the conflicting term or condition, DIR makes no representations or warranties regarding the enforceability of such term or condition and DIR does not waive the applicable State and/or United States law or regulation which conflicts with the Contract term or condition.

**2)** If one or more terms or conditions in the Contract, or the application of any term or condition to any party or circumstance, is held invalid, unenforceable, or illegal in any respect by a final judgment or order of the State Office of Administrative Hearings or a court of competent jurisdiction, the remainder of the Contract and the application of the term or condition to other parties or circumstances shall remain valid and in full force and effect.

### D. Assignment

DIR or Vendor may assign the Contract without prior written approval to: i) a successor in interest (for DIR, another state agency as designated by the Texas Legislature), or ii) a subsidiary, parent company or affiliate, or iii) as necessary to satisfy a regulatory requirement imposed upon a party by a governing body with the appropriate authority. Assignment of the Contract under the above terms shall require written notification by the assigning party and, for Vendor, a mutually agreed written Contract amendment. Any other assignment by a party shall require the written consent of the other party and a mutually agreed written Contract amendment.

### E. Survival

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and a Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract All Purchase Orders issued and accepted by Vendor or Order Fulfiller shall survive expiration or termination of the Contract for the term of the Purchase Order, unless the Customer terminates the Purchase Order sooner. However, regardless of the term of the Purchase Order, no Purchase Order shall survive the expiration or termination of the Contract for more than five years, unless Customer makes an express finding and justification for the longer term. The finding and justification must either be included in the Purchase Order, or referenced in it and maintained in Customer's procurement record. Rights and obligations under this Contract which by their nature should survive, including, but not limited to the DIR Administrative Fee; and any and all payment obligations invoiced prior to the termination or expiration hereof; obligations of confidentiality; and, indemnification, will remain in effect after termination or expiration hereof.

### F. Choice of Law

The laws of the State shall govern the construction and interpretation of the Contract. Exclusive venue for all actions will be in state court, Travis County, Texas. Nothing in the Contract or its Appendices shall be construed to waive the State's sovereign immunity.

# Canon U.S.A., Inc.

| | | | |
|---|---|---|---|
| **Vendor ID** | 11325617725 | **DIR Contract Number** | DIR-TSO-3101 |
| **URL** | Vendor Website | **Contract Term End Date** | 6/23/2017 |
| **HUB Type** | Non HUB | **Contract Exp Date** | 6/23/2019 |
| E-Rate Qualified | | | |

**Contact Canon U.S.A., Inc.**

| | |
|---|---|
| **Contact** | Mike Wright |
| **Phone** | (817) 291-4044 |
| **Fax** | (972) 409-7934 |

**Contact DIR**

| | |
|---|---|
| **Contact** | Stephanie Harrison |
| **Phone** | (512) 463-3290 |
| **Fax** | (512) 475-4759 |

## Contract Overview

Canon U.S.A., Inc. offers Print, Scan, Facsimile, Copier, Multifunction Devices and Managed Print Services for purchase, rent or lease. Customers can

### How To Order

1. For product and pricing information, visit the Canon U.S.A., Inc. website or contact Mike Wright at (817) 291-4044. Reseller Vendors

Show more

### Available Brands (1 total)

Canon

Show more

### Available Products & Services (9 total)

Copiers
Lease Agreement - Printers Copiers
Scanners - MFP

Show more

| | | | | | | |
|---|---|---|---|---|---|---|
| **Multifunction Device, Canon** | Canon USA, Inc.<br>**imageRUNNER ADVANCE C5535i,**<br>Ships standard with 2 x 550-sheet Paper Cassettes, UFRII/PCL/PS Printing, Direct PDF/XPS Printing, Color Universal Send with PDF High Compression, Searchable PDF/XPS, OOXML (Scan to PPT and Word), Universal Login Manager, Access Management System, HDD Data Erase, Data Encryption (FIPS-140-2), IP Sec, Single Pass Duplexing Automatic Document Feeder, Color Image Reader, Ethernet 1000Base-T/100Base-TX/10Base-T,USB 2.0/3.0 High Speed Connectivity, Wifi Connectivity, Remote Operator's Software Kit, Color Network ScanGear and Drum Units. | 0605C003BB | B&W/Color 35/35 | $15,000.00 | 71.27% | $4,309.20 |

| **Equipment Monthly Lease Payment** | **24 Mo** | **36 Mo** | **48 Mo** | **60 Mo** |
|---|---|---|---|---|
| | $198.65 | $142.20 | $119.36 | $101.70 |

| **Annual Maintenance Including all Supplies for Purchase & Leased Device** | **Monthly Base Maintenance $** | **Copy Allowance (Number of Copies Included)** | **Overage Rate (4 decimals)** | ***B&W CPC for Monthly Base Maintenance (4 decimals)*** | ***Color CPC for Monthly Base Maintenance (4 decimals)*** | ***MONTHLY BASE INCLUDES COLOR COPIES - B&W COPY CHARGES BEGIN AT COPY 1.*** |
|---|---|---|---|---|---|---|
| Year 1 | $1,271.20 | 20,000 | $0.0636 | $0.0080 | $0.0636 | |
| Year 2 | $1,271.20 | 20,000 | $0.0636 | $0.0080 | $0.0636 | |
| Year 3 | $1,271.20 | 20,000 | $0.0636 | $0.0080 | $0.0636 | |
| Year 4 | $1,271.20 | 20,000 | $0.0636 | $0.0080 | $0.0636 | |
| Year 5 | $1,271.20 | 20,000 | $0.0636 | $0.0080 | $0.0636 | |

**Multifunction Device (MFD) Pricing Sheet** **Color and B&W**

**60-MONTH LEASE TERM has no further renewal options and survives the contract term expiration**. Customer election of a 60-Month Lease Term invokes Appendix A, Standard Terms and Conditions for Products and Related Services, Section 4. General Provisions, A. **SURVIVAL** which states, "All applicable software license agreements, warranties or service agreements that were entered into between Vendor and a Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Vendor or Order Fulfiller shall survive expiration or termination of the Contract. Rights and obligations under this Contract which by their nature should survive, including, but not limited to any and all payment obligations invoiced prior to the termination or expiration hereof; obligations of confidentiality; and, indemnification, will remain in effect after termination or expiration hereof."

| | |
|---|---|
| **Volume Band C1** | **1 - 30 Pages Per Minute (PPM)** |
| **Base Monthly VOLUME** | **Avg. 20,000** |

| | **Manufacturer, Model, Features, Description** | **Part Number** | **No. of Avg. Pages Per Minute (PPM)** | **MSRP** | **DIR Customer Discount % from MSRP** | **Customer Purchase Price EACH/Unit (MSRP-Discount)** |
|---|---|---|---|---|---|---|
| **Multifunction Device, Canon** | **Canon USA, Inc.,<br>imageCLASS MF729Cdw** | 9947B010AA | 21 | $1,195.00 | 62.41% | $449.25 |

| **Equipment Monthly Lease Payment** | **24 Mo** | **36 Mo** | **48 Mo** | **60 Mo** |
|---|---|---|---|---|
| | $20.71 | $14.83 | $12.44 | $10.60 |

| **Annual Maintenance Including all Supplies for Purchase & Leased Device** | **Monthly Base Maintenance $** | **Copy Allowance (Number of Copies Included)** | **Overage Rate (4 decimals)** | ***Cost per Copy for Monthly Base Maintenance (4 decimals)*** | ****NOTE: Monthly maintenance programs not available. Maintenance for these models only available as CarePAK. Please see accessories for listing.*** |
|---|---|---|---|---|---|
| Year 1 | $ - | | | | |
| Year 2 | $ - | | | | |
| Year 3 | $ - | | | | |
| Year 4 | $ - | | | | |
| Year 5 | $ - | | | | |

**Multifunction Device (MFD) Pricing Sheet** **Color and B&W**

**60-MONTH LEASE TERM has no further renewal options and survives the contract term expiration**. Customer election of a 60-Month Lease Term invokes Appendix A, Standard Terms and Conditions for Products and Related Services, Section 4. General Provisions, A. **SURVIVAL** which states, "All applicable software license agreements, warranties or service agreements that were entered into between Vendor and a Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Vendor or Order Fulfiller shall survive expiration or termination of the Contract. Rights and obligations under this Contract which by their nature should survive, including, but not limited to any and all payment obligations invoiced prior to the termination or expiration hereof; obligations of confidentiality; and, indemnification, will remain in effect after termination or expiration hereof."

| | |
|---|---|
| **Volume Band C1** | **1 - 30 Pages Per Minute (PPM)** |
| **Base Monthly VOLUME** | **Avg. 20,000** |

| | **Manufacturer, Model, Features, Description** | **Part Number** | **No. of Avg. Pages Per Minute (PPM)** | **MSRP** | **DIR Customer Discount % from MSRP** | **Customer Purchase Price EACH/Unit (MSRP-Discount)** |
|---|---|---|---|---|---|---|
| **Multifunction Device, Canon** | Canon USA, Inc.,<br>imageCLASS MF628Cw | 9946B007AA | 14 | $795.00 | 57.64% | $336.75 |

| **Equipment Monthly Lease Payment** | **24 Mo** | **36 Mo** | **48 Mo** | **60 Mo** |
|---|---|---|---|---|
| | $15.52 | $11.11 | $9.33 | $7.95 |

| **Annual Maintenance Including all Supplies for Purchase & Leased Device** | **Monthly Base Maintenance $** | **Copy Allowance (Number of Copies Included)** | **Overage Rate (4 decimals)** | ***Cost per Copy for Monthly Base Maintenance (4 decimals)*** | ****NOTE: Monthly maintenance programs not available. Maintenance for these models only available as CarePAK. Please see accessories for listing.*** |
|---|---|---|---|---|---|
| Year 1 | $ - | | | | |
| Year 2 | $ - | | | | |
| Year 3 | $ - | | | | |
| Year 4 | $ - | | | | |
| Year 5 | $ - | | | | |

**Multifunction Device (MFD) Pricing Sheet** **Color and B&W**

**Multifunction Device (MFD) Pricing Sheet  Accessories**

| ACCESSORIES | Part Number | MSRP | DIR Customer Discount % From MSRP | Customer Purchase Price EACH/Unit (MSRP-Discount) | Monthly Lease Price 24 Mo | Monthly Lease Price 36 Mo | Monthly Lease Price 48 Mo | Monthly Lease Price 60 Mo |
|---|---|---|---|---|---|---|---|---|
| Voice Operation Kit-C2 | 3682B004AA | $1,890.00 | 50.00% | $945.00 | $43.56 | $31.19 | $26.18 | $22.30 |
| iR-ADV Security Kit-L1 for IEEE 2600.1 Common Criteria Certification Set | 9502B003AA | $1,890.00 | 45.00% | $1,039.50 | $47.92 | $34.30 | $28.79 | $24.53 |
| Silex Wireless Bridge SX-4600WAN2 | 8034B005AA | $260.00 | 45.00% | $143.00 | $6.59 | $4.72 | $3.96 | $3.37 |
| imageRUNNER ADVANCE Desktop V4.0 1L with 3 yrs Software Maintenance | 4140B764AA | $340.00 | 41.18% | $200.00 | $9.22 | $6.60 | $5.54 | $4.72 |
| imageRUNNER ADVANCE Desktop V4.0 5L with 3 yrs Software Maintenance | 4140B765AA | $1,400.00 | 40.00% | $840.00 | $38.72 | $27.72 | $23.27 | $19.82 |
| imageRUNNER ADVANCE Desktop V4.0 20L with 3 yrs Software Maintenance | 4140B766AA | $4,000.00 | 40.00% | $2,400.00 | $110.64 | $79.20 | $66.48 | $56.64 |
| Workflow Composer w/ MEAP Connectors V2.3 1L (1 to 4 licenses) | 4165B114AA | $1,000.00 | 46.00% | $540.00 | $24.89 | $17.82 | $14.96 | $12.74 |
| Workflow Composer w/ MEAP Connectors V2.3 1L (5 to 19 licenses) | 4165B115AA | $800.00 | 50.00% | $400.00 | $18.44 | $13.20 | $11.08 | $9.44 |
| Workflow Composer w/ MEAP Connectors V2.3 1L (20 or more licenses) | 4165B116AA | $750.00 | 50.00% | $375.00 | $17.29 | $12.38 | $10.39 | $8.85 |
| MEAP Connector for SharePoint Server v1.1 (1 Device)e | 4165B036AB | $900.00 | 40.00% | $540.00 | $24.89 | $17.82 | $14.96 | $12.74 |
| imageWARE Document Server V2.0E 1L with 3 yrs Software Maintenance | 4143B039AB | $2,800.00 | 40.00% | $1,680.00 | $77.45 | $55.44 | $46.54 | $39.65 |
| Client Access License for imageWARE Document Server v2.0 5CAL | 4143B046AB | $550.00 | 40.91% | $325.00 | $14.98 | $10.73 | $9.00 | $7.67 |
| Client Access License for imageWARE Document Server v2.0 20CAL | 4143B047AB | $1,800.00 | 40.28% | $1,075.00 | $49.56 | $35.48 | $29.78 | $25.37 |
| Client Access License for imageWARE Document Server v2.0 100CAL | 4143B048AB | $5,000.00 | 42.00% | $2,900.00 | $133.69 | $95.70 | $80.33 | $68.44 |
| Direct Print and Scan for Mobile V2.3.1 1L | 4164BM80AB | $100.00 | 40.00% | $60.00 | $2.77 | $1.98 | $1.66 | $1.42 |
| imageWARE Document Server V1.0/1.1 1L 1 yr Software Maintenance Extension | 4143B410AA | $400.00 | 40.00% | $240.00 | $11.06 | $7.92 | $6.65 | $5.66 |
| imageRUNNER ADVANCE Desktop V4 1L 1 year Software Maintenance Extension | 4140B775AA | $60.00 | 41.67% | $35.00 | $1.61 | $1.16 | $0.97 | $0.83 |
| imageRUNNER ADVANCE Desktop V4 5L 1 year Software Maintenance Extension | 4140B776AA | $200.00 | 40.00% | $120.00 | $5.53 | $3.96 | $3.32 | $2.83 |
| imageRUNNER ADVANCE Desktop V4 10L 1 year Software Maintenance Extension | 4140B777AA | $350.00 | 42.86% | $200.00 | $9.22 | $6.60 | $5.54 | $4.72 |
| imageRUNNER ADVANCE Desktop V4 20L 1 year Software Maintenance Extension | 4140B778AA | $500.00 | 40.00% | $300.00 | $13.83 | $9.90 | $8.31 | $7.08 |
| imageRUNNER ADVANCE Desktop V4 50L 1 year Software Maintenance Extension | 4140B779AA | $1,200.00 | 40.00% | $720.00 | $33.19 | $23.76 | $19.94 | $16.99 |
| imageWARE Scan Manager DS V1.1E 1L with 3 yrs Software Maintenance | 4144B177AA | $2,400.00 | 40.00% | $1,440.00 | $66.38 | $47.52 | $39.89 | $33.98 |
| imageWARE Scan Manager DS V1.0/1.1 EFS 1L 1 yr Software Maintenance Extension | 4144B182AA | $350.00 | 40.00% | $210.00 | $9.68 | $6.93 | $5.82 | $4.96 |
| imageWARE Scan Manager DS V1.0/1.1 EFS 5L 1 yr Software Maintenance Extension | 4144B183AA | $1,600.00 | 40.63% | $950.00 | $43.80 | $31.35 | $26.32 | $22.42 |
| Authorized Send V6.0 (1 License) | 4164BP81AA | $1,100.00 | 45.45% | $600.00 | $27.66 | $19.80 | $16.62 | $14.16 |
| Authorized Send V6.0 (10 Licenses) | 4164BP82AA | $10,500.00 | 45.71% | $5,700.00 | $262.77 | $188.10 | $157.89 | $134.52 |
| Authorized Send V6.0 (100 Licenses) | 4164BP83AA | $105,000.00 | 45.71% | $57,000.00 | $2,627.70 | $1,881.00 | $1,578.90 | $1,345.20 |
| AA-PRINT MFP V1.5 1L | 4164BQ63AA | $800.00 | 50.00% | $400.00 | $18.44 | $13.20 | $11.08 | $9.44 |
| Universal Login Manager - 1 Device License | 3575B372AA | $390.00 | 15.00% | $331.50 | $15.28 | $10.94 | $9.18 | $7.82 |
| Universal Login Manager - 5 Device License | 3575B373AA | $1,925.00 | 15.00% | $1,636.25 | $75.43 | $54.00 | $45.32 | $38.62 |
| Universal Login Manager - 10 Device License | 3575B374AA | $3,806.00 | 15.00% | $3,235.10 | $149.14 | $106.76 | $89.61 | $76.35 |
| MiCard PLUS SC | 3575B504AA | $250.00 | 32.00% | $170.00 | $7.84 | $5.61 | $4.71 | $4.01 |
| MEAP Web Connection Kit | 4848B033AA | $240.00 | 50.00% | $120.00 | $5.53 | $3.96 | $3.32 | $2.83 |
| ESP NEXT GEN PCS POWER FILTER (120V/15A) XG-PCS-15D (for imageRUNNER ADVANCE C2225/C2230 & all Accessories that get po | 6101AU61AA | $221.00 | 36.20% | $141.00 | $6.50 | $4.65 | $3.91 | $3.33 |
| Stamp Unit-B1 | 1858B001AA | $58.00 | 45.00% | $31.90 | $1.47 | $1.05 | $0.88 | $0.75 |
| Hard Disk Drive Replacement Service | 5007B004AA | $538.00 | 34.94% | $350.00 | N/A | N/A | N/A | N/A |
| Stamp Ink Cartridge-C1 | 1857B001AA | $46.00 | 25.00% | $34.50 | N/A | N/A | N/A | N/A |
| Staple-P1 | 1008B001AA | $68.00 | 25.00% | $51.00 | N/A | N/A | N/A | N/A |
| Staple Cartridge-J1 | 6707A001AC | $59.00 | 25.00% | $44.25 | N/A | N/A | N/A | N/A |
| Staple Cartridge-D2  (for Booklet Finisher-U1) | 0250A002AD | $41.00 | 25.00% | $30.75 | N/A | N/A | N/A | N/A |
| GPR-53 Black Toner | 8524B003AA | $83.81 | 25.00% | $62.86 | N/A | N/A | N/A | N/A |
| GPR-53 Cyan Toner | 8525B003AA | $133.28 | 25.00% | $99.96 | N/A | N/A | N/A | N/A |
| GPR-53 Magenta Toner | 8526B003AA | $133.28 | 25.00% | $99.96 | N/A | N/A | N/A | N/A |
| GPR-53 Yellow Toner | 8527B003AA | $133.28 | 25.00% | $99.96 | N/A | N/A | N/A | N/A |
| **Color imageRUNNER ADVANCE C5535i/C5540i/C5550i/C5560i Accessories** | | | | | | | | |
| High Capacity Cassette Feeding Unit-A1 | 0610C002AA | $1,900 | 45.00% | $1,045.00 | $48.17 | $34.49 | $28.95 | $24.66 |
| Cassette Feeding Unit-AM1 | 0609C002AA | $1,523 | 45.00% | $837.65 | $38.62 | $27.64 | $23.20 | $19.77 |
| Cabinet Type-N | 1770C001AA | $300 | 45.00% | $165.00 | $7.61 | $5.45 | $4.57 | $3.89 |
| Paper Deck Unit-F1 | 0607C002AA | $2,205 | 45.00% | $1,212.75 | $55.91 | $40.02 | $33.59 | $28.62 |
| Inner 2-way Tray-J1 | 9611B001AA | $105 | 45.00% | $57.75 | $2.66 | $1.91 | $1.60 | $1.36 |
| Inner Finisher-H1 | 0615C002AA | $1,260 | 45.00% | $693.00 | $31.95 | $22.87 | $19.20 | $16.35 |
| Inner 2/3 Hole Puncher-B1 | 0618C002AA | $710 | 45.00% | $390.50 | $18.00 | $12.89 | $10.82 | $9.22 |
| Staple Finisher-Y1 | 0613C002AA | $2,555 | 45.00% | $1,405.25 | $64.78 | $46.37 | $38.93 | $33.16 |
| Booklet Finisher-Y1 | 0614C002AA | $3,920 | 45.00% | $2,156.00 | $99.39 | $71.15 | $59.72 | $50.88 |
| Buffer Pass Unit-L1 | 0619C002AA | $280 | 45.00% | $154.00 | $7.10 | $5.08 | $4.27 | $3.63 |
| 2/3 Hole Puncher Unit-A1 | 0126C001AA | $893 | 45.00% | $491.15 | $22.64 | $16.21 | $13.60 | $11.59 |
| FL Cassette-AZ1 | 0611C001AA | $116 | 45.00% | $63.80 | $2.94 | $2.11 | $1.77 | $1.51 |
| FL Cassette-BA1 | 0612C001AA | $116 | 55.00% | $52.20 | $2.41 | $1.72 | $1.45 | $1.23 |
| TAB ATTACHMENT-F1 | 8930B001AA | $80 | 45.00% | $44.00 | $2.03 | $1.45 | $1.22 | $1.04 |
| Copy Tray-J2 | 8815A003AA | $47 | 45.00% | $25.85 | $1.19 | $0.85 | $0.72 | $0.61 |
| Utility Tray-B1 | 0165C001AA | $63 | 41.27% | $37.00 | $1.71 | $1.22 | $1.02 | $0.87 |
| Platen Cover Type W | 0606C001AA | $105 | 45.00% | $57.75 | $2.66 | $1.91 | $1.60 | $1.36 |
| Printer Cover-J1 | 0626C001AA | $210 | 45.00% | $115.50 | $5.32 | $3.81 | $3.20 | $2.73 |
| USB Keyboard (Cherry) | 1266V426 | $110 | 40.91% | $65.00 | $3.00 | $2.15 | $1.80 | $1.53 |
| Copy Card Reader Attachment-B5 | 3684B005AA | $84 | 50.00% | $42.00 | $1.94 | $1.39 | $1.16 | $0.99 |
| Copy Card Reader-F1 | 4784B001AA | $315 | 40.00% | $189.00 | $8.71 | $6.24 | $5.24 | $4.46 |
| Canon Card Set-A1 (1-30) | 4781B001AA | $158 | 40.00% | $94.80 | $4.37 | $3.13 | $2.63 | $2.24 |
| Canon Card Set-A2 (31-100) | 4781B002AA | $347 | 40.00% | $208.20 | $9.60 | $6.87 | $5.77 | $4.91 |
| Canon Card Set-A3 (101-200) | 4781B003AA | $462 | 40.00% | $277.20 | $12.78 | $9.15 | $7.68 | $6.54 |
| Canon Card Set-A4 (201-300) | 4781B004AA | $462 | 40.00% | $277.20 | $12.78 | $9.15 | $7.68 | $6.54 |
| Canon Card Set-A5 (301-500) | 4781B005AA | $935 | 40.00% | $561.00 | $25.86 | $18.51 | $15.54 | $13.24 |
| Canon Card Set-A6 (501-1000) | 4781B006AA | $2,352 | 40.00% | $1,411.20 | $65.06 | $46.57 | $39.09 | $33.30 |
| Braille Label Kit-F1 | 7518A004AA | $35 | 42.86% | $20.00 | $0.92 | $0.66 | $0.55 | $0.47 |
| ADF Access Handle-A1 | 1095B001AA | $146 | 40.00% | $87.60 | $4.04 | $2.89 | $2.43 | $2.07 |
| Copy Control Interface Kit-A1 | 3726B001AA | $53 | 45.00% | $29.15 | $1.34 | $0.96 | $0.81 | $0.69 |
| Convenience Stapler-A1 | 1348V957 | $300 | 45.00% | $165.00 | $7.61 | $5.45 | $4.57 | $3.89 |
| Universal Keyboard Stand-A1 | 2212V477 | $250 | 40.00% | $150.00 | $6.92 | $4.95 | $4.16 | $3.54 |
| Card Reader Assembly for Universal Keyboard Stand | 2212V478 | $60 | 41.67% | $35.00 | $1.61 | $1.16 | $0.97 | $0.83 |

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



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

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
2017-214442

**Date Filed:**
05/26/2017

**Date Acknowledged:**
06/09/2017

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Canon Financial Services
Mt Laurel, NJ United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Hidalgo County

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

DQM5937
Canon IR-C3325i - Requisition #343161

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
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**5 Check only if there is NO Interested Party.** [X]

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

| | | | | | | |
|---|---|---|---|---|---|---|
| **Multifunction Device, Canon** | Canon USA, Inc.<br>**imageRUNNER ADVANCE C3325i,**<br>Ships standard with 100-sheet Duplex Automatic Document Feeder, PCL, PS, and UFR II printing, Color Universal Send, OOXML support (.docx, .pptx), two 550-sheet cassettes, 100-sheet Stack Bypass, 2GB RAM, 215GB HDD, drum units, 1000Base-T/100Base-TX/10Base-T, USB 2.0 connectivity, and Remote Operator's Software Kit, Color Universal Send with PDF High Compression, Searchable PDF/XPS, OOXML (Scan to PPT), Access Management System, HDD Data Erase, IP Sec, Color Network ScanGear and Drum Units. | 8478B004AA | B&W/Color 25/25 | $6,615.00 | 64.01% | $2,381.00 |

| | Equipment Monthly Lease Payment | 24 Mo | 36 Mo | 48 Mo | 60 Mo |
|---|---|---|---|---|---|
| | | $109.76 | $78.57 | $65.95 | $56.19 |

| | Annual Maintenance Including all Supplies for Purchase & Leased Device | Monthly Base Maintenance $ | Copy Allowance (Number of Copies Included) | Overage Rate (4 decimals) | *B&W CPC for Monthly Base Maintenance (4 decimals)* | *Color CPC for Monthly Base Maintenance (4 decimals)* | *MONTHLY BASE INCLUDES COLOR COPIES - B&W COPY CHARGES BEGIN AT COPY 1.* |
|---|---|---|---|---|---|---|---|
| | Year 1 | $1,591.20 | 20,000 | $0.0796 | $0.0103 | $0.0796 | |
| | Year 2 | $1,591.20 | 20,000 | $0.0796 | $0.0103 | $0.0796 | |
| | Year 3 | $1,591.20 | 20,000 | $0.0796 | $0.0103 | $0.0796 | |
| | Year 4 | $1,591.20 | 20,000 | $0.0796 | $0.0103 | $0.0796 | |
| | Year 5 | $1,591.20 | 20,000 | $0.0796 | $0.0103 | $0.0796 | |

**Multifunction Device (MFD) Pricing Sheet** **Color and B&W**

**60-MONTH LEASE TERM has no further renewal options and survives the contract term expiration**. Customer election of a 60-Month Lease Term invokes Appendix A, Standard Terms and Conditions for Products and Related Services, Section 4. General Provisions, A. **SURVIVAL** which states, "All applicable software license agreements, warranties or service agreements that were entered into between Vendor and a Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Vendor or Order Fulfiller shall survive expiration or termination of the Contract. Rights and obligations under this Contract which by their nature should survive, including, but not limited to any and all payment obligations invoiced prior to the termination or expiration hereof; obligations of confidentiality; and, indemnification, will remain in effect after termination or expiration hereof."

| | |
|---|---|
| **Volume Band C1** | **1 - 30 Pages Per Minute (PPM)** |
| **Base Monthly VOLUME** | **Avg. 20,000** |

| | Manufacturer, Model, Features, Description | Part Number | No. of Avg. Pages Per Minute (PPM) | MSRP | DIR Customer Discount % from MSRP | Customer Purchase Price EACH/Unit (MSRP-Discount) |
|---|---|---|---|---|---|---|
| **Multifunction Device, Canon** | Canon USA, Inc.<br>**imageRUNNER ADVANCE C3330i,**<br>Ships standard with 100-sheet Duplex Automatic Document Feeder, PCL, PS, and UFR II printing, Color Universal Send, OOXML support (.docx, .pptx), two 550-sheet cassettes, 100-sheet Stack Bypass, 2GB RAM, 215GB HDD, drum units, 1000Base-T/100Base-TX/10Base-T, USB 2.0 connectivity, and Remote Operator's Software Kit, Color Universal Send with PDF High Compression, Searchable PDF/XPS, OOXML (Scan to PPT), Access Management System, HDD Data Erase, IP Sec, Color Network ScanGear and Drum Units. | 8477B004AA | B&W/Color 30/30 | $9,660.00 | 48.71% | $4,955.00 |

| | Equipment Monthly Lease Payment | 24 Mo | 36 Mo | 48 Mo | 60 Mo |
|---|---|---|---|---|---|
| | | $228.43 | $163.52 | $137.25 | $116.94 |

| | Annual Maintenance Including all Supplies for Purchase & Leased Device | Monthly Base Maintenance $ | Copy Allowance (Number of Copies Included) | Overage Rate (4 decimals) | *B&W CPC for Monthly Base Maintenance (4 decimals)* | *Color CPC for Monthly Base Maintenance (4 decimals)* | *MONTHLY BASE INCLUDES COLOR COPIES - B&W COPY CHARGES BEGIN AT COPY 1.* |
|---|---|---|---|---|---|---|---|
| | Year 1 | $1,229.20 | 20,000 | $0.0615 | $0.0095 | $0.0615 | |
| | Year 2 | $1,229.20 | 20,000 | $0.0615 | $0.0095 | $0.0615 | |
| | Year 3 | $1,229.20 | 20,000 | $0.0615 | $0.0095 | $0.0615 | |
| | Year 4 | $1,229.20 | 20,000 | $0.0615 | $0.0095 | $0.0615 | |
| | Year 5 | $1,229.20 | 20,000 | $0.0615 | $0.0095 | $0.0615 | |

**Multifunction Device (MFD) Pricing Sheet** **Color and B&W**

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| | |
|---|---|
| **Volume Band C1** | **1 - 30 Pages Per Minute (PPM)** |
| **Base Monthly VOLUME** | **Avg. 20,000** |

| | Manufacturer, Model, Features, Description | Part Number | No. of Avg. Pages Per Minute (PPM) | MSRP | DIR Customer Discount % from MSRP | Customer Purchase Price EACH/Unit (MSRP-Discount) |
|---|---|---|---|---|---|---|

**Multifunction Device (MFD) Pricing Sheet  Accessories**

| ACCESSORIES | Part Number | MSRP | DIR Customer Discount % From MSRP | Customer Purchase Price EACH/Unit (MSRP-Discount) | Monthly Lease Price 24 Mo | Monthly Lease Price 36 Mo | Monthly Lease Price 48 Mo | Monthly Lease Price 60 Mo |
|---|---|---|---|---|---|---|---|---|
| Workflow Composer w/ MEAP Connectors V2.3 1L (1 to 4 licenses) | 4165B114AA | $1,000.00 | 46.00% | $540.00 | $24.89 | $17.82 | $14.96 | $12.74 |
| Workflow Composer w/ MEAP Connectors V2.3 1L (5 to 19 licenses) | 4165B115AA | $800.00 | 50.00% | $400.00 | $18.44 | $13.20 | $11.08 | $9.44 |
| Workflow Composer w/ MEAP Connectors V2.3 1L (20 or more licenses) | 4165B116AA | $750.00 | 50.00% | $375.00 | $17.29 | $12.38 | $10.39 | $8.85 |
| MEAP Connector for SharePoint Server v1.1 (1 Device)e | 4165B036AB | $900.00 | 40.00% | $540.00 | $24.89 | $17.82 | $14.96 | $12.74 |
| imageWARE Document Server V2.0E 1L with 3 yrs Software Maintenance | 4143B039AB | $2,800.00 | 40.00% | $1,680.00 | $77.45 | $55.44 | $46.54 | $39.65 |
| Client Access License for imageWARE Document Server v2.0 5CAL | 4143B046AB | $550.00 | 40.91% | $325.00 | $14.98 | $10.73 | $9.00 | $7.67 |
| Client Access License for imageWARE Document Server v2.0 20CAL | 4143B047AB | $1,800.00 | 40.28% | $1,075.00 | $49.56 | $35.48 | $29.78 | $25.37 |
| Client Access License for imageWARE Document Server v2.0 100CAL | 4143B048AB | $5,000.00 | 42.00% | $2,900.00 | $133.69 | $95.70 | $80.33 | $68.44 |
| imageWARE Document Server 1L 1 year Software Maintenance Extension | 4143B410AA | $400.00 | 40.00% | $240.00 | $11.06 | $7.92 | $6.65 | $5.66 |
| imageRUNNER ADVANCE Desktop V4 1L 1 year Software Maintenance Extension | 4140B775AA | $60.00 | 41.67% | $35.00 | $1.61 | $1.16 | $0.97 | $0.83 |
| imageRUNNER ADVANCE Desktop V4 5L 1 year Software Maintenance Extension | 4140B776AA | $200.00 | 40.00% | $120.00 | $5.53 | $3.96 | $3.32 | $2.83 |
| imageRUNNER ADVANCE Desktop V4 10L 1 year Software Maintenance Extension | 4140B777AA | $350.00 | 42.86% | $200.00 | $9.22 | $6.60 | $5.54 | $4.72 |
| imageRUNNER ADVANCE Desktop V4 20L 1 year Software Maintenance Extension | 4140B778AA | $500.00 | 40.00% | $300.00 | $13.83 | $9.90 | $8.31 | $7.08 |
| imageRUNNER ADVANCE Desktop V4 50L 1 year Software Maintenance Extension | 4140B779AA | $1,200.00 | 40.00% | $720.00 | $33.19 | $23.76 | $19.94 | $16.99 |
| imageWARE Scan Manager DS V1.1E 1L with 3 yrs Software Maintenance | 4144B177AA | $2,400.00 | 40.00% | $1,440.00 | $66.38 | $47.52 | $39.89 | $33.98 |
| imageWARE Scan Manager DS V1.0/1.1 EFS 1L 1 yr Software Maintenance Extension | 4144B182AA | $350.00 | 40.00% | $210.00 | $9.68 | $6.93 | $5.82 | $4.96 |
| imageWARE Scan Manager DS V1.0/1.1 EFS 5L 1 yr Software Maintenance Extension | 4144B183AA | $1,600.00 | 40.63% | $950.00 | $43.80 | $31.35 | $26.32 | $22.42 |
| Authorized Send V6.0 (1 License) | 4164BP81AA | $1,100.00 | 45.45% | $600.00 | $27.66 | $19.80 | $16.62 | $14.16 |
| Authorized Send V6.0 (10 Licenses) | 4164BP82AA | $10,500.00 | 45.71% | $5,700.00 | $262.77 | $188.10 | $157.89 | $134.52 |
| Authorized Send V6.0 (100 Licenses) | 4164BP83AA | $105,000.00 | 45.71% | $57,000.00 | $2,627.70 | $1,881.00 | $1,578.90 | $1,345.20 |
| AA-PRINT MFP V1.5 1L | 4164BQ63AA | $800.00 | 50.00% | $400.00 | $18.44 | $13.20 | $11.08 | $9.44 |
| Universal Login Manager - 1 Device License | 3575B372AA | $390.00 | 15.00% | $331.50 | $15.28 | $10.94 | $9.18 | $7.82 |
| Universal Login Manager - 5 Device License | 3575B373AA | $1,925.00 | 15.00% | $1,636.25 | $75.43 | $54.00 | $45.32 | $38.62 |
| Universal Login Manager - 10 Device License | 3575B374AA | $3,806.00 | 15.00% | $3,235.10 | $149.14 | $106.76 | $89.61 | $76.35 |
| Upgrade ULM to uniFLOW for SMB-MEAP | 3575B405AA | $600.00 | 15.00% | $510.00 | $23.51 | $16.83 | $14.13 | $12.04 |
| MiCard PLUS SC | 3575B504AA | $250.00 | 32.00% | $170.00 | $7.84 | $5.61 | $4.71 | $4.01 |
| Direct Print and Scan for Mobile V2.3.1 1L | 4164BM80AB | $100.00 | 40.00% | $60.00 | $2.77 | $1.98 | $1.66 | $1.42 |
| MEAP Web Connection Kit | 4848B033AA | $240.00 | 50.00% | $120.00 | $5.53 | $3.96 | $3.32 | $2.83 |
| ESP NEXT GEN PCS Power Filer (120V/15A) XG-PCS-15D (for imageRUNNER C250iF/C350iF & all Accessories that get power from the ma | 6101AU61AA | $221.00 | 36.20% | $141.00 | $6.50 | $4.65 | $3.91 | $3.33 |
| Hard Disk Drive Replacement Service | 5007B004AA | $538.00 | 34.94% | $350.00 | N/A | N/A | N/A | N/A |
| GPR-51 Toner Black | 8516B003AA | $66.92 | 25.00% | $50.19 | N/A | N/A | N/A | N/A |
| GPR-51 Toner Cyan | 8517B003AA | $202.90 | 25.00% | $152.18 | N/A | N/A | N/A | N/A |
| GPR-51 Toner Magenta | 8518B003AA | $202.90 | 25.00% | $152.18 | N/A | N/A | N/A | N/A |
| GPR-51 Toner Yellow | 8519B003AA | $202.90 | 25.00% | $152.18 | N/A | N/A | N/A | N/A |
| **Color imageRUNNER ADVANCE C3325i/C3330i Accessories** | | | | | | | | |
| Cassette Feeding Unit-AL1 | 8786B002AA | $1,523.00 | 44.98% | $838.00 | $38.63 | $27.65 | $23.21 | $19.78 |
| Cabinet Type J | 0988C001AA | $137.00 | 45.26% | $75.00 | $3.46 | $2.48 | $2.08 | $1.77 |
| Inner 2-way Tray-J1 | 9611B001AA | $105.00 | 44.76% | $58.00 | $2.67 | $1.91 | $1.61 | $1.37 |
| Inner Finisher-G1 | 8472B001AA | $1,260.00 | 45.00% | $693.00 | $31.95 | $22.87 | $19.20 | $16.35 |
| Staple Finisher-U1 | 8473B001AA | $2,835.00 | 45.01% | $1,559.00 | $71.87 | $51.45 | $43.18 | $36.79 |
| Booklet Finisher-U1 | 8474B001AA | $4,200.00 | 68.81% | $1,310.00 | $60.39 | $43.23 | $36.29 | $30.92 |
| FL Cassette-AX1 | 8476B001AA | $116.00 | 44.83% | $64.00 | $2.95 | $2.11 | $1.77 | $1.51 |
| FL Cassette-AY1 | 8476B002AA | $116.00 | 44.83% | $64.00 | $2.95 | $2.11 | $1.77 | $1.51 |
| Copy Tray-J2 | 8815A003AA | $47.00 | 44.68% | $26.00 | $1.20 | $0.86 | $0.72 | $0.61 |
| Utility Tray-A2 | 3723B002AB | $63.00 | 41.27% | $37.00 | $1.71 | $1.22 | $1.02 | $0.87 |
| USB Keyboard (Cherry) | 1266V426 | $110.00 | 40.91% | $65.00 | $3.00 | $2.15 | $1.80 | $1.53 |
| Copy Card Reader Attachment-B4 | 3684B004AA | $84.00 | 50.00% | $42.00 | $1.94 | $1.39 | $1.16 | $0.99 |
| Copy Card Reader-F1 | 4784B001AA | $315.00 | 40.00% | $189.00 | $8.71 | $6.24 | $5.24 | $4.46 |
| Canon Card Set-A1 (1-30) | 4781B001AA | $158.00 | 40.00% | $94.80 | $4.37 | $3.13 | $2.63 | $2.24 |
| Canon Card Set-A2 (31-100) | 4781B002AA | $347.00 | 40.00% | $208.20 | $9.60 | $6.87 | $5.77 | $4.91 |
| Canon Card Set-A3 (101-200) | 4781B003AA | $462.00 | 40.00% | $277.20 | $12.78 | $9.15 | $7.68 | $6.54 |
| Canon Card Set-A4 (201-300) | 4781B004AA | $462.00 | 40.00% | $277.20 | $12.78 | $9.15 | $7.68 | $6.54 |
| Canon Card Set-A5 (301-500) | 4781B005AA | $935.00 | 40.00% | $561.00 | $25.86 | $18.51 | $15.54 | $13.24 |
| Canon Card Set-A6 (501-1000) | 4781B006AA | $2,352.00 | 40.00% | $1,411.20 | $65.06 | $46.57 | $39.09 | $33.30 |
| ADF Access Handle-A1 | 1095B001AA | $146.00 | 40.00% | $87.60 | $4.04 | $2.89 | $2.43 | $2.07 |
| Braille Label Kit-F1 | 7518A004AA | $35.00 | 42.86% | $20.00 | $0.92 | $0.66 | $0.55 | $0.47 |
| Copy Control Interface Kit-A1 | 3726B001AA | $53.00 | 45.00% | $29.15 | $1.34 | $0.96 | $0.81 | $0.69 |
| Convenience Stapler-B1 | 1727V838 | $300.00 | 45.00% | $165.00 | $7.61 | $5.45 | $4.57 | $3.89 |
| Universal Keyboard Stand-A1 | 2212V477 | $250.00 | 40.00% | $150.00 | $6.92 | $4.95 | $4.16 | $3.54 |
| Card Reader Assembly for Universal Keyboard Stand | 2212V478 | $60.00 | 41.67% | $35.00 | $1.61 | $1.16 | $0.97 | $0.83 |
| Encrypted Secure Print-D1e | 1337B011AA | $473.00 | 40.00% | $283.80 | $13.08 | $9.37 | $7.86 | $6.70 |
| Barcode Printing Kit-D1e | 3999B004AA | $840.00 | 45.00% | $462.00 | $21.30 | $15.25 | $12.80 | $10.90 |
| PCL International Font Set-A1 | 4821B003AA | $473.00 | 44.40% | $263.00 | $12.12 | $8.68 | $7.29 | $6.21 |
| MEAP Web Connection Kit G3 | 4848B065AA | $240.00 | 50.00% | $120.00 | $5.53 | $3.96 | $3.32 | $2.83 |
| Universal Send Trace & Smooth PDF Kit-A1 | 8581B002AA | $462.00 | 45.00% | $254.10 | $11.71 | $8.39 | $7.04 | $6.00 |
| Universal Send Security Feature Set-D1e | 3406B006AA | $945.00 | 40.00% | $567.00 | $26.14 | $18.71 | $15.71 | $13.38 |
| Universal Send Digital User Signature Kit-C1e | 1326B013AA | $1,050.00 | 40.00% | $630.00 | $29.04 | $20.79 | $17.45 | $14.87 |
| Super G3 Fax Board-AR1 | 8480B002AA | $840.00 | 45.00% | $462.00 | $21.30 | $15.25 | $12.80 | $10.90 |
| Super G3 2nd Line Fax Board-AR1 | 8481B002AA | $525.00 | 44.95% | $289.00 | $13.32 | $9.54 | $8.01 | $6.82 |
| Remote Fax Kit-A1e | 3679B005AA | $420.00 | 40.00% | $252.00 | $11.62 | $8.32 | $6.98 | $5.95 |
| Secure Watermark-B1e | 1082B010AA | $1,050.00 | 45.00% | $577.50 | $26.62 | $19.06 | $16.00 | $13.63 |
| USB Device Port-E4 | 5594B004AA | $210.00 | 44.76% | $116.00 | $5.35 | $3.83 | $3.21 | $2.74 |
| Document Scan Lock Kit-B1 | 3840B007AA | $2,625.00 | 45.00% | $1,443.75 | $66.56 | $47.64 | $39.99 | $34.07 |
| HDD Data Encryption Kit-C9 | 8956B002AA | $341.00 | 44.87% | $188.00 | $8.67 | $6.20 | $5.21 | $4.44 |
| HDD Data Erase Scheduler V3.1 | 4164BV44AA | $350.00 | 44.86% | $193.00 | $8.90 | $6.37 | $5.35 | $4.55 |
| Removable HDD Kit-AK1 | 8957B001AA | $1,050.00 | 44.95% | $578.00 | $26.65 | $19.07 | $16.01 | $13.64 |
| Voice Guidance Kit-F2 | 3681B003AA | $840.00 | 40.00% | $504.00 | $23.23 | $16.63 | $13.96 | $11.89 |
| Voice Guidance Connection Kit for iR-ADV C3300 series | 9999B001AA | $150.00 | 50.00% | $75.00 | $3.46 | $2.48 | $2.08 | $1.77 |

**Multifunction Device (MFD) Pricing Sheet  Accessories**

| ACCESSORIES | Part Number | MSRP | DIR Customer Discount % From MSRP | Customer Purchase Price EACH/Unit (MSRP-Discount) | Monthly Lease Price 24 Mo | Monthly Lease Price 36 Mo | Monthly Lease Price 48 Mo | Monthly Lease Price 60 Mo |
|---|---|---|---|---|---|---|---|---|
| Voice Operation Kit-C2 | 3682B004AA | $1,890.00 | 50.00% | $945.00 | $43.56 | $31.19 | $26.18 | $22.30 |
| iR-ADV Security Kit-L1 for IEEE 2600.1 Common Criteria Certification Set | 9502B003AA | $1,890.00 | 45.00% | $1,039.50 | $47.92 | $34.30 | $28.79 | $24.53 |
| Silex Wireless Bridge SX-4600WAN2 | 8034B005AA | $260.00 | 45.00% | $143.00 | $6.59 | $4.72 | $3.96 | $3.37 |
| imageRUNNER ADVANCE Desktop V4.0 1L with 3 yrs Software Maintenance | 4140B764AA | $340.00 | 41.18% | $200.00 | $9.22 | $6.60 | $5.54 | $4.72 |
| imageRUNNER ADVANCE Desktop V4.0 5L with 3 yrs Software Maintenance | 4140B765AA | $1,400.00 | 40.00% | $840.00 | $38.72 | $27.72 | $23.27 | $19.82 |
| imageRUNNER ADVANCE Desktop V4.0 20L with 3 yrs Software Maintenance | 4140B766AA | $4,000.00 | 40.00% | $2,400.00 | $110.64 | $79.20 | $66.48 | $56.64 |
| Workflow Composer w/ MEAP Connectors V2.3 1L (1 to 4 licenses) | 4165B114AA | $1,000.00 | 46.00% | $540.00 | $24.89 | $17.82 | $14.96 | $12.74 |
| Workflow Composer w/ MEAP Connectors V2.3 1L (5 to 19 licenses) | 4165B115AA | $800.00 | 50.00% | $400.00 | $18.44 | $13.20 | $11.08 | $9.44 |
| Workflow Composer w/ MEAP Connectors V2.3 1L (20 or more licenses) | 4165B116AA | $750.00 | 50.00% | $375.00 | $17.29 | $12.38 | $10.39 | $8.85 |
| MEAP Connector for SharePoint Server v1.1 (1 Device)e | 4165B036AB | $900.00 | 40.00% | $540.00 | $24.89 | $17.82 | $14.96 | $12.74 |
| imageWARE Document Server V2.0E 1L with 3 yrs Software Maintenance | 4143B039AB | $2,800.00 | 40.00% | $1,680.00 | $77.45 | $55.44 | $46.54 | $39.65 |
| Client Access License for imageWARE Document Server v2.0 5CAL | 4143B046AB | $550.00 | 40.91% | $325.00 | $14.98 | $10.73 | $9.00 | $7.67 |
| Client Access License for imageWARE Document Server v2.0 20CAL | 4143B047AB | $1,800.00 | 40.28% | $1,075.00 | $49.56 | $35.48 | $29.78 | $25.37 |
| Client Access License for imageWARE Document Server v2.0 100CAL | 4143B048AB | $5,000.00 | 42.00% | $2,900.00 | $133.69 | $95.70 | $80.33 | $68.44 |
| Direct Print and Scan for Mobile V2.3.1 1L | 4164BM80AB | $100.00 | 40.00% | $60.00 | $2.77 | $1.98 | $1.66 | $1.42 |
| imageWARE Document Server V1.0/1.1 1L 1 yr Software Maintenance Extension | 4143B410AA | $400.00 | 40.00% | $240.00 | $11.06 | $7.92 | $6.65 | $5.66 |
| imageRUNNER ADVANCE Desktop V4 1L 1 year Software Maintenance Extension | 4140B775AA | $60.00 | 41.67% | $35.00 | $1.61 | $1.16 | $0.97 | $0.83 |
| imageRUNNER ADVANCE Desktop V4 5L 1 year Software Maintenance Extension | 4140B776AA | $200.00 | 40.00% | $120.00 | $5.53 | $3.96 | $3.32 | $2.83 |
| imageRUNNER ADVANCE Desktop V4 10L 1 year Software Maintenance Extension | 4140B777AA | $350.00 | 42.86% | $200.00 | $9.22 | $6.60 | $5.54 | $4.72 |
| imageRUNNER ADVANCE Desktop V4 20L 1 year Software Maintenance Extension | 4140B778AA | $500.00 | 40.00% | $300.00 | $13.83 | $9.90 | $8.31 | $7.08 |
| imageRUNNER ADVANCE Desktop V4 50L 1 year Software Maintenance Extension | 4140B779AA | $1,200.00 | 40.00% | $720.00 | $33.19 | $23.76 | $19.94 | $16.99 |
| imageWARE Scan Manager DS V1.1E 1L with 3 yrs Software Maintenance | 4144B177AA | $2,400.00 | 40.00% | $1,440.00 | $66.38 | $47.52 | $39.89 | $33.98 |
| imageWARE Scan Manager DS V1.0/1.1 EFS 1L 1 yr Software Maintenance Extension | 4144B182AA | $350.00 | 40.00% | $210.00 | $9.68 | $6.93 | $5.82 | $4.96 |
| imageWARE Scan Manager DS V1.0/1.1 EFS 5L 1 yr Software Maintenance Extension | 4144B183AA | $1,600.00 | 40.63% | $950.00 | $43.80 | $31.35 | $26.32 | $22.42 |
| Authorized Send V6.0 (1 License) | 4164BP81AA | $1,100.00 | 45.45% | $600.00 | $27.66 | $19.80 | $16.62 | $14.16 |
| Authorized Send V6.0 (10 Licenses) | 4164BP82AA | $10,500.00 | 45.71% | $5,700.00 | $262.77 | $188.10 | $157.89 | $134.52 |
| Authorized Send V6.0 (100 Licenses) | 4164BP83AA | $105,000.00 | 45.71% | $57,000.00 | $2,627.70 | $1,881.00 | $1,578.90 | $1,345.20 |
| AA-PRINT MFP V1.5 1L | 4164BQ63AA | $800.00 | 50.00% | $400.00 | $18.44 | $13.20 | $11.08 | $9.44 |
| Universal Login Manager - 1 Device License | 3575B372AA | $390.00 | 15.00% | $331.50 | $15.28 | $10.94 | $9.18 | $7.82 |
| Universal Login Manager - 5 Device License | 3575B373AA | $1,925.00 | 15.00% | $1,636.25 | $75.43 | $54.00 | $45.32 | $38.62 |
| Universal Login Manager - 10 Device License | 3575B374AA | $3,806.00 | 15.00% | $3,235.10 | $149.14 | $106.76 | $89.61 | $76.35 |
| MiCard PLUS SC | 3575B504AA | $250.00 | 32.00% | $170.00 | $7.84 | $5.61 | $4.71 | $4.01 |
| MEAP Web Connection Kit | 4848B033AA | $240.00 | 50.00% | $120.00 | $5.53 | $3.96 | $3.32 | $2.83 |
| ESP NEXT GEN PCS POWER FILTER (120V/15A) XG-PCS-15D (for imageRUNNER ADVANCE C2225/C2230 & all Accessories that get po | 6101AU61AA | $221.00 | 36.20% | $141.00 | $6.50 | $4.65 | $3.91 | $3.33 |
| Stamp Unit-B1 | 1858B001AA | $58.00 | 45.00% | $31.90 | $1.47 | $1.05 | $0.88 | $0.75 |
| Hard Disk Drive Replacement Service | 5007B004AA | $538.00 | 34.94% | $350.00 | N/A | N/A | N/A | N/A |
| Stamp Ink Cartridge-C1 | 1857B001AA | $46.00 | 25.00% | $34.50 | N/A | N/A | N/A | N/A |
| Staple-P1 | 1008B001AA | $68.00 | 25.00% | $51.00 | N/A | N/A | N/A | N/A |
| Staple Cartridge-J1 | 6707A001AC | $59.00 | 25.00% | $44.25 | N/A | N/A | N/A | N/A |
| Staple Cartridge-D2  (for Booklet Finisher-U1) | 0250A002AD | $41.00 | 25.00% | $30.75 | N/A | N/A | N/A | N/A |
| GPR-53 Black Toner | 8524B003AA | $83.81 | 25.00% | $62.86 | N/A | N/A | N/A | N/A |
| GPR-53 Cyan Toner | 8525B003AA | $133.28 | 25.00% | $99.96 | N/A | N/A | N/A | N/A |
| GPR-53 Magenta Toner | 8526B003AA | $133.28 | 25.00% | $99.96 | N/A | N/A | N/A | N/A |
| GPR-53 Yellow Toner | 8527B003AA | $133.28 | 25.00% | $99.96 | N/A | N/A | N/A | N/A |
| **Color imageRUNNER ADVANCE C5535i/C5540i/C5550i/C5560i Accessories** | | | | | | | | |
| High Capacity Cassette Feeding Unit-A1 | 0610C002AA | $1,900 | 45.00% | $1,045.00 | $48.17 | $34.49 | $28.95 | $24.66 |
| Cassette Feeding Unit-AM1 | 0609C002AA | $1,523 | 45.00% | $837.65 | $38.62 | $27.64 | $23.20 | $19.77 |
| Cabinet Type-N | 1770C001AA | $300 | 45.00% | $165.00 | $7.61 | $5.45 | $4.57 | $3.89 |
| Paper Deck Unit-F1 | 0607C002AA | $2,205 | 45.00% | $1,212.75 | $55.91 | $40.02 | $33.59 | $28.62 |
| Inner 2-way Tray-J1 | 9611B001AA | $105 | 45.00% | $57.75 | $2.66 | $1.91 | $1.60 | $1.36 |
| Inner Finisher-H1 | 0615C002AA | $1,260 | 45.00% | $693.00 | $31.95 | $22.87 | $19.20 | $16.35 |
| Inner 2/3 Hole Puncher-B1 | 0618C002AA | $710 | 45.00% | $390.50 | $18.00 | $12.89 | $10.82 | $9.22 |
| Staple Finisher-Y1 | 0613C002AA | $2,555 | 45.00% | $1,405.25 | $64.78 | $46.37 | $38.93 | $33.16 |
| Booklet Finisher-Y1 | 0614C002AA | $3,920 | 45.00% | $2,156.00 | $99.39 | $71.15 | $59.72 | $50.88 |
| Buffer Pass Unit-L1 | 0619C002AA | $280 | 45.00% | $154.00 | $7.10 | $5.08 | $4.27 | $3.63 |
| 2/3 Hole Puncher Unit-A1 | 0126C001AA | $893 | 45.00% | $491.15 | $22.64 | $16.21 | $13.60 | $11.59 |
| FL Cassette-AZ1 | 0611C001AA | $116 | 45.00% | $63.80 | $2.94 | $2.11 | $1.77 | $1.51 |
| FL Cassette-BA1 | 0612C001AA | $116 | 55.00% | $52.20 | $2.41 | $1.72 | $1.45 | $1.23 |
| TAB ATTACHMENT-F1 | 8930B001AA | $80 | 45.00% | $44.00 | $2.03 | $1.45 | $1.22 | $1.04 |
| Copy Tray-J2 | 8815A003AA | $47 | 45.00% | $25.85 | $1.19 | $0.85 | $0.72 | $0.61 |
| Utility Tray-B1 | 0165C001AA | $63 | 41.27% | $37.00 | $1.71 | $1.22 | $1.02 | $0.87 |
| Platen Cover Type W | 0606C001AA | $105 | 45.00% | $57.75 | $2.66 | $1.91 | $1.60 | $1.36 |
| Printer Cover-J1 | 0626C001AA | $210 | 45.00% | $115.50 | $5.32 | $3.81 | $3.20 | $2.73 |
| USB Keyboard (Cherry) | 1266V426 | $110 | 40.91% | $65.00 | $3.00 | $2.15 | $1.80 | $1.53 |
| Copy Card Reader Attachment-B5 | 3684B005AA | $84 | 50.00% | $42.00 | $1.94 | $1.39 | $1.16 | $0.99 |
| Copy Card Reader-F1 | 4784B001AA | $315 | 40.00% | $189.00 | $8.71 | $6.24 | $5.24 | $4.46 |
| Canon Card Set-A1 (1-30) | 4781B001AA | $158 | 40.00% | $94.80 | $4.37 | $3.13 | $2.63 | $2.24 |
| Canon Card Set-A2 (31-100) | 4781B002AA | $347 | 40.00% | $208.20 | $9.60 | $6.87 | $5.77 | $4.91 |
| Canon Card Set-A3 (101-200) | 4781B003AA | $462 | 40.00% | $277.20 | $12.78 | $9.15 | $7.68 | $6.54 |
| Canon Card Set-A4 (201-300) | 4781B004AA | $462 | 40.00% | $277.20 | $12.78 | $9.15 | $7.68 | $6.54 |
| Canon Card Set-A5 (301-500) | 4781B005AA | $935 | 40.00% | $561.00 | $25.86 | $18.51 | $15.54 | $13.24 |
| Canon Card Set-A6 (501-1000) | 4781B006AA | $2,352 | 40.00% | $1,411.20 | $65.06 | $46.57 | $39.09 | $33.30 |
| Braille Label Kit-F1 | 7518A004AA | $35 | 42.86% | $20.00 | $0.92 | $0.66 | $0.55 | $0.47 |
| ADF Access Handle-A1 | 1095B001AA | $146 | 40.00% | $87.60 | $4.04 | $2.89 | $2.43 | $2.07 |
| Copy Control Interface Kit-A1 | 3726B001AA | $53 | 45.00% | $29.15 | $1.34 | $0.96 | $0.81 | $0.69 |
| Convenience Stapler-A1 | 1348V957 | $300 | 45.00% | $165.00 | $7.61 | $5.45 | $4.57 | $3.89 |
| Universal Keyboard Stand-A1 | 2212V477 | $250 | 40.00% | $150.00 | $6.92 | $4.95 | $4.16 | $3.54 |
| Card Reader Assembly for Universal Keyboard Stand | 2212V478 | $60 | 41.67% | $35.00 | $1.61 | $1.16 | $0.97 | $0.83 |

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



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

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
2017-214439

**Date Filed:**
05/26/2017

**Date Acknowledged:**
06/09/2017

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Canon Financial Services
Mt Laurel, NJ United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Hidalgo County

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

DQM5938
Canon IR-C5535i - Requisition #343341

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

**5 Check only if there is NO Interested Party.** [X]

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

**Zimbra** **hector.garcia1@co.hidalgo.tx.us**

## Fwd: Copier Lease Agreements for Pct 2 (RUSH)

**From :** Erika Zamora <erika.zamora@co.hidalgo.tx.us> Mon, Jun 12, 2017 07:21 AM
**Subject :** Fwd: Copier Lease Agreements for Pct 2 (RUSH) 8 attachments
**To :** hector garcia1 <hector.garcia1@co.hidalgo.tx.us>

Please find IT approval below.

Sent from my iPhone

Begin forwarded message:

**From:** Renan Ramirez <renan.ramirez@co.hidalgo.tx.us>
**Date:** June 11, 2017 at 1:54:02 PM CDT
**To:** Erika Zamora <erika.zamora@co.hidalgo.tx.us>
**Cc:** Esther Perez <esther.perez@co.hidalgo.tx.us>, Armando garzajr <armando.garzajr@co.hidalgo.tx.us>
**Subject: Re: Copier Lease Agreements for Pct 2 (RUSH)**

Erika,

Looks good! Approved!!!

---
Renán Ramirez
Chief Information Officer
County of Hidalgo, Texas
office: 956-289-7444

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**From:** "Erika Zamora" <erika.zamora@co.hidalgo.tx.us>
**To:** "Renan Ramirez" <renan.ramirez@co.hidalgo.tx.us>
**Cc:** "Esther Perez" <esther.perez@co.hidalgo.tx.us>, "Armando garzajr" <armando.garzajr@co.hidalgo.tx.us>
**Sent:** Friday, June 9, 2017 4:21:08 PM
**Subject:** Fwd: Copier Lease Agreements for Pct 2 (RUSH)

Good afternoon Renan,

Please review and approve the attached copier lease agreements as soon as possible. They are on the agenda for approval on Tuesday.

Respectfully,

# Erika Zamora
Director of Management Operations
Hidalgo County Precinct #2
300 West Hall Acres, Suite G
Pharr, Tx 78589
(956) 787-1891 Ext. 2015 - Office
erika.zamora@co.hidalgo.tx.us





---

**From:** "Erika Zamora" <erika.zamora@co.hidalgo.tx.us>
**To:** "Hector A. Garcia" <hector.garcia1@co.hidalgo.tx.us>
**Cc:** "Esther Perez" <esther.perez@co.hidalgo.tx.us>
**Sent:** Friday, June 9, 2017 12:08:15 PM
**Subject:** Copier Lease Agreements for Pct 2 (RUSH)

Good afternoon Hector,

Please be informed that AI#60050 has been submitted for commissioners court approval on 6/13/17.

I have attached the back up I submitted with the item. Please review the item and documentation and let me know if I am missing anything for approval.

Respectfully,


# Erika Zamora
Director of Management Operations
Hidalgo County Precinct #2
300 West Hall Acres, Suite G
Pharr, Tx 78589
(956) 787-1891 Ext. 2015 - Office
erika.zamora@co.hidalgo.tx.us







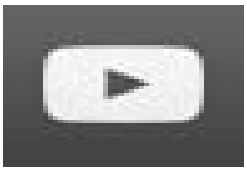
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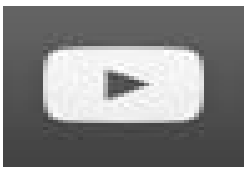

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# Lease Calculator

Req # 343161

Share @

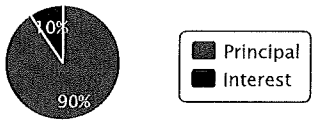
Fix Rate | **Fix Payment**

| | |
|---|---|
| Product/Property Value | 3149 |
| Residual Value | 0 |
| Lease Term | 0 years, 36 months |
| Monthly Payment | 96.68 |

Calculate

**Result**

| | |
|---|---|
| **Interest/Return Rate** | **6.616%** |
| Total of 36 Monthly Payments | $3,480.48 |
| Total Interest | $331.48 |




Mortgage Rate: 30 year fixed, all points, Credit score 74[illegible]

| | | | |
|---|---|---|---|
| SEBONIC FINANCIAL \| NMLS 66247 | **$1,174/month**<br>Points: 0<br>Fees: $0 | **APR: 3.865%**<br>Rate: 3.865%<br>Lock: 30 days<br>Jun. 12 | Next ><br>877-407-3813 |
| First Mortgage Direct<br>State Lic # 244476 | **$1,176/month**<br>Points: 0<br>Fees: $0<br>NMLS # 244476 | **APR: 3.875%**<br>Rate: 3.875%<br>Lock: 30 days<br>Jun. 12 | Next ><br>877-643-6301 |
| First Mortgage Direct<br>State Lic # 244476 | **$1,140/month**<br>Points: 1<br>Fees: $2,648<br>NMLS # 244476 | **APR: 3.794%**<br>Rate: 3.625%<br>Lock: 30 days<br>Jun. 12 | Next ><br>877-643-6301 |

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- Bankrate.com's Safe & Sound® service provides ratings information on the relative financial strength and stability of U.S. commercial banks, savings institutions and credit unions. Five stars is superior, one star is lowest rated. For more information click here.

Powered by: Bankrate.com

**Related**

Auto Lease Calculator | Auto Loan Calculator

Financial Calculators

| | |
|---|---|
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| Auto Loan | Interest |
| Real Estate | Take-Home-Paycheck |
| Payment | Retirement |
| Amortization | Investment |
| Currency | Personal Loan |
| Inflation | Lease |
| Finance | Mortgage Payoff |
| Refinance | Budget |
| Income Tax | More Financial Calculators |

Financial | Weight Loss | Math | Pregnancy | Other

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## What is a Lease?

A lease is a contract made for the use of an asset. It is made between a lessor (the owner of the asset) and a lessee (the person who wants to use the asset).

You will hear the most about leasing houses and cars, but you can lease anything. Businesses routinely lease all sort of equipment, because the effect on the bottom line and on tax is favorable.

There is a considerable difference between leasing an asset and renting it. A lease contract is a strictly binding business agreement. The two parties make the agreement and neither one can deviate from its terms (without some very exceptional reason). Lease an apartment for three years, and you owe the rent on that apartment for the next three years month by month, and if you don't pay it, you will incur serious penalties.

This is very different from renting an apartment. Most rental contracts are covered by much more considerate terms for the tenant, who can move out early; arrange late payment in some cases, etc. That is why it is unusual for a landlord to lease an apartment to an individual – the laws covering rental contracts are better protection for both tenant and landlord. However, should a business seek an apartment to use, perhaps, for executives who visit the city from time to time, a leasing agreement might be favorable.

When agreeing to a lease, you will almost certainly be asked to make a deposit to cover risk of damages and non-payment. It should be clearly stated in the lease that the deposit is refundable.

## Leasing a Car

The most common form of leasing seen today is automobile leasing. This is not because leasing a car is cheaper than buying one – on the contrary, overall it's more expensive. But auto leasing has two principal benefits that make it very popular despite the expense: You can always drive a fairly new car, and it's always under warranty; and, for the same budget, you can often get a larger, more luxurious, better-equipped car.

# Lease Calculator

ReQH 343341

Share @

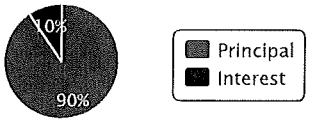
Fix Rate | Fix Payment

| | |
|---|---|
| Product/Property Value | 5167 |
| Residual Value | 0 |
| Lease Term | 0 years, 36 months |
| Monthly Payment | 158.63 |

Calculate

## Result

| | |
|---|---|
| **Interest/Return Rate** | **6.614%** |
| Total of 36 Monthly Payments | $5,710.68 |
| Total Interest | $543.68 |




Mortgage Rate: 30 year fixed, all points, Credit score 740+, 20% down


| | | | |
|---|---|---|---|
| First Direct Mortgage<br>State Lic # 244476 | $1,176/month<br>Points: 0<br>Fees: $0<br>NMLS # 244476 | APR: 3.875%<br>Rate: 3.875%<br>Lock: 30 days<br>Jun. 12 | Next ><br>877-643-6301 |
| erates mortgage<br>State Lic # 1071 | $1,123/month<br>Points: 1.1<br>Fees: $1,462<br>NMLS # 1071 | APR: 3.637%<br>Rate: 3.500%<br>Lock: 30 days<br>Jun. 12 | Next ><br>877-210-6855 |
| Home Loans Today | $2,034/month<br>Points: 1.1<br>Fees: $3,275 | APR: 9.402%<br>Rate: 9.125%<br>Lock: 30 days<br>Jun. 12 | Next ><br>877-210-6845 |

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Institutions may have different rates on other sites. Identify yourself as a Bankrate.com customer for these rates. Rates are subject to change. Some institutions pay for links, though many do not. All institutions insured by FDIC.

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Auto Lease Calculator | Auto Loan Calculator

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| Real Estate | Take-Home-Paycheck |
| Payment | Retirement |
| Amortization | Investment |
| Currency | Personal Loan |
| Inflation | Lease |
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| Refinance | Budget |
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## What is a Lease?

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The most common form of leasing seen today is automobile leasing. This is not because leasing a car is cheaper than buying one – on the contrary, overall it's more expensive. But auto leasing has two principal benefits that make it very popular despite the expense: You can always drive a fairly new car, and it's always under warranty; and, for the same budget, you can often get a larger, more luxurious, better-equipped car.

# Capital/ Operating Lease Log2017

| | Install Date | Serial No. | Lease End Date | CC Date | Agenda No. | Dept No. | Department Name | REQ No. | Co-op Contract No. | Model | Equipment Monthly Pmt | Title Xfer at End of Lease? (Y/N) | Bargain Purchase Option? (Y/N) | Lease Term in Months | Est. Economic Useful Life in Mo.'s | Total Principal Pmts Over Lease Term | FMV of Leased Equip. at Lease Inception - CASH PRICE | Capital or Operating Lease? (Calculated Field) | Not to exceed 15% Interest |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 32 | | | | 5/2/2017 | 59470 | 55 | Child Protection Court | 315406 | DIR-TSO-3043 | W7845PT | $ 162.24 | N | N | 48 | 60 | $ 7,787.52 | $ 6,507.00 | Capital Lease | 9.101% |
| 33 | | | | 5/16/2017 | 59692 | 9 | 398th Dist Crt | 340865 | DIR-TSO-3043 | WC6655X | $70.51 | N | N | 48 | 60 | $ 3,384.48 | $ 2,906.00 | Capital Lease | 7.681% |
| 34 | | | | 5/30/2017 | 59838 | 1 | County Court at Law #1 | 340590 | DIR-TSO-3041 | MPC4504 | $ 212.72 | N | N | 36 | 60 | $ 7,657.92 | $ 6,724.58 | Capital Lease | 8.642% |
| 35 | | | | 6/13/2017 | 60060 | 350 | WIC | 342508 | BUYBOARD 453-14 | MX-4070N | $ 208.16 | N | N | 36 | 60 | $ 7,493.76 | $ 6,953.00 | Capital Lease | 4.927% |
| 36 | | | | 6/13/2017 | 60060 | 350 | WIC | 342692 | BUYBOARD 453-14 | MX-M654N | $ 249.38 | N | N | 36 | 60 | $ 8,977.68 | $ 8,330.00 | Capital Lease | 4.926% |
| 37 | | | | 6/13/2017 | 60055 | 122 | PCT 2 ADMINISTRATION | 343341 | DIR-TSO-3101 | CANON IR-C5535i | $ 158.63 | N | N | 36 | 60 | $ 5,710.68 | $ 5,167.00 | Capital Lease | 6.613% |
| 38 | | | | 6/13/2017 | 60055 | 122 | PCT 2 (ALAMO CRC) | 343161 | DIR-TSO-3101 | CANON IR-C5535i | $ 96.68 | N | N | 36 | 60 | $ 3,480.48 | $ 3,149.00 | Capital Lease | 6.616% |
| 39 | | | | 6/27/2017 | 60276 | 124 | Comm. PCT 4 | 341708 | DIR-TSO-3041 | MPC4504 | $ 188.96 | N | N | 36 | 60 | $ 6,802.56 | $ 5,945.40 | Capital Lease | 8.963% |
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# Requisition

**Req # 00343161**

**PO #**

**Date: 05/23/17**

**Bill To:** x
x

**Vendor :** 179272
CANON FINANCIAL SERVICES INC.
14904 COLLECTIONS CENTER DRIVE
CHICAGO IL 60693-0149
FAX (800)220-0723

**Ship To:** HIDALGO CO. PCT 2
300 WEST HALL ACRES, SUITE G
PHARR TX 78577

**Contact:** **MARY MEAVE**
**956-787-1891**

**Contract No:** **DIR-TSO-3101**

**Special Instructions:**

| QUANTITY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | DIR-TSO-3101/ PCT 2 ALAMO CRC / OPEN PO FOR COPIER LEASE-OPTION TO INCREASE OR DECREASE PO AS NEEDED<br>DO NOT DUPLICATE ORDER | | |
| 7.00 | MONTH | CANON IR-C3325i ADVANCE COPIER (#8478B004AA) | 73.10 | 511.70 |
| 7.00 | MONTH | CABINET TYPE - J (#0988C001AA) | 2.30 | 16.10 |
| 7.00 | MONTH | INNER FINISH - G1 (#8472B001AA) | 21.28 | 148.96 |
| 7.00 | MONTH | SERVICE PLAN FOR 3,000 B/W AND 800 COLOR COPIES PER MONTH - OVERAGES BILLED AT $.0103 B/W AND $.0796 COLOR | 94.58 | 662.06 |
| 1.00 | LOT | COPY OVERAGES | 300.00 | 300.00 |
| | | Account No | Encumbrance | |
| | | 7-1100-466-00-122-082-0-430 | 662.06 | |
| | | 7-1100-466-00-122-082-0-610 | 300.00 | |
| | | 7-1100-466-00-122-082-0-780 | 676.76 | |
| | | | Freight | .00 |
| | | | Total | 1,638.82 |
| | | REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 | | |

**Authorized By:** _____

**COPY GRAPHICS, INC**
221 N 10th Street
McAllen, TX 78501
956-631-0205 / 956-630-2628 fax
www.copyg.com

Date: **5/4/2017**
Sales Rep:
P.O. Number:
Expires: 6/3/2017
**REF#DQM5937**

***PROPOSAL FOR:***

Hidalgo Co Precinct #2/Alamo CRC
1429 S Tower Rd
Alamo, TX 78516

Mary Ramirez
956-787-1881x2004

# Canon IR-C3325i Color Copier/Printer/Scanner

*Specifications:*

- 25/25 ppm (black & white & color)
- 34 sec. warm up time from Power On
- 100-sheet Duplexing Automatic Document Feeder
- 1-550 Sheet(LTR Size) + 1-550 sheet (up to 12"x18" size) Paper weights form 14lb Bond to 80lb cover
- 1-100 Sheet Bypass Tray accepting paper weights from 14lb Bond to 140lb index
- 215GB Hard Disk Drive (HDD) Memory Plus 2GB RAM Memory
- 10/100 Base-TX Network Interface Connection plus USB 2.0 Connectivity
- Standard: UFR II Printing. PCL, Adobe PostScript 3 (Direct Print Support for TIFF, JPEG. PDF, XPS, EPS)
- Print resolution up to 1200x1200 dpi
- Color Universal Send (Network Scan to folder, Scan to email, Scan to FTP)
- Large 7" WVGA full Color TFT Screen
- Security features (Dept ID Mgmt, Secured Print,etc...) see brochure for more info.

Please reference on PO: State of Texas Contract# DIR-TSO-3101

| ITEM NUMBER | MAKE / DESCRIPTION | AMOUNT |
|---|---|---|
| 8478B004AA | Image RUNNER ADVANCE C3325i | $73.10 |
| 0988C001AA | Cabinet Type J | $2.30 |
| 8472B001AA | Inner Finisher-G1 | $21.28 |
| Service Plan | Service for 3000 b/w and 800 color ($94.58) | |
| | SUBTOTAL: | $96.68 |
| | Service | $94.58 |
| | **GRAND TOTAL:** | $191.26 |

**Lease Option:** 36 month DIR-TSO-3101 for $96.68 per month plus service $ 94.58 = $191.26

**Service Plan:** Total service plan includes 3,000 b/w and 800 color per month. Total plan includes Toner, Drum, Labor and Parts. Overages billed at .0103 b/w and .0796 color per month.

*Service Plans do not include network related issues; we provide those services at an additional cost, please ask Sales Rep for additional network service plan options.*

_____
**Customer's Signature of Acceptance**

____/____/_____
**Date**

_____
**Joe Ramirez – Marketing Consultant**

____/____/_____
**Date**

# Canon

## State of Texas DIR-TSO-3101 Contract

| | |
|---|---|
| CPA Vendor # | 122305682200 |
| Payee ID#: | 1223056822 |
| Vendor Name: | Canon Financial Services/ ordered from Canon USA Inc. |
| Address: | 14904 COLLECTIONS CENTER DR |
| City, State, Zip | Chicago, IL 60693-0149 |

| | |
|---|---|
| Vendor: Reflect this Number on all Correspondence and Invoices. | |
| Quote No. | C815-05082017-DQM5937 |
| Date: | May 8, 2017 |
| Contract No. | DIR-TSO-3101 |

| Customer Name/Invoice Address: | Address for Delivery: |
|---|---|
| Hidalgo Co Precint 2 | Hidalgo Co Precint 2 |
| 1429 S Tower Rd | 1429 S Tower Rd |
| Alamo, Texas 78516 | Alamo, Texas 78516 |

| | | | |
|---|---|---|---|
| Agency Point of Contact: | Mary Ramirez | Phone: | 956-787-1891x 2004 |
| | | E-Mail: | mary.ramirez@co.hidalgo.tx.us |
| Agency Accounts Payable Contact: | | Phone: | |
| | | E-Mail: | |

| | | | |
|---|---|---|---|
| Securing Dealer | COPY GRAPHICS, INC | Address/ Phone Number | 221 N. 10th St McAllen, Tx 78501 / 956-631-0205 |
| Installing Dealer | COPY GRAPHICS, INC | Address/ Phone Number | 221 N. 10th St McAllen, Tx 78501 / 956-631-0205 |

****STATE SALES TAX EXEMPTION CERTIFICATE REQUIRED FOR EVERY ORDER.****

| Item codes | Description | Quantity | Unit Price | Total |
|---|---|---|---|---|
| 8478B004AA | **Canon IR-C3325i Advance Copier** | 36 | $73.10 | $2,631.60 |
| 0988C001AA | Cabinet Type - J | 36 | $2.30 | $82.80 |
| 8472B001AA | Inner Finisher - G1 | 36 | $21.28 | $766.08 |
| | | | | $0.00 |
| | | | | $0.00 |
| | | | | $0.00 |
| | | | | $0.00 |
| Service Plan | 3,000 b/w and 800 color copies per month | 36 | $94.58 | $3,404.88 |
| | overages billed at $ .0103 b/w and .0796 color | | | $0.00 |
| | __36__ MONTH DIR-TSO-3101 STATE OF TEXAS CONTRACT : | | | $0.00 |
| | $191.26 | | | $0.00 |
| **ALL ITEMS ABOVE MUST BE INCLUDED ON YOUR P.O.** | | | | $0.00 |
| | PO MADE TO: CANON FINANCIAL SERVICES<br>14904 COLLECTIONS CENTER DRIVE<br>CHICAGO, IL 60693 | | | $0.00 |
| | **Months encumbered to be determined by entity, if applicable | | | $0.00 |
| | | | | $0.00 |
| | | | Monthly Unit Total | $191.26 |
| | | | Total - Page 1 | $6,885.36 |

## Canon - State of Texas DIR-TSO-3101 Contract May 02,2017

LISTED PRICE OF CANON IR-C3325i AS FOUND IN (TEXAS DIR-CONTRACT #DIR-TSO-3101) Website

| Item# | Item Description | MSRP | %of MSRP | Texas DIR Price | Lease Price 36 Mos. | |
|---|---|---|---|---|---|---|
| 8478B004AA | IR-Advance C3325i | $6,615.00 | 64% | $ 2,381.00 | $ 78.57 | |
| 0988C001AA | Cabinet Type J | $137.00 | 45% | $ 75.00 | $ 2.48 | |
| 8472B001AA | Inner Finisher G1 | $1,260.00 | 45% | $693.00 | $ 22.87 | |
| Maintenance with toner included | imageRUNNER ADVANCE C3325i Click Charge | | Black White | 3000x $.0103 =30.90<br>800x .0796 = 63.68 | $ 94.58 | |
| | | | | Total/Mo | $198.50 | |

**The price below is the discounted price from Copy Graphics, Inc for system described above:**

**Quote for Hidalgo County Tax ------36 month lease**

| | | | | |
|---|---|---|---|---|
| 8478B004AA | **Canon IR-C3325i Advance Copier** | 36 | $73.10/mo | |
| 0988C001AA | CABINET TYPE J | 36 | $2.30/mo | |
| 8472B001AA | Inner Finisher - G1 | 36 | $21.28/mo | |
| SERVICE | 3,000 b/w and 800 color copies per month<br>overages billed at $ .0103 b/w and .0796 color | 36 | $94.58/mo | |
| | 36 MONTH DIR-TSO-3101 STATE OF TEXAS CONTRACT LEASE PER MONTH:<br>$191.26 | | | |
| | | **Monthly Unit Total** | **$191.26** | |

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



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

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
2017-214442

**Date Filed:**
05/26/2017

**Date Acknowledged:**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**
Canon Financial Services
Mt Laurel, NJ United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**
Hidalgo County

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**
DQM5937
Canon IR-C3325i - Requisition #343161

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

**5 Check only if there is NO Interested Party.** [X]

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

5/26/17 _____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said James Woods, this the 26th day of May, 20 17, to certify which, witness my hand and seal of office.

JACQUELINE KELLY
ID # 2243638
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires July 19, 2020

_____ | _____ | _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

**AI-60240** **Purchasing Department** **11. C.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted For:** Joseph Palacios, COMM. PCT. #4

**Submitted By:** Veronica Lopez, COMM. PCT. #4

**Department:** COMM. PCT. #4

---

**Information**

**CAPTION**

Pct. 4 Project Invoices-
Requesting acceptance and approval of the following invoices in connection with various Pct. #4 projects for processing and payment as submitted by project engineer:
1. South Texas Infrastructure Group, LLC - Sunflower Road Project - $10,870.95 - Invoice S17-036 - PO# 753585
2. L&G Engineering - San Carlos CRC Landscaping - Irrigation & Retaining Wall (WA#1) - $266.04 - Invoice No. 17-5-000004 - PO# 751864
3. L&G Engineering - Sanitation Collection Facility - $2,350.38 - Invoice No. 17-5-000003 - PO# 762125

**BACKGROUND**

---

**Fiscal Impact**

**CALENDAR YEAR:** 2017 **ACCT. #:** 7-1200-431-00-124-189-0-721

**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

PO# 753585

Funds available as of 06/09/17

**CALENDAR YEAR:** 2017 **ACCT. #:** 7-1100-419-40-124-123-0-740

**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

PO# 751864

Funds available as of 06/09/17

**CALENDAR YEAR:** 2017 **ACCT. #:** 7-1100-419-00-124-125-0-452

**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

PO# 762125

Funds available as of 06/09/17

---

**Attachments**

S17-036

17-5-000004

17-5-000003

---

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/09/2017 11:21 AM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |
| Form Started By: Veronica Lopez | | Started On: 06/09/2017 08:52 AM |
| Final Approval Date: 06/09/2017 | | |

SOUTH TEXAS INFRASTRUCTURE GROUP

# LETTER OF TRANSMITAL

**TO:**
**Hidalgo County Precinct No. 4**
*Lulu Lucio, CPM/*Executive Assistant
1051 Doolittle Road
Edinburg, Texas 78542

**DATE:**
**June 6, 2017**

**REF: Sunflower Road Street Improvements**

**TRANSMITTED:**

| | | |
|---|---|---|
| ☒ For Your Use | ☐ Please comment | ☐ Approved as Noted |
| ☐ As Requested | ☐ Reply ASAP | ☐ As Noted Below |

**VIA:**

| | | |
|---|---|---|
| ☐ US Mail | ☐ Courier | ☒ Hand Carry |
| ☐ E-Mail | ☐ Lonestar Overnight | ☐ Pick up |

| Original | DESCRIPTION |
|---|---|
| 1 | Request for Payment No. 2 |
| 1 | Invoice No. S17-036 (reflecting amounts of Request for Payment No. 2) |
| | |
| | |
| | |
| | |
| | |

**REMARKS:**
Enclosed you will find invoice for the above stated project. If you have any questions, please let us know.

Thank you,

Julio Cerda, P.E./President

Signed: _____

If enclosures are not as stated, please notify us.

# *HIDALGO COUNTY*
# *PRECINCT NO. 4*

**PROFESSIONAL SERVICES - ENGINEER / ARCHITECT**

REQUEST FOR PAYMENT NO: Two (2)

CITY/PRECINCT: Precinct No. 4
PROJECT NAME: Sunflower Road Project (Engineering Consulting)
ENG./ARCH. FIRM: South Texas Infrastructure Group, L.L.C.
ADDRESS: 900 South Stewart Road, Suite 13
CITY/STATE: Mission, Texas ZIP: 78572

Contract Amount: $43,993.50
ACCOUNT No.: C16-369-10-25

| SCOPE OF SERVICES | ESTIMATED AMOUNT | % COMPLETED TO DATE | TOTAL DUE | LESS PREVIOUS PAYMENTS | AMOUNT DUE THIS REQUEST |
|---|---|---|---|---|---|
| Surveying (FC 150) | $7,822.00 | 100% | $7,822.00 | $7,822.00 | $0.00 |
| Roadway Design Controls (FC 160) | $20,257.00 | 100% | $20,257.00 | $12,154.00 | $8,103.00 |
| Drainage (FC 161) | $4,752.00 | 100% | $4,752.00 | $2,851.00 | $1,901.00 |
| Signing, Pavement Markings & Signalization (FC 162) | $1,134.00 | 100% | $1,134.00 | $680.00 | $454.00 |
| Miscellaneous (FC 163) | $8,996.00 | 60% | $5,397.00 | $5,397.00 | $0.00 |
| Other Direct Expenses | $1,032.50 | 100% | $1,032.50 | $619.55 | $412.95 |
| **TOTAL** | **$43,993.50** | 91.82% | **$40,394.50** | **$29,523.55** | **$10,870.95** |

**Please **ATTACH** supporting documents to this request**

*I the undersigned certify that the above is true and correct to the best of my knowledge.*

Engineer/Architect Signature — June 6, 2017 Date — Julio Cerda, P.E./President (Print Name)

City/Precinct/UCP Signature — Date — (Print Name)

***Revised on: 09/01/2014***

SOUTH TEXAS INFRASTRUCTURE GROUP

*900 S. Steward Road, Suite 13*
*Mission, Texas 78572*
*Office#: (956) 424-3335*
*Fax#: (956) 424-3132*

*TBPE Reg. # F-15000*

# INVOICE S17-036

**BILL TO:**
Hidalgo County Precinct No. 4
**Attn: Commissioner Joseph Palacios**
1051 N. Doolittle Road
Edinburg, Texas 78542

**Date: June 6, 2017**

**RE: Sunflower Road Project-Precinct No. 4**
**Work Authorization No. 1 with Supplemental No. 1**

| | Contract Amount | Invoice to Date | Paid to Date | Current Amount Due | Contract Balance | AMOUNT |
|---|---|---|---|---|---|---|
| Surveying Services (FC 150) | $7,822.00 | $7,822.00 | $7,822.00 | $0.00 | $0.00 | 100.00% |
| Roadway Design Controls (FC 160) | $20,257.00 | $20,257.00 | $12,154.00 | $8,103.00 | $0.00 | 100.00% |
| Drainage (FC 161) | $4,752.00 | $4,752.00 | $2,851.00 | $1,901.00 | $0.00 | 100.00% |
| Signing, Pavement Markings & Signalization (FC 162) | $1,134.00 | $1,134.00 | $680.00 | $454.00 | $0.00 | 100.00% |
| Miscellaneous (FC 163) | $8,996.00 | $5,397.00 | $5,397.00 | $0.00 | $3,599.00 | 59.99% |
| Other Direct Expenses | $1,032.50 | $1,032.50 | $619.55 | $412.95 | $0.00 | 100.00% |
| **TOTAL:** | **$43,993.50** | **$40,394.50** | **$29,523.55** | | **$3,599.00** | **91.82%** |
| | | **GRAND TOTAL DUE:** | | **$10,870.95** | | |

**DIRECT ALL INQUIRIES TO:**
JULIO CERDA, P.E.
(956)451-2670
email: julio@southtexasig.com

**MAKE ALL CHECKS PAYABLE TO:**
**South Texas Infrastructure Group, L.L.C.**
**Attn: JULIO CERDA, P.E.**
**900 S. Stewart Road, Suite #13**
**Mission, TX 78572**

***THANK YOU FOR YOUR BUSINESS!***

# Purchase Order
# COUNTY OF HIDALGO

PO# 753585

DATE: 12/07/16

PAGE NO: 1 Of 1

PO TYPE:

VENDOR: 428140 REQ: 00308686

PHONE:

EMAIL:

SHIP TO: HIDALGO CO. PCT 4
1051 N. DOOLITTLE
EDINBURG TX 78542

CERDA, JULIO
SOUTH TEXAS INFRASTRUCTURE GROUP, LLC
900 S. STEWART ROAD, SUITE 13
MISSION TX 78572

CONTACT: NICK PEREZ (956)383-3112

SITE: COMMISSIONER, PRECINCT 4

CONTRACT NO: C-16-369-10-25

SPECIAL INSTRUCTIONS: PCT#1271

**VENDOR NOTES**

1. Do not add to, or alter this Purchase Order. This Order is not renewable.
2. TAX EXEMPTION: This Purchase Order may be accepted in lieu of Exemption Certificate.
3. This Order is also placed F.O.B. Destination. Vendor must repay all shipping costs.
4. Invoice each Purchase Order singly. Original invoices are required customer copy may be accepted. Out number must appear on all invoices, bills of lading, and packages.
5. Payment will be made only for bona fide and full completed orders, unless otherwise attached.

| QTY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | DO NOT DUPLICATE ORDER | | |
| | | C-16-369-10-25<br>Work Authorization No. 1 (estimated cost of $ 36,607.07)<br>South Texas Infrastructure Group, LLC for: "job specific"<br>project: "Sunflower Road" -Precinct No. 4<br>C-16-369-10-25<br>AI-56908<br>CC-10/25/2016 | | |
| 1.00 | LOT | CC ROADWAY DESIGN AND FIELD DESIGN SURVY SERVICES.<br>SUNFLOWER RD. | 36,607.07 | 36,607.07 |
| | | TOTAL: | | 36,607.07 |
| | | ********** For Hidalgo County use only | | |
| | | 6-1200-431-00-124-189-0-721 36,607.07 | | |

36607

RECEIVED BY
COUNTY ATTY
2017 FEB 7 PM 3:11

**Authorized by:** Martha L Salazar MD

L&G Engineering
Transportation Consultants

May 26, 2017

Commissioner Joseph Palacios
**Attn: Maria "Lulu" Lucio**
Hidalgo County Precinct No. 4
1102 N. Doolittle Rd.
Edinburg, TX 78539

**RE: San Carlos CRC Landscaping, Irrigation & Retaining Wall**
**Contract No. # C-16-305-10-04 - Work Authorization # 1**
**Project No. # E130602**
**P.O. # 751864**

Dear Ms. Lucio:

Attached for your review and approval is our invoice for the services rendered under Work Authorization #1 on the subject referenced project for the month of February.

The following is attached:

- L&G's Invoice # 17-5-000004
- Test Reports and progress letters as prepared and forwarded to Pct. No. 4 and all parties involved on the project.

Should you have any questions regarding this submittal or would like clarification on any aspect of the project, please do not hesitate to call me at (956) 565-0760.

Sincerely,

Ricardo A. Gil
General Manager
Laboratory Operations

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-9813 • Fax (956) 565-9018
900 S. Stewart Rd., Ste. 10 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

L&G Engineering
Transportation Consultants

May 26, 2017

Commissioner Joseph Palacios
Attn: Maria "LuLu" Lucio
Hidalgo County, Pct. #4
1102 N. Doolittle Rd.
Edinburg, Texas 78539

**RE: San Carlos CRC Landscaping, Irrigation, & Retaining Wall (WA #1)**

Dear Ms. Lucio:

Included for your use with this letter, are test reports **R002-56 thru R004-28** for **Construction Testing** performed on the above referenced project. Test results have met the required 3000 PSI @ 28 and 56 days.

L&G Engineering appreciates the opportunity to serve your material testing needs on this project and we look forward to working with you in the future.

If you have any questions, feel free to contact me at 956-565-0760.

Sincerely,

Ricardo A. Gil
General Manager

Attachments

CC: G & G Contractors

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-9813 • Fax (956) 565-9018
900 S. Stewart Rd., Ste. 10 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

L&G Consulting Engineers, Inc.

2100 W. Expressway 83 Mercedes, TX 78570 (956) 565-0760
900 S. Stewart Rd. Ste. 6 Mission, TX 78572 (956) 583-7117
3388 US Hwy 277 Carrizo Springs, TX (888) 565-9813

# CONCRETE COMPRESSION TEST REPORT

Project Description: San Carlos CRC Landscaping, Irrigation, & Retaining Wall (WA #1)
Client: Hidalgo County Pct. #4
Contractor: G & G Contractors

L&G Project Number: E130602
L&G Report Number: R004-28
Sample Date: 01/24/2017
Date Reported: 02/21/2017

Client PO: 751864



Placement Location: From SW Corner of Parking Lot 30' E
Mix ID: 3000 CRI Supplier: Central Ready Mix
Specified Strength: 3,000 P.S.I. @ 28 days
Specified Slump: N/A
Specified Air Content: N/A
Weather Conditions: Sunny, Very Windy
Time Batched: 1:10 pm Time Sampled: 2:25 pm
Plant Ticket No: 481560 Truck No: 310
Water: 0 gal.

Slump: 5.25"
Air Content: 1.3%
Air Temp.: 87°f
Concrete Temp.: 78°f
CY: 10

**Compressive Strength Data**

| Set No. | Identification | Test Date | Age (days) | Maximum Load (pounds) | Break Type | Comp. Strength (psi) | Average Strength (psi) | % of Design |
|---|---|---|---|---|---|---|---|---|
| 2 | A | 01/31/2017 | 7 | 63,525 | Type 3 | 2,250 | | 75.00% |
| | B | 01/31/2017 | 7 | 67,270 | Type 3 | 2,380 | 2,310 | 79.33% |
| | C | 02/21/2017 | 28 | 105,800 | Type 3 | 3,740 | | 124.67% |
| | D | 02/21/2017 | 28 | 103,285 | Type 3 | 3,650 | 3,700 | 121.67% |




**Remarks/Comments:**
6 x 12 in. Cylinders

Orig: Hidalgo County Pct. #4 (E130) (Hidalgo County Pct. #4)
(Edinburg, TX) Attn: Maria Lucio
(1-cc copy)
1-cc G & G Contractors Attn: Manuel Leal
1-cc Laboratory

Respectfully Submitted,
L&G Engineering

Ricardo A. Gil, Lab Manager

THIS REPORT APPLIES ONLY TO THE STANDARDS OR PROCEDURES INDICATED AND TO THE SAMPLE(S) TESTED AND/OR OBSERVED AND ARE NOT NECESSARILY INDICATIVE OF THE QUALITIES OF APPARENTLY IDENTICAL OR SIMILAR PRODUCTS OR PROCEDURES, NOR DO THEY REPRESENT AN ONGOING QUALITY ASSURANCE PROGRAM UNLESS SO NOTED. THESE REPORTS ARE FOR THE EXCLUSIVE USE OF THE ADDRESSED CLIENT AND ARE NOT TO BE REPRODUCED WITHOUT WRITTEN PERMISSION.
REPORT CREATED BY ElmTree SYSTEM

**Rosa Rodriguez**

**From:** Maria Lucio [maria.lucio@co.hidalgo.tx.us]
**Sent:** Monday, January 23, 2017 8:50 AM
**To:** Rick Gil
**Cc:** Hector Garcia; joseph palacios; Steven Cruz; Mario Garza, Jr.; Rene Garza; Manuel Leal
**Subject:** Re: San Carlos retaining wall- Landscape Project

**Importance:** High

Good Morning Rick,

Can we please schedule concrete testing for the San Carlos CRC- Landscape Project, retaining wall will be poured tomorrow at 1:30 pm.
Thank you!

Respectfully,

*Lulu Lucio, CPM*
Executive Assistant
Hidalgo County Precinct #4
Ph: 956- 292-7000 Ext. 4026
Fax:956-381-5905
maria.lucio@co.hidalgo.tx.us

---

**From:** "Manuel Leal" <mleal.gandg@gmail.com>
**To:** "Hector Garcia" <hector@matagarcia-architects.com>, "Maria Lucio" <maria.lucio@co.hidalgo.tx.us>
**Cc:** "joseph palacios" <joseph.palacios@co.hidalgo.tx.us>, "Steven Cruz" <steven.cruz@co.hidalgo.tx.us>, "Mario Garza, Jr." <mgarza@uigtexas.com>, "Rene Garza" <rgarzajr26@yahoo.com>
**Sent:** Monday, January 23, 2017 8:37:37 AM
**Subject:** San Carlos retaining wall

Hector, Mrs. Lucio,

We will be pouring the retaining wall that is to the east of the crc building starting tomorrow at 1:30 pm.
Mrs. Lucio please schedule the testing Lab.

Sincerely,
Manuel Leal
G&G CONTRACTORS

L&G Consulting Engineers, Inc.

2100 W. Expressway 83 Mercedes, TX 78570 (956) 565-0760
900 S. Stewart Rd. Ste. 6 Mission, TX 78572 (956) 583-7117
3388 US Hwy 277 Carrizo Springs, TX (888) 565-9813

# CONCRETE COMPRESSION TEST REPORT

Project Description: San Carlos CRC Landscaping, Irrigation, & Retaining Wall (WA #1)
Client: Hidalgo County Pct. #4
Contractor: G & G Contractors

L&G Project Number: E130602
L&G Report Number: R002-56
Sample Date: 12/27/2016
Date Reported: 02/21/2017

Client PO: 751864



Placement Location: South End Retaining Wall
Mix ID: 3000 CGI Supplier: CRM
Specified Strength: 3,000 P.S.I. @ 28 days
Specified Slump: N/A
Specified Air Content: N/A
Weather Conditions: Sunny & Hot
Time Batched: 10:50 am Time Sampled: 11:40 am
Plant Ticket No: 478677 Truck No: 299
Water: 0 gal.

Slump: 5.5"
Air Content: 3.4%
Air Temp.: 81°f
Concrete Temp.: 85°f
CY: 10

## Compressive Strength Data

| Set No. | Identification | Test Date | Age (days) | Maximum Load (pounds) | Break Type | Comp. Strength (psi) | Average Strength (psi) | % of Design |
|---|---|---|---|---|---|---|---|---|
| 1 | A | 01/03/2017 | 7 | 43,010 | Type 2 | 1,520 | | 50.67% |
| | B | 01/03/2017 | 7 | 42,175 | Type 4 | 1,490 | 1,510 | 49.67% |
| | C | 01/24/2017 | 28 | 83,375 | Type 3 | 2,950 | 2,950 | 98.33% |
| | D | 02/21/2017 | 56 | 101,190 | Type 3 | 3,580 | 3,580 | 119.33% |




**Remarks/Comments:**
6 x 12 in. Cylinders/ Note: Specimen met requirements at 56 days.

Charge: Hidalgo County Pct. #4
Attn: Maria Lucio, Program Manager
Orig: Hidalgo County Pct. #4 (E130) (Hidalgo County Pct. #4)
(Edinburg, TX) Attn: Maria Lucio
(1-cc copy)
1-cc G & G Contractors Attn: Manuel Leal
1-cc Laboratory

Respectfully Submitted,
L&G Engineering

Ricardo A. Gil, Lab Manager

THIS REPORT APPLIES ONLY TO THE STANDARDS OR PROCEDURES INDICATED AND TO THE SAMPLE(S) TESTED AND/OR OBSERVED AND ARE NOT NECESSARILY INDICATIVE OF THE QUALITIES OF APPARENTLY IDENTICAL OR SIMILAR PRODUCTS OR PROCEDURES, NOR DO THEY REPRESENT AN ONGOING QUALITY ASSURANCE PROGRAM UNLESS SO NOTED. THESE REPORTS ARE FOR THE EXCLUSIVE USE OF THE ADDRESSED CLIENT AND ARE NOT TO BE REPRODUCED WITHOUT WRITTEN PERMISSION.
REPORT CREATED BY ElmTree SYSTEM

**Billy Ortiz**

**From:** Rick Gil
**Sent:** Tuesday, December 27, 2016 10:06 AM
**To:** Billy Ortiz
**Subject:** Fwd: San carlos retaining wall

See the attached

Sent from my iPhone

Begin forwarded message:

> **From:** Maria Lucio <maria.lucio@co.hidalgo.tx.us>
> **Date:** December 27, 2016 at 9:50:58 AM CST
> **To:** Rick Gil <rgil@lgengineers.com>
> **Subject: Fwd: San carlos retaining wall**
>
> Rick,
> Just confirming that this is scheduled, thank you!
>
> Respectfully,
>
> *Lulu Lucio, CPM*
> Executive Assistant
> Hidalgo County Precinct #4
> Ph: 956- 292-7000 Ext. 4026
> Fax:956-381-5905
> maria.lucio@co.hidalgo.tx.us
>
> ---
>
> **From:** "Maria Lucio" <maria.lucio@co.hidalgo.tx.us>
> **To:** rgil@lgengineers.com
> **Cc:** "Manuel Leal" <mleal.gandg@gmail.com>, "Hector Garcia" <hector@matagarcia-architects.com>, "steven cruz" <steven.cruz@co.hidalgo.tx.us>
> **Sent:** Thursday, December 22, 2016 4:37:25 PM
> **Subject:** Fwd: San carlos retaining wall
>
> Good Afternoon Rick,
>
> Please the email with request below.
> This is for the landscape project.
>
> Thank you!
>
> Sent from my iPhone
>
> Begin forwarded message:

**From:** Manuel Leal <mleal.gandg@gmail.com>
**Date:** December 22, 2016 at 4:33:14 PM CST
**To:** maria.lucio@co.hidalgo.tx.us, Hector Garcia <hector@matagarcia-architects.com>, Rene Garza <rgarzajr26@yahoo.com>
**Subject: San carlos retaining wall**

Mrs Lucio,

Please schedule testing lab for concrete pour of the retaining wall in san carlos for tuesday am at 10 am.

Thanks,
Manuel Leal
G&G Contractors

L&G Consulting Engineers, Inc.

# INVOICE

**Invoice Date:** 05/25/2017
**Invoice No:** 17-5-000004



**2100 W. Expressway 83**
**Mercedes, TX 78570**
**Office (956) 565-0760 Fax (956) 565-6746**

**Client Address:** Hidalgo County Pct. #4
Maria Lucio, Program Manager
1102 N. Doolittle Rd.

Edinburg, TX. 78539

**Account No.:** E130
**Project No:** E130602
**Project Desc.:** San Carlos CRC Landscaping, Irrigation, & Retaining Wall (WA #1)
**Due Date:** UPON RECEIPT
**Budget/Remaining:** $9,501.62 / $7,884.22
**PO:** 751864

**========== Invoice Summary by Billing Code ==========**

| | Unit Rate | Qty | Extension |
|---|---|---|---|
| 920:92034 - Comp. Strength of Cyl. Specimen | $15.92 | 3.00 | $47.76 |
| 940:94047 - Eng. Tech. (Concrete / Lab) | $48.11 | 0.75 | $36.09 |
| 940:94054 - Engineering Specialist (Lab Mgr.) | $96.22 | 0.25 | $24.06 |
| 940:94054 - Laboratory Manager (Specialist) | $96.22 | 0.25 | $24.06 |
| 940:94055 - Engineer / P.E. | $121.69 | 0.50 | $60.84 |
| 950:95060 - Administrative / Clerical | $50.60 | 0.25 | $12.65 |
| 950:95060 - Administrative / Clerical | $53.60 | 0.25 | $13.40 |
| 950:95061 - Test Report | $23.59 | 2.00 | $47.18 |
| | | **Total for this Invoice:** | **$266.04** |

**========== Invoice Detail by Report ==========**

| Report No. | Sampled | Qty | Billing Code | Unit Type | Unit Rate | Extension |
|---|---|---|---|---|---|---|
| *R002-56* | *12/27/2016* | *1.00* | *920:92034 - Comp. Strength of Cyl. Specimen* | *Each* | *$15.92* | *$15.92* |
| *R002-56* | *12/27/2016* | *0.25* | *940:94047 - Eng. Tech. (Concrete / Lab)* | *Each* | *$48.11* | *$12.03* |
| *R002-56* | *12/27/2016* | *0.25* | *940:94054 - Engineering Specialist (Lab Mgr.)* | *Hour* | *$96.22* | *$24.06* |
| *R002-56* | *12/27/2016* | *0.25* | *940:94055 - Engineer / P.E.* | *Hour* | *$121.69* | *$30.42* |
| *R002-56* | *12/27/2016* | *0.25* | *950:95060 - Administrative / Clerical* | *Hour* | *$50.60* | *$12.65* |
| *R002-56* | *12/27/2016* | *1.00* | *950:95061 - Test Report* | *Each* | *$23.59* | *$23.59* |
| | | | | *Report Number R002-56 for a Subtotal of:* | | *$118.67* |
| *R004-28* | *01/24/2017* | *2.00* | *920:92034 - Comp. Strength of Cyl. Specimen* | *Each* | *$15.92* | *$31.84* |

**REMIT TO:** **2100 W. Expressway 83**
**Mercedes, TX 78570**
**Office (956) 565-0760 Fax (956) 565-6746**

**Net 30 Days**

**PAST DUE BALANCES SUBJECT TO 1.5% SERVICE CHARGE PER MONTH**
**PLEASE REFERENCE INVOICE NUMBER WITH PAYMENT**

L&G Consulting Engineers, Inc.

# INVOICE

**Invoice Date:** 05/25/2017
**Invoice No:** 17-5-000004



**2100 W. Expressway 83**
**Mercedes, TX 78570**
**Office (956) 565-0760 Fax (956) 565-6746**

========== Invoice Detail by Report ==========

| Report No. | Sampled | Qty | Billing Code | Unit Type | Unit Rate | Extension |
|---|---|---|---|---|---|---|
| *R004-28* | *01/24/2017* | *0.50* | *940:94047 - Eng. Tech. (Concrete / Lab)* | *Each* | *$48.11* | *$24.06* |
| *R004-28* | *01/24/2017* | *0.25* | *940:94054 - Laboratory Manager (Specialist)* | *Hour* | *$96.22* | *$24.06* |
| *R004-28* | *01/24/2017* | *0.25* | *940:94055 - Engineer / P.E.* | *Hour* | *$121.69* | *$30.42* |
| *R004-28* | *01/24/2017* | *0.25* | *950:95060 - Administrative / Clerical* | *Hour* | *$53.60* | *$13.40* |
| *R004-28* | *01/24/2017* | *1.00* | *950:95061 - Test Report* | *Each* | *$23.59* | *$23.59* |
| | | | | | *Report Number R004-28 for a Subtotal of:* | *$147.37* |
| | | | | | ***Total for this Invoice:*** | ***$266.04*** |

**REMIT TO:** **2100 W. Expressway 83**
**Mercedes, TX 78570**
**Office (956) 565-0760 Fax (956) 565-6746**

**Net 30 Days**

**PAST DUE BALANCES SUBJECT TO 1.5% SERVICE CHARGE PER MONTH**
**PLEASE REFERENCE INVOICE NUMBER WITH PAYMENT**

FILED
AT 2:45 O'CLOCK P.M
OCT 19 2016
ARTURO GUAJARDO JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

# HIDALGO COUNTY

**Professional Engineering Services**
**Contract # C-16-305-10-04**
**Work Authorization Form**

# WORK AUTHORIZATION NO. 1

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY,** action herein by and through the **Commissioner's Court,** hereinafter called the **"Owner,"** and, **L&G ENGINEERING** professional engineers of Mercedes, Texas, hereinafter called **"Engineer".**

**PART 1. SCOPE OF WORK**
The purpose of this Work Authorization is for the **Engineer** to provide **Construction Materials Testing Services for the *"San Carlos CRC Landscaping, Irrigation, & Retaining Wall"* Project in Hidalgo County Precinct No. Four (4)**

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be provided by the Engineer*** attached hereto.

**PART 2. ESTIMATED COST**
The estimated cost for services under this Work Authorization is **$9,501.62**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

**PART 3. PAYMENT**
Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 5.1 of the Agreement.

**PART 4. FUNDING**
This Work Authorization No. 1 shall be funded through funding source:
Account No. _____
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

**PART 5. PERIOD OF SERVICE**
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

**PART 6. RESPONSIBILITIES AND OBLIGATIONS**
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement.**

**PART 7. ACKNOWLEDGEMENT AND CONFIRMATION**
Acknowledgement and confirmation by Hidalgo County Precinct No. 4 Commissioner Joseph Palacios as to content and detail of this Work Authorization No. #1.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 4:

BY: Joseph Palacios

**PART 8. ACCEPTANCE AND APPROVAL**
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on 10/13/16 as indicated below and effective as of 13th day of October, 2016.

THE ENGINEER:
L&G ENGINEERING

By: Jacinto Garza, P.E.

THE OWNER:
HIDALGO COUNTY

Ramon Garcia
Hon. Ramon Garcia, County Judge

APPROVED BY
COMMISSIONERS' COURT
ON: 10/13/16

ATTEST:

Arturo Guajardo Jr., County Clerk

COMMISSIONERS COURT
HIDALGO COUNTY, TEXAS

**LIST OF ATTACHMENTS**

ATTACHMENT "A" - Service to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

ATTACHMENT "A"

## Scope of Services (Owner)

*PROJECT:* *"San Carlos CRC Landscaping, Irrigation, & Retaining Wall"* **Project in Hidalgo County Precinct No. Four (4)**

*SERVICES TO BE PROVIDED BY OWNER*

The County of Hidalgo will provide **L&G Engineering** with **Construction Documents, Plans and Specifications** for the *"San Carlos CRC Landscaping, Irrigation, & Retaining Wall"* **Project in Hidalgo County Precinct No. Four (4)**

ATTACHMENT "B"

## Scope of Services (Engineer)

*PROJECT:* *"San Carlos CRC Landscaping, Irrigation, & Retaining Wall"* **Project In Hidalgo County Precinct No. Four (4)**

*GENERAL SCOPE OF WORK*

The Scope of Work will entail providing **The County of Hidalgo** with **Construction Materials Testing Services.**

The Scope of Work is identified as follows:

- *Construction Materials Testing Services*

L&G Engineering will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Contract: The work is as follows:

*Construction Materials Testing Services*

L&G Engineering will provide **The County of Hidalgo** with **Construction Materials Testing Services** for the *"San Carlos CRC Landscaping, Irrigation, & Retaining Wall"* **Project in Hidalgo County Precinct No. Four (4)**

The services to be provided are as follows:

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Roads and Bridges to determine compliance of these materials with project plans and specifications.
- Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
- Field sampling and acceptance testing of fresh concrete, and Laboratory testing of hardened concrete to determine compliance with project plans and specifications. The following will not be inclusive of the Scope of Services unless it is otherwise requested:
    - Design Submittal Review
    - Trial Batch to Verify Concrete Design prior to placement
    - Concrete Batch Plant Inspection
- Field Compaction testing of Asphalt to ensure proper compaction during lay down operations.
- Field inspection, sampling and laboratory testing of Asphalt materials to determine their material properties and their compliance with project plans and specifications.
- Any additional laboratory testing as required/requested by **The County of Hidalgo and the project plans and specifications.**

- Provide accurate and timely reports to **The County of Hidalgo** and all/other recipients as designated by the County.

**Engineering Services**

L&G Engineering will provide an engineer's review of all test results to determine compliance with all project plans and specifications.

**Scheduling of Services**

L & G Engineering is prepared to make a commitment to **The County of Hidalgo's** materials testing needs. L & G Engineering makes every effort to respond to its clients as requests are received, and every effort will be made to keep scheduling conflicts to a minimum. As any other firm or business providing a service, L & G Engineering prefers to schedule field and laboratory work with as much advance notice as possible. L & G Engineering understands; however, that certain situations may occur when the Client may have a need for Materials Testing Services with as little or no advance notice. During these instances, L & G Engineering will make every effort to dispatch personnel to the project within one (1) hour of the Client's request for services.

**ATTACHMENT "C"**
**Work Schedule**

***PROJECT:*** ***"San Carlos CRC Landscaping, Irrigation, & Retaining Wall"*** **Project In Hidalgo County Precinct No. Four (4)**

*Work Schedule*

**L&G Engineering** will provide **Hidalgo County Pct. # 4** with **Construction Materials Testing Services** as outlined in **Contract Agreement C-16-305-10-04.**

**ATTACHMENT "D"**
## Cost Proposal

*PROJECT: "San Carlos CRC Landscaping, Irrigation, & Retaining Wall"* **Project In Hidalgo County Precinct No. Four (4)**

**See Attached**

Attachment "D"
L&G Engineering
San Carlos CRC Landscaping Irrigation & Retaining Wall
Prepared for Hidalgo County Precinct No. 4

| | | | | | |
|---|---|---|---|---|---|
| **In Situ Soils Testing-Laboratory** | | | | | |
| Standard Proctor | 2 | Ea. | $212.50 | $425.00 | *In Situ Subgrade Moisture-Density Testing on the following:* |
| Atterberg Limits of Soils | 2 | Ea. | $79.66 | $159.32 | |
| Material Finer #200 | 2 | Ea. | $66.47 | $132.94 | |
| pH testing | 4 | Ea. | $86.40 | $345.60 | |
| Sieve Analysis | 4 | Ea. | $95.76 | $383.04 | |
| Test Report | 6 | Ea. | $23.59 | $141.54 | |
| Technician (Soils) | 16 | Hr. | $48.11 | $769.76 | |
| Mileage (Trip Charge) | 160 | Mi. | $0.56 | $89.60 | |
| | | | Subtotal: | $2,446.80 | |
| **In Situ Soils Testing-Field** | | | | | |
| Field Density Test | 20 | Ea. | $23.91 | $478.20 | *Testing on the Following: 6 trips to perform testing* |
| Test Report | 6 | Ea. | $23.59 | $141.54 | |
| Technician (Soils) | 18 | Hr. | $48.11 | $865.98 | |
| Mileage (Trip Charge) | 240 | Mi. | $0.56 | $134.40 | |
| | | | Subtotal: | $1,620.12 | |
| **Cast in Place Concrete Testing - Retaining Walls** | | | | | |
| Air Content(Pressure Method) | 8 | Ea. | $23.86 | $143.16 | *6 site visits for placement testing* |
| Test Report | 6 | Ea. | $23.59 | $141.54 | |
| Technician (Concrete) | 18 | Hr. | $48.11 | $865.98 | |
| Mileage (Trip Charge) | 240 | Mi. | $0.56 | $134.40 | |
| | | | Subtotal: | $1,285.08 | |
| Cyl. Spec. Prep, Hold, Cure | 24 | Ea. | $12.00 | $288.00 | *Quantities based on sample pickup and deliver to laboratory for Compression Testing* |
| Comp. Str. Of Cyl. Specimen | 24 | Ea. | $15.92 | $382.08 | |
| Test Reports (7 and 28 day) | 12 | Ea. | $23.59 | $283.08 | |
| Technician (Concrete) | 18 | Hr. | $48.11 | $865.98 | |
| Mileage (Trip Charge) | 240 | Mi. | $0.56 | $134.40 | |
| | | | Subtotal: | $1,953.54 | |

| | | | |
|---|---|---|---|
| Estimated Field and Laboratory Test Fees | | | $7,305.54 |
| Admin/Clerical(Reports) (Hr.) | 8 | $56.60 | $452.80 |
| Laboratory Manager (Report Review)(Hr.) | 8 | $96.22 | $769.76 |
| Project Engineer (Report Review)(Hr.) | 8 | $121.69 | $973.52 |
| Estimated Materials Testing Total | | | $9,501.62 |

1. **AI-56820** a. Acceptance and approval on an Interlocal Agreement between County of Hidalgo and City of Donna for the provisions of joint efforts for the Mile 12 1/2 (FM 88 - FM 493) Road Improvement Project; and
b. Acceptance and approval of Interlocal Agreement Project: Improvements to Mile12 1/2 (FM 88 - FM 493) Road.

2. **AI-56811** Acceptance and approval of request by Precinct No.1 for Supplemental No. 1 through Work Authorization No. 3 as submitted by TEDSI Infrastructure Group-Contract #C-08-227-02-09-PO#741616 for modification to original scope of work as more specifically described in Attachment "D" with an increase of $176,000 to the original amount reflected on the work authorization.

3. **AI-56810** A. Pursuant to Article 14 of Contract #C-08-227-02-09 with TEDSI Infrastructure Group, a request for approval by engineer to permit the subcontracting of Halff & Associates, Inc and Aranda & Associates, Inc., in connection to Work Authorization No. 3 for the "Mile 6 West" project in Precinct One.

   B. Pursuant to Article 14 of Contract #C-08-227-02-09 with TEDSI Infrastructure Group, a request for approval by engineer to permit the subcontracting of Cordia SUE, LLC and Half & Associates, Inc., in connection to Work Authorization No. 4 for the "Mile 6 West" project in Precinct One.

C. **Pct. 2**

1. **AI-56834** Pursuant to contract with L&G Consulting Engineers, Inc. (Article 14), a request for approval by engineer to permit the subcontracting of B2Z Engineering, LLC in connection with Work Authorization No. 1 for the Pct 2 CRC Youth Facility Project.

2. **AI-56764** Authority to advertise (including the authority to re-advertise project in the event that no bids are received and/or are rejected and project is still required) with approval of RFB plans and specifications as developed and drafted by Project Engineer L & G Engineering, for "Regional Linear Park Project - Phase 1"-RFB No. 2016-378-11-30-YZV and subject to TxDOT's approval.

D. **Pct. 4** APPROVED

1. **AI-56824** Acceptance and approval of Work Authorization No. 1 (with an estimated cost of 9,501.62) as submitted by project engineer, L&G Consulting Engineers in connection with Contract# C-16-305-10-04.

19. **Open Forum**

# EXHIBIT "C"
# CONTRACT RATES

**L & G Engineering**
Transportation Consulting Engineers

Audited Overhead Rate FY 2015

| Labor/Staff Classification | Hourly Base Rate | Contract Rate FY 16 | Contract Rate *FY 17 |
|---|---|---|---|
| Principal | $ - | $ - | $ - |
| Senior Project Manager | $ 70.00 | $ 198.10 | $ 204.04 |
| Engineer (V) - Senior Engineer | $ 58.00 | $ 164.14 | $ 169.06 |
| Senior Environmental Planner/Specialist | $ 49.00 | $ 138.67 | $ 142.83 |
| Engineer (III) - Project Engineer | $ 43.00 | $ 121.69 | $ 125.34 |
| Engineering Lab Manager | $ 34.00 | $ 96.22 | $ 99.11 |
| Senior Engineer Tech / Geotechnical Engineer | $ 32.00 | $ 90.56 | $ 93.28 |
| Environmental Planner/Specialist (II) | $ 30.00 | $ 84.90 | $ 87.45 |
| Project Inspector (V) | $ 28.00 | $ 79.24 | $ 81.62 |
| Record Keeper | $ 27.00 | $ 76.41 | $ 78.70 |
| Environmental Planner/Specialist (I) | $ 26.00 | $ 73.58 | $ 75.79 |
| Project Inspector (I) | $ 22.00 | $ 62.26 | $ 64.13 |
| CADD Operator / GIS Analyst | $ 22.00 | $ 62.26 | $ 64.13 |
| Admin/Clerical | $ 20.00 | $ 56.60 | $ 58.30 |
| Soil & AggregateTechnician | $ 17.00 | $ 48.11 | $ 49.55 |
| Concrete Technician | $ 17.00 | $ 48.11 | $ 49.55 |
| Asphalt Technician | $ 17.00 | $ 48.11 | $ 49.55 |
| Negotiated Overhead Rate: 153.12%<br>Negotiated Profit Rate: 12.00%<br>Multiplier: 2.83 | Contract Rates Include labor, overhead,and profit<br>* Base Contract Rates FY 15 Increase by 3% per FY ( FY 17 and FY 18 ) | | |

| Other Direct Expenses: | Cost: |
|---|---|
| Lodging | $85/night |
| Meals | $36/day |
| Mileage | $0.56/mile |
| Car Rental | $75.00/day |
| 8 1/2" X 11" copies | $1.00/sheet |
| 11" X 17" copies | $1.50/sheet |
| 11" X 17" Mylar | $2.00/sheet |
| Overnight Mail - Letter Size | $15.00/Each |
| Overnight Mail - Oversized Box | $38.00/Each |



JG Approved 06/28/16

CONTRACT RATES

## GEOTECHNICAL & CONSTRUCTION MATERIALS TESTING SERVICES

### Direct Expenses

| Geotechnical Field Services | 2016 | 2017 |
|---|---|---|
| Mobilization (Drill Rig and Crew) | $441.66/Day | $454.91/Day |
| Stand-By Time | $194.18/Hr. | $200.01/Hr |
| Texas Cone Penetration Test (Tex-132) | $5.55/Ea. | $5.72/Ea. |
| Soil Boring / Solid Stem | $31.08/Lf | $32.01/Lf |
| Soil Boring / Hollow Stem | $31.08/Lf | $32.01/Lf |
| Soil Boring / Mud Rotary | $31.08/LF | $32.01/Lf |
| Mileage (Logger-Soil Tech) | $.55/Mi. | $.55/Mi. |
| Support Truck | $1.65/Mi. | $1.70/Mi. |
| Piezometer / Monitoring Well | By Quote | By Quote |

| Soil Testing | 2016 | 2017 |
|---|---|---|
| Moisture Content Determination - ASTM D2216/Tex-103-E | $10.55/Ea. | $10.87/Ea. |
| Determination of Liquid Limit of Soils - Tex-104-E | $53.15/Ea. | $54.74/Ea. |
| Determination of Plastic Limit of Soils - Tex-105-E | $53.37/Ea. | $54.97/Ea. |
| Atterberg Limits of Soils - ASTM D 4318/Tex-106-E | $79.66/Ea. | $82.05/Ea. |
| Bar Linear Shrinkage of Soils - Tex-107-E | $66.47/Ea. | $68.46/Ea. |
| Particle Size Analysis of Soils (Gradation) - ASTM D 422/Tex-110-E | $95.76/Ea. | $98.63/Ea. |
| Material Finer #200 Sieve - ASTM D 1140/Tex-111-E | $66.47/Ea. | $68.46/Ea. |
| Lime Series Testing (PI Relation) - Tex-112-E | $477.96/Ea. | $492.30/Ea. |
| Lime Series Testing (pH Relation) - Tex-121-E (Part III) | $518.40/Ea. | $533.95/Ea. |
| Moisture-Density Relationship (TxDOT) - Tex-113-E /Tex-114-E | $212.59/Ea. | $218.97/Ea. |
| Standard Proctor - ASTM D 698 | $205.82/Ea. | $211.99/Ea. |
| Modified Proctor - ASTM D 1557 | $212.50/Ea. | $218.88/Ea. |
| Field Density Test (Nuclear) - ASTM D 6938/Tex-115-E | $23.91/Ea. | $24.63/Ea. |
| Determination of Soil pH - Tex-128-E | $86.40/Ea. | $88.99/Ea. |
| Soil-Lime Testing - Tex-121-E (Part I) | $159.44/Ea. | $164.22/Ea. |
| Resistivity of Soils - Tex-129-E | $96.65/Ea. | $99.55/Ea. |
| Sulfate Content of Soils - Tex-145-E | $86.40/Ea. | $88.99/Ea. |
| Texas Wet Ball Mill (Material Quality) - Tex-116-E | $232.55/Ea. | $239.53/Ea. |
| Triaxial Compression (Dist. Soil & Base) - Tex-117-E | $350.00/Ea. | $360.50/Ea. |
| Unconfined Compression-Soil - ASTM D 2166 | $49.95/Ea. | $51.45/Ea. |
| Uniaxial Compression-Rock - ASTM D 7012 | $53.27/Ea. | $54.87/Ea. |
| Consolidation Test - ASTM D 2435 | $521.51/Ea. | $537.16/Ea. |

| Coarse & Fine Aggregate Quality Testing | 2016 | 2017 |
|---|---|---|
| Sieve Analysis (Dry)(4 Sieves) - ASTM C 136/Tex-200-F | $59.73/Ea. | $61.52/Ea. |
| Sieve Analysis (Washed)(4 Sieve) - ASTM C 136/Tex-200-F | $72.27/Ea. | $74.44/Ea. |
| Sieve Analysis (Conc. Aggregate)(5 Sieve) - Tex-401-A | $85.00/Ea. | $87.55/Ea. |
| Sieve Analysis (Additional Sieves) - All Methods | $13.31/Ea. | $13.71/Ea. |
| Deleterious Material (Coarse Aggr.) - Tex-217-F (Part I) | $46.50/Ea. | $47.90/Ea. |
| Deleterious Material (Concrete Aggr.) - Tex-413-A | $46.50/Ea. | $47.90/Ea. |
| Decantation (Coarse Aggr.) - Tex-217-F (Part II) | $46.50/Ea. | $47.90/Ea. |
| Decantation Test (Fine Aggr. - Conc.) - ASTM C 117/Tex-406-A | $46.50/Ea. | $47.90/Ea. |
| Specific Gravity/Absorp. (Conc. Aggr) - ASTM C127/Tex-403-A | $72.99/Ea. | $75.18/Ea. |
| L.A. Abrasion - ASTM C13/Tex-410-A | $564.55/Ea. | $581.49/Ea. |
| Soundness (5 Cycle Magnesium Sulfate) - ASTM C 88/Tex-411-A | $564.55/Ea. | $581.49/Ea. |
| SSD Unit Weight of Aggregates - ASTM C29/Tex-404-A | $66.47/Ea. | $68.46/Ea. |
| Percent Voids/Solids in Conc. Aggr. - Tex-405-A | $13.25/Ea. | $13.65/Ea. |

*(In Conjunction w/ SSD Unit Wt of Aggregates)



12/28/16

## CONTRACT RATES

| | | |
|---|---|---|
| Sand Equivalent - ASTM D 2419/Tex-203-F | $72.99/Ea | $75.18/Ea |
| Specific Gravity / Absorption (Fine Aggr.) - ASTM C 128/Tex -403-A | $79.67/Ea. | $82.06/Ea. |
| Organic Impurities in Fine Aggregate -ASTM C 87/Tex -408-A | $46.50/Ea. | $47.90/Ea. |
| Fineness Modulus of Fine Aggregate - Tex-402-A | $15.95/Ea. | $16.43/Ea. |
| Flat & Elongated Particles (Coarse Aggr.) - Tex-280-F | $60.00/Ea. | $61.80/Ea. |
| Coarse Aggr. Crushed Face (Coarse Aggr.) - Tex-460-A (Part I) | $80.00/Ea. | $82.40/Ea. |
| Acid Insoluble of Fine Aggregate - Tex-612-J | $86.40/Ea. | $88.99/Ea. |

| Pavement Testing (Mix & Roadway) / Asphalt Quality | 2016 | 2017 |
|---|---|---|
| Sieve Analysis (Paving Mix Gradation) - Tex-236-F/Tex-200-F | $90.00/Ea. | $92.70/Ea. |
| Asphalt Content - Tex-236-F | $90.00/Ea. | $92.70/Ea. |
| Voids in Mineral Aggr. (VMA) - Tex-207-F | $110.00/Ea. | $113.30/Ea. |
| Boil Test (Effect of Water on Paving Mix) - Tex-530-C/Tex-531-C | $86.40/Ea. | $88.99/Ea. |
| Indirect Tensile Strength Test - Tex-226-F | $600.00/Ea. | $618.00/Ea. |
| Moisture Content (Paving Mix) - Tex-212-F (Part II) | $15.00/Ea. | $15.45/Ea |
| Lab Molded Density - Tex-207-F | $80.00/Ea. | $82.40/Ea. |
| Hamburg Wheel Tracker - Tex-242-F | $900.00/Ea. | $927.00/Ea. |
| Field Coring – ACP Thickness - ASTM D 3549 | $66.47/Ea. | $68.46/Ea. |
| Pavement Thickness Det. (Full Depth) - ASTM D 3549 | $88.45/Ea. | $91.10/Ea. |
| Density of Cores (4 or 6 inch) (Set of 2) - Tex-207-F | $73.04/Ea. | $75.23/Ea. |
| In-Place Air Voids - Tex-207-F | $25.00/Ea. | $25.75/Ea. |
| Maximum Theoretical SPG (Rice Gravity) - Tex-227-F | $90.00/Ea. | $92.70/Ea. |
| Extraction/Sieve Analysis/Asphalt Content - Tex-210-F/Tex-200-F | $232.48/Ea. | $239.45/Ea. |
| Asphalt Rolling Pattern (Nuclear Method) - Tex-207-F (Part IV) | $39.86/Ea. | $41.06/Ea. |
| Segregation Profile - Tex-207-F (Part V) | $300.00/Ea. | $309.00/Ea. |
| Joint Density - Tex-207-F (Part VII) | $300.00/Ea. | $309.00/Ea. |
| Tack Coat Adhesion - Tex-243-F | $100.00/Ea. | $103.00/Ea. |
| Thermal Profile - Tex-244-F | $175.00/Ea. | $180.25/Ea. |
| Ride Quality - Tex-1001-S | By Quote | By Quote |

| Pavement Investigation (All Inclusive – QA Verification Field Sample) – Includes Core Exist. Asphalt for Thick. Perform Caliche Base Thick., Sieve Analysis & P.I., Stabilized Subgrade Thickness & P.I | $498.08/Ea. | $513.02/Ea. |
|---|---|---|

| Concrete/Masonry Field & Laboratory Testing | 2016 | 2017 |
|---|---|---|
| Temperature Test (Fresh Mix Conc.) - Tex-422-A | No Charge | No Charge |
| Slump Test - ASTM C 143/Tex-415-A | No Charge | No Charge |
| Air Content (Pressure Method) - ASTM C 138/Tex-416-A | $23.86/Ea. | $24.58/Ea. |
| Air Content (Volumetric) - ASTM C 173 | $26.56/Ea. | $27.36/Ea. |
| Casting of Concrete Cylinders - ASTM C 31/Tex-447-A | No Charge | No Charge |
| Cylindrical Specimen Prep./Hold/Cure - ASTM C 192/ Tex-447-A | $12.00/Ea. | $12.36/Ea. |
| Compressive Strength of Cyl. Specimen - ASTM C 39/Tex-418-A | $15.92/Ea. | $16.40/Ea. |
| Casting of Grout Prisms - ASTM C 1019 | No Charge | No Charge |
| Grout Prism Prep./Cure/Comp. Strength - ASTM C 39 | $33.23/Ea. | $34.23/Ea. |
| Casting of Mortar Cubes - ASTM C 780 | No Charge | No Charge |
| Mortar Cube Prep./Cure/Comp. Strength - ASTM C 109 | $32.48/Ea. | $33.45/Ea. |
| Masonry Unit Prep. /Comp. Str. (Set of 3) - ASTM C 140 | $232.41/Ea. | $239.38/Ea. |
| Masonry Unit SPG/Abs./Unit Wt. (Set of 3) - ASTM C 140 | $232.41/Ea. | $239.38/Ea. |

*(In Conjunction w/ Field Inspection)

## CONTRACT RATES

| Miscellaneous Testing | 2016 | 2017 |
|---|---|---|
| Drilled Shaft Slurry Density - Tex-130-E (Part II) | $25.00/Ea. | $25.75/Ea. |
| Drilled Shaft Slurry Sand Content - Tex-130-E (Part III) | $20.00/Ea. | $20.60/Ea. |
| Drilled Shaft Slurry Viscosity - Tex-130-E (Part IV) | $25.00/Ea. | $25.76/Ea. |

| Engineering Review, Evaluation, Management & Administration | | |
|---|---|---|
| Test Report | $23.59/Ea. | $24.30/Ea. |

The specific hourly rate within each classification listed under Labor/Staff Classification depends on the experience, training, and qualifications of the personnel. A two (2) hour minimum billing at the applicable rate will be assessed per visit to project site.

Services provided on Saturday, Sunday and all work in excess of "normal" work hours will be invoiced at an overtime rate 1.5 times the applicable rate for the work performed. The cost of services is based upon the assumption that services will be provided during "normal" working hours. Normal working hours are between 7:00 a.m. and 6:00 p.m., Monday through Friday.

| Expenses: | | |
|---|---|---|
| Mileage..... | .55/Mi. | .55/Mi. |

All other project specific, third-party costs will be charged at cost plus 10 percent.

# Requisition

Req # 00308434

PO # 751864

Date: 10/21/16

Bill To: x
x

Vendor: 280046
L & G CONSULTING ENGINEERS, INC.
2100 W. EXPRESSWAY 83
MERCEDES TX 78570
FAX (956)565-6746

Ship To: HIDALGO CO. PCT 4
1051 N. DOOLITTLE
EDINBURG TX 78542

Contact: NICK PEREZ
956-383-3112

Contract No: C-16-305-10-04

Special Instructions:
PCT#1257

| QUANTITY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | C-16-305-10-04<br>WORK AUTHORIZATION NO. 1 CONSTRUCTION MATERIAL TESTING SERVICES.<br>"SAN CARLOS CRC LANDSCAPING, IRRIGATION, & RETAINING WALL"<br>CC APPROVAL: 10/13/2016<br>AI-56824<br><br>DO NOT DUPLICATE ORDER | | |
| 1.00 | | CC "Construction Material Testing Services for the "San Carlos CRC Landscaping, Irrigation & Retaining Wall" | 9,501.62 | 9,501.62 |
| | | Account No | Encumbrance | |
| | | 6-1100-419-40-124-123-0-740 | 9,501.62 | |
| | | | Freight | .00 |
| | | | Total | 9,501.62 |

Authorized By: _____

L&G Engineering
Transportation Consultants

May 26, 2017

Commissioner Joseph Palacios
**Attn: Maria "Lulu" Lucio**
Hidalgo County Precinct No. 4
1102 N. Doolittle Rd.
Edinburg, TX 78539

**RE: RE: Work Authorization No.4- "Building Renovation Design & Site Improvement for Hidalgo County Pct. No. 4 Sanitation Collection Facility and M Road Building" Project In Hidalgo County Precinct No. Four (4)**

Dear Ms. Lucio:

Attached for your review and approval is our invoice for the services rendered under Work Authorization #4 on the subject referenced project for the month of May.

The following is attached:

- L&G's Invoice # 17-5-000003
- Test Reports and progress letters as prepared and forwarded to Pct. No. 4 and all parties involved on the project.

Should you have any questions regarding this submittal or would like clarification on any aspect of the project, please do not hesitate to call me at (956) 565-0760.

Sincerely,

Ricardo A. Gil
General Manager
Laboratory Operations

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-9813 • Fax (956) 565-9018
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

L&G Engineering
Transportation Consultants

May 26, 2017

Commissioner Joseph Palacios
Attn: Maria "LuLu" Lucio
Hidalgo County, Pct. #4
1102 N. Doolittle Rd.
Edinburg, Texas 78539

**RE: Sanitation Collection Facility (WA #4)**

Dear Ms. Lucio:

Included for your use with this letter, are test reports **R001 thru R006** for **Field & Laboratory Moisture Density and Field Density Testing** performed on the above referenced project. It should be noted that all test results have met or exceeded requirements.

L&G Engineering appreciates the opportunity to serve your material testing needs on this project and we look forward to working with you in the future.

If you have any questions, feel free to contact me at 956-565-0760.

Sincerely,

Ricardo A. Gil
General Manager

Attachments

CC: Synergy Builders of Texas
Steven Cruz (Hidalgo County)
Regino Salinas (Hidalgo County)
Trey Murray (Halff Assoc.)
Juan de Dios Chavez (Halff Assoc.)

# L&G Consulting Engineers, Inc.

# INVOICE

**Invoice Date:** 05/25/2017
**Invoice No:** 17-5-000003



**2100 W. Expressway 83**
**Mercedes, TX 78570**
**Office (956) 565-0760 Fax (956) 565-6746**

**Client Address:** Hidalgo County Pct. #4
Maria Lucio, Program Manager
1102 N. Doolittle Rd.

Edinburg, TX. 78539

**Account No.:** E130
**Project No:** E1301701
**Project Desc.:** Sanitation Collection Facility

**Due Date:** UPON RECEIPT
**Budget/Remaining:** $10,357.89 / $8,007.51

**========== Invoice Summary by Billing Code ==========**

| | Unit Rate | Qty | Extension |
|---|---|---|---|
| 910:91004 - Atterberg Limits Det | $82.05 | 3.00 | $246.15 |
| 910:91006 - Materials Finer #200 | $68.46 | 2.00 | $136.92 |
| 910:91009 - M-D ASTM D698 (Standard Proctor) (each) | $211.99 | 3.00 | $635.97 |
| 910:91011 - Field Density (Nuclear Method) | $24.63 | 6.00 | $147.78 |
| 940:94048 - Eng. Tech. (Soils / SP.) | $52.88 | 11.00 | $581.68 |
| 940:94054 - Laboratory Manager | $105.76 | 1.50 | $158.64 |
| 940:94055 - Project Engineer | $133.76 | 1.50 | $200.64 |
| 950:95058 - Vehicle Trip Charge | $0.55 | 176.00 | $96.80 |
| 950:95061 - Test Report | $24.30 | 6.00 | $145.80 |
| | | **Total for this Invoice:** | **$2,350.38** |

**========== Invoice Detail by Report ==========**

| Report No. | Sampled | Qty | Billing Code | Unit Type | Unit Rate | Extension |
|---|---|---|---|---|---|---|
| *R001* | *05/15/2017* | *1.00* | *910:91004 - Atterberg Limits Det* | *Each* | *$82.05* | *$82.05* |
| *R001* | *05/15/2017* | *1.00* | *910:91006 - Materials Finer #200* | *Each* | *$68.46* | *$68.46* |
| *R001* | *05/15/2017* | *1.00* | *910:91009 - M-D ASTM D698 (Standard Proctor) (each)* | *Each* | *$211.99* | *$211.99* |
| *R001* | *05/15/2017* | *1.00* | *940:94048 - Eng. Tech. (Soils / SP.)* | *Hour* | *$52.88* | *$52.88* |
| *R001* | *05/15/2017* | *0.25* | *940:94054 - Laboratory Manager* | *Hour* | *$105.76* | *$26.44* |
| *R001* | *05/15/2017* | *0.25* | *940:94055 - Project Engineer* | *Hour* | *$133.76* | *$33.44* |
| *R001* | *05/15/2017* | *1.00* | *950:95061 - Test Report* | *Each* | *$24.30* | *$24.30* |
| | | | | *Report Number R001 for a Subtotal of:* | | *$499.56* |

**REMIT TO:** **2100 W. Expressway 83**
**Mercedes, TX 78570**
**Office (956) 565-0760 Fax (956) 565-6746**

**Net 30 Days**

**PAST DUE BALANCES SUBJECT TO 1.5% SERVICE CHARGE PER MONTH**
**PLEASE REFERENCE INVOICE NUMBER WITH PAYMENT**

L&G Consulting Engineers, Inc.

# INVOICE

**Invoice Date:** 05/25/2017
**Invoice No:** 17-5-000003



**2100 W. Expressway 83**
**Mercedes, TX 78570**
**Office (956) 565-0760 Fax (956) 565-6746**

**========== Invoice Detail by Report ==========**

| Report No. | Sampled | Qty | Billing Code | Unit Type | Unit Rate | Extension |
|---|---|---|---|---|---|---|
| *R005* | *05/17/2017* | *44.00* | *950:95058 - Vehicle Trip Charge* | *Mile* | *$0.55* | *$24.20* |
| *R005* | *05/17/2017* | *1.00* | *950:95061 - Test Report* | *Each* | *$24.30* | *$24.30* |
| | | | | *Report Number R005 for a Subtotal of:* | | *$263.40* |
| *R006* | *05/18/2017* | *3.00* | *910:91011 - Field Density (Nuclear Method)* | *Each* | *$24.63* | *$73.89* |
| *R006* | *05/18/2017* | *2.00* | *940:94048 - Eng. Tech. (Soils / SP.)* | *Hour* | *$52.88* | *$105.76* |
| *R006* | *05/18/2017* | *0.25* | *940:94054 - Laboratory Manager* | *Hour* | *$105.76* | *$26.44* |
| *R006* | *05/18/2017* | *0.25* | *940:94055 - Project Engineer* | *Hour* | *$133.76* | *$33.44* |
| *R006* | *05/18/2017* | *44.00* | *950:95058 - Vehicle Trip Charge* | *Mile* | *$0.55* | *$24.20* |
| *R006* | *05/18/2017* | *1.00* | *950:95061 - Test Report* | *Each* | *$24.30* | *$24.30* |
| | | | | *Report Number R006 for a Subtotal of:* | | *$288.03* |
| | | | | | ***Total for this Invoice:*** | ***$2,350.38*** |

**REMIT TO:** **2100 W. Expressway 83**
**Mercedes, TX 78570**
**Office (956) 565-0760 Fax (956) 565-6746**

**Net 30 Days**

**PAST DUE BALANCES SUBJECT TO 1.5% SERVICE CHARGE PER MONTH**
**PLEASE REFERENCE INVOICE NUMBER WITH PAYMENT**

L&G Consulting Engineers, Inc.

2100 W. Expressway 83 Mercedes, TX 78570 (956) 565-0760
900 S. Stewart Rd. Ste. 6 Mission, TX 78572 (956) 583-7117
3388 US Hwy 277 Carrizo Springs, TX (888) 565-9813

# PROCTOR
# TEST REPORT

Project Description: Sanitation Collection Facility
Client: Hidalgo County Pct. #4
Contractor: Hidalgo County Pct. #4

L&G Project Number: E1301701
L&G Report Number: R001
Sample Date: 05/15/2017
Date Reported: 05/23/2017



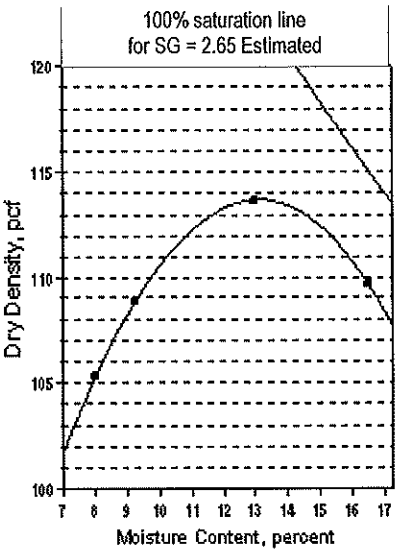
**Compaction Method:** ASTM D-698
**Material Description:** Select Fill

**Specific Gravity: 2.65**

**Liquid Limit: 26**
**Plastic Limit: 15**
**Plasticity Index: 11**
**% Passing No. 200: 48**
**Group Symbol: SC**

| Specimen No.: | 1 | 2 | 3 | 4 |
|---|---|---|---|---|
| Moisture, %: | 8.1 | 9.2 | 12.9 | 16.4 |
| Dry Density (pcf): | 105.6 | 108.9 | 113.6 | 109.9 |

**Maximum Dry Density in P.C.F.:** 113.7
**Optimum Moisture (%):** 13.1




**Remarks:** Sampled from Filigonia Pit (Stockpile)
**Test Method:** ASTM D-698 Method-A, ASTM D-4318, ASTM D-1140

Orig: Hidalgo County Pct. #4 (E130) (Hidalgo County Pct. #4)
(Edinburg, TX) Attn: Maria Lucio
(1-cc copy)
1-cc Hidalgo County Pct. #4 (E130) (Hidalgo County Pct. #4)
Attn: Maria Lucio
1-cc Laboratory

Respectfully Submitted,
L&G Engineering

Ricardo A. Gil, Lab Manager

THIS REPORT APPLIES ONLY TO THE STANDARDS OR PROCEDURES INDICATED AND TO THE SAMPLE(S) TESTED AND/OR OBSERVED AND ARE NOT NECESSARILY INDICATIVE OF THE QUALITIES OF APPARENTLY IDENTICAL OR SIMILAR PRODUCTS OR PROCEDURES, NOR DO THEY REPRESENT AN ONGOING QUALITY ASSURANCE PROGRAM UNLESS SO NOTED. THESE REPORTS ARE FOR THE EXCLUSIVE USE OF THE ADDRESSED CLIENT AND ARE NOT TO BE REPRODUCED WITHOUT WRITTEN PERMISSION.
REPORT CREATED BY ElmTree SYSTEM

L&G Consulting Engineers, Inc.

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900 S. Stewart Rd. Ste. 6 Mission, TX 78572 (956) 583-7117
3388 US Hwy 277 Carrizo Springs, TX (888) 565-9813

# PROCTOR
# TEST REPORT

Project Description: Sanitation Collection Facility
Client: Hidalgo County Pct. #4
Contractor: Hidalgo County Pct. #4

L&G Project Number: E1301701
L&G Report Number: R002
Sample Date: 05/15/2017
Date Reported: 05/23/2017



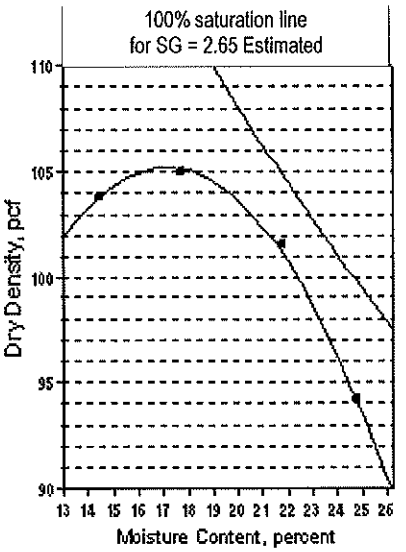
**Compaction Method:** ASTM D-698
**Material Description:** In-situ Subgrade

**Specific Gravity: 2.65**

**Liquid Limit: 42**
**Plastic Limit: 13**
**Plasticity Index: 29**
**% Passing No. 200: 63**
**Group Symbol: CL**

| Specimen No.: | 1 | 2 | 3 | 4 |
|---|---|---|---|---|
| Moisture, %: | 14.4 | 17.8 | 21.7 | 24.8 |
| Dry Density (pcf): | 103.7 | 105.0 | 101.5 | 94.10 |

**Maximum Dry Density in P.C.F.:** 105.2
**Optimum Moisture (%):** 17.1




**Remarks:** Sampled from jobsite (Stockpile)
**Test Method:** ASTM D-698 Method-A, ASTM D-4318, ASTM D-1140

Orig: Hidalgo County Pct. #4 (E130) (Hidalgo County Pct. #4)
(Edinburg, TX) Attn: Maria Lucio
(1-cc copy)
1-cc Hidalgo County Pct. #4 (E130) (Hidalgo County Pct. #4)
Attn: Maria Lucio
1-cc Laboratory

Respectfully Submitted,
L&G Engineering

Ricardo A. Gil, Lab Manager

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REPORT CREATED BY ElmTree SYSTEM

L&G Consulting Engineers, Inc.

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900 S. Stewart Rd. Ste. 6 Mission, TX 78572 (956) 583-7117
3388 US Hwy 277 Carrizo Springs, TX (888) 565-9813

# PROCTOR TEST REPORT

Project Description: Sanitation Collection Facility
Client: Hidalgo County Pct. #4
Contractor: Hidalgo County Pct. #4

L&G Project Number: E1301701
L&G Report Number: R003
Sample Date: 05/15/2017
Date Reported: 05/18/2017



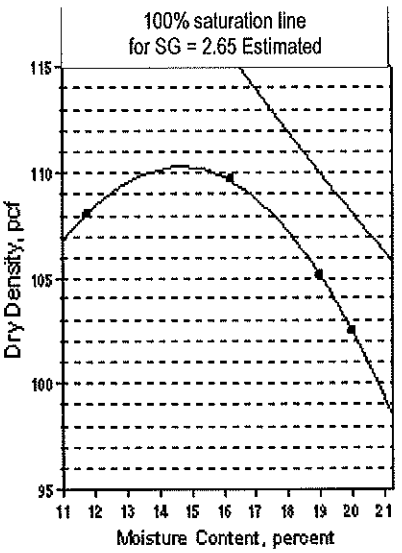
**Compaction Method:** ASTM D-698
**Material Description:** Salvage Base Material

**Specific Gravity: 2.65**

**Liquid Limit: 35**
**Plastic Limit: 20**
**Plasticity Index: 15**

| Specimen No.: | 1 | 2 | 3 | 4 |
|---|---|---|---|---|
| Moisture, %: | 11.8 | 16.3 | 18.9 | 19.9 |
| Dry Density (pcf): | 108.1 | 109.7 | 105.1 | 102.8 |

**Maximum Dry Density in P.C.F.:** 110.2
**Optimum Moisture (%):** 14.7




**Remarks:** Sampled from jobsite (Stockpile)
**Test Method:** ASTM D-698 Method-A, ASTM D-4318

Orig: Hidalgo County Pct. #4 (E130) (Hidalgo County Pct. #4)
(Edinburg, TX) Attn: Maria Lucio
(1-cc copy)
1-cc Hidalgo County Pct. #4 (E130) (Hidalgo County Pct. #4)
Attn: Maria Lucio
1-cc Laboratory

Respectfully Submitted,
L&G Engineering

Ricardo A. Gil, Lab Manager

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REPORT CREATED BY ElmTree SYSTEM

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900 S. Stewart Rd. Ste. 6 Mission, TX 78572 (956) 583-7117
3388 US Hwy 277 Carrizo Springs, TX (888) 565-9813

# FIELD DENSITIES TEST REPORT

Project Description: Sanitation Collection Facility
Client: Hidalgo County Pct. #4
Contractor: Hidalgo County Pct. #4

L&G Project Number: E1301701
L&G Report Number: R004
Sample Date: 05/15/2017
Date Reported: 05/15/2017



| Specification No. | Specification Required % Proctor | Moisture Tolerance Minimum | Maximum |
|---|---|---|---|
| 1 | 95 | 15.1 | 20.1 |
| 2 | 95 | 12.7 | 17.7 |

| Proctor No | Optimum % Moisture | Opt. Density, LB/CF |
|---|---|---|
| IS MD2 | 17.1 | 105.2 |
| SVB MD1 | 14.7 | 110.2 |

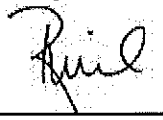
**Material Description** In-Situ Subgrade/ Salvage Base

| Test No. | Test Location | Proctor No | Spec. No. | Moisture Content | Dry Density | Percent Compaction | Depth (inch) |
|---|---|---|---|---|---|---|---|
| 3 | Building Pad 15' S. 12' E. of N.W. Corner Final Lift | IS MD2 | 1 | **16.3%** | **108.0 pcf** | **102.7% (Pass)** | **6"** |
| 1 | Building Pad 40' S. 20' E. of N.W. Corner Final Lift | SVB MD1 | 2 | **11.0%** | **120.8 pcf** | **109.6% (Fail)** | **6"** |
| 2 | Building Pad 10'S. 50' E. of N.W. Corner Final Lift | SVB MD1 | 2 | **11.7%** | **121.8 pcf** | **110.5% (Fail)** | **6"** |

Remarks: Field Test No.S' 1&2 Failed to Meet Requirements .
Test Methods: ASTM D2922, D3017

Orig: Hidalgo County Pct. #4 (E130) (Hidalgo County Pct. #4) (Edinburg, TX) Attn: Maria Lucio (1-cc copy)
1-cc Hidalgo County Pct. #4 (E130) (Hidalgo County Pct. #4) Attn: Maria Lucio
1-cc Laboratory

Respectfully Submitted,
L&G Engineering



Ricardo A. Gil, Lab Manager

THIS REPORT APPLIES ONLY TO THE STANDARDS OR PROCEDURES INDICATED AND TO THE SAMPLE(S) TESTED AND/OR OBSERVED AND ARE NOT NECESSARILY INDICATIVE OF THE QUALITIES OF APPARENTLY IDENTICAL OR SIMILAR PRODUCTS OR PROCEDURES, NOR DO THEY REPRESENT AN ONGOING QUALITY ASSURANCE PROGRAM UNLESS SO NOTED. THESE REPORTS ARE FOR THE EXCLUSIVE USE OF THE ADDRESSED CLIENT AND ARE NOT TO BE REPRODUCED WITHOUT WRITTEN PERMISSION.
REPORT CREATED BY ElmTree SYSTEM

## Rick Gil

**From:** Maria Lucio [maria.lucio@co.hidalgo.tx.us]
**Sent:** Friday, May 12, 2017 11:12 AM
**To:** Rick Gil
**Cc:** Synergy Builders Of Texas; steven cruz; regino salinas; Murray, Trey; Juan de Dios Chávez; Nick Perez
**Subject:** Recovery and Motor Pool Project-C-15-3010-09-15 WA4

**Importance:** High

Good Morning Rick,

As per your on call contract C-15-3010-09-15 WA#4, please schedule moisture density testing for Monday, May 15, 2017 at 9:00am.
A representative from the contractor and County will be there, thank you!

Respectfully,

Lulu Lucio, CPM
Executive Assistant
Hidalgo County Precinct #4
Ph: 956- 292-7000 Ext. 4026
Fax:956-381-5905
maria.lucio@co.hidalgo.tx.us

----- Forwarded Message -----
From: "Synergy Builders Of Texas" <estimating@synergybuildersoftexas.com>
To: "Maria Lucio" <maria.lucio@co.hidalgo.tx.us>
Cc: "steven cruz" <steven.cruz@co.hidalgo.tx.us>, "regino salinas" <regino.salinas@co.hidalgo.tx.us>, "Trey Murray" <tmurray@halff.com>, "Juan de Dios Chávez" <jchavez@halff.com>
Sent: Thursday, May 11, 2017 8:13:41 PM
Subject: Re: Recovery and motor pool project

9:00am

Sent from my iPhone

> On May 11, 2017, at 7:56 PM, Maria Lucio <maria.lucio@co.hidalgo.tx.us> wrote:
>
> What time on Monday ?
>
> Sent from my iPhone
>
>> On May 11, 2017, at 7:55 PM, Synergy Builders Of Texas <estimating@synergybuildersoftexas.com> wrote:
>>
>> Can we schedule them for Monday please.
>>
>> George
>>
>>> On May 11, 2017, at 2:57 PM, Maria Lucio <maria.lucio@co.hidalgo.tx.us> wrote:
>>>
>>> Good Afternoon George,
>>>

>>> Please let me know what day and time you will need testing so that I can advise the lab.
>>> We normally ask for a 24 hour notice via email so that we can forward to the lab.
>>>
>>> Thank you!
>>>
>>> Respectfully,
>>>
>>> Lulu Lucio, CPM
>>> Executive Assistant
>>> Hidalgo County Precinct #4
>>> Ph: 956- 292-7000 Ext. 4026
>>> Fax:956-381-5905
>>> maria.lucio@co.hidalgo.tx.us
>>>
>>> ----- Original Message -----
>>> From: "Synergy Builders Of Texas" <estimating@synergybuildersoftexas.com>
>>> To: "Maria Lucio" <maria.lucio@co.hidalgo.tx.us>
>>> Sent: Thursday, May 11, 2017 2:50:24 PM
>>> Subject: Recovery and motor pool project
>>>
>>> Lulu,
>>> Can we please have L&G provide us with a moisture density determination for the above mentioned project.
>>>
>>> Let me know if you have questions.
>>>
>>> Thanks
>>> George
>>

L&G Consulting Engineers, Inc.

2100 W. Expressway 83 Mercedes, TX 78570 (956) 565-0760
900 S. Stewart Rd. Ste. 6 Mission, TX 78572 (956) 583-7117
3388 US Hwy 277 Carrizo Springs, TX (888) 565-9813

# FIELD DENSITIES
# TEST REPORT

Project Description: Sanitation Collection Facility
Client: Hidalgo County Pct. #4
Contractor: Hidalgo County Pct. #4

L&G Project Number: E1301701
L&G Report Number: R005
Sample Date: 05/18/2017
Date Reported: 05/18/2017



**Material Description** Salvage Base
**Required % Proctor** 95 **Moisture Tolerance** -2+3

| Proctor No | Optimum % Moisture | Opt. Density, LB/CF |
|---|---|---|
| SVB MD1 | 14.7 | 110.2 |

| Test No. | Test Location | Proctor No | Moisture Content | Dry Density | Percent Compaction | Depth (inch) |
|---|---|---|---|---|---|---|
| 1 | (RETEST) Building Pad 15' S. 40' E. of N.W. Corner Final Lift | SVB MD1 | **14.5%** | **113.9 pcf** | **103.4% (Pass)** | **6"** |
| 2 | (RETEST) Building Pad 45' S. 20' E. of N.W. Corner Final Lift | SVB MD1 | **14.2%** | **117.7 pcf** | **106.8% (Pass)** | **6"** |

Remarks: Test results are in general compliance with the project specifications except as noted.
Test Methods: ASTM D2922, D3017

Orig: Hidalgo County Pct. #4 (E130) (Hidalgo County Pct. #4) (Edinburg, TX) Attn: Maria Lucio (1-cc copy)
1-cc Hidalgo County Pct. #4 (E130) (Hidalgo County Pct. #4) Attn: Maria Lucio
1-cc Laboratory

Respectfully Submitted,
L&G Engineering

Ricardo A. Gil, Lab Manager

THIS REPORT APPLIES ONLY TO THE STANDARDS OR PROCEDURES INDICATED AND TO THE SAMPLE(S) TESTED AND/OR OBSERVED AND ARE NOT NECESSARILY INDICATIVE OF THE QUALITIES OF APPARENTLY IDENTICAL OR SIMILAR PRODUCTS OR PROCEDURES, NOR DO THEY REPRESENT AN ONGOING QUALITY ASSURANCE PROGRAM UNLESS SO NOTED. THESE REPORTS ARE FOR THE EXCLUSIVE USE OF THE ADDRESSED CLIENT AND ARE NOT TO BE REPRODUCED WITHOUT WRITTEN PERMISSION.
REPORT CREATED BY ElmTree SYSTEM

L&G Consulting Engineers, Inc.

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900 S. Stewart Rd. Ste. 6 Mission, TX 78572 (956) 583-7117
3388 US Hwy 277 Carrizo Springs, TX (888) 565-9813

# FIELD DENSITIES
# TEST REPORT

Project Description: Sanitation Collection Facility
Client: Hidalgo County Pct. #4
Contractor: Hidalgo County Pct. #4

L&G Project Number: E1301701
L&G Report Number: R006
Sample Date: 05/19/2017
Date Reported: 05/19/2017



**Material Description** Select Fill
**Required % Proctor** 95 **Moisture Tolerance** -2+3

| Proctor No | Optimum % Moisture | Opt. Density, LB/CF |
|---|---|---|
| SLF MD3 | 13.1 | 113.7 |

| Test No. | Test Location | Proctor No | Moisture Content | Dry Density | Percent Compaction | Depth (inch) |
|---|---|---|---|---|---|---|
| 1 | Storage Pad 25' W. 5' S. of N.E. Corner 1st Lift | SLF MD3 | 14.0% | 111.9 pcf | 98.4% (Pass) | 6" |
| 2 | Storage Pad 30'E. 20' S. of N.W. Corner 1st Lift | SLF MD3 | 12.5% | 111.2 pcf | 97.8% (Pass) | 6" |
| 3 | Storage Pad 28' E. 10' N. of S.W. Corner 1st Lift | SLF MD3 | 14.0% | 110.8 pcf | 97.4% (Pass) | 6" |

Remarks: Test results are in general compliance with the project specifications except as noted.
Test Methods: ASTM D2922, D3017

Orig: Hidalgo County Pct. #4 (E130) (Hidalgo County Pct. #4) (Edinburg, TX) Attn: Maria Lucio (1-cc copy)
1-cc Hidalgo County Pct. #4 (E130) (Hidalgo County Pct. #4) Attn: Maria Lucio
1-cc Laboratory

Respectfully Submitted,
L&G Engineering



Ricardo A. Gil, Lab Manager

THIS REPORT APPLIES ONLY TO THE STANDARDS OR PROCEDURES INDICATED AND TO THE SAMPLE(S) TESTED AND/OR OBSERVED AND ARE NOT NECESSARILY INDICATIVE OF THE QUALITIES OF APPARENTLY IDENTICAL OR SIMILAR PRODUCTS OR PROCEDURES, NOR DO THEY REPRESENT AN ONGOING QUALITY ASSURANCE PROGRAM UNLESS SO NOTED. THESE REPORTS ARE FOR THE EXCLUSIVE USE OF THE ADDRESSED CLIENT AND ARE NOT TO BE REPRODUCED WITHOUT WRITTEN PERMISSION.
REPORT CREATED BY ElmTree SYSTEM

**Rick Gil**

**From:** Nick Perez [nick.perez@co.hidalgo.tx.us]
**Sent:** Thursday, May 18, 2017 9:34 AM
**To:** Rick Gil
**Cc:** steven cruz; Sabrina Rodriguez
**Subject:** Material Test

Good Morning Rick,

As per your on call contract C-15-301-09-15 WA#4, please schedule moisture density testing for Thursday May 18 at 4:00pm and for Friday May 19 at 1:00pm.
A representative from the contractor and County will be there, thank you!
P.O. 745536.

Respectfully,

Nick Perez

Hidalgo County Pct.#4
1051 N. Doolittle Rd.
Edinburg, TX 78539

Office: (956)383-3112 Ext. 4008
Fax: (956)381-5905
E-Mail: Nick.Perez@co.hidalgo.tx.us

# Purchase Order
# COUNTY OF HIDALGO

PO# 762125

DATE: 05/19/17

PAGE NO: 1 Of 1

PO TYPE:

VENDOR: 280046 REQ: 00342651

PHONE: (956)565-9813

Fax: (956)565-6746 EMAIL:

L & G CONSULTING ENGINEERS, INC.
2100 W. EXPRESSWAY 83
MERCEDES TX 78570

SHIP TO: HIDALGO CO. PCT 4
1051 N. DOOLITTLE
EDINBURG TX 78542

CONTACT: VLopez (956)383-3112

SITE: COMMISSIONER, PRECINCT 4

CONTRACT NO: C-15-301-09-15

SPECIAL INSTRUCTIONS: Pct. 4 Req # 640

**VENDOR NOTES**

1. Do not add to, or alter this Purchase Order. This Order is not renewable.
2. TAX EXEMPTION: This Purchase Order may be accepted in lieu of Exemption Certificate.
3. This Order is also placed F.O.B. Destination. Vendor must repay all shipping costs.
4. Invoice each Purchase Order singly. Original invoices are required customer copy may be accepted. Out number must appear on all invoices, bills of lading, and packages.
5. Payment will be made only for bona fide and full completed orders, unless otherwise attached.

| QTY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | DO NOT DUPLICATE ORDER | | |
| | | C-15-301-09-15 EXP. UPON COMPLETION<br>CC APPROVAL ON 05/25/2016, AI-54661<br>For: Sanitation Collection Facility and "M" Road Building | | |
| | | See Original PO# 745536 | | |
| 1.00 | EACH | CC Work Authorization No. 4 as submitted by project engineer, L&G Engineering for Project: "Construction Material Testing" for Sanitation Collection Facility" and "M" Road Building for Hidalgo County Precinct No. 4 | 10,357.89 | 10,357.89 |
| | | TOTAL: | | 10,357.89 |
| | | REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 | | |
| | | ********** For Hidalgo County use only | | |
| | | 7-1100-419-00-124-125-0-452 10,357.89 | | |

Authorized by: Martha L Salazar

**AI-60231** **Purchasing Department** **11. D.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted For:** Marty Salazar, PURCHASING DEPT.

**Submitted By:** Darlene Betancourt, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## Information

**CAPTION**

Requesting authority to clarify CC approval of (02/11/2014 A1-42879) to accept and approval software maintenance support with Prime Source Technologies, LLC. an awarded vendor through our membership/participation with GSA # GS-35F-0480T for the Health & Human Services Department through the services (as outlined in attached document) with no document to sign and through current Purchase Order 752212 and thereafter will continue for the term to coincide with their GSA contract of 06/14/2022 which was due to expire 06/14/2017

**BACKGROUND**

## Fiscal Impact

**CALENDAR YEAR:** 2017 **ACCT. #:** 7-1100-429-00-110-075-0-336

**FUNDS AVAILABLE Y/N?:** y **MATCHING FUNDS Y/N?:** n

**BUDGETARY IMPACT:**

## Attachments

GS-35F-04280T

Prime Source

PO 752212

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing - Internal | Darlene Betancourt | 06/09/2017 02:10 PM |
| Budget & Management | Veronica Ortiz | 06/09/2017 02:13 PM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |

Form Started By: Darlene Betancourt Started On: 06/08/2017 03:41 PM

Final Approval Date: 06/09/2017

# Contract Clause Document

for

Solicitation Number : **FCIS-JB-980001-B**

Refresh Number : **40**

Contract Number : **GS-35F-0480T**

Created on December 13, 2016

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## 52.202-1 DEFINITIONS (NOV 2013)

When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless—

(a) The solicitation, or amended solicitation, provides a different definition;

(b) The contracting parties agree to a different definition;

(c) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or

(d) The word or term is defined in FAR Part 31, for use in the cost principles and procedures

## 52.203-13 Contractor Code of Business Ethics and Conduct (OCT 2015)

(a) Definitions. As used in this clause –

*Agent* means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

*Full cooperation* –

(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors' and investigators' request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require –

(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from –

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

*Principal* means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

*Subcontract* means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

*Subcontractor* means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

*United States* means the 50 States, the District of Columbia, and outlying areas.



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(b) Code of business ethics and conduct.

(1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall –

(i) Have a written code of business ethics and conduct;

(ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) The Contractor shall –

(i) Exercise due diligence to prevent and detect criminal conduct; and

(ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3) (i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed –

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor's disclosure as confidential where the information has been marked “confidential“ or “proprietary” by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organization's jurisdiction.

(iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractor's



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principals and employees, and as appropriate, the Contractor's agents and subcontractors.

(2) An internal control system.

(i) The Contractor's internal control system shall –

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractor's internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting, including –

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontractor thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.



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(2) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies' contracting officers.

(3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

(4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) *Subcontracts.*

(1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of $5.5 million and a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

**52.203-15 WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (JUN 2010)**

(a) The Contractor shall post notice of employees rights and remedies for whistleblower protections provided under section 1553 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5) (Recovery Act).

(b) The Contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts that are funded in whole or in part with Recovery Act funds.

**52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)**

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112–239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

**52.203-3 GRATUITIES (APR 1984)**



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(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative—

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) above, the Government is entitled—

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

### 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006) (ALTERNATE I—OCT 1995)

(a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in paragraph (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation. For acquisitions of commercial items, the prohibition in paragraph (a) applies only to the extent that any agreement restricting sales by subcontractors results in the Federal Government being treated differently from any other prospective purchaser for the sale of the commercial item(s).

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed the simplified acquisition threshold.

### 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2015)

(a) *Definitions.* As used in this clause:

"Executive" means officers, managing partners, or any other employees in management positions.

"First-tier subcontract" means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor's general and administrative expenses or indirect costs.

"Month of award" means the month in which a contract is signed by the Contracting Officer or the month in which a first-tier subcontract is signed by the Contractor.



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"Total compensation" means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(1) *Salary and bonus.*

(2) *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board's Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.

(3) *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

(5) *Above-market earnings on deferred compensation which is not tax-qualified.*

(6) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

(c) Nothing in this clause requires the disclosure of classified information.

(d) (1) Executive compensation of the prime contractor. As a part of its annual registration requirement in the System for Award Management (SAM) database (FAR provision 52.204-7), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for its preceding completed fiscal year, if –

(i) In the Contractor's preceding fiscal year, the Contractor received –

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) $25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.).

(2) *First-tier subcontract information.* Unless otherwise directed by the contracting officer, or as provided in paragraph (g) of this clause, by the end of the month following the month of award of a first-tier subcontract with a value of $30,000 or more, the Contractor shall report the following information at http://www.fsrs.gov for that first-tier subcontract. (The Contractor shall follow the



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instructions at http://www.fsrs.gov to report the data.)

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(vi) Subcontract number (the subcontract number assigned by the Contractor).

(vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(ix) The prime contract number, and order number if applicable.

(x) Awarding agency name and code.

(xi) Funding agency name and code.

(xii) Government contracting office code.

(xiii) Treasury account symbol (TAS) as reported in FPDS.

(xiv) The applicable North American Industry Classification System code (NAICS).

(3) *Executive compensation of the first-tier subcontractor*. Unless otherwise directed by the Contracting Officer, by the end of the month following the month of award of a first-tier subcontract with a value of $30,000 or more, and annually thereafter (calculated from the prime contract award date), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for that first-tier subcontractor for the first-tier subcontractor's preceding completed fiscal year at http://www.fsrs.gov, if –

(i) In the subcontractor's preceding fiscal year, the subcontractor received –

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) $25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

(e) The Contractor shall not split or break down first-tier subcontract awards to a value less than $30,000 to avoid the reporting requirements in paragraph (d) of this clause.

(f) The Contractor is required to report information on a first-tier subcontract covered by paragraph (d) when the subcontract is awarded. Continued reporting on the same subcontract is not required unless



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one of the reported data elements changes during the performance of the subcontract. The Contractor is not required to make further reports after the first-tier subcontract expires.

(g) (1) If the Contractor in the previous tax year had gross income, from all sources, under $300,000, the Contractor is exempt from the requirement to report subcontractor awards.

(2) If a subcontractor in the previous tax year had gross income from all sources under $300,000, the Contractor does not need to report awards for that subcontractor.

(h) The FSRS database at http://www.fsrs.gov will be prepopulated with some information from SAM and FPDS databases. If FPDS information is incorrect, the contractor should notify the contracting officer. If the SAM database information is incorrect, the contractor is responsible for correcting this information.

**52.204-14 SERVICE CONTRACT REPORTING REQUIREMENTS (JAN 2014)**

(a) Definition.

*First-tier subcontract* means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor's general and administrative expenses or indirect costs.

(b) The Contractor shall report, in accordance with paragraphs (c) and (d) of this clause, annually by October 31, for services performed under this contract during the preceding Government fiscal year (October 1–September 30).

(c) The Contractor shall report the following information:

(1) Contract number and, as applicable, order number.

(2) The total dollar amount invoiced for services performed during the previous Government fiscal year under the contract.

(3) The number of Contractor direct labor hours expended on the services performed during the previous Government fiscal year.

(4) Data reported by subcontractors under paragraph (f) of this clause.

(d) The information required in paragraph (c) of this clause shall be submitted via the internet at www.sam.gov. (See SAM User Guide). If the Contractor fails to submit the report in a timely manner, the contracting officer will exercise appropriate contractual remedies. In addition, the Contracting Officer will make the Contractor's failure to comply with the reporting requirements a part of the Contractor's performance information under FAR subpart 42.15.

(e) Agencies will review Contractor reported information for reasonableness and consistency with available contract information. In the event the agency believes that revisions to the Contractor reported information are warranted, the agency will notify the Contractor no later than November 15. By November 30, the Contractor shall revise the report, or document its rationale for the agency.

(f) (1) The Contractor shall require each first-tier subcontractor providing services under this contract, with subcontract(s) each valued at or above the thresholds set forth in 4.1703(a)(2), to provide the following detailed information to the Contractor in sufficient time to submit the report:



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(i) Subcontract number (including subcontractor name and DUNS number); and

(ii) The number of first-tier subcontractor direct-labor hours expended on the services performed during the previous Government fiscal year.

(2) The Contractor shall advise the subcontractor that the information will be made available to the public as required by section 743 of Division C of the Consolidated Appropriations Act, 2010.

**52.204-15 SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS (JAN 2014)**

(a) Definition.

*First-tier subcontract* means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor's general and administrative expenses or indirect costs.

(b) The Contractor shall report, in accordance with paragraphs (c) and (d) of this clause, annually by October 31, for services performed during the preceding Government fiscal year (October 1–September 30) under this contract for orders that exceed the thresholds established in 4.1703(a)(2).

(c) The Contractor shall report the following information:

(1) Contract number and order number.

(2) The total dollar amount invoiced for services performed during the previous Government fiscal year under the order.

(3) The number of Contractor direct labor hours expended on the services performed during the previous Government fiscal year.

(4) Data reported by subcontractors under paragraph (f) of this clause.

(d) The information required in paragraph (c) of this clause shall be submitted via the internet at www.sam.gov. (See SAM User Guide). If the Contractor fails to submit the report in a timely manner, the Contracting Officer will exercise appropriate contractual remedies. In addition, the Contracting Officer will make the Contractor's failure to comply with the reporting requirements a part of the Contractor's performance information under FAR subpart 42.15.

(e) Agencies will review Contractor reported information for reasonableness and consistency with available contract information. In the event the agency believes that revisions to the Contractor reported information are warranted, the agency will notify the Contractor no later than November 15. By November 30, the Contractor shall revise the report, or document its rationale for the agency.

(f) (1) The Contractor shall require each first-tier subcontractor providing services under this contract, with subcontract(s) each valued at or above the thresholds set forth in 4.1703(a)(2), to provide the following detailed information to the Contractor in sufficient time to submit the report:

(i) Subcontract number (including subcontractor name and DUNS number), and

(ii) The number of first-tier subcontractor direct-labor hours expended on the services performed during the previous Government fiscal year.

(2) The Contractor shall advise the subcontractor that the information will be made available to



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the public as required by section 743 of Division C of the Consolidated Appropriations Act, 2010.

### 52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2015)

(a) *Definition.* As used in this clause —

*Commercial and Government Entity (CAGE) code* means —

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Contractor and Government Entity (CAGE) Branch to identify a commercial or government entity, or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Contractor and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as an NCAGE code.

(b) Contractors shall ensure that the CAGE code is maintained throughout the life of the contract. For contractors registered in the System for Award Management (SAM), the DLA Contractor and Government Entity (CAGE) Branch shall only modify data received from SAM in the CAGE master file if the contractor initiates those changes via update of its SAM registration. Contractors undergoing a novation or change-of-name agreement shall notify the contracting officer in accordance with subpart 42.12. The contractor shall communicate any change to the CAGE code to the contracting officer within 30 days after the change, so that a modification can be issued to update the CAGE code on the contract.

(c) Contractors located in the United States or its outlying areas that are not registered in SAM shall submit written change requests to the DLA Contractor and Government Entity (CAGE) Branch. Requests for changes shall be provided on a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code, to the address shown on the back of the DD Form 2051. Change requests to the CAGE master file are accepted from the entity identified by the code.

(d) Contractors located outside the United States and its outlying areas that are not registered in SAM shall contact the appropriate National Codification Bureau or NSPA to request CAGE changes. Points of contact for National Codification Bureaus and NSPA, as well as additional information on obtaining NCAGE codes, are available at http://www.dlis.dla.mil/nato/ObtainCAGE.asp.

(e) Additional guidance for maintaining CAGE codes is available at http://www.dlis.dla.mil/cage_welcome.asp.

### 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

### 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016)

(a) *Definitions.* As used in this clause —

*Covered contractor information system* means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.



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*Federal contract information* means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

*Information* means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

*Information system* means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

*Safeguarding* means measures or controls that are prescribed to protect information systems.

(b) *Safeguarding requirements and procedures.*

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (*i.e.*, information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.



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(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

## 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)

(a) *Definitions.* As used in this clause—

*Postconsumer fiber* means—

(1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

(b) The Contractor is required to submit paper documents, such as offers, letters, or reports that are printed or copied double-sided on paper containing at least 30 percent postconsumer fiber, whenever practicable, when not using electronic commerce methods to submit information or data to the Government.

## 52.204-7 CENTRAL CONTRACTOR REGISTRATION (JUL 2013)

(a) Definitions. As used in this provision —

*Data Universal Numbering System (DUNS) number* means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

*Data Universal Numbering System+4 (DUNS+4) number* means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional System for Award Management records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

*Registered in the System for Award Management (SAM) database* means that —

(1) The offeror has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see Subpart 4.14) into the SAM database;



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(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record "Active".

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number —

(i) Via the Internet at http://fedgov.dnb.com/webform or if offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.



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(f) Offerors may obtain information on registration at https://www.acquisition.gov.

### 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

(1) When no longer needed for contract performance.

(2) Upon completion of the Contractor employee's employment.

(3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

### 52.207-5 OPTION TO PURCHASE EQUIPMENT (FEB 1995)

(a) The Government may purchase the equipment provided on a lease or rental basis under this contract. The Contracting Officer may exercise this option only by providing a unilateral modification to the Contractor. The effective date of the purchase will be specified in the unilateral modification and may be any time during the period of the contract, including any extensions thereto.

(b) Except for final payment and transfer of title to the Government, the lease or rental portion of the contract becomes complete and lease or rental charges shall be discontinued on the day immediately preceding the effective date of purchase specified in the unilateral modification required in paragraph (a) of this clause.

(c) The purchase conversion cost of the equipment shall be computed as of the effective date specified in the unilateral modification required in paragraph (a) of this clause, on the basis of the purchase price set forth in the contract, minus the total purchase option credits accumulated during the period of lease or rental, calculated by the formula contained elsewhere in this contract.

(d) The accumulated purchase option credits available to determine the purchase conversion cost will also include any credits accrued during a period of lease or rental of the equipment under any previous Government contract if the equipment has been on continuous lease or rental. The movement of equipment from one site to another site shall be "continuous rental."

### 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2014)



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(a) *Definitions.* As used in this clause –

*Inverted domestic corporation* means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

*Subsidiary* means an entity in which more than 50 percent of the entity is owned –

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

(b) If the contractor reorganizes as an inverted domestic corporation or becomes a subsidiary of an inverted domestic corporation at any time during the period of performance of this contract, the Government may be prohibited from paying for Contractor activities performed after the date when it becomes an inverted domestic corporation or subsidiary. The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(c) Exceptions to this prohibition are located at 9.108-2.

(d) In the event the Contractor becomes either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation during contract performance, the Contractor shall give written notice to the Contracting Officer within five business days from the date of the inversion event.

**52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)**

(a) *Definition.* "Commercially available off-the-shelf (COTS)" item, as used in this clause –

(1) Means any item of supply (including construction material) that is –

(i) A commercial item (as defined in paragraph (1) of the definition in FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

(b) The Government suspends or debars Contractors to protect the Government's interests. Other than a subcontract for a commercially available off-the-shelf item, the Contractor shall not enter into any subcontract, in excess of $35,000 with a Contractor that is debarred, suspended, or proposed for debarment by any executive agency unless there is a compelling reason to do so.

(c) The Contractor shall require each proposed subcontractor whose subcontract will exceed $35,000, other than a subcontractor providing a commercially available off-the-shelf item, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(d) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party (other than a subcontractor providing a commercially available off-the-shelf item) that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the System for Award Management (SAM) Exclusions). The notice must include the



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following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being listed with an exclusion in SAM.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its being listed with an exclusion in SAM.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(e) *Subcontracts.* Unless this is a contract for the acquisition of commercial items, the Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for the identification of the parties), in each subcontract that –

(1) Exceeds $35,000 in value; and

(2) Is not a subcontract for commercially available off-the-shelf items.

**52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)**

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management database via https://www.acquisition.gov.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111–212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments —

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by —

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for —

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the nonpublic segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government



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official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209–9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111–212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

## 52.211-16 VARIATION IN QUANTITY (APR 1984)

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

TBD percent increase

TBD percent decrease

This increase or decrease shall apply to TBD.

## 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (MAY 2015) (DEVIATION FEB 2007)

(a) *Inspection/Acceptance*. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the ordering activity may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment*. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the credit card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes*. This contract is subject 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising



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under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions*. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the ordering activity in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice*.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include —

(i) Nam e and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on an ordering activity bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer — System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the ordering activity waived the requirement to pay by EFT.



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(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the ordering activity and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.*

(1) *Items accepted.* Payment shall be made for items accepted by the ordering activity that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The ordering activity will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic Funds Transfer (EFT).* If the ordering activity makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the ordering activity has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the ordering activity upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the ordering activity at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Ordering Activity's convenience.* The ordering activity reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the ordering activity using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the ordering activity any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The ordering activity may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the ordering activity, upon request, with adequate assurances of future performance. In the event of termination for cause, the ordering activity shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall



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be liable to the ordering activity for any and all rights and remedies provided by law. If it is determined that the ordering activity improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the ordering activity upon acceptance, regardless of when or where the ordering activity takes physical possession.

(o) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances*. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) *System for Award Management (SAM).*

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the ordering activity's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the



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contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through *https://www.acquisition.gov*.

(u) *Unauthorized Obligations*

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) *Incorporation by reference.* The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

**52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (MAY 2015) (ALTERNATE I – MAY 2014) (DEVIATION I – FEB 2007)**

(a) *Inspection/Acceptance.*

(1) The ordering activity has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The ordering activity may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The ordering activity will perform inspections and tests in a manner that will not unduly delay the work.



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(2) If the ordering activity performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the ordering activity will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the ordering activity may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the ``hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. *_____*. [*Insert portion of labor rate attributable to profit.*]

(5) (i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the ordering activity), the ordering activity may –

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the ordering activity may at any time require the Contractor to remedy by correction or replacement, without cost to the ordering activity, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to –

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace ordering activity-furnished property shall be governed by the clause pertaining to ordering activity property.



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(b) *Assignment*. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the credit card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes*. This contract is subject 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* –

(1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause –

(i) *Direct materials* means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) *Hourly rate* means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are –

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) *Materials* means –

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate: *_____*; and

(E) Indirect costs specifically provided for in this clause.

(iv) *Subcontract* means any contract, as defined in FAR Subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the ordering activity in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays



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of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. –

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include –

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on ordering activity bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer – System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer – Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the ordering activity waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity*. The Contractor shall indemnify the ordering activity and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payments*. –

(1) *Work performed*. The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) *Hourly rate*.



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(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) *Materials.*

(A) If the Contractor furnishes materials that meet the definition of a commercial item at 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the –

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the ordering activity will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor –

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the ordering activity and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall –

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and



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(2) Give credit to the ordering activity for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.

(1) *Other Direct Costs*. The ordering activity will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: *_____*.

(2) *Indirect Costs (Material Handling, Subcontract Administration, etc.).* The ordering activity will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: *_____*.

(2) *Total cost.* It is estimated that the total cost to the ordering activity for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the ordering activity for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the ordering activity for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the ordering activity has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) *Ceiling price*. The ordering activity will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) *Access to records.* At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment –

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or



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contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost –

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) *Overpayments/Underpayments*. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The ordering activity within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the ordering activity has otherwise overpaid on an invoice payment, the Contractor shall –

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the –

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) (i) All amounts that become payable by the Contractor to the ordering activity under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The ordering activity may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final Decisions*. The Contracting Officer will issue a final decision as required by 33.211 if –

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for



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payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on –

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a ordering activity check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(viii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) *Release of claims.* The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the ordering activity, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the ordering activity is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the ordering activity against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) *Prompt payment.* The ordering activity will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.



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(9) *Electronic Funds Transfer* (EFT). If the ordering activity makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(10) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) *Risk of loss*. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the ordering activity upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the ordering activity at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes*. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the ordering activity's convenience*. The ordering activity reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the ordering activity using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the ordering activity any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon written request, with adequate assurances of future performance. Subject to the terms of this contract, the Contractor shall be paid an amount computed under paragraph (i) Payments of this clause, but the “hourly rate” for labor hours expended in furnishing work not delivered to or accepted by the Government shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in paragraph (a)(4) of this clause, the portion of the “hourly rate” attributable to profit shall be 10 percent. In the event of termination for cause, the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the ordering activity upon acceptance, regardless of when or where the ordering activity takes physical possession.

(o) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances*. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.



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(r) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) *System for Award Management (SAM).*

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the ordering activity's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through *https://www.acquisition.gov*.

(u) *Unauthorized Obligations*

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under



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this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) *Incorporation by reference.* The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

**52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (JUN 2016) (ALTERNATE II – MAR 2016)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

| Number | Title | Clause/Provision |
|---|---|---|
| 52.203-13 | CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015) | Clause |
| 52.203-6 | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006) (ALTERNATE I -- OCT 1995) | Clause |
| 52.204-10 | REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER | Clause |



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| | SUBCONTRACT AWARDS (OCT 2015) | |
| 52.204-14 | SERVICE CONTRACT REPORTING REQUIREMENTS (JAN 2014) | Clause |
| 52.204-15 | SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS (JAN 2014) | Clause |
| 52.209-6 | PROTECTING THE GOVERNMENTS INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015) | Clause |
| 52.219-13 | NOTICE OF SET-ASIDE OF ORDERS (NOV 2011) | Clause |
| 52.219-14 | LIMITATIONS ON SUBCONTRACTING (NOV 2011) | Clause |
| 52.219-16 | LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999) | Clause |
| 52.219-27 | NOTICE OF SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (NOV 2011) | Clause |
| 52.219-28 | POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013) | Clause |
| 52.219-29 | NOTICE OF SET-ASIDE FOR, OR SOLE SOURCE AWARD TO, ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS CONCERNS (DEC 2015) | Clause |
| 52.219-3 | NOTICE OF TOTAL HUBZONE SET-ASIDE OR SOLE SOURCE AWARD (NOV 2011) | Clause |
| 52.219-30 | NOTICE OF SET-ASIDE FOR, OR SOLE SOURCE AWARD TO, WOMEN-OWNED SMALL BUSINESS CONCERNS ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM (DEC 2015) | Clause |
| 52.219-6 | NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011) | Clause |
| 52.219-8 | UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2014) | Clause |
| 52.219-9 | SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2015) (ALTERNATE II -- OCT 2001) | Clause |
| 52.222-19 | CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES (FEB | Clause |



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| 52.222-21 | PROHIBITION OF SEGREGATED FACILITIES (APR 2015) | Clause |
| 52.222-26 | EQUAL OPPORTUNITY (APR 2015) | Clause |
| 52.222-3 | CONVICT LABOR (JUN 2003) | Clause |
| 52.222-35 | EQUAL OPPORTUNITY FOR VETERANS (OCT 2015) | Clause |
| 52.222-36 | EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014) | Clause |
| 52.222-37 | EMPLOYMENT REPORTS ON VETERANS (FEB 2016) | Clause |
| 52.222-40 | NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010) | Clause |
| 52.222-50 | COMBATING TRAFFICKING IN PERSONS (MAR 2015) | Clause |
| 52.222-54 | EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015) | Clause |
| 52.223-13 | ACQUISITION OF EPEAT--REGISTERED IMAGING EQUIPMENT (JUN 2014) | Clause |
| 52.223-14 | ACQUISITION OF EPEAT®–REGISTERED TELEVISIONS (JUN 2014) | Clause |
| 52.223-15 | ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007) | Clause |
| 52.223-16 | ACQUISITION OF EPEAT--REGISTERED PERSONAL COMPUTER PRODUCTS (OCT 2015) | Clause |
| 52.223-18 | ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011) | Clause |
| 52.225-13 | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008) | Clause |
| 52.225-5 | TRADE AGREEMENTS (FEB 2016) | Clause |
| 52.232-33 | PAYMENT BY ELECTRONIC FUNDS TRANSFER -- SYSTEM FOR AWARD MANAGEMENT (JUL 2013) | Clause |
| 52.239-1 | PRIVACY OR SECURITY SAFEGUARDS (AUG 1996) | Clause |

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

| Number | Title | Clause/Provision |
|---|---|---|
| 52.222-17 | NONDISPLACEMENT OF QUALIFIED | Clause |



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| | WORKERS (MAY 2014) | |
| 52.222-41 | SERVICE CONTRACT LABOR STANDARDS (MAY 2014) | Clause |
| 52.222-42 | STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014) | Clause |
| 52.222-43 | FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS—PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (MAY 2014) | Clause |
| 52.222-51 | EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT--REQUIREMENTS (MAY 2014) | Clause |
| 52.222-53 | EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR CERTAIN SERVICES--REQUIREMENTS (MAY 2014) | Clause |
| 52.222-55 | MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (DEC 2015) | Clause |

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to--

(i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause,



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the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than--

(i) *Paragraph (d) of this clause.* This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) *Those clauses listed in this paragraph (e)(1).* Unless otherwise indicated below, the extent of the flow down shall be as required by the clause –

(A) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5).

(C) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $700,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(D) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(E) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

(F) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(G) 52.222–36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(H) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222–40.

(I) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

(J) . (1) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

. (2) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(K) 52.222–51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) (41 U.S.C. chapter 67).

(L) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) (41 U.S.C. chapter 67).

(M) 52.222-54, Employment Eligibility Verification (Oct 2015) (Executive Order 12989).

(N) 52.222-55, Minimum Wages Under Executive Order 13658 (Mar 2016).

(O) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations.



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(May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(P) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247–64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

[Note to Offerors: If choosing not to accept orders funded in whole or in part by the American Recovery and Reinvestment Act (ARRA), this clause will be replaced with the base clause, meaning that Alternate II is not applicable.]

**52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA — MODIFICATIONS (OCT 2010) (ALTERNATE IV — OCT 2010)**

(a) Submission of certified cost or pricing data is not required.

(b) Provide data described below: *[Insert description of the data and the format that are required, including the access to records necessary to permit an adequate evaluation of the proposed price in accordance with* 15.403–3.]

"Pricing information as described in SCP-FSS-001N, SCP-FSS-001S, SCP-FSS-004 and 552.212-70".

**52.216-18 ORDERING (OCT 1995) (DEVIATION II -- FEB 2007)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from Date of Award through Contract expiration date.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered “issued” when the ordering activity deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

**52.216-19 ORDER LIMITATIONS (OCT 1995) (DEVIATION II – FEB 2007)**16.506(b)

(a) *Minimum order*. When the ordering activity requires supplies or services covered by this contract in an amount of less than $100, the ordering activity is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order*. The Contractor is not obligated to honor –

(1) Any order for a single item in excess of 132-3 $500,000 per order
132-4 $500,000 per order
132-8 $500,000 per order
132-9 $500,000 per order
132-12 $500,000 per order
132-32 $500,000 per order



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132-33 $500,000 per order
132-34 $500,000 per order
132-40 $500,000 per order
132-50 $ 25,000 per order
132-51 $500,000 per order
132-52 $500,000 per order
132-53 $500,000 per order
132-54 $500,000 per order
132-55 $500,000 per order
132-56 $500,000 per order
132-60A $1,000,000 per order
132-60B $1,000,000 per order
132-60C $1,000,000 per order
132-60D $1,000,000 per order
132-60E $1,000,000 per order
132-60F $1,000,000 per order
132-61 $1,000,000 per order
132-62 $1,000,000 per order
132-99 $1,000,000 per order
132-100 $ 150,000 per order;

(2) Any order for a combination of items in excess of 132-3 $500,000 per order
132-4 $500,000 per order
132-8 $500,000 per order
132-9 $500,000 per order
132-12 $500,000 per order
132-32 $500,000 per order
132-33 $500,000 per order
132-34 $500,000 per order
132-40 $500,000 per order
132-50 $ 25,000 per order
132-51 $500,000 per order
132-52 $500,000 per order
132-53 $500,000 per order
132-54 $500,000 per order
132-55 $500,000 per order
132-56 $500,000 per order
132-60A $1,000,000 per order
132-60B $1,000,000 per order
132-60C $1,000,000 per order
132-60D $1,000,000 per order
132-60E $1,000,000 per order
132-60F $1,000,000 per order
132-61 $1,000,000 per order
132-62 $1,000,000 per order
132-99 $1,000,000 per order
132-100 $ 150,000 per order; or

(3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in paragraph (b) (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the ordering activity is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to



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the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the ordering activity may acquire the supplies or services from another source.

### 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the completion of customer order, including options, 60 months following the expiration of the basic contract ordering period [*insert date*].

### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within within 30 calendar days of contract expiration..

### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within .; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least . days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed . (months) (years).

### 52.219-13 NOTICE OF SET-ASIDE OF ORDERS (NOV 2011)

The Contracting Officer will give notice of the order or orders, if any, to be set aside for small business concerns identified in 19.000(a)(3) and the applicable small business program. This notice, and its restrictions, will apply only to the specific orders that have been set aside for any of the small business



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concerns identified in 19.000(a)(3).

### 52.219-14 LIMITATIONS ON SUBCONTRACTING (NOV 2011)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) *Applicability.* This clause applies only to —

(1) Contracts that have been set aside or reserved for small business concerns or 8(a) concerns;

(2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) concerns; and

(3) Orders set aside for small business or 8(a) concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for—

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will, perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

### 52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999)

(a) “Failure to make a good faith effort to comply with the subcontracting plan”, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled “Small Business Subcontracting Plan,” or willful or intentional action to frustrate the plan.

(b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled “Small Business Subcontracting Plan,” the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to



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make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled Disputes, from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that the Government may have.

**52.219-27 NOTICE OF SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (NOV 2011)**

(a) *Definition.* "Service-disabled veteran-owned small business concern"—

(1) Means a small business concern —

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

(b) *Applicability.* This clause applies only to —

(1) Contracts that have been set aside or reserved for service-disabled veteran-owned small business concerns;

(2) Part or parts of a multiple-award contract that have been set aside for service-disabled veteran-owned small business concerns; and

(3) Orders set aside for service-disabled veteran-owned small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) General.

(1) Offers are solicited only from service-disabled veteran-owned small business concerns. Offers received from concerns that are not service-disabled veteran-owned small business concerns shall not be considered.

(2) Any award resulting from this solicitation will be made to a service-disabled veteran-owned small business concern.

(d) *Agreement.* A service-disabled veteran-owned small business concern agrees that in the performance of the contract, in the case of a contract for —

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other service-disabled veteran-owned small business concerns;



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(2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other service-disabled veteran-owned small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other service-disabled veteran-owned small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other service-disabled veteran-owned small business concerns.

(e) A joint venture may be considered a service-disabled veteran owned small business concern if —

(1) At least one member of the joint venture is a service-disabled veteran-owned small business concern, and makes the following representations: That it is a service-disabled veteran-owned small business concern, and that it is a small business concern under the North American Industry Classification Systems (NAICS) code assigned to the procurement;

(2) Each other concern is small under the size standard corresponding to the NAICS code assigned to the procurement; and

(3) The joint venture meets the requirements of paragraph 7 of the explanation of Affiliates in 19.101 of the Federal Acquisition Regulation.

(4) The joint venture meets the requirements of 13 CFR 125.15(b)

(f) Any service-disabled veteran-owned small business concern (nonmanufacturer) must meet the requirements in 19.102(f) of the Federal Acquisition Regulation to receive a benefit under this program.

### 52.219-28 POST–AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)

(a) *Definitions.* As used in this clause –

*Long-term contract* means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

*Small business concern* means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.



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(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts –

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at http://www.sba.gov/content/table-small-business-size-standards.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update. (f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it _____ is, _____ is not a small business concern under NAICS Code _____ assigned to contract number _____. [*Contractor to sign and date and insert authorized signer's name and title*].

_____ _____
Contractor Signature / Date

_____ _____
Authorized Signer's Name / Title

| |
|---|
| Note: Regulation 52.219-28<br>. |

**52.219-29 NOTICE OF SET-ASIDE FOR, OR SOLE SOURCE AWARD TO, ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS CONCERNS (DEC 2015)**

(a) *Definitions.* "Economically disadvantaged women-owned small business (EDWOSB) concern" means —



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A small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business (WOSB) concern eligible under the WOSB Program.

"*WOSB Program Repository*" means a secure, Web-based application that collects, stores, and disseminates documents to the contracting community and SBA, which verify the eligibility of a business concern for a contract to be awarded under the WOSB Program.

(b) *Applicability.* This clause applies only to —

(1) Contracts that have been set aside or reserved for, or awarded on a sole source basis to, EDWOSB concerns;

(2) Part or parts of a multiple-award contract that have been set aside for EDWOSB concerns; and

(3) Orders set aside for EDWOSB concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) General.

(1) Offers are solicited only from EDWOSB concerns. Offers received from concerns that are not EDWOSB concerns will not be considered.

(2) Any award resulting from this solicitation will be made to an EDWOSB concern.

(3) The contracting officer will ensure that the apparent successful offeror has provided all required documents to the WOSB Program Repository. The contract will not be awarded until all required documents are received.

(d) *Agreement.* An EDWOSB concern agrees that in the performance of the contract for —

(1) Services (except construction), the concern will perform at least 50 percent of the cost of the contract incurred for personnel with its own employees;

(2) Supplies or products (other than procurement from a non-manufacturer in such supplies or products), the concern will perform at least 50 percent of the cost of manufacturing the supplies or products (not including the costs of materials);

(3) General construction, the concern will perform at least 15 percent of the cost of the contract with its own employees (not including the costs of materials); and

(4) Construction by special trade contractors, the concern will perform at least 25 percent of the cost of the contract with its own employees (not including the cost of materials).

(e) *Joint Venture.* A joint venture may be considered an EDWOSB concern if —

(1) It meets the applicable size standard corresponding to the NAICS code assigned to the contract, unless an exception to affiliation applies pursuant to 13 CFR 121.103(h)(3);

(2) The EDWOSB participant of the joint venture is designated in System for Award Management as an EDWOSB concern;

(3) The parties to the joint venture have entered into a written joint venture agreement that contains provisions —



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(i) Setting forth the purpose of the joint venture;

(ii) Designating an EDWOSB concern as the managing venturer of the joint venture, and an employee of the managing venturer as the project manager responsible for the performance of the contract;

(iii) Stating that not less than 51 percent of the net profits earned by the joint venture will be distributed to the EDWOSB;

(iv) Specifying the responsibilities of the parties with regard to contract performance, sources of labor, and negotiation of the EDWOSB contract; and

(v) Requiring the final original records be retained by the managing venturer upon completion of the EDWOSB contract performed by the joint venture.

(4) The joint venture performs the applicable percentage of work required in accordance with paragraph (d) above; and

(5) The procuring activity executes the contract in the name of the EDWOSB or joint venture.

(f) Nonmanufacturer. An EDWOSB concern that is a non-manufacturer, as defined in 13 CFR 121.406(b) or FAR 19.102(f), may submit an offer on an EDWOSB requirement with a NAICS code for supplies, if it meets the requirements under the non-manufacturer rule set forth in those regulations.

### 52.219-3 NOTICE OF HUBZONE SET-ASIDE OR SOLE SOURCE AWARD (NOV 2011)

(a) *Definitions.* See 13 CFR 125.6(e) for definitions of terms used in paragraph (c).

(b) *Applicability.* This clause applies only to —

(1) Contracts that have been set aside or reserved for, or awarded on a sole source basis to, HUBZone small business concerns;

(2) Part or parts of a multiple-award contract that have been set aside for HUBZone small business concerns; and

(3) Orders set-aside for HUBZone small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) General.

(1) Offers are solicited only from HUBZone small business concerns. Offers received from concerns that are not HUBZone small business concerns will not be considered.

(2) Any award resulting from this solicitation will be made to a HUBZone small business concern.

(d) *Agreement.* A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for —

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or



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other HUBZone small business concerns;

(3) General construction.

(i) At least 15 percent of the cost of contract performance to be incurred for personnel will be spent on the HUBZone prime contractor's employees;

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the HUBZone prime contractor's employees or on a combination of the HUBZone prime contractor's employees and employees of HUBZone small business concern subcontractors; and

(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns; or

(4) Construction by special trade contractors.

(i) At least 25 percent of the cost of contract performance to be incurred for personnel will be spent on the HUBZone prime contractor's employees;

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the HUBZone prime contractor's employees or on a combination of the HUBZone prime contractor's employees and employees of HUBZone small business concern subcontractors;

(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns.

(e) A HUBZone joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the aggregate of the HUBZone small business participants.

(f) (1) When the total value of the contract exceeds $25,000, a HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business concern manufacturers.

(2) When the total value of the contract is equal to or less than $25,000, a HUBZone small business concern nonmanufacturer may provide end items manufactured by other than a HUBZone small business concern manufacturer provided the end items are produced or manufactured in the United States.

(3) Paragraphs (f)(1) and (f)(2) of this section do not apply in connection with construction or service contracts.

(g) *Notice.* The HUBZone small business offeror acknowledges that a prospective HUBZone awardee must be a HUBZone small business concern at the time of award of this contract. The HUBZone offeror shall provide the Contracting Officer a copy of the notice required by 13 CFR 126.501 if material changes occur before contract award that could affect its HUBZone eligibility. If the apparently successful HUBZone offeror is not a HUBZone small business concern at the time of award of this contract, the Contracting Officer will proceed to award to the next otherwise successful HUBZone small business concern or other offeror.

**52.219-30 NOTICE OF SET-ASIDE FOR, OR SOLE SOURCE AWARD TO, WOMEN-OWNED SMALL BUSINESS CONCERNS ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS**



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**PROGRAM (DEC 2015)**

(a) *Definitions.* "Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

"WOSB Program Repository" means a secure, Web-based application that collects, stores, and disseminates documents to the contracting community and SBA, which verify the eligibility of a business concern for a contract to be awarded under the WOSB Program.

(b) *Applicability.* This clause applies only to —

(1) Contracts that have been set aside or reserved for, or awarded on a sole source basis to, WOSB concerns eligible under the WOSB Program;

(2) Part or parts of a multiple-award contract that have been set aside for WOSB concerns eligible under the WOSB Program; and

(3) Orders set aside for WOSB concerns eligible under the WOSB Program, under multiple-award contracts as described in8.405-5 and 16.505(b)(2)(i)(F).

(c) *General.*

(1) Offers are solicited only from WOSB concerns eligible under the WOSB Program. Offers received from concerns that are not WOSB concerns eligible under the WOSB program shall not be considered.

(2) Any award resulting from this solicitation will be made to a WOSB concern eligible under the WOSB Program.

(3) The Contracting Officer will ensure that the apparent successful offeror has provided the required documents to the WOSB Program Repository. The contract shall not be awarded until all required documents are received.

(d) *Agreement.* A WOSB concern eligible under the WOSB Program agrees that in the performance of the contract for —

(1) Services (except construction), the concern will perform at least 50 percent of the cost of the contract incurred for personnel with its own employees;

(2) Supplies or products (other than procurement from a non-manufacturer in such supplies or products), the concern will perform at least 50 percent of the cost of manufacturing the supplies or products (not including the costs of materials);

(3) General construction, the concern will perform at least 15 percent of the cost of the contract with its own employees (not including the costs of materials); and

(4) Construction by special trade contractors, the concern will perform at least 25 percent of the cost of the contract with its own employees (not including cost of materials).

(e) *Joint Venture.* A joint venture may be considered a WOSB concern eligible under the WOSB Program if —

(1) It meets the applicable size standard corresponding to the NAICS code assigned to the contract, unless an exception to affiliation applies pursuant to 13 CFR 121.103(h)(3);



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(2) The WOSB participant of the joint venture is designated in the System for Award Management as a WOSB concern eligible under the WOSB Program;

(3) The parties to the joint venture have entered into a written joint venture agreement that contains provisions —

(i) Setting forth the purpose of the joint venture;

(ii) Designating a WOSB concern eligible under the WOSB Program as the managing venturer of the joint venture, and an employee of the managing venturer as the project manager responsible for the performance of the contract;

(iii) Stating that not less than 51 percent of the net profits earned by the joint venture will be distributed to the WOSB;

(iv) Specifying the responsibilities of the parties with regard to contract performance, sources of labor, and negotiation of the WOSB contract; and

(v) Requiring the final original records be retained by the managing venturer upon completion of the WOSB contract performed by the joint venture.

(4) The joint venture must perform the applicable percentage of work required in accordance with paragraph (d) above; and

(5) The procuring activity executes the contract in the name of the WOSB concern eligible under the WOSB Program or joint venture.

(f) Nonmanufacturer. A WOSB concern eligible under the WOSB Program that is a non-manufacturer, as defined in 13 CFR 121.406(b) or FAR 19.102(f), may submit an offer on a WOSB requirement with a NAICS code for supplies, if it meets the requirements under the non-manufacturer rule set forth in those regulations.

### 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011)

(a) *Definition*.

"*Small business concern*," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) *Applicability.* This clause applies only to —

(1) Contracts that have been totally set aside or reserved for small business concerns; and

(2) Orders set aside for small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) General.

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(d) *Agreement.*



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A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed $25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

**52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2014)**

(a) *Definitions.* As used in this contract —

*HUBZone small business concern* means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

*Service-disabled veteran-owned small business* concern —

(1) Means a small business concern —

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) *Service-disabled veteran* means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

*Small business concern* means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

*Small disadvantaged business concern*, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that —

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by —

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

*Veteran-owned small business concern* means a small business concern —

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.



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*Women-owned small business concern* means a small business concern —

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(c) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(d) (1) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(2) The Contractor shall confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern by accessing the System for Award Management database or by contacting the SBA. Options for contacting the SBA include —

(i) HUBZone small business database search application Web page at http://dsbs.sba.gov/dsbs/search/dsp_searchhubzone.cfm; or http://www.sba.gov/hubzone;

(ii) In writing to the Director/HUB, U.S. Small Business Administration, 409 3rd Street, SW., Washington DC 20416; or

(iii) The SBA HUBZone Help Desk at hubzone@sba.gov.

### 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2015) (ALTERNATE II – OCT 2001)

(a) This clause does not apply to small business concerns.

(b) *Definitions.* As used in this clause —

*Alaska Native Corporation* (ANC) means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, et seq.) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(2).

*Commercial* item means a product or service that satisfies the definition of commercial item in section



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2.101 of the Federal Acquisition Regulation.

*Commercial plan* means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

*Electronic Subcontracting Reporting System* (eSRS) means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at http://www.esrs.gov.

*Indian tribe* means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

*Individual contract plan* means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

*Master plan* means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

*Subcontract* means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) Proposals submitted in response to this solicitation shall include a subcontracting plan that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate a subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 43 U.S.C. 1626:

(2) A statement of —

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);



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(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to —

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (*e.g.,* existing company source lists, the System for Award Management (SAM), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and womenowned small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of SAM as its source list does not relieve a firm of its responsibilities (*e.g.,* outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with —

(i) Small business concerns (including ANC and Indian tribes);

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns (including ANC and Indian tribes); and

(vi) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged and women-owned small business concerns have an equitable opportunity to compete for subcontracts.



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(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of $700,000 ($1.5 million for construction of any public facility with further subcontracting possibilities) to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will —

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (l) of this clause using the Electronic Subcontracting Reporting System (eSRS) at http://www.esrs.gov. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by the Small Business Administration as small disadvantaged businesses), women-owned small business concerns, and for NASA only, Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;

(iv) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;

(v) Provide its prime contract number, its DUNS number, and the e-mail address of the offeror's official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs; and

(vi) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own DUNS number, and the e-mail address of the subcontractor's official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (*e.g.,* SAM), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than $150,000, indicating —



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(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and, if not, why not;

(F) Whether women-owned small business concerns were solicited and, if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact —

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; AND

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through —

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all “make-or-buy” decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is



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identified as a certified HUBZone small business concern by accessing the SAM database or by contacting SBA.

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(6) For all competitive subcontracts over the simplified acquisition threshold in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror prior to award of the contract.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided —

(1) the master plan has been approved,

(2) the offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer, and

(3) goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror’s planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor’s commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial item. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government’s fiscal year.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) A contract may have no more than one plan. When a modification meets the criteria in 19.702 for a plan, or an option is exercised, the goals associated with the modification or option shall be added to those in the existing subcontract plan.

(j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at 52.212–5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items, or when the subcontractor provides a commercial item subject to the clause at 52.244–6, Subcontracts for Commercial Items, under a prime contract.

(k) The failure of the Contractor or subcontractor to comply in good faith with —

(1) the clause of this contract entitled “Utilization of Small Business Concerns,” or

(2) an approved plan required by this clause, shall be a material breach of the contract.

(l) The Contractor shall submit ISRs and SSRs using the web-based eSRS at http://www.esrs.gov. Purchases from a corporation, company, or subdivision that is an affiliate of the prime Contractor or



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subcontractor are not included in these reports. Subcontract award data reported by prime Contractors and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian tribe. Only subcontracts involving performance in the United States or its outlying areas should be included in these reports with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas.

(1) *ISR.* This report is not required for commercial plans. The report is required for each contract containing an individual subcontract plan.

(i) The report shall be submitted semiannually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period.

(ii) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR 19.704(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(iii) The authority to acknowledge receipt or reject the ISR resides —

(A) In the case of the prime Contractor, with the Contracting Officer; and

(B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.

(2) *SSR.* (i) Reports submitted under individual contract plans —

(A) This report encompasses all subcontracting under prime contracts and subcontracts with the awarding agency, regardless of the dollar value of the subcontracts.

(B) The report may be submitted on a corporate, company or subdivision (e.g. plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If a prime Contractor and/or subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over $700,000 (over $1.5 million for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/ agencies and/or subcontracts awarded by DoD prime Contractors. However, for construction and related maintenance and repair, a separate report shall be submitted for each DoD component.

(D) For DoD and NASA, the report shall be submitted semi-annually for the six months ending March 31 and the twelve months ending September 30. For civilian agencies, except NASA, it shall be submitted annually for the twelve month period ending September 30. Reports are due 30 days after the close of each reporting period.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs



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submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts unless stated otherwise in the contract.

(ii) Reports submitted under a commercial plan —

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year.

(B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency from which contracts for commercial items were received.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

### 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

### 52.222-17 NONDISPLACEMENT OF QUALIFIED WORKERS (MAY 2014)

(a) "Service employee", as used in this clause, means any person engaged in the performance of a service contract other than any person employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541. The term "service employee" includes all such persons regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such persons.

(b) The Contractor and its subcontractors shall, except as otherwise provided herein, in good faith offer those service employees employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the service employees were hired, a right of first refusal of employment under this contract in positions for which the service employees are qualified.

(1) The Contractor and its subcontractors shall determine the number of service employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor Contractor employed in connection with performance of the work.

(2) Except as provided in paragraph (c) of this clause, there shall be no employment opening under this contract, and the Contractor and any subcontractors shall not offer employment under this contract, to any person prior to having complied fully with this obligation.

(i) The successor Contractor and its subcontractors shall make a bona fide express offer of employment to each service employee as provided herein and shall state the time within which the service employee must accept such offer, but in no case shall the period within which the service employee must accept the offer of employment be less than 10 days.

(ii) The successor Contractor and its subcontractors shall decide any question concerning a service employee's qualifications based upon the individual's education and



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employment history, with particular emphasis on the employee's experience on the predecessor contract, and the Contractor may utilize employment screening processes only when such processes are provided for by the contracting agency, are conditions of the service contract, and are consistent with Executive Order 13495.

(iii) Where the successor Contractor does not initially offer employment to all the predecessor contract service employees, the obligation to offer employment shall continue for 90 days after the successor contractor's first date of performance on the contract.

(iv) An offer of employment will be presumed to be bona fide even if it is not for a position similar to the one the employee previously held, but is one for which the employee is qualified, and even if it is subject to different employment terms and conditions, including changes to pay or benefits. (See 29 CFR 9.12 for a detailed description of a bonafide offer of employment).

(c) (1) Notwithstanding the obligation under paragraph (b) of this clause, the successor Contractor and any subcontractors (i) may employ under this contract any service employee who has worked for the contractor or subcontractor for at least three months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge, (ii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor who are not service employees within the meaning of the Service Contract Labor Standards statute, 41 U.S.C. 6701(3), and (iii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor whom the Contractor or any of its subcontractors reasonably believes, based on the particular service employee's past performance, has failed to perform suitably on the job (see 29 CFR 9.12(c)(4) for additional information). The successor Contractor bears the responsibility of demonstrating the appropriateness of claiming any of these exceptions.

(2) In addition, any Contractor or subcontractor that has been certified by the U.S. Small Business Administration as a HUBZone small business concern must ensure that it complies with the statutory and regulatory requirements of the HUBZone Program (*e.g.*, it must ensure that at least 35 percent of all of its employees reside within a HUBZone). The HUBZone small business Contractor or subcontractor must consider whether it can meet the requirements of this clause and Executive Order 13495 while also ensuring it meets the HUBZone Program's requirements.

(3) Nothing in this clause shall be construed to permit a Contractor or subcontractor to fail to comply with any provision of any other Executive order or law. For example, the requirements of the HUBZone Program (see FAR subpart 19.13), Executive Order 11246 (Equal Employment Opportunity), and the Vietnam Era Veterans' Readjustment Assistance Act of 1974 may conflict, in certain circumstances, with the requirements of Executive Order 13495. All applicable laws and Executive orders must be satisfied in tandem with, and if necessary prior to, the requirements of Executive Order 13495, 29 CFR part 9, and this clause.

(d) (1) The Contractor shall, not less than 30 days before completion of the Contractor's performance of services on the contract, furnish the Contracting Officer with a certified list of the names of all service employees working under this contract and its subcontracts at the time the list is submitted. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts with either the current or predecessor contractors or their subcontractors. Where changes to the workforce are made after the submission of the certified list described in this paragraph, the Contractor shall, in accordance with paragraph (e) of this clause, not less than 10 days before completion of the services on this contract, furnish the Contracting Officer with an updated certified list of the names of all service employees employed within the last month of contract performance. The updated list shall also contain anniversary dates of employment, and, where applicable, dates of separation of each service employee under the contract and its predecessor contracts with either the current or predecessor Contractors or their subcontractors.



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(2) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor contractor, and, if requested, to employees of the predecessor contractor or subcontractors or their authorized representatives.

(3) The Contracting Officer will direct the predecessor Contractor to provide written notice (Appendix B to 29 CFR chapter 9) to service employees of their possible right to an offer of employment with the successor contractor. Where a significant portion of the predecessor Contractor's workforce is not fluent in English, the notice shall be provided in English and the language(s) with which service employees are more familiar. The written notice shall be —

(i) Posted in a conspicuous place at the worksite; or

(ii) Delivered to the service employees individually. If such delivery is via email, the notification must result in an electronic delivery receipt or some other reliable confirmation that the intended recipient received the notice.

(e) (1) If required in accordance with 52.222–41(n), the predecessor Contractor shall, not less than 10 days before completion of this contract, furnish the Contracting Officer a certified list of the names of all service employees working under this contract and its subcontracts during the last month of contract performance. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts either with the current or predecessor Contractors or their subcontractors. If there are no changes to the workforce before the predecessor contract is completed, then the predecessor Contractor is not required to submit a revised list 10 days prior to completion of performance and the requirements of 52.222–41(n) are met. When there are changes to the workforce after submission of the 30-day list, the predecessor Contractor shall submit a revised certified list not less than 10 days prior to performance completion.

(2) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor contractor, and, if requested, to employees of the predecessor contractor or subcontractors or their authorized representatives.

(f) The Contractor and subcontractor shall maintain the following records (regardless of format, e.g., paper or electronic) of its compliance with this clause for not less than a period of three years from the date the records were created.

(1) Copies of any written offers of employment or a contemporaneous written record of any oral offers of employment, including the date, location, and attendance roster of any service employee meeting(s) at which the offers were extended, a summary of each meeting, a copy of any written notice that may have been distributed, and the names of the service employees from the predecessor contract to whom an offer was made.

(2) A copy of any record that forms the basis for any exemption claimed under this part.

(3) A copy of the service employee list provided to or received from the contracting agency.

(4) An entry on the pay records of the amount of any retroactive payment of wages or compensation under the supervision of the Administrator of the Wage and Hour Division to each service employee, the period covered by such payment, and the date of payment, and a copy of any receipt form provided by or authorized by the Wage and Hour Division. The Contractor shall also deliver a copy of the receipt to the service employee and file the original, as evidence of payment by the Contractor and receipt by the service employee, with the Administrator or an authorized representative within 10 days after payment is made.

(g) Disputes concerning the requirements of this clause shall not be subject to the general disputes clause (52.233–1) of this contract. Such disputes shall be resolved in accordance with the procedures of



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the Department of Labor set forth in 29 CFR part 9. Disputes within the meaning of this clause include disputes between or among any of the following: The Contractor, the contracting agency, the U.S. Department of Labor, and the service employees under the contract or its predecessor contract. The Contracting Officer will refer any service employee who wishes to file a complaint, or ask questions concerning this contract clause, to the: Branch of Government Contracts Enforcement, Wage and Hour Division, U.S. Department of Labor, 200 Constitution Avenue NW., Washington, DC 20210. Contact email: displaced@dol.gov.

(h) The Contractor shall cooperate in any review or investigation by the Department of Labor into possible violations of the provisions of this clause and shall make such records requested by such official(s) available for inspection, copying, or transcription upon request.

(i) If it is determined, pursuant to regulations issued by the Secretary of Labor (Secretary), that the Contractor or its subcontractors are not in compliance with the requirements of this clause or any regulation or order of the Secretary, appropriate sanctions may be imposed and remedies invoked against the Contractor or its subcontractors, as provided in Executive Order 13495, the regulations, and relevant orders of the Secretary, or as otherwise provided by law.

(j) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance. However, if the Contractor, as a result of such direction, becomes involved in litigation with a subcontractor, or is threatened with such involvement, the Contractor may request that the United States, through the Secretary, enter into such litigation to protect the interests of the United States.

(k) The Contracting Officer will withhold, or cause to be withheld, from the prime Contractor under this or any other Government contract with the same prime Contractor, such sums as an authorized official of the Department of Labor requests, upon a determination by the Administrator, the Administrative Law Judge, or the Administrative Review Board, that there has been a failure to comply with the terms of this clause and that wages lost as a result of the violations are due to service employees or that other monetary relief is appropriate. If the Contracting Officer or the Administrator, upon final order of the Secretary, finds that the Contractor has failed to provide a list of the names of service employees working under the contract, the Contracting Officer may, in his or her discretion, or upon request by the Administrator, take such action as may be necessary to cause the suspension of the payment of contract funds until such time as the list is provided to the Contracting Officer.

(l) *Subcontracts.* In every subcontract over the simplified acquisition threshold entered into in order to perform services under this contract, the Contractor shall include a provision that ensures —

(1) That each subcontractor will honor the requirements of paragraphs (b) through (c) of this clause with respect to the service employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor Contractor and its subcontractors;

(2) That the subcontractor will provide the Contractor with the information about the service employees of the subcontractor needed by the Contractor to comply with paragraphs (d) and (e) of this clause; and

(3) The recordkeeping requirements of paragraph (f) of this clause.

### 52.222-19 CHILD LABOR—COOPERATION WITH AUTHORITIES AND REMEDIES (FEB 2016)

(a) *Applicability.* This clause does not apply to the extent that the Contractor is supplying end products mined, produced, or manufactured in —

(1) Canada, and the anticipated value of the acquisition is $25,000 or more;



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(2) Israel, and the anticipated value of the acquisition is $50,000 or more;

(3) Mexico, and the anticipated value of the acquisition is $77,533 or more; or

(4) Armenia, Aruba, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Montenegro, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, or the United Kingdom and the anticipated value of the acquisition is $191,000 or more.

(b) *Cooperation with Authorities.* To enforce the laws prohibiting the manufacture or importation of products mined, produced, or manufactured by forced or indentured child labor, authorized officials may need to conduct investigations to determine whether forced or indentured child labor was used to mine, produce, or manufacture any product furnished under this contract. If the solicitation includes the provision 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products, or the equivalent at 52.212-3(i), the Contractor agrees to cooperate fully with authorized officials of the contracting agency, the Department of the Treasury, or the Department of Justice by providing reasonable access to records, documents, persons, or premises upon reasonable request by the authorized officials.

(c) *Violations.* The Government may impose remedies set forth in paragraph (d) for the following violations:

(1) The Contractor has submitted a false certification regarding knowledge of the use of forced or indentured child labor for listed end products.

(2) The Contractor has failed to cooperate, if required, in accordance with paragraph (b) of this clause, with an investigation of the use of forced or indentured child labor by an Inspector General, Attorney General, or the Secretary of the Treasury.

(3) The Contractor uses forced or indentured child labor in its mining, production, or manufacturing processes.

(4) The Contractor has furnished under the contract end products or components that have been mined, produced, or manufactured wholly or in part by forced or indentured child labor. (The Government will not pursue remedies at paragraph (d)(2) or paragraph (d)(3) of this clause unless sufficient evidence indicates that the Contractor knew of the violation.)

(d) *Remedies.*

(1) The Contracting Officer may terminate the contract.

(2) The suspending official may suspend the Contractor in accordance with procedures in FAR Subpart 9.4.

(3) The debarring official may debar the Contractor for a period not to exceed 3 years in accordance with the procedures in FAR Subpart 9.4.

### 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)

(a) *Definitions.* As used in this clause —

*Gender identity* has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.



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*Segregated facilities* means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

*Sexual orientation* has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

## 52.222-26 EQUAL OPPORTUNITY (APR 2015)

(a) *Definitions.* As used in this clause —

*Gender identity* has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

*Sexual orientation* has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

*United States* means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) (1) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of $10,000, the Contractor shall comply with this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(2) If the Contractor is a religious corporation, association, educational institution, or society, the requirements of this clause do not apply with respect to the employment of individuals of a particular religion to perform work connected with the carrying on of the Contractor's activities (41 CFR 60-1.5).

(c) (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to —

(i) Employment;



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(ii) Upgrading;

(iii) Demotion;

(iv) Transfer;

(v) Recruitment or recruitment advertising;

(vi) Layoff or termination;

(vii) Rates of pay or other forms of compensation; and

(viii) Selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.



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(11) The Contractor shall take such action with respect to any subcontract or purchase order as the Contracting Officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(d) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

## 52.222-29 NOTIFICATION OF VISA DENIAL (APR 2015)

(a) *Definitions.* As used in this clause —

*Gender identity* has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

*Sexual orientation* has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

(b) *Requirement to notify.*

(1) It is a violation of Executive Order 11246 for a Contractor to refuse to employ any applicant or not to assign any person hired in the United States, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, or Wake Island, on the basis that the individual's race, color, religion, sex, sexual orientation, gender identity, or national origin is not compatible with the policies of the country where or for whom the work will be performed (41 CFR 60–1.10).

(2) The Contractor shall notify the U.S. Department of State, Assistant Secretary, Bureau of Political-Military Affairs (PM), 2201 C Street NW., Room 6212, Washington, DC 20520, and the U.S. Department of Labor, Deputy Assistant Secretary for Federal Contract Compliance, when it has knowledge of any employee or potential employee being denied an entry visa to a country where this contract will be performed, and it believes the denial is attributable to the race, color, religion, sex, sexual orientation, gender identity, or national origin of the employee or potential employee.

## 52.222-3 CONVICT LABOR (JUN 2003)

(a) Except as provided in paragraph (b) of this clause, the Contractor shall not employ in the performance of this contract any person undergoing a sentence of imprisonment imposed by any court of a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands.

(b) The Contractor is not prohibited from employing persons—

(1) On parole or probation to work at paid employment during the term of their sentence;

(2) Who have been pardoned or who have served their terms; or

(3) Confined for violation of the laws of any of the States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if—

(i) The worker is paid or is in an approved work training program on a voluntary basis;



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(ii) Representatives of local union central bodies or similar labor union organizations have been consulted;

(iii) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services;

(iv) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and

(v) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

### 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)

(a) *Definitions.* As used in this clause —

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at
FAR 22.1301.

(b) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60–300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) *Subcontracts.* The Contractor shall insert the terms of this clause in subcontracts of $150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

### 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)

(a) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60– 741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of $15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings

### 52.222-37 EMPLOYMENT REPORTS ON VETERANS (FEB 2016)

(a) *Definitions.* As used in this clause, "active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," and "recently separated veteran," have the meanings given in FAR 22.1301.



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(b) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on —

(1) The total number of employees in the contractor's workforce, by job category and hiring location, who are protected veterans (*i.e.*, active duty wartime or campaign badge veterans, Armed Forces service medal veterans, disabled veterans, and recently separated veterans);

(2) The total number of new employees hired during the period covered by the report, and of the total, the number of protected veterans (*i.e.*, active duty wartime or campaign badge veterans, Armed Forces service medal veterans, disabled veterans, and recently separated veterans); and

(3) The maximum number and minimum number of employees of the Contractor or subcontractor at each hiring location during the period covered by the report.

(c) The Contractor shall report the above items by filing the VETS–4212 "Federal Contractor Veterans' Employment Report" (see "VETS–4212 Federal Contractor Reporting" and "Filing Your VETS–4212 Report" at http://www.dol.gov/vets/vets4212.htm).

(d) The Contractor shall file VETS-4212 Reports no later than September 30 of each year.

(e) The employment activity report required by paragraphs (b)(2) and (b)(3) of this clause shall reflect total new hires, and maximum and minimum number of employees, during the most recent 12–month period preceding the ending date selected for the report. Contractors may select an ending date –

(1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or

(2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(f) The number of veterans reported must be based on data known to the contractor when completing the VETS-4212. The contractor's knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve an employer of liability for discrimination under 38 U.S.C. 4212.

(g) The Contractor shall insert the terms of this clause in subcontracts of $150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

### 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

(a) During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2(d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any Web site that is maintained by the Contractor and is customarily used for notices to employees about terms and



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conditions of employment, a link to the Department of Labor's Web site that contains the full text of the poster. The link to the Department's Web site, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required employee notice, printed by the Department of Labor, may be —

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency if requested;

(3) Downloaded from the Office of Labor- Management Standards Web site at http://www.dol.gov/olms/regs/compliance/EO13496.htm; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

(f) *Subcontracts*.

(1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds $10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

### 52.222-41 SERVICE CONTRACT LABOR STANDARDS (MAY 2014)

(a) *Definitions*. As used in this clause –

*Contractor* when this clause is used in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."



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*Service employee* means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor.

(b) *Applicability.* This contract is subject to the following provisions and to all other applicable provisions of 41 U.S.C. chapter 67, Service Contract Labor Standards, and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 6702, as interpreted in Subpart C of 29 CFR Part 4.

(c) *Compensation.* (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or authorized representative, as specified in any wage determination attached to this contract.

(2) (i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv) (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.



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(B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this paragraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Service Contract Labor Standards statute and this contract.

(vi) Upon discovery of failure to comply with subparagraphs (b)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under the contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) *Obligation to Furnish Fringe Benefits.* The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) *Minimum Wage.* In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) *Successor Contracts.* If this contract succeeds a contract subject to the Service Contract Labor Standards statute under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe



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benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) *Notification to employees.* The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of 41 U.S.C. 6703 and of this contract.

(h) *Safe and Sanitary Working Conditions.* The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary or hazardous or dangerous to the health or safety of the service employee. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) *Records.* (1) The Contractor and each subcontractor performing work subject to the Service Contract Labor Standards statute shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Service Contract Labor Standards statute —

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the



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Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor will permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) *Pay Periods*. The Contractor shall unconditionally pay to each employee subject to the Service Contract Labor Standards statute all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this statute may not be of any duration longer than semi-monthly.

(k) *Withholding of Payments and Termination of Contract.* The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Service Contract Labor Standards statute all or part of the wages or fringe benefits due under the Service Contract Labor Standards statute, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) *Subcontracts*. The Contractor agrees to insert this clause in all subcontracts subject to the Service Contract Labor Standards statute.

(m) *Collective Bargaining Agreements Applicable to Service Employees*. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) *Seniority List*. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent prime Contractor shall furnish to the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.



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(o) *Ruling and Interpretations*. Rulings and interpretations of the Service Contract Labor Standards statute are contained in Regulations, 29 CFR Part 4.

(p) *Contractor's Certification*. (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under 41 U.S.C. 6706.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under 41 U.S.C. 6706.

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

(q) *Variations, Tolerances, and Exemptions Involving Employment*. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to 41 U.S.C. 6707 prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by 41 U.S.C. 6703(1) without diminishing any fringe benefits or cash payments in lieu thereof required under 41 U.S.C. 6703(2), in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, persons with disabilities, and disabled clients of work centers under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the statute for the employment of apprentices, student-learners, persons with disabilities, or disabled clients of work centers not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two statutes, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) *Apprentices*. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS), U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) *Tips*. An employee engaged in an occupation in which the employee customarily and regularly receives more than $30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by 41 U.S.C. 6703(1), in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit shall not exceed $1.34 per hour beginning January 1, 1981. To use this provision —



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(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Labor Standards minimum wage through the combination of direct wages and tip credit;

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of 41 U.S.C. 6707(c).

(t) *Disputes Concerning Labor Standards*. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

### 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It Is Not a Wage Determination

| Employee Class | Monetary Wage – Fringe Benefits |
|---|---|
| . | . |
| . | . |
| . | . |

### 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS—PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (MAY 2014)

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.

(b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(c) The wage determination, issued under the Service Contract Labor Standards statute, (41 U.S.C. chapter 67), by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair



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Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.

(d) The contract price, contract unit price labor rates, or fixed hourly labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:

(1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of $4.00 per hour. The Contractor chose to pay $4.10. The new wage determination increases the minimum rate to $4.50 per hour. Even if the Contractor voluntarily increases the rate to $4.75 per hour, the allowable price adjustment is $.40 per hour;

(2) An increase or decrease wage determination otherwise applied to the contract by operation of law; or

(3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (d) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

(f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and the change in fixed hourly rates (if this is a time-and-materials or labor-hour contract), and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price, contract unit price labor rates, or fixed hourly rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment in its effective date.

(g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

## 52.222-50 COMBATING TRAFFICKING IN PERSONS (MAR 2015)

(a) *Definitions.* As used in this clause —

*Agent* means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

*Coercion* means —

(1) Threats of serious harm to or physical restraint against any person;

(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or

(3) The abuse or threatened abuse of the legal process.



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*Commercially available off-the-shelf (COTS) item* means —

(1) Any item of supply (including construction material) that is —

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

*Commercial sex act* means any sex act on account of which anything of value is given to or received by any person.

*Debt bondage* means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

*Employee* means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

*Forced Labor* means knowingly providing or obtaining the labor or services of a person —

(1) By threats of serious harm to, or physical restraint against, that person or another person;

(2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or

(3) By means of the abuse or threatened abuse of law or the legal process.

*Involuntary servitude* includes a condition of servitude induced by means of —

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

(2) The abuse or threatened abuse of the legal process.

*Severe forms of trafficking in persons* means —

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

*Sex trafficking* means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

*Subcontract* means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.



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*Subcontractor* means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

*United States* means the 50 States, the District of Columbia, and outlying areas.

(b) *Policy*. The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents shall not —

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

(2) Procure commercial sex acts during the period of performance of the contract;

(3) Use forced labor in the performance of the contract;

(4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;

(5) (i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language accessible to the worker, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant cost to be charged to the employee, and, if applicable, the hazardous nature of the work;

(ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;

(6) Charge employees recruitment fees;

(7) (i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment —

(A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or

(B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that —

(ii) The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is —

(A) Legally permitted to remain in the country of employment and who chooses to do so; or

(B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;



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(iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.

(8) Provide or arrange housing that fails to meet the host country housing and safety standards; or

(9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(c) *Contractor requirements.* The Contractor shall —

(1) Notify its employees and agents of —

(i) The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

(d) *Notification.*

(1) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of —

(i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203–13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and

(ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.

(2) If the allegation may be associated with more than one contract, the Contractor shall inform the contracting officer for the contract with the highest dollar value.

(e) *Remedies.* In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in —

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;



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(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments until the Contractor has taken appropriate remedial action;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Declining to exercise available options under the contract;

(6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(7) Suspension or debarment.

(f) *Mitigating and aggravating factors*. When determining remedies, the Contracting Officer may consider the following:

(1) *Mitigating factors*. The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.

(2) *Aggravating factors*. The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

(g) *Full cooperation*.

(1) The Contractor shall, at a minimum —

(i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;

(ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;

(iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and

(iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.

(2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not —

(i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;

(ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or

(iii) Restrict the Contractor from —



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(A) Conducting an internal investigation;

or

(B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

(h) *Compliance plan.*

(1) This paragraph (h) applies to any portion of the contract that —

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds $500,000.

(2) The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate —

(i) To the size and complexity of the contract; and

(ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.

(3) *Minimum requirements.* The compliance plan must include, at a minimum, the following:

(i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the Web site for the Department of State's Office to Monitor and Combat Trafficking in Persons at http://www.state.gov/j/tip/.

(ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1–844–888–FREE and its email address at help@befree.org.

(iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee, and ensures that wages meet applicable hostcountry legal requirements or explains any variance.

(iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.

(v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

(4) *Posting.*

(i) The Contractor shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one



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is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor shall provide the relevant contents of the compliance plan to each worker in writing.

(ii) The Contractor shall provide the compliance plan to the Contracting Officer upon request.

(5) *Certification.* Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that —

(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and

(ii) After having conducted due diligence, either —

(A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or

(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.

(i) *Subcontracts.*

(1) The Contractor shall include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that —

(A) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(B) Has an estimated value that exceeds $500,000.

(2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this clause.

### 52.222-51 EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT--REQUIREMENTS (MAY 2014)

(a) The items of equipment to be serviced under this contract are used regularly for other than Government purposes, and are sold or traded by the Contractor in substantial quantities to the general public in the course of normal business operations.

(b) The services shall be furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, or repair of equipment.

(1) An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the Contractor, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public.

(2) An "established market price" is a current price, established in the usual course of trade



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between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or Contractor.

(c) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract shall be the same as that used for these employees and for equivalent employees servicing the same equipment of commercial customers.

(d) The Contractor is responsible for compliance with all the conditions of this exemption by its subcontractors. The Contractor shall determine the applicability of this exemption to any subcontract on or before subcontract award. In making a judgment that the exemption applies, the Contractor shall consider all factors and make an affirmative determination that all of the conditions in paragraphs (a) through (c) of this clause will be met.

(e) If the Department of Labor determines that any conditions for exemption in paragraphs (a) through (c) of this clause have not been met, the exemption shall be deemed inapplicable, and the contract shall become subject to the Service Contract Labor Standards statute. In such case, the procedures at 29 CFR 4.123(e)(1)(iv) and 29 CFR 4.5(c) will be followed

(f) The Contractor shall include the substance of this clause, including this paragraph (f), in subcontracts for exempt services under this contract.

**52.222-53 EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR CERTAIN SERVICES--REQUIREMENTS (MAY 2014)**

(a) The services under this contract are offered and sold regularly to non-Governmental customers, and are provided by the Contractor to the general public in substantial quantities in the course of normal business operations.

(b) The contract services are furnished at prices that are, or are based on, established catalog or market prices. An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the Contractor, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public. An "established market price" is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or Contractor.

(c) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract.

(d) The Contractor uses the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the Contractor uses for these employees and for equivalent employees servicing commercial customers.

(e) (1) Except for services identified in FAR 22.1003-4(d)(1)(iv), the subcontractor for exempt services shall be selected for award based on other factors in addition to price or cost with the combination of other factors at least as important as price or cost; or

(2) A subcontract for exempt services shall be awarded on a sole source basis.

(f) The Contractor is responsible for compliance with all the conditions of this exemption by its subcontractors. The Contractor shall determine in advance, based on the nature of the subcontract requirements and knowledge of the practices of likely subcontractors, that all or nearly all likely subcontractors will meet the conditions in paragraphs (a) through (d) of this clause. If the services are currently being performed under a subcontract, the Contractor shall consider the practices of the



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existing subcontractor in making a determination regarding the conditions in paragraphs (a) through (d) of this clause. If the Contractor has reason to doubt the validity of the certification, the requirements of the Service Contract Labor Standards statute shall be included in the subcontract.

(g) If the Department of Labor determines that any conditions for exemption at paragraphs (a) through (e) of this clause have not been met, the exemption shall be deemed inapplicable, and the contract shall become subject to the Service Contract Labor Standards statute. In such case, the procedures in at 29 CFR 4.123(e)(2)(iii) and 29 CFR 4.5(c) will be followed.

(h) The Contractor shall include the substance of this clause, including this paragraph (h), in subcontracts for exempt services under this contract.

### 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015)

(a) *Definitions.* As used in this clause –

*Commercially available off-the-shelf* (COTS) item –

(1) Means any item of supply that is –

(i) A commercial item (as defined in paragraph (1) of the definition at 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

*Employee assigned to the contract* means an employee who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee –

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

*Subcontract* means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

*Subcontractor* means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

*United States*, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, and the U.S. Virgin Islands.

(b) *Enrollment and verification requirements.*

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award,



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the Contractor shall –

(i) *Enroll.* Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of –

(i) *All new employees.*

(A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) *Employees assigned to the contract.* For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) *Option to verify employment eligibility of all employees.* The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within 180 calendar days of –

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).



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(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) *Web site.* Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

(d) *Individuals previously verified.* The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee –

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) *Subcontracts.* The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that –

(1) Is for –

(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than $3,500; and

(3) Includes work performed in the United States.

**52.222-55 MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (DEC 2015)**

(a) *Definitions.* As used in this clause —

"*United States*" means the 50 states and the District of Columbia.

"*Worker*" —

(1) Means any person engaged in performing work on, or in connection with, a contract covered by Executive Order 13658, and —



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(i) Whose wages under such contract are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV);

(ii) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541; and

(iii) Regardless of the contractual relationship alleged to exist between the individual and the employer.

(2) Includes workers performing on, or in connection with, the contract whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c).

(3) Also includes any person working on, or in connection with, the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(b) *Executive Order minimum wage rate.*

(1) The Contractor shall pay to workers, while performing in the United States, and performing on, or in connection with, this contract, a minimum hourly wage rate of $10.10 per hour beginning January 1, 2015.

(2) The Contractor shall adjust the minimum wage paid, if necessary, beginning January 1, 2016, and annually thereafter, to meet the applicable annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the **Federal Register** no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on www.wdol.gov (or any successor Web site), and a general notice on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, that will provide information on the E.O. minimum wage and how to obtain annual updates. The applicable published E.O. minimum wage is incorporated by reference into this contract.

(3) (i) The Contractor may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only for increased labor costs (including subcontractor labor costs) as a result of an increase in the annual E.O. minimum wage, and for associated labor costs (including those for subcontractors). Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.

(ii) Subcontractors may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Contractors shall consider any subcontractor requests for such price adjustment.

(iii) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

(4) The Contractor warrants that the prices in this contract do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(5) A pay period under this clause may not be longer than semi-monthly, but may be shorter to comply with any applicable law or other requirement under this contract establishing a shorter



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pay period. Workers shall be paid no later than one pay period following the end of the regular pay period in which such wages were earned or accrued.

(6) The Contractor shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Contractor may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 CFR 10.23, Deductions.

(7) The Contractor shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.

(8) Nothing in this clause shall excuse the Contractor from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance establishing a minimum wage higher than the E.O. minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

(9) The Contractor shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.

(10) The Contractor shall follow the policies and procedures in 29 CFR 10.24(b) and 10.28 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than $30 a month in tips.

(c) (1) This clause applies to workers as defined in paragraph (a). As provided in that definition –

(i) Workers are covered regardless of the contractual relationship alleged to exist between the contractor or subcontractor and the worker;

(ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c) are covered; and

(iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.

(2) This clause does not apply to –

(i) Fair Labor Standards Act (FLSA)-covered individuals performing in connection with contracts covered by the E.O., *i.e.* those individuals who perform duties necessary to the performance of the contract, but who are not directly engaged in performing the specific work called for by the contract, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such contracts;

(ii) Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to –

(A) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(a).

(B) Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(b).

(C) Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. 213(a)(1) and 29 CFR part 541).



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(d) *Notice*. The Contractor shall notify all workers performing work on, or in connection with, this contract of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Contractor shall post notice, utilizing the poster provided by the Administrator, which can be obtained at www.dol.gov/whd/govcontracts, in a prominent and accessible place at the worksite. Contractors that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

(e) *Payroll Records*.

(1) The Contractor shall make and maintain records, for three years after completion of the work, containing the following information for each worker:

(i) Name, address, and social security number;

(ii) The worker's occupation(s) or classification(s);

(iii) The rate or rates of wages paid;

(iv) The number of daily and weekly hours worked by each worker;

(v) Any deductions made; and

(vi) Total wages paid.

(2) The Contractor shall make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Contractor shall also make such records available upon request of the Contracting Officer.

(3) The Contractor shall make a copy of the contract available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

(4) Failure to comply with this paragraph (e) shall be a violation of 29 CFR 10.26 and this contract. Upon direction of the Administrator or upon the Contracting Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.

(5) Nothing in this clause limits or otherwise modifies the Contractor's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

(f) *Access*. The Contractor shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.

(g) *Withholding*. The Contracting Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the Contractor under this or any other Federal contract with the same Contractor, sufficient to pay workers the full amount of wages required by this clause.

(h) *Disputes*. Department of Labor has set forth in 29 CFR 10.51, Disputes concerning contractor compliance, the procedures for resolving disputes concerning a contractor's compliance with Department of Labor regulations at 29 CFR part 10. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. These disputes include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the workers or their representatives.

(i) *Antiretaliation*. The Contractor shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any



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proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.

(j) *Subcontractor compliance*. The Contractor is responsible for subcontractor compliance with the requirements of this clause and may be held liable for unpaid wages due subcontractor workers.

(k) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (k) in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

**52.222-99 ESTABLISHING A MINIMUM WAGE FOR CONTRACTORS (JUL 2014) (DEVIATION I – JUL 2014)**

This clause implements Executive Order 13658, Establishing a Minimum Wage for Contractors, dated February 12, 2014, and OMB Policy Memorandum M-14-09, Implementation of the President's Executive Order Establishing a Minimum Wage for Contractors, dated June 12, 2014.

(a) Each service employee, laborer, or mechanic employed in the United States (the 50 states and the District of Columbia) in the performance of this contract by the prime Contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the Contractor and service employee, laborer, or mechanic, shall be paid not less than the applicable minimum wage under Executive Order 13658. The minimum wage required to be paid to each service employee, laborer, or mechanic performing work on this contract between January 1, 2015, and December 31, 2015, shall be $10.10 per hour.

(b) The Contractor shall adjust the minimum wage paid under this contract each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all service employees, laborers, or mechanics subject to the Executive Order beginning January 1 of the following year. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on www.wdol.gov (or any successor website). The applicable published minimum wage is incorporated by reference into this contract.

(c) The Contracting Officer will adjust the contract price or contract unit price under this clause only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Contracting Officer shall consider documentation as to the specific costs and workers impacted in determining the amount of the adjustment.

(d) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (c) of this clause, and will not provide price adjustments under this clause that result in duplicate price adjustments with the respective clause of this contract implementing the Service Contract Labor Standards statute (formerly known as the Service Contract Act) or the Wage Rate Requirements (Construction) statute (formerly known as the Davis Bacon Act).

(e) The Contractor shall include the substance of this clause, including this paragraph (e) in all subcontracts.

**52.223-10 WASTE REDUCTION PROGRAM (MAY 2011)**

(a) *Definitions*. As used in this clause —

*Recycling* means the series of activities, including collection, separation, and processing, by which



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products or other materials are recovered from the solid waste stream for use in the form of raw materials in the manufacture of products other than fuel for producing heat or power by combustion.

*Waste prevention* means any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials.

*Waste reduction* means preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

(b) Consistent with the requirements of section 3(e) of Executive Order 13423, the Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. The Contractor's programs shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, et seq.) and implementing regulations (40 CFR part 247).

### 52.223-13 ACQUISITION OF EPEAT®–REGISTERED IMAGING EQUIPMENT (JUN 2014)

(a) *Definitions.* As used in this clause –

*Imaging equipment* means the following products:

(1) *Copier* — A commercially available imaging product with a sole function of the production of hard copy duplicates from graphic hard-copy originals. The unit is capable of being powered from a wall outlet or from a data or network connection. This definition is intended to cover products that are marketed as copiers or upgradeable digital copiers (UDCs).

(2) *Digital duplicator* — A commercially available imaging product that is sold in the market as a fully automated duplicator system through the method of stencil duplicating with digital reproduction functionality. The unit is capable of being powered from a wall outlet or from a data or network connection. This definition is intended to cover products that are marketed as digital duplicators.

(3) *Facsimile machine (fax machine)* — A commercially available imaging product whose primary functions are scanning hard-copy originals for electronic transmission to remote units and receiving similar electronic transmissions to produce hard-copy output. Electronic transmission is primarily over a public telephone system but also may be via computer network or the Internet. The product also may be capable of producing hard copy duplicates. The unit is capable of being powered from a wall outlet or from a data or network connection. This definition is intended to cover products that are marketed as fax machines.

(4) *Mailing machine* — A commercially available imaging product that serves to print postage onto mail pieces. The unit is capable of being powered from a wall outlet or from a data or network connection. This definition is intended to cover products that are marketed as mailing machines.

(5) *Multifunction device (MFD)* — A commercially available imaging product, which is a physically integrated device or a combination of functionally integrated components, that performs two or more of the core functions of copying, printing, scanning, or faxing. The copy functionality as addressed in this definition is considered to be distinct from singlesheet convenience copying offered by fax machines. The unit is capable of being powered from a wall outlet or from a data or network connection. This definition is intended to cover products that are marketed as MFDs or multifunction products.

(6) *Printer* — A commercially available imaging product that serves as a hardcopy output device and is capable of receiving information from single-user or networked computers, or other input



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devices (*e.g.*, digital cameras). The unit is capable of being powered from a wall outlet or from a data or network connection. This definition is intended to cover products that are marketed as printers, including printers that can be upgraded into MFDs in the field.

(7) *Scanner* — A commercially available imaging product that functions as an electro-optical device for converting information into electronic images that can be stored, edited, converted, or transmitted, primarily in a personal computing environment. The unit is capable of being powered from a wall outlet or from a data or network connection. This definition is intended to cover products that are marketed as scanners.

(b) Under this contract, the Contractor shall deliver, furnish for Government use, or furnish for Contractor use at a Federally controlled facility, only imaging equipment that, at the time of submission of proposals and at the time of award, was EPEAT® bronze-registered or higher.

(c) For information about EPEAT®, see www.epa.gov/epeat.

**52.223-14 ACQUISITION OF EPEAT®–REGISTERED TELEVISIONS (JUN 2014)**

(a) *Definitions.* As used in this clause –

*Television or TV* means a commercially available electronic product designed primarily for the reception and display of audiovisual signals received from terrestrial, cable, satellite, Internet Protocol TV (IPTV), or other digital or analog sources. A TV consists of a tuner/receiver and a display encased in a single enclosure. The product usually relies upon a cathode-ray tube (CRT), liquid crystal display (LCD), plasma display, or other display technology. Televisions with computer capability (*e.g.*, computer input port) may be considered to be a TV as long as they are marketed and sold to consumers primarily as televisions.

(b) Under this contract, the Contractor shall deliver, furnish for Government use, or furnish for Contractor use at a Federally controlled facility, only televisions that, at the time of submission of proposals and at the time of award, were EPEAT® bronze-registered or higher.

(c) For information about EPEAT®, see www.epa.gov/epeat.

**52.223-15 Energy Efficiency in Energy-Consuming Products (DEC 2007)**

(a) Definition. As used in this clause--

Energy-efficient product--

(1) Means a product that--

(i) Meets Department of Energy and Environmental Protection Agency criteria for use of the Energy Star trademark label; or

(ii) Is in the upper 25 percent of efficiency for all similar products as designated by the Department of Energy's Federal Energy Management Program.

(2) The term "product" does not include any energy-consuming product or system designed or procured for combat or combat-related missions (42 U.S.C. 8259b).

(b) The Contractor shall ensure that energy-consuming products are energy efficient products (i.e., ENERGY STAR® products or FEMP-designated products) at the time of contract award, for products that are--



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(1) Delivered;

(2) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(3) Furnished by the Contractor for use by the Government; or

(4) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.

(c) The requirements of paragraph (b) apply to the Contractor (including any subcontractor) unless--

(1) The energy-consuming product is not listed in the ENERGY STAR® Program or FEMP; or

(2) Otherwise approved in writing by the Contracting Officer.

(d) Information about these products is available for--

(1) ENERGY STAR® at http://www.energystar.gov/products; and

(2) FEMP at http://www1.eere.energy.gov/femp/procurement/eep_requirements.html

**52.223-16 ACQUISITION OF EPEAT®–REGISTERED PERSONAL COMPUTER PRODUCTS (OCT 2015)**

(a) *Definitions.* As used in this clause –

*Computer* means a device that performs logical operations and processes data. Computers are composed of, at a minimum:

(1) A central processing unit (CPU) to perform operations;

(2) User input devices such as a keyboard, mouse, digitizer, or game controller; and

(3) A computer display screen to output information. Computers include both stationary and portable units, including desktop computers, integrated desktop computers, notebook computers, thin clients, and workstations. Although computers must be capable of using input devices and computer displays, as noted in (2) and (3) above, computer systems do not need to include these devices on shipment to meet this definition. This definition does not include server computers, gaming consoles, mobile telephones, portable hand-held calculators, portable digital assistants (PDAs), MP3 players, or any other mobile computing device with displays less than 4 inches, measured diagonally.

*Computer display* means a display screen and its associated electronics encased in a single housing or within the computer housing (*e.g.*, notebook or integrated desktop computer) that is capable of displaying output information from a computer via one or more inputs such as a VGA, DVI, USB, DisplayPort, and/or IEEE 1394–2008TM, Standard for High Performance Serial Bus. Examples of computer display technologies are the cathode-ray tube (CRT) and liquid crystal display (LCD).

*Desktop computer* means a computer where the main unit is intended to be located in a permanent location, often on a desk or on the floor. Desktops are not designed for portability and utilize an external computer display, keyboard, and mouse. Desktops are designed for a broad range of home and office applications.

*Integrated desktop computer* means a desktop system in which the computer and computer display function as a single unit that receives its AC power through a single cable. Integrated desktop computers come in one of two possible forms:



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(1) A system where the computer display and computer are physically combined into a single unit; or

(2) A system packaged as a single system where the computer display is separate but is connected to the main chassis by a DC power cord and both the computer and computer display are powered from a single power supply. As a subset of desktop computers, integrated desktop computers are typically designed to provide similar functionality as desktop systems.

*Notebook computer* means a computer designed specifically for portability and to be operated for extended periods of time either with or without a direct connection to an AC power source. Notebooks must utilize an integrated computer display and be capable of operation off of an integrated battery or other portable power source. In addition, most notebooks use an external power supply and have an integrated keyboard and pointing device. Notebook computers are typically designed to provide similar functionality to desktops, including operation of software similar in functionality to that used in desktops. Docking stations are considered accessories for notebook computers, not notebook computers. Tablet PCs, which may use touch-sensitive screens along with, or instead of, other input devices, are considered notebook computers.

*Personal computer product* means a computer, computer display, desktop computer, integrated desktop computer, or notebook computer.

(b) Under this contract, the Contractor shall deliver, furnish for Government use, or furnish for Contractor use at a Federally controlled facility, only personal computer products that, at the time of submission of proposals and at the time of award, were EPEAT® bronze-registered or higher.

(c) For information about EPEAT®, see www.epa.gov/epeat.

**52.223-17 AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (MAY 2008)**

(a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired#

(1) Competitively within a timeframe providing for compliance with the contract performance schedule;

(2) Meeting contract performance requirements; or

(3) At a reasonable price.

(b) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/. The list of EPA-designated items is available at http://www.epa.gov/cpg/products.htm.

**52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)**

(a) *Definitions.* As used in this clause –

"*Driving*" –

(1) Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.

(2) Does not include operating a motor vehicle with or without the motor running when one has



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pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

"*Text messaging*" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

(b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving, dated October 1, 2009.

(c) The Contractor should –

(1) Adopt and enforce policies that ban text messaging while driving –

(i) Company-owned or -rented vehicles or Government-owned vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct initiatives in a manner commensurate with the size of the business, such as –

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(d) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts that exceed the micro-purchase threshold.

### 52.223-19 COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS (MAY 2011)

The Contractor's work under this contract shall conform with all operational controls identified in the applicable agency or facility Environmental Management Systems and provide monitoring and measurement information necessary for the Government to address environmental performance relative to the goals of the Environmental Management Systems.

### 52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEP 2013)

(a) In the performance of this contract, the contractor shall make maximum use of biobased products that are United States Department of Agriculture (USDA)-designated items unless –

(1) The product cannot be acquired –

(i) Competitively within a time frame providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.



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(2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 3201.3(e)). For example, all USDA-designated items are exempt from the preferred procurement requirement for the following:

(i) Spacecraft system and launch support equipment.

(ii) Military equipment, *i.e.*, a product or system designed or procured for combat or combat-related missions.

(b) Information about this requirement and these products is available at http://www.biopreferred.gov.

(c) In the performance of this contract, the Contractor shall –

(1) Report to the environmental point of contact identified in paragraph (d) of this clause, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30;

(2) Submit this report no later than –

(i) October 31 of each year during contract performance; and

(ii) At the end of contract performance.

### 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)

(a) *Definitions.* As used in this clause—

*Toxic chemical* means a chemical or chemical category listed in 40 CFR 372.65.

(b) Federal facilities are required to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050), and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(c) The Contractor shall provide all information needed by the Federal facility to comply with the following:

(1) The emergency planning reporting requirements of Section 302 of EPCRA.

(2) The emergency notice requirements of Section 304 of EPCRA.

(3) The list of Material Safety Data Sheets, required by Section 311 of EPCRA.

(4) The emergency and hazardous chemical inventory forms of Section 312 of EPCRA.

(5) The toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA.

(6) The toxic chemical and hazardous substance release and use reduction goals of section 2(e) of Executive Order 13423 and of Executive Order 13514.

### 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974



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(5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

### 52.224-2 PRIVACY ACT (APR 1984)

(a) The Contractor agrees to—

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies—

(i) The systems of records; and

(ii) The design, development, or operation work that the Contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.

(c) (1) "*Operation of a system of records*," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) "*Record*," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) "*System of records on individuals*," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

### 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of



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entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at http://www.treas.gov/offices/enforcement/ofac/sdn. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR chapter V and/or on OFAC's Web site at http://www.treas.gov/offices/enforcement/ofac.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

**52.225-5 TRADE AGREEMENTS (FEB 2016)**

(a) *Definitions.* As used in this clause —

"Caribbean Basin country end product"—

(1) Means an article that —

(i) (A) Is wholly the growth, product, or manufacture of a Caribbean Basin country;

or

(B) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed; and

(ii) Is not excluded from duty-free treatment for Caribbean countries under 19 U.S.C. 2703(b).

(A) For this reason, the following articles are not Caribbean Basin country end products:

(1) Tuna, prepared or preserved in any manner in airtight containers;

(2) Petroleum, or any product derived from petroleum;

(3) Watches and watch parts (including cases, bracelets, and straps) of whatever type including, but not limited to, mechanical, quartz digital, or quartz analog, if such watches or watch parts contain any material that is the product of any country to which the Harmonized Tariff Schedule of the United States (HTSUS) column 2 rates of duty apply (i.e., Afghanistan, Cuba, Laos, North Korea, and Vietnam); and

(4) Certain of the following: textiles and apparel articles; footwear, handbags, luggage, flat goods, work gloves, and leather wearing apparel; or handloomed, handmade, and folklore articles;

(B) Access to the HTSUS to determine duty-free status of articles of these types is available at http://www.usitc.gov/tata/hts/. In particular, see the following:

(1) General Note 3(c), Products Eligible for Special Tariff treatment.

(2) General Note 17, Products of Countries Designated as Beneficiary Countries under the United States-Caribbean Basin Trade Partnership Act of 2000.

(3) Section XXII, Chapter 98, Subchapter II, Articles Exported and Returned, Advanced or Improved Abroad, U.S. Note 7(b).

(4) Section XXII, Chapter 98, Subchapter XX, Goods Eligible for Special Tariff Benefits under the United States-Caribbean Basin Trade



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Partnership Act; and

(2) Refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the acquisition, includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

"Designated country" means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Montenegro, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan (known in the World Trade Organization as "the Separate Customs Territory of Taiwan, Penghu, Kinmen and Matsu (Chinese Taipei)"), or United Kingdom);

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

"Designated country end product" means a WTO GPA country end product, an FTA country end product, a least developed country end product, or a Caribbean Basin country end product.

"End product" means those articles, materials, and supplies to be acquired under the contract for public use.

"Free Trade Agreement country end product" means an article that —

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in an FTA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

"Least developed country end product" means an article that —

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different article of



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commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product, includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

"United States" means the 50 States, the District of Columbia, and outlying areas.

"U.S.-made end product" means an article that is mined, produced, or manufactured in the United States or that is substantially transformed in the United States into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed.

"WTO GPA country end product" means an article that —

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services, (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

(b) Delivery of end products. The Contracting Officer has determined that the WTO GPA and FTAs apply to this acquisition. Unless otherwise specified, these trade agreements apply to all items in the Schedule. The Contractor shall deliver under this contract only U.S.-made or designated country end products except to the extent that, in its offer, it specified delivery of other end products in the provision entitled "Trade Agreements Certificate."

## 52.227-14 RIGHTS IN DATA--GENERAL (MAY 2014)

(a) *Definitions.* As used in this clause –

"Computer database" or "database" means a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

"Computer software" –

(1) Means

(i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and

(ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

(2) Does not include computer databases or computer software documentation.

"Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.



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"Data" means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

"Form, fit, and function data" means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

"Limited rights" means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(3) if included in this clause.

"Limited rights data" means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

"Restricted computer software" means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.

"Restricted rights" as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

"Technical data" means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See 41 U.S.C. 116).

"Unlimited rights" means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of rights.

(1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in--

(i) Data first produced in the performance of this contract;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to--



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(i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;

(ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) Copyright--

(1) Data first produced in the performance of this contract.

(i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may, without prior approval of the Contracting Officer, assert copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings, or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.

(ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402, and an acknowledgment of Government sponsorship (including contract number).

(iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the Government. For computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.

(2) *Data not first produced in the performance of this contract.* The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor--

(i) Identifies the data; and

(ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the Government shall acquire a copyright license as set forth in paragraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

(3) *Removal of copyright notices.* The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) *Release, publication, and use of data.* The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the



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performance of this contract, except--

(1) As prohibited by Federal law or regulation (e.g., export control or national security laws or regulations);

(2) As expressly set forth in this contract; or

(3) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Contracting Officer.

(e) Unauthorized marking of data.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g) (3) or (g) (4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 4703, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of the clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.



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(1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Contractor's expense. The Contracting Officer may agree to do so if the Contractor--

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If data has been marked with an incorrect notice, the Contracting Officer may--

(i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or

(ii) Correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software.

(1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall--

(i) Identify the data being withheld; and

(ii) Furnish form, fit, and function data instead.

(2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.

(3) [Reserved]

(h) *Subcontracting.* The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

(i) *Relationship to patents or other rights.* Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

### 52.228-5 INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in



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the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

### 52.229-1 STATE AND LOCAL TAXES (APR 1984) (DEVIATION I –MAY 2003)

Notwithstanding the terms of the Federal, State, and Local Taxes clause, the contract price excludes all State and local taxes levied on or measured by the contract or sales price of the services or completed supplies furnished under this contract. The Contractor shall state separately on its invoices taxes excluded from the contract price, and the ordering activity agrees either to pay the amount of the taxes to the Contractor or provide evidence necessary to sustain an exemption.

### 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (FEB 2013) (DEVIATION – FEB 2007)

(a) As used in this clause —

“After-imposed Federal tax” means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

“After-relieved Federal tax” means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

“All applicable Federal, State, and local taxes and duties” means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

“Contract date” means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

“Local taxes” includes taxes imposed by a possession or territory of the United States, Puerto Rico, or the Northern Mariana Islands, if the contract is performed wholly or partly in any of those areas.

(b) (1) The contract price includes all applicable Federal, State, and local taxes and duties, except as provided in subparagraph (b)(2)(i) of this clause.



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(2) Taxes imposed under 26 U.S.C. 5000C may not be —

(i) Included in the contract price; nor

(ii) Reimbursed.

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d) The contract price shall be decreased by the amount of any after-relieved Federal tax.

(e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds $250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(h) The ordering activity shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

### 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either—

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the System for Award Management (SAM) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the SAM database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the SAM database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT



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information is entered into the SAM database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for—

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and—

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the SAM database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the SAM database.



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**52.232-34 Payment by Electronic Funds Transfer—Other than SYSTEM FOR AWARD MANAGEMENT (JUL 2013) (DEVIATION – FEB 2007)**

(a) Method of payment.

(1) All payments by the ordering activity under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the ordering activity is unable to release one or more payments by EFT, the Contractor agrees to either—

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the ordering activity to extend payment due dates until such time as the ordering activity makes payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor's EFT information.

(1) The Contractor is required to provide the ordering activity with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") by .. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) Mechanisms for EFT payment. The ordering activity may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) Suspension of payment.

(1) The ordering activity is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the ordering activity shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) Liability for uncompleted or erroneous transfers.



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(1) If an uncompleted or erroneous transfer occurs because the ordering activity used the Contractor's EFT information incorrectly, the ordering activity remains responsible for—

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of ordering activity release of the EFT payment transaction instruction to the Federal Reserve System, and—

(i) If the funds are no longer under the control of the payment office, the ordering activity is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the ordering activity shall not make payment and the provisions of paragraph (d) shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the ordering activity, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The ordering activity is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The ordering activity may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the ordering activity does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the ordering activity. If the ordering activity makes payment by check in accordance with paragraph (a) of this clause, the ordering activity shall mail the payment information to the remittance address in the contract.

(j) EFT information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause).

The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

(1) The contract number (or other procurement identification number).

(2) The Contractor's name and remittance address, as stated in the contract(s).



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(3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.

(4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.

(5) The Contractor's account number and the type of account (checking, saving, or lockbox).

(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.

(7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

**52.232-36 PAYMENT BY THIRD PARTY (MAY 2014) (DEVIATION – MAY 2003)**

(a) *General.*

(1) Except as provided in paragraph (a)(2) of this clause, the Contractor agrees to accept payments due under this contract, through payment by a third party in lieu of payment directly from the ordering activity, in accordance with the terms of this clause. The third party and, if applicable, the particular credit card to be used are identified elsewhere in this contract.

(2) The credit card is not authorized as a method of payment during any period of the System for Award Management (SAM) indicates that the Contractor has delinquent debt that is subject to collection under the Treasury Offset Program (TOP). Information on TOP is available at *http://fms.treas.gov/debt/index.html.* If the SAM subsequently indicates that the Contractor no longer has delinquent debt, the Contractor may request the Contracting Officer to authorize payment by credit card.

(b) *Contractor payment request.*

(1) Except as provided in paragraph (b)(2) of this clause, the Contractor shall make payment requests through a charge to the ordering activity account with the third party, at the time and for the amount due in accordance with those clauses of this contract that authorize the Contractor to submit invoices, contract financing requests, other payment requests, or as provided in other clauses providing for payment to the Contractor.

(2) When the Contracting Officer has notified the Contractor that the credit card is no longer an authorized method of payment, the Contractor shall make such payment requests in accordance with instructions provided by the Contracting Officer during the period when the purchase card is not authorized.

(c) *Payment.* The Contractor and the third party shall agree that payments due under this contract shall be made upon submittal of payment requests to the third party in accordance with the terms and conditions of an agreement between the Contractor, the Contractor's financial agent (if any), and the third party and its agents (if any). No payment shall be due the Contractor until such agreement is made. Payments made or due by the third party under this clause are not payments made by the ordering activity and are not subject to the Prompt Payment Act or any implementation thereof in this contract.

(d) *Documentation.* Documentation of each charge against the ordering activity's account shall be provided to the Contracting Officer upon request.

(e) *Assignment of claims.* Notwithstanding any other provision of this contract, if any payment is made



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under this clause, then no payment under this contract shall be assigned under the provisions of the assignment of claims terms of this contract or the Assignment of Claims Act of 1940 (31 U.S.C. 3727, 41 U.S.C. 6305).

(f) *Other payment terms*. The other payment terms of this contract shall govern the content and submission of payment requests. If any clause requires information or documents in or with the payment request, that is not provided in the third party agreement referenced in paragraph (c) of this clause, the Contractor shall obtain instructions from the Contracting Officer before submitting such a payment request.

### 52.232-37 MULTIPLE PAYMENT ARRANGEMENTS (MAY 1999)

This contract or agreement provides for payments to the Contractor through several alternative methods. The applicability of specific methods of payment and the designation of the payment office(s) are either stated—

(a) Elsewhere in this contract or agreement; or

(b) In individual orders placed under this contract or agreement.

### 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

### 52.233-1 DISPUTES (MAY 2014)

(a) This contract is subject to 41 U.S.C chapter 71, Contract Disputes.

(b) Except as provided in 41 U.S.C chapter 71, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding $100,000 is not a claim under 41 U.S.C chapter 71 until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under 41 U.S.C chapter 71. The submission may be converted to a claim under 41 U.S.C chapter 71, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d) (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.



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(2) (i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding $100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of $50,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over $50,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in 41 U.S.C chapter 71.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

## 52.233-3 PROTEST AFTER AWARD (AUG 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either—

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the



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protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the request at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at anytime are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2), or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

### 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

### 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

### 52.237-3 CONTINUITY OF SERVICES (JAN 1991) (DEVIATION – MAY 2003)

(a) The Contractor recognizes that the services under this contract are vital to the ordering activity and must be continued without interruption and that, upon contract expiration, a successor, either the ordering activity or another contractor, may continue them. The Contractor agrees to-

(1) Furnish phase-in training; and

(2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.



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(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

### 52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)

(a) The Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the Government.

(b) To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases.

(c) If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

### 52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

### 52.242-15 STOP-WORK ORDER (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either —



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(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if —

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

### 52.246-4 INSPECTION OF SERVICES—FIXED-PRICE (AUG 1996) (DEVIATION - MAY 2003)

(a) Definition: "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the ordering activity covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the ordering activity during contract performance and for as long afterwards as the contract requires.

(c) The ordering activity has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The ordering activity shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the ordering activity performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the ordering activity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the ordering activity may—

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to



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ensure future performance in conformity with contract requirements, the ordering activity may--

(1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the ordering activity that is directly related to the performance of such service; or

(2) Terminate the contract for default.

### 52.247-34 F.O.B. DESTINATION (NOV 1991) (DEVIATION – MAY 2003)

(a) The term "f.o.b. destination," as used in this clause, means—

(1) Free of expense to the ordering activity, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The ordering activity shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the ordering activity acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the Contractor uses rail carrier or freight forwarder for less than carload shipments, the Contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall—

(1) (i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(6) Pay and bear all charges to the specified point of delivery.

### 52.247-38 F.o.b. Inland Carrier, Point of Exportation (FEB 2006) (DEVIATION – FEB 2007)

(a) The term “f.o.b. inland carrier, point of exportation,” as used in this clause, means free of expense to the ordering activity, on board the conveyance of the inland carrier, delivered to the specified point of



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exportation.

(b) The Contractor shall—

(1) (i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment for ocean transportation in conformance with carrier requirements to protect the goods and to ensure assessment of the lowest applicable transportation charge;

(2) Prepare and distribute commercial bills of lading or other transportation receipt;

(3) (i) Deliver the shipment in good order and condition in or on the conveyance of the carrier on the date or within the period specified; and

(ii) Pay and bear all applicable charges, including transportation costs, to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before delivery of the shipment to the point of delivery in the contract; and

(5) At the ordering activity's request and expense, assist in obtaining the documents required for—

(i) Exportation; or

(ii) Importation at destination.

### 52.247-39 F.O.B. INLAND POINT, COUNTRY OF IMPORTATION (APR 1984)

(a) The term "f.o.b. inland point, country of importation," as used in this clause, means free of expense to the Government, on board the indicated type of conveyance of the carrier, delivered to the specified inland point where the consignee's facility is located.

(b) The Contractor shall—

(1) (i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment for ocean transportation in conformance with carrier requirements to protect the goods;

(2) (i) Deliver, in or on the inland carrier's conveyance, the shipment in good order and condition to the specified inland point where the consignee's facility is located; and

(ii) Pay and bear all applicable charges incurred up to the point of delivery, including transportation costs; export, import, or other fees or taxes; costs of landing; wharfage costs; customs duties and costs of certificates of origin; consular invoices; and other documents that may be required for importation; and

(3) Be responsible for any loss of and/or damage to the goods until their arrival on or in the carrier's conveyance at the specified inland point.

### 52.251-1 GOVERNMENT SUPPLY SOURCES (APR 2012)

The Contracting Officer may issue the Contractor an authorization to use Government supply sources in the



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performance of this contract. Title to all property acquired by the Contractor under such an authorization shall vest in the Government unless otherwise specified in the contract. The provisions of the clause at FAR 52.245-1, Government Property, apply to all property acquired under such authorization.

### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

For contract clauses which are contained in the Federal Acquisition Regulation (FAR) the address is http://acquisition.gov/far/.

| Number | Title | Clause/Provision |
|---|---|---|
| 52.202-1 | DEFINITIONS (NOV 2013) | Clause |
| 52.203-17 | CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014) | Clause |
| 52.203-3 | GRATUITIES (APR 1984) | Clause |
| 52.204-19 | INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014) | Clause |
| 52.204-4 | PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011) | Clause |
| 52.204-7 | SYSTEM FOR AWARD MANAGEMENT (JUL 2013) | Clause |
| 52.204-9 | PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011) | Clause |
| 52.207-5 | OPTION TO PURCHASE EQUIPMENT (FEB 1995) | Clause |
| 52.209-10 | PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015) | Clause |
| 52.211-16 | VARIATION IN QUANTITY (APR 1984) | Clause |
| 52.212-4 | CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAY 2015) (DEVIATION I -- FEB 2007) | Clause |
| 52.212-4 | CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAY 2015) (ALTERNATE I -- MAY 2014) (DEVIATION I -- FEB 2007) | Clause |
| 52.215-21 | REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA--MODIFICATIONS | Clause |



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| | | |
|---|---|---|
| | (OCT 2010) (ALTERNATE IV - OCT 2010) | |
| 52.216-19 | ORDER LIMITATIONS (OCT 1995) (DEVIATED II - FEB 2007) | Clause |
| 52.216-22 | INDEFINITE QUANTITY (OCT 1995) | Clause |
| 52.217-8 | OPTION TO EXTEND SERVICES (NOV 1999) | Clause |
| 52.222-1 | NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997) | Clause |
| 52.222-29 | NOTIFICATION OF VISA DENIAL (APR 2015) | Clause |
| 52.223-10 | WASTE REDUCTION PROGRAM (MAY 2011) | Clause |
| 52.223-17 | AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (MAY 2008) | Clause |
| 52.223-19 | COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS (MAY 2011) | Clause |
| 52.223-2 | AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEP 2013) | Clause |
| 52.223-5 | POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011) | Clause |
| 52.224-1 | PRIVACY ACT NOTIFICATION (APR 1984) | Clause |
| 52.224-2 | PRIVACY ACT (APR 1984) | Clause |
| 52.227-14 | RIGHTS IN DATA--GENERAL (MAY 2014) | Clause |
| 52.228-5 | INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997) | Clause |
| 52.229-1 | STATE AND LOCAL TAXES (APR 1984) (DEVIATION I - MAY 2003) | Clause |
| 52.229-3 | FEDERAL, STATE, AND LOCAL TAXES (FEB 2013) (DEVIATION I - FEB 2007) | Clause |
| 52.232-34 | PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN SYSTEM FOR AWARD MANAGEMENT (JUL 2013) (DEVIATION I - FEB 2007) | Clause |
| 52.232-36 | PAYMENT BY THIRD PARTY (MAY 2014) (DEVIATION I - MAY 2003) | Clause |
| 52.232-37 | MULTIPLE PAYMENT ARRANGEMENTS (MAY 1999) | Clause |



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| | | |
|---|---|---|
| 52.233-1 | DISPUTES (MAY 2014) | Clause |
| 52.237-2 | PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984) | Clause |
| 52.237-3 | CONTINUITY OF SERVICES (JAN 1991) (DEVIATION I - MAY 2003) | Clause |
| 52.242-13 | BANKRUPTCY (JUL 1995) | Clause |
| 52.242-15 | STOP-WORK ORDER (AUG 1989) | Clause |
| 52.246-4 | INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996) (DEVIATION I - MAY 2003) | Clause |
| 52.247-34 | F.O.B. DESTINATION (NOV 1991) (DEVIATION I - MAY 2003) | Clause |
| 52.247-38 | F.O.B. INLAND CARRIER, POINT OF EXPORTATION (FEB 2006) (DEVIATION I - FEB 2007) | Clause |
| 52.247-39 | F.O.B. INLAND POINT, COUNTRY OF IMPORTATION (APR 1984) | Clause |
| 52.251-1 | GOVERNMENT SUPPLY SOURCES (APR 2012) | Clause |
| 552.211-73 | MARKING (FEB 1996) | Clause |
| 552.211-75 | PRESERVATION, PACKAGING, AND PACKING (FEB 1996) (ALTERNATE I - MAY 2003) | Clause |
| 552.211-77 | PACKING LIST (FEB 1996) (ALTERNATE I - MAY 2003) | Clause |
| 552.212-70 | PREPARATION OF OFFER (MULTIPLE AWARD SCHEDULE) (AUG 1997) | Clause |
| 552.229-71 | FEDERAL EXCISE TAX--DC GOVERNMENT (SEP 1999) | Clause |
| 552.232-74 | INVOICE PAYMENTS (SEP 1999) | Clause |
| 552.232-79 | PAYMENT BY CREDIT CARD (MAY 2003) | Clause |
| 552.232-81 | PAYMENTS BY NON-FEDERAL ORDERING ACTIVITIES (MAY 2003) | Clause |
| 552.232-83 | CONTRACTOR'S BILLING RESPONSIBILITIES (MAY 2003) | Clause |
| 552.238-73 | CANCELLATION (SEP 1999) | Clause |
| 552.238-77 | DEFINITION (FEDERAL SUPPLY SCHEDULES) (JUL 2016) | Clause |
| 552.238-79 | USE OF FEDERAL SUPPLY SCHEDULE CONTRACTS BY CERTAIN ENTITIES - COOPERATIVE PURCHASING (JUL 2016) | Clause |
| 552.252-6 | AUTHORIZED DEVIATIONS IN CLAUSES (SEP 1999) (DEVIATION FAR 52.252-6) | Clause |
| C-FSS-412 | CHARACTERISTICS OF ELECTRIC | Clause |



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| | | |
|---|---|---|
| | CURRENT (MAY 2000) | |
| D-FSS-471 | MARKING AND DOCUMENTATION REQUIREMENTS PER SHIPMENT (APR 1984) | Clause |
| D-FSS-477 | TRANSSHIPMENTS (APR 1984) | Clause |
| I-FSS-314 | FOREIGN TAXES AND DUTIES (DEC 1990) | Clause |
| I-FSS-594 | PARTS AND SERVICE (OCT 1988) | Clause |

### 552.203-71 RESTRICTION ON ADVERTISING (SEP 1999)

The Contractor shall not refer to this contract in commercial advertising or similar promotions in such a manner as to state or imply that the product or service provided is endorsed or preferred by the White House, the Executive Office of the President, or any other element of the Federal Government, or is considered by these entities to be superior to other products or services. Any advertisement by the Contractor, including price-off coupons, that refers to a military resale activity shall contain the following statement: "This advertisement is neither paid for nor sponsored, in whole or in part, by any element of the United States Government."

### 552.211-15 Defense Priorities and Allocations System Requirements (SEP 2004)

(a) *Definitions.*

*Approved program* means a program determined to be necessary or appropriate for priorities and allocation support to promote the national defense by the Secretary of Defense, the Secretary of Energy, or the Department of Homeland Security Under Secretary for Emergency Preparedness and Response under the authority of the Defense Production Act, the Stafford Act, and Executive Order 12919, or the Selective Service Act and related statutes, and Executive Order 12742. See Schedule 1 of 15 CFR part 700 for a list of Delegate Agencies, approved programs, and program identification symbols at http://www.bis.doc.gov/DefenseIndustrialBasePrograms/OSIES/DPAS/Default.htm.

*Defense Priorities and Allocations System (DPAS)* means the regulation published at 15 CFR part 700 that requires preferential treatment for certain contracts and orders placed by a Delegate Agency in support of an approved program.

*Delegate Agency* means an agency of the U.S. Government authorized by delegation from the Department of Commerce (DOC) to place priority ratings on contracts or orders needed to support approved programs.

*Rated order* means, for the purpose of this contract, a delivery or task order issued in accordance with the provisions of the DPAS regulation (15 CFR part 700).

(b) *Rated Order Requirement.*

From time to time, the Contractor may receive a rated order under this contract from a Delegate Agency. The Contractor must give preferential treatment to rated orders as required by the Defense Priorities and Allocations System (DPAS) regulation (15 CFR part 700). The existence of previously accepted unrated or lower rated orders is not sufficient reason to reject a rated order. Rated orders take preference over all unrated orders as necessary to meet required delivery dates. There are two levels of ratings designated by the symbol of either “DO” or “DX.” All “DO” rated orders have equal priority with each other and take preference over unrated orders. All “DX” rated orders have equal priority with each other and take preference over “DO” rated orders and unrated orders. The rating designation is followed by a program identification symbol. Program identification symbols indicate which approved program is supported by the rated order (see Schedule 1 of 15 CFR part 700 for a list of Delegate Agencies, approved programs, and program identification symbols).



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(c) *Additional information.*

Additional information may be obtained at the DOC DPAS website http://www.bis.doc.gov/DefenseIndustrialBasePrograms/OSIES/DPAS/Default.htm or by contacting the designated Administrative Contracting Officer.

### 552.211-73 MARKING (FEB 1996)

(a) *General requirements.* Interior packages, if any, and exterior shipping containers shall be marked as specified elsewhere in the contract. Additional marking requirements may be specified on delivery orders issued under the contract. If not otherwise specified, interior packages and exterior shipping containers shall be marked in accordance with the following standards.

(1) *Deliveries to civilian activities.* Supplies shall be marked in accordance with Federal Standard 123, edition in effect on the date of issuance of the solicitation.

(2) *Deliveries to military activities.* Supplies shall be marked in accordance with Military Standard 129, edition in effect on the date of issuance of the solicitation.

(b) *Improperly marked material.* When Government inspection and acceptance are at destination, and delivered supplies are not marked in accordance with contract requirements, the Government has the right, without prior notice to the Contractor to perform the required marking, by contract or otherwise, and charge the Contractor, therefor at the rate specified elsewhere in this contract. This right is not exclusive, and is in addition to other rights or remedies provided for in this contract.

### 552.211-75 PRESERVATION, PACKAGING, AND PACKING (FEB 1996) (ALTERNATE I - MAY 2003)

Unless otherwise specified, all items shall be preserved, packaged, and packed in accordance with normal commercial practices, as defined in the applicable commodity specification. Packaging and packing shall comply with the requirements of the Uniform Freight Classification and the National Motor Freight Classification (issue in effect at time of shipment) and each shipping container of each item in a shipment shall be of uniform size and content, except for residual quantities. Where special or unusual packing is specified in an order, but not specifically provided for by the contract, such packing details must be the subject of an agreement independently arrived at between the ordering activity and the Contractor.

### 552.211-77 PACKING LIST (FEB 1996) (ALTERNATE I – MAY 2003)

(a) A packing list or other suitable shipping document shall accompany each shipment and shall indicate: (1) Name and address of consignor; (2) Name and complete address of consignee; (3) Ordering activity order or requisition number; (4) Government bill of lading number covering the shipment (if any); and (5) Description of the material shipped, including item number, quantity, number of containers, and package number (if any).

(b) When payment will be made by Ordering activity commercial credit card, in addition to the information in (a) above, the packing list or shipping document shall include: (1) Cardholder name and telephone number; and (2) the term "Credit Card."

### 552.211-78 COMMERCIAL DELIVERY SCHEDULE (MULTIPLE AWARD SCHEDULE) (FEB 1996)

(a) Time of Delivery. The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO) in the case of F.O.B. Destination prices; or to place of shipment in transit in the case of F.O.B. Origin prices, as set forth below. Offerors shall insert in the “Time of Delivery



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(days ARO)" column in the schedule of Items a definite number of calendar days within which delivery will be made. In no case shall the offered delivery time exceed the Contractor's normal commercial practice. The Government requires the Contractor's normal commercial delivery time, as long as it is less than the "stated" delivery time(s) shown below. If the Offeror does not insert a delivery time in the schedule of items, the Offeror will be deemed to offer delivery in accordance with the Government's stated delivery time, as stated below:

| ITEMS OR GROUP OF ITEMS (Special item No. or nomenclature) | GOVERNMENT STATED DELIVERY TIME (Days ARO) | CONTRACTOR'S NORMAL COMMERCIAL DELIVERY TIME |
|---|---|---|
| . | . | _____ |
| . | . | _____ |
| . | . | _____ |

(b) Expedited Delivery Times. For those items that can be delivered quicker than the delivery times in paragraph (a), above, the Offeror is requested to insert below, a time (hours/days ARO) that delivery can be made when expedited delivery is requested.

| **ITEM OR GROUP OF ITEMS (Special Item No. of nomenclature)** | **Expedited Delivery Time (Hours/Days ARO)** |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

(c) Overnight and 2-Day Delivery Times. Ordering activities may require overnight or 2—day delivery. The Offeror is requested to annotate its price list or by separate attachment identify the items that can be delivered overnight or within 2 days. Contractors offering such delivery services will be required to state in the cover sheet to its FSS price list details concerning this service.

### 552.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (MAY 2015) (ALTERNATE II – JUL 2009) (FAR DEVIATION – JUL 2015) (TAILORED)

(a) *Inspection/Acceptance*. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Ordering activity reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Ordering activity may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Ordering activity may seek an equitable price reduction or adequate consideration for acceptance of



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nonconforming supplies or services. The Ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Ordering activity in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.* #

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include –

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.



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(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer – System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer – Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) The due date for making invoice payments by the designated payment office is the later of the following two events:

(i) The 10th day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 10th day after the date of the Contractor's invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.

(ii) The 10th day after Government acceptance of supplies delivered or services performed by the Contractor.

(h) *Patent indemnity.* The Contractor shall indemnify the Ordering activity and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.*

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and



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(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if -

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Ordering activity upon:



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(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Ordering activity at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes*. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Ordering activity's convenience*. The Ordering activity reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Ordering activity using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Ordering activity any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause*. The Ordering activity may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Ordering activity, upon request, with adequate assurances of future performance. In the event of termination for cause, the Ordering activity shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Ordering activity for any and all rights and remedies provided by law. If it is determined that the Ordering activity improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Ordering activity upon acceptance, regardless of when or where the Ordering activity takes physical possession.

(o) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances*. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, Unauthorized Obligations, and Commercial Supplier Agreements – Unenforceable Clauses paragraphs of this clause,



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(3) The clause at 52.212-5,

(4) Solicitation provisions if this is a solicitation.

(5) Other paragraphs of this clause.

(6) Addenda to this solicitation or contract, including any license agreements for computer software.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) *System for Award Management (SAM).*

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Ordering activity's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through *https://www.acquisition.gov*.

(u) *Unauthorized Obligations*

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under



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this contract is subject to any commercial supplier agreement (as defined in 502.101) that includes any language, provision, or clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such language, provision, or clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the commercial supplier agreement. If the commercial supplier agreement is invoked through an "I agree" click box or other comparable mechanism (*e.g.*, "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such language, provision, or clause is deemed to be stricken from the commercial supplier agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) *Incorporation by reference*. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(w) Commercial supplier agreements – unenforceable clauses

When any supply or service acquired under this contract is subject to a commercial supplier agreement (as defined in 502.101), the following language shall be deemed incorporated into the commercial supplier agreement. As used herein, "this agreement" means the commercial supplier agreement:

(1) Notwithstanding any other provision of this agreement, when the end user is an agency or instrumentality of the U.S. Government, the following shall apply:

(i) *Applicability*. This agreement is a part of a contract between the commercial supplier and the U.S. Government for the acquisition of the supply or service that necessitates a license (including all contracts, task orders, and delivery orders under FAR Part 12).

(ii) *End user*. This agreement shall bind the ordering activity as end user but shall not operate to bind a Government employee or person acting on behalf of the Government in his or her personal capacity.

(iii) *Law and disputes*. This agreement is governed by Federal law.

(A) Any language purporting to subject the U.S. Government to the laws of a U.S. state, U.S. territory, district, or municipality, or a foreign nation, except where Federal law expressly provides for the application of such laws, is hereby deleted.

(B) Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal law is hereby deleted.

(C) Any language prescribing a different time period for bringing an action than that prescribed by applicable Federal law in relation to a dispute is hereby deleted.

(iv) *Continued performance*. If the supplier or licensor believes the ordering activity to be in breach of the agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while continuing performance as set forth in



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subparagraph (d) (Disputes).

(v) *Arbitration; equitable or injunctive relief.* In the event of a claim or dispute arising under or relating to this agreement, (A) binding arbitration shall not be used unless specifically authorized by agency guidance, and (B) equitable or injunctive relief, including the award of attorney fees, costs or interest, may be awarded against the U.S. Government only when explicitly provided by statute (*e.g.*, Prompt Payment Act or Equal Access to Justice Act).

(vi) Additional terms.

(A) This commercial supplier agreement may unilaterally incorporate additional terms by reference. Terms may be included by reference using electronic means (e.g., via web links, click and accept, etc). Such terms shall be enforceable only to the extent that:

(1) When included by reference using electronic means, the terms are readily available at referenced locations; and

(2) Terms do not materially change government obligations; and

(3) Terms do not increase government prices; and

(4) Terms do not decrease overall level of service; and

(5) Terms do not limit any other Government rights addressed elsewhere in this contract.

(B) The order of precedence clause of this contract notwithstanding, any software license terms unilaterally revised subsequent to award that is inconsistent with any material term or provision of this contract is not enforceable against the government.

(vii) *No automatic renewals.* If any license or service tied to periodic payment is provided under this agreement (e.g., annual software maintenance or annual lease term), such license or service shall not renew automatically upon expiration of its current term without prior express Government approval.

(viii) *Indemnification.* Any clause of this agreement requiring the commercial supplier or licensor to defend or indemnify the end user is hereby amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. 516.

(ix) *Audits.* Any clause of this agreement permitting the commercial supplier or licensor to audit the end user's compliance with this agreement is hereby amended as follows: (A) Discrepancies found in an audit may result in a charge by the commercial supplier or licensor to the ordering activity. Any resulting invoice must comply with the proper invoicing requirements specified in the underlying Government contract or order. (B) This charge, if disputed by the ordering activity, will be resolved through the Disputes clause at 522.212-4(d); no payment obligation shall arise on the part of the ordering activity until the conclusion of the dispute process. (C) Any audit requested by the contractor will be performed at the contractor's expense, without reimbursement by the Government.

(x) *Taxes or surcharges.* Any taxes or surcharges which the commercial supplier or licensor seeks to pass along to the Government as end user will be governed by the terms of the underlying Government contract or order and, in any event, must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed to otherwise in the Government contract.



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(xi) *Non-assignment*. This agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the Government's prior approval, except as expressly permitted under subparagraph (b) of this clause at 552.212-4.

(xii) *Confidential information*. If this agreement includes a confidentiality clause, such clause is hereby amended to state that neither the agreement nor the Federal Supply Schedule price list (if applicable) shall be deemed "confidential information." Issues regarding release of "unit pricing" will be resolved consistent with the Freedom of Information Act. Notwithstanding anything in this agreement to the contrary, the Government may retain any confidential information as required by law, regulation or its internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of this agreement.

(2) If any language, provision, or clause of this agreement conflicts or is inconsistent with the preceding paragraph (w)(1), the language, provisions, or clause of paragraph (w)(1) shall prevail to the extent of such inconsistency.

**552.212-70 PREPARATION OF OFFER (MULTIPLE AWARD SCHEDULE) (AUG 1997)**

(a) Definitions. *Concession*, as used in this solicitation, means a benefit, enhancement or privilege (other than a discount), which either reduces the overall cost of a customer's acquisition or encourages a customer to consummate a purchase. Concessions include, but are not limited to freight allowance, extended warranty, extended price guarantees, free installation and bonus goods.

*Discount*, as used in this solicitation, means a reduction to catalog prices (published or unpublished). Discounts include, but are not limited to, rebates, quantity discounts, purchase option credits, and any other terms or conditions other than concessions) which reduce the amount of money a customer ultimately pays for goods or services ordered or received. Any net price lower than the list price is considered a "discount" by the percentage difference from the list price to the net price.

(b) For each Special Item Number (SIN) included in an offer, the Offeror shall provide the information outlined in paragraph (c). Offerors may provide a single response covering more than one SIN, if the information disclosed is the same for all products under each SIN. If discounts and concessions vary by model or product line, offerors shall ensure that information is clearly annotated as to item or items referenced.

(c) Provide information described below for each SIN:

(1) Two copies of the offeror's current published (dated or otherwise identified) commercial descriptive catalogs and/or price list(s) from which discounts are offered. If special catalogs or price lists are printed for the purpose of this offer, such descriptive catalogs or price lists shall include a statement indicating the special catalog or price list represent a verbatim extract from the Offeror's commercial catalog and/or price list and identify the descriptive catalog and/or price list from which the information has been extracted.

(2) Next to each offered item in the commercial catalog and/or price list, the Offeror shall write the special item number (SIN) under which the item is being offered. Unless a special catalog or price list is submitted, all other items shall be marked "excluded," lined out, and initialed by the offeror.

(3) The discount(s) offered under this solicitation. The description of discounts offered shall include all discounts, such as prompt payment discounts, quantity/dollar volume discounts (indicate whether models/products can be combined within the SIN or whether SINs can be combined to earn discounts), blanket purchase agreement discounts, or purchase option credits. If



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the terms of sale appearing in the commercial catalogs or price list on which an offer is based are in conflict with the terms of this solicitation, the latter shall govern.

(4) A description of concessions offered under this solicitation which are not granted to other customers. Such concessions may include, but are not limited to, an extended warranty, a return/exchange goods policy, or enhanced or additional services.

(5) If the Offeror is a dealer/reseller or the Offeror will use dealers to perform any aspect of contract awarded under this solicitation, describe the functions, if any, that the dealer/reseller will perform.

**552.212-71 CONTRACT TERMS AND CONDITIONS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS (JUN 2016)**

(a) The Contractor agrees to comply with any clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The clauses in paragraph (b) of this section are incorporated by reference:

[*The Contracting Officer should check the clauses that apply or delete the clauses that do not apply from the list. The Contracting Officer may add the date of the clause if desired for clarity.]*

(b) Clauses.

Yes 552.203-71 Restriction on Advertising

No 552.211-73 Marking

No 552.215-70 Examination of Records by GSA

Yes 552.215-71 Examination of Records by GSA (Multiple Award Schedule)

Yes 552.215-72 Price Adjustment —Failure to Provide Accurate Information

Yes 552.219-70 Allocation of Orders—Partially Set-Aside Items

Yes 552.228-70 Workers' Compensation Laws

Yes 552.229-70 Federal, State, and Local Taxes

Yes 552.232-8 Discounts for Prompt Payment

Yes 552.232-23 Assignment of Claims

Yes 552.232-71 Adjusting Payments

Yes 552.232-72 Final Payment

Yes 552.232-73 Availability of Funds

Yes 552.232-78 Payment Information

Yes 552.237-71 Qualifications of Employees

Yes 552.238-71 Submission and Distribution of Authorized FSS Schedule Price List



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Yes 552.238-74 Industrial Funding Fee and Sales Reporting

Yes 552.238-75 Price Reductions

Yes 552.238-81 Modifications (Multiple Award Schedule)

Yes 552.242-70 Status Report of Orders and Shipments

Yes 552.246-73 Warranty—Multiple Award Schedule

No 552.246-76 Warranty of Pesticides

**552.212-72 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS (JUN 2015)**

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement provisions of law or Executive Orders applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

(a) Provisions.

*_____* 552.223-72 Hazardous Material Information

(b) Clauses.

*_____* 552.223-70 Hazardous Substances.

*_____* 552.223-71 Nonconforming Hazardous Material.

*_____* 552.223-73 Preservation, Packaging, Packing, Marking and Labeling of Hazardous Materials (HAZMAT) for Shipments.

*_____* 552.238-70 Identification of Electronic Office Equipment Providing Accessibility for the Handicapped.

*_____* 552.238-72 Identification of Products That Have Environmental Attributes.

**552.215-71 EXAMINATION OF RECORDS BY GSA (MULTIPLE AWARD SCHEDULE) (JUL 2003)**

The Contractor agrees that the Administrator of General Services or any duly authorized representative shall have access to and the right to examine any books, documents, papers and records of the Contractor involving transactions related to this contract for overbillings, billing errors, compliance with the Price Reduction clause and compliance with the Industrial Funding Fee and Sales Reporting clause of this contract. This authority shall expire 3 years after final payment. The basic contract and each option shall be treated as separate contracts for purposes of applying this clause.

**552.215-72 PRICE ADJUSTMENT—FAILURE TO PROVIDE ACCURATE INFORMATION (AUG 1997)**



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(a) The Government, at its election, may reduce the price of this contract or contract modification if the Contracting Officer determines after award of this contract or contract modification that the price negotiated was increased by a significant amount because the Contractor failed to:

(1) provide information required by this solicitation/contract or otherwise requested by the Government; or

(2) submit information that was current, accurate, and complete; or

(3) disclose changes in the Contractor's commercial pricelist(s), discounts or discounting policies which occurred after the original submission and prior to the completion of negotiations.

(b) The Government will consider information submitted to be current, accurate and complete if the data is current, accurate and complete as of 14 calendar days prior to the date it is submitted.

(c) If any reduction in the contract price under this clause reduces the price for items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States—

(1) The amount of the overpayment; and

(2) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective each quarter prescribed by the Secretary of Treasury under 26 U.S.C. 6621(a)(2).

(d) Failure to agree on the amount of the decrease shall be resolved as a dispute.

(e) In addition to the remedy in paragraph (a) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

### 552.215-73 NOTICE (JUL 2016)

(a) The information collection requirements contained in this solicitation/contract are either required by regulation or approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned OMB Control No. 3090-0163.

(b) GSA's hours of operation are 8:00 a.m. to 4:30 p.m. Requests for pre-award debriefings postmarked or otherwise submitted after 4:30 p.m. will be considered submitted the following business day. Requests for post-award debriefings delivered after 4:30 p.m. will be considered received and filed the following business day.

### 552.216-70 ECONOMIC PRICE ADJUSTMENT – FSS MULTIPLE AWARD SCHEDULE CONTRACTS (SEP 1999) (ALTERNATE I – SEP 1999) (DEVIATION – JUN 2016)

Price adjustments include price increases and price decreases. Adjustments will be considered as follows:

(a) Contractors shall submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reductions clause.

(b) Contractors may request price increases to be effective on or after the first 12 months of the contract period providing all of the following conditions are met:



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(1) Increases resulting from a reissue or other modification of the Contractor's commercial catalog/price list that was used as the basis for the contract award.

(2) No more than three increases will be considered during each succeeding 12-month period of the contract. (For succeeding contract periods of less than 12 months, up to three increases will be considered subject to the other conditions of this subparagraph (b)).

(3) Increases are requested before the last 60 days of the contract period.

(4) At least 30 days elapse between requested increases.

(c) In any contract period during which price increases will be considered, the aggregate of the increases during any 12-month period shall not exceed (10%) ten percent of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change.

(d) The following material shall be submitted with the request for a price increase:

(1) A copy of the commercial catalog/price list showing the price increase and the effective date for commercial customers.

(2) Commercial Sales Practices Format regarding the Contractor's commercial pricing practice relating to the reissued or modified catalog/price list, or a certification that no change has occurred in the data since completion of the initial negotiation or a subsequent submission.

(3) Documentation supporting the reasonableness of the price increase.

(e) The Government reserves the right to exercise one of the following options:

(1) Accept the Contractor's price increases as requested when all conditions of (b), (c), and (d) of this clause are satisfied;

(2) Negotiate more favorable discounts from the new commercial prices when the total increase requested is not supported; or,

(3) Remove the product(s) from contract involved pursuant to the Cancellation clause of this contract, when the increase requested is not supported.

(f) The increased contract prices shall apply to delivery orders issued to the Contractor on or after the effective date of the contract modification.

Note: Regulation 552.216-70
THIS REGULATION FOR ECONOMIC PRICE ADJUSTMENT (EPA) IS RELATING TO PRODUCTS AND /OR SERVICES THAT WERE AWARDED BASED ON A COMMERCIAL CATALOG PRICE.

**552.223-73 PRESERVATION, PACKAGING, PACKING, MARKING AND LABELING OF HAZARDOUS MATERIALS (HAZMAT) FOR SHIPMENTS (JUN 2015)**

(a) *Definition. United States*, as used in this clause, means the 48 adjoining U.S. States, Alaska, Hawaii, and U.S. territories and possessions, such as Puerto Rico.

(b) Preservation, packaging, packing, marking and labeling of hazardous materials for export shipment



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outside the United States in all transport modes shall comply with the following, as applicable:

(1) International Maritime Dangerous Goods (IMDG) Code as established by the International Maritime Organization (IMO).

(2) U.S. Department of Transportation (DOT) Hazardous Material Regulation (HMR) 49 CFR parts 171 through 180. (Note: Classifications permitted by the HMR, but not permitted by the IMDG code, such as Consumer Commodities classed as ORM–D, shall be packaged in accordance with the IMDG Code and dual-marked with both Consumer Commodity and IMDG marking and labeling.)

(3) Occupational Safety and Health Administration (OSHA) Regulation 29 CFR part 1910.1200.

(4) International Air Transport Association (IATA), Dangerous Goods Regulation and/or International Civil Aviation Organization (ICAO), Technical Instructions.

(5) AFMAN 24–204, Air Force Inter- Service Manual, Preparing Hazardous Materials For Military Air Shipments.

(6) Any preservation, packaging, packing, marking and labeling requirements contained elsewhere in this solicitation and contract.

(c) Preservation, packaging, packing, marking and labeling of hazardous materials for domestic shipments within the United States in all transport modes shall comply with the following; as applicable:

(1) U.S. Department of Transportation (DOT) Hazardous Material Regulation (HMR) 49 CFR parts 171 through 180.

(2) Occupational Safety and Health Administration (OSHA) Regulation 29 CFR part 1910.1200.

(3) Any preservation, packaging, packing, marking and labeling requirements contained elsewhere in this solicitation and contract.

(d) Hazardous Material Packages designated for outside the United States destinations through Forwarding Points, Distribution Centers, or Container Consolidation Points (CCPs) shall comply with the IMDG, IATA, ICAO or AFMAN 24–204 codes, as applicable.

(e) The test certification data showing compliance with performance-oriented packaging or UN-approved packaging requirements shall be made available to GSA contract administration/management representatives or regulatory inspectors upon request.

### 552.229-70 FEDERAL, STATE, AND LOCAL TAXES (APR 1984)

The contract price includes all applicable Federal, State, and local taxes. No adjustment will be made to cover taxes which may subsequently be imposed on this transaction or changes in the rates of currently applicable taxes. However, the Government will, upon the request of the Contractor, furnish evidence appropriate to establish exemption from any tax from which the Government is exempt and which was not included in the contract price.

### 552.229-71 FEDERAL EXCISE TAX—DC GOVERNMENT (SEP 1999)

If the District of Columbia cites an Internal Revenue Tax Exempt Certificate Number on orders placed under this contract, the Contractor shall bill shipments to the District of Columbia at prices exclusive of Federal excise tax and show the amount of such tax on the invoice.



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### 552.232-23 ASSIGNMENT OF CLAIMS (SEP 1999)

Because this is a requirements or indefinite quantity contract under which more than one agency may place orders, paragraph (a) of the Assignment of Claims clause (FAR 52.232-23) is inapplicable and the following is substituted therefor:

In order to prevent confusion and delay in making payment, the Contractor shall not assign any claim(s) for amounts due or to become due under this contract. However, the Contractor is permitted to assign separately to a bank, trust company, or other financial institution, including any Federal lending agency, under the provisions of the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereinafter referred to as "the Act"), all amounts due or to become due under any order amounting to $1,000 or more issued by any Government agency under this contract. Any such assignment takes effect only if and when the assignee files written notice of the assignment together with a true copy of the instrument of assignment with the contracting officer issuing the order and the finance office designated in the order to make payment. Unless otherwise stated in the order, payments to an assignee of any amounts due or to become due under any order assigned may, to the extent specified in the Act, be subject to reduction or set-off.

### 552.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013) (FAR DEVIATION - JUL 2015)

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any commercial supplier agreement (as defined in 502.101) that includes any language, provision, or clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(1) Any such language, provision, or clause is unenforceable against the Government.

(2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the commercial supplier agreement. If the commercial supplier agreement is invoked through an “I agree” click box or other comparable mechanism (*e.g.*, “click-wrap” or “browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such clause.

(3) Any such language, provision, or clause is deemed to be stricken from the commercial supplier agreement.

(b) Paragraph (a) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

### 552.232-74 INVOICE PAYMENTS (SEP 1999)

(a) The due date for making invoice payments by the designated payment office is:

(1) For orders placed electronically by the General Services Administration (GSA) Federal Supply Service (FSS), and to be paid by GSA through electronic funds transfer (EFT), the later of the following two events:

(i) The 10th day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 10th day after the date of the Contractor's invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.

(ii) The 10th day after Government acceptance of supplies delivered or services



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performed by the Contractor.

(2) For all other orders, the later of the following two events:

(i) The 30th day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.

(ii) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor.

(3) On a final invoice, if the payment amount is subject to contract settlement actions, acceptance occurs on the effective date of the contract settlement.

(b) The General Services Administration will issue payment on the due date in (a)(1) above if the Contractor complies with full cycle electronic commerce. Full cycle electronic commerce includes all the following elements:

(1) The Contractor must receive and fulfill electronic data interchange (EDI) purchase orders (transaction set 850).

(2) The Contractor must generate and submit to the Government valid EDI invoices (transaction set 810) or submit invoices through the GSA Finance Center Internet-based invoice process. Internet-based invoices must be submitted using procedures provided by GSA.

(3) The Contractor's financial institution must receive and process, on behalf of the Contractor, EFT payments through the Automated Clearing House (ACH) system.

(4) The EDI transaction sets in (b)(1) through (b)(3) above must adhere to implementation conventions provided by GSA.

(c) If any of the conditions in (b) above do not occur, the 10 day payment due dates in (a)(1) become 30 day payment due dates.

(d) Notwithstanding paragraph (g) of the clause at FAR 52.212-4, Contract Terms and Conditions--Commercial Items, if the Contractor submits hard-copy invoices, submit only an original invoice. No copies of the invoice are required.

(e) All other provisions of the Prompt Payment Act (31 U.S.C. 3901 et seq.) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment, apply.

**552.232-78 COMMERCIAL SUPPLIER AGREEMENTS – UNENFORCEABLE CLAUSES (JUL 2015)**

(a) When any supply or service acquired under this contract is subject to a commercial supplier agreement, the following language shall be deemed incorporated into the commercial supplier agreement. As used herein, “this agreement” means the commercial supplier agreement:

(1) Notwithstanding any other provision of this agreement, when the end user is an agency or instrumentality of the U.S. Government, the following shall apply:

(i) *Applicability.* This agreement is part of a contract between the commercial supplier and the U.S. Government for the acquisition of the supply or service that necessitates a license (including all contracts, task orders, and delivery orders not using FAR Part 12).



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(ii) *End user*. This agreement shall bind the ordering activity as end user but shall not operate to bind a Government employee or person acting on behalf of the Government in his or her personal capacity.

(iii) *Law and disputes*. This agreement is governed by Federal law. (A) Any language purporting to subject the U.S. Government to the laws of a U.S. state, U.S. territory, district, or municipality, or foreign nation, except where Federal law expressly provides for the application of such laws, is hereby deleted. (B) Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal law is hereby deleted. (C) Any language prescribing a different time period for bringing an action than that prescribed by applicable Federal law in relation to a dispute is hereby deleted.

(iv) *Continued performance*. If the supplier or licensor believes the ordering activity to be in breach of the agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while continuing performance as set forth in 52.233-1 Disputes.

(v) *Arbitration; equitable or injunctive relief*. In the event of a claim or dispute arising under or relating to this agreement, (A) binding arbitration shall not be used unless specifically authorized by agency guidance, and (B) equitable or injunctive relief, including the award of attorney fees, costs or interest, may be awarded against the U.S. Government only when explicitly provided by statute (e.g., Prompt Payment Act or Equal Access to Justice Act).

(vi) Additional terms.

(A) This commercial supplier agreement may unilaterally incorporate additional terms by reference. Terms may be included by reference using electronic means (e.g., via web links, click and accept, etc). Such terms shall be enforceable only to the extent that:

(1) When included by reference using electronic means, the terms are readily available at referenced locations; and

(2) Terms do not materially change government obligations; and

(3) Terms do not increase government prices; and

(4) Terms do not decrease overall level of service; and

(5) Terms do not limit any other Government right addressed elsewhere in this contract.

(B) The order of precedence clause of this contract notwithstanding, any software license terms unilaterally revised subsequent to award that is inconsistent with any material term or provision of this contract is not enforceable against the government.

(vii) *No automatic renewals*. If any license or service tied to periodic payment is provided under this agreement (e.g., annual software maintenance or annual lease term), such license or service shall not renew automatically upon expiration of its current term without prior express Government approval.

(viii) *Indemnification*. Any clause of this agreement requiring the commercial supplier or licensor to defend or indemnify the end user is hereby amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. 516.



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(ix) *Audits*. Any clause of this agreement permitting the commercial supplier or licensor to audit the end user's compliance with this agreement is hereby amended as follows: (A) Discrepancies found in an audit may result in a charge by the commercial supplier or licensor to the ordering activity. Any resulting invoice must comply with the proper invoicing requirements specified in the underlying Government contract or order. (B) This charge, if disputed by the ordering activity, will be resolved through the Disputes clause at 52.233-1; no payment obligation shall arise on the part of the ordering activity until the conclusion of the dispute process. (C) Any audit requested by the contractor will be performed at the contractor's expense, without reimbursement by the Government.

(x) *Taxes or surcharges*. Any taxes or surcharges which the commercial supplier or licensor seeks to pass along to the Government as end user will be governed by the terms of the underlying Government contract or order and, in any event, must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed to otherwise in the Government contract.

(xi) *Non-assignment*. This agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the Government's prior approval, except as expressly permitted under the clause at 52.232-23, Assignment of Claims.

(xii) *Confidential information*. If this agreement includes a confidentiality clause, such clause is hereby amended to state that neither the agreement nor the Federal Supply Schedule price list shall be deemed "confidential information." Issues regarding release of "unit pricing" will be resolved consistent with the Freedom of Information Act. Notwithstanding anything in this agreement to the contrary, the Government may retain any confidential information as required by law, regulation or its internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of this agreement.

(2) If any provision of this agreement conflicts or is inconsistent with the preceding subparagraph (a)(1), the provisions of subparagraph (a)(1) shall prevail to the extent of such inconsistency.

**552.232-79 PAYMENT BY CREDIT CARD (MAY 2003)**

(a) Definitions.

"Credit card" means any credit card used to pay for purchases, including the Governmentwide Commercial Purchase Card.

"Governmentwide commercial purchase card" means a uniquely numbered credit card issued by a contractor under GSA's Governmentwide Contract for Fleet, Travel, and Purchase Card Services to named individual Government employees or entities to pay for official Government purchases.

"Oral order" means an order placed orally either in person or by telephone.

(b) The Contractor must accept the credit card for payments equal to or less than the micro-purchase threshold (see Federal Acquisition Regulation 2.101) for oral or written orders under this contract.

(c) The Contractor and the ordering agency may agree to use the credit card for dollar amounts over the micro-purchase threshold, and the Government encourages the Contractor to accept payment by the purchase card. The dollar value of a purchase card action must not exceed the ordering agency's established limit. If the Contractor will not accept payment by the purchase card for an order exceeding the micro-purchase threshold, the Contractor must so advise the ordering agency within 24 hours of receipt of the order.

(d) The Contractor shall not process a transaction for payment through the credit card clearinghouse



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until the purchased supplies have been shipped or services performed.

Unless the cardholder requests correction or replacement of a defective or faulty item under other contract requirements, the Contractor must immediately credit a cardholder's account for items returned as defective or faulty.

(e) Payments made using the Governmentwide commercial purchase card are not eligible for any negotiated prompt payment discount. Payment made using an ordering activity debit card will receive the applicable prompt payment discount.

### 552.232-8 DISCOUNTS FOR PROMPT PAYMENT (APR 1989) (DEVIATION FAR 52.232-8) (ALTERNATE I — MAY 2003)

(a) Discounts for early payment (hereinafter referred to as "discounts" or "the discount") will be considered in evaluating the relationship of the offeror's concessions to the Government vis-a-vis the offeror's concessions to its commercial customers, but only to the extent indicated in this clause.

(b) Discounts will not be considered to determine the low offeror in the situation described in the "Offers on Identical Products" provision of this solicitation.

(c) Uneconomical discounts will not be considered as meeting the criteria for award established by the Government. In this connection, a discount will be considered uneconomical if the annualized rate of return for earning the discount is lower than the "value of funds" rate established by the Department of the Treasury and published quarterly in the Federal Register. The "value of funds" rate applied will be the rate in effect on the date specified for the receipt of offers.

(d) Discounts for early payment may be offered either in the original offer or on individual invoices submitted under the resulting contract. Discounts offered will be taken by the Government if payment is made within the discount period specified.

(e) Discounts that are included in offers become a part of the resulting contracts and are binding on the Contractor for all orders placed under the contract. Discounts offered only on individual invoices will be binding on the Contractor only for the particular invoice on which the discount is offered.

(f) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the date on which an electronic funds transfer was made.

### 552.232-81 PAYMENTS BY NON-FEDERAL ORDERING ACTIVITIES (MAY 2003)

If eligible non-federal ordering activities are subject to a State prompt payment law, the terms and conditions of the applicable State law apply to the orders placed under this contract by such activities. If eligible non-federal ordering activities are not subject to a State prompt payment law, the terms and conditions of the Federal Prompt Payment Act as reflected in Federal Acquisition Regulation clause 52.232-25, Prompt Payment, or 52.212-4, Contract Terms and Conditions—Commercial Items, apply to such activities in the same manner as to Federal ordering activities.

### 552.232-83 CONTRACTOR'S BILLING RESPONSIBILITIES (MAY 2003)

The Contractor is required to perform all billings made pursuant to this contract. However, if the Contractor has dealers that participate on the contract and the billing/payment process by the Contractor for sales made by the dealer is a significant administrative burden, the following alternative procedures may be used. Where dealers are allowed by the Contractor to bill ordering activities and accept payment in the Contractor's name,



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the Contractor agrees to obtain from all dealers participating in the performance of the contract a written agreement, which will require dealers to—

(1) Comply with the same terms and conditions regarding prices as the Contractor for sales made under the contract;

(2) Maintain a system of reporting sales under the contract to the manufacturer, which includes—

(i) The date of sale;

(ii) The ordering activity to which the sale was made;

(iii) The service or product/model sold;

(iv) The quantity of each service or product/model sold;

(v) The price at which it was sold, including discounts; and

(vi) All other significant sales data.

(3) Be subject to audit by the Government, with respect to sales made under the contract; and

(4) Place orders and accept payments in the name of the Contractor in care of the dealer.

An agreement between a Contractor and its dealers pursuant to this procedure will not establish privity of contract between dealers and the Government.

**552.238-70 IDENTIFICATION OF ELECTRONIC OFFICE EQUIPMENT PROVIDING ACCESSIBILITY FOR THE HANDICAPPED (SEP 1991)**

(a) Definitions. "Electronic office equipment accessibility" means the application/configuration of electronic office equipment (includes hardware, software, and firmware) in a manner that accommodates the functional limitations of individuals with disabilities (i.e., handicapped individuals) so as to promote productivity and provide access to work related and/or public information resources.

"Handicapped individuals" mean qualified individuals with impairments as cited in 29 CFR 1613.702(f) who can benefit from electronic office equipment accessibility.

"Special peripheral" means a special needs aid that provides access to electronic equipment that is otherwise inaccessible to a handicapped individual.

(b) The offeror is encouraged to identify in its offer, and include in any commercial catalogs and pricelists accepted by the Contracting Officer, office equipment, including any special peripheral, that will facilitate electronic office equipment accessibility for handicapped individuals. Identification should include the type of disability accommodated and how the users with that disability would be helped.

**552.238-72 IDENTIFICATION OF PRODUCTS THAT HAVE ENVIRONMENTAL ATTRIBUTES (SEP 2003)**

(a) Several laws, Executive orders and Agency directives require Federal buyers to purchase products that are less harmful to the environment, when they are life cycle cost-effective (see FAR Subpart 23.7). The U.S. General Services Administration (GSA) requires contractors to highlight environmental products under Federal Supply Service schedule contracts in various communications media (e.g., publications and electronic formats).



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(b) Definitions. As used in this clause —

Energy-efficient product means a product that—

(1) Meets Department of Energy and Environmental Protection Agency criteria for use of the ENERGY STAR [reg] trademark label; or

(2) Is in the upper 25 percent of efficiency for all similar products as designated by the Department of Energy's Federal Energy Management Program.

*GSA Advantage!*® is an on-line shopping mall and ordering system that provides customers with access to products and services under GSA contracts.

Other environmental attributes refers to product characteristics that provide environmental benefits, excluding recovered materials and energy and water efficiency. Several examples of these characteristics are biodegradable, recyclable, reduced pollutants, ozone safe, and low volatile organic compounds (VOCs).

Post-consumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Post-consumer material is part of the broader category of "recovered material." The Environmental Protection Agency (EPA) has developed a list of EPA-designated products in their Comprehensive Procurement Guidelines (CPGs) to provide Federal agencies with purchasing recommendations on specific products in a Recovered Materials Advisory Notice (RMAN). The RMAN contains recommended recovered and post-consumer material content levels for the specific products designated by EPA (40 CFR part 247 and http://www.epa.gov/cpg/).

Recovered materials means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process (Executive Order 13101 and 42 U.S.C. 6903 (19) and http://www.epa.gov/cpg/). For paper and paper products, see the definition at FAR 11.301 (42 U.S.C. 6962 (h)).

Remanufactured means factory rebuilt to original specifications.

Renewable energy means energy produced by solar, wind, geothermal, and biomass power.

Renewable energy technology means—

(1) Technologies that use renewable energy to provide light, heat, cooling, or mechanical or electrical energy for use in facilities or other activities; or

(2) The use of integrated whole-building designs that rely upon renewable energy resources, including passive solar design.

(c) (1) The offeror must identify products that—

(i) Are compliant with the recovered and post-consumer material content levels recommended in the Recovered Materials Advisory Notices (RMANs) for EPA-designated products in the CPG program (http://www.epa.gov/cpg/);

(ii) Contain recovered materials that either do not meet the recommended levels in the RMANs or are not EPA-designated products in the CPG program (see FAR 23.401 and http://www.epa.gov/cpg/);

(iii) Are energy-efficient, as defined by either ENERGY STAR [reg] and/or FEMP's designated top 25th percentile levels (see ENERGY STAR [reg] at



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http://www.energystar.gov/ and FEMP at http://www.eere.energy.gov/);

(iv) Are water-efficient;

(v) Use renewable energy technology;

(vi) Are remanufactured; and

(vii) Have other environmental attributes.

(2) These identifications must be made in each of the offeror's following mediums:

(i) The offer itself.

(ii) Printed commercial catalogs, brochures, and pricelists.

(iii) Online product website.

(iv) Electronic data submission for GSA *Advantage!* ® submitted via GSA's Schedules Input Program (SIP) software or the Electronic Data Inter-change (EDI). Offerors can use the SIP or EDI methods to indicate environmental and other attributes for each product that is translated into respective icons in GSA *Advantage!* ®.

(d) An offeror, in identifying an item with an environmental attribute, must possess evidence or rely on a reasonable basis to substantiate the claim (see 16 CFR part 260, Guides for the Use of Environmental Marketing Claims). The Government will accept an offeror's claim of an item's environmental attribute on the basis of—

(1) Participation in a Federal agency-sponsored program (e.g., the EPA and DOE ENERGY STAR [reg] product labeling program);

(2) Verification by an independent organization that specializes in certifying such claims; or

(3) Possession of competent and reliable evidence. For any test, analysis, research, study, or other evidence to be "competent and reliable," it must have been conducted and evaluated in an objective manner by persons qualified to do so, using procedures generally accepted in the profession to yield accurate and reliable results.

### 552.238-73 CANCELLATION (SEP 1999)

Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 calendar days after the other party receives the notice of cancellation. If the Contractor elects to cancel this contract, the Government will not reimburse the minimum guarantee.

### 552.238-74 INDUSTRIAL FUNDING FEE AND SALES REPORTING (MAY 2014)

(a) *Reporting of Federal Supply Schedule Sales*. The Contractor shall report all contract sales under this contract as follows:

(1) The Contractor shall accurately report the dollar value, in U.S. dollars and rounded to the nearest whole dollar, of all sales under this contract by calendar quarter (January 1-March 31, April 1-June 30, July 1-September 30, and October 1-December 31). The dollar value of a sale is the price paid by the Schedule user for products and services on a Schedule task or delivery order. The reported contract sales value shall include the Industrial Funding Fee (IFF). The Contractor shall maintain a consistent accounting method of sales reporting, based on the Contractor's



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established commercial accounting practice. The acceptable points at which sales may be reported include —

(i) Receipt of order;

(ii) Shipment or delivery, as applicable;

(iii) Issuance of an invoice; or

(iv) Payment.

(2) Contract sales shall be reported to Federal Acquisition Services (FAS) within 30 calendar days following the completion of each reporting quarter. The Contractor shall continue to furnish quarterly reports, including "zero" sales, through physical completion of the last outstanding task order or delivery order of the contract.

(3) Reportable sales under the contract are those resulting from sales of contract items to authorized users unless the purchase was conducted pursuant to a separate contracting authority such as a Governmentwide Acquisition Contract (GWAC); a separately awarded FAR Part 12, FAR Part 13, FAR Part 14, or FAR Part 15 procurement; or a non-FAR contract. Sales made to state and local governments under Cooperative Purchasing authority shall be counted as reportable sales for IFF purposes.

(4) The Contractor shall electronically report the quarterly dollar value of sales, including "zero" sales, by utilizing the automated reporting system at an Internet website designated by the General Services Administration (GSA)'s Federal Acquisition Service (FAS). Prior to using this automated system, the Contractor shall complete contract registration with the FAS Vendor Support Center (VSC). The website address, as well as registration instructions and reporting procedures, will be provided at the time of award. The Contractor shall report sales separately for each National Stock Number (NSN), Special Item Number (SIN), or sub-item.

(5) The Contractor shall convert the total value of sales made in foreign currency to U.S. dollars using the "Treasury Reporting Rates of Exchange" issued by the U.S. Department of Treasury, Financial Management Service. The Contractor shall use the issue of the Treasury report in effect on the last day of the calendar quarter. The report is available from Financial Management Service, International Funds Branch, Telephone: (202) 874–7994, Internet: http://www.fiscal.treasury.gov/fsreports/rpt/treasRptRateExch/treasRptRateExch_home.htm

(b) The Contractor shall remit the IFF at the rate set by GSA's FAS.

(1) The Contractor shall remit the IFF to FAS in U.S. dollars within 30 calendar days after the end of the reporting quarter; final payment shall be remitted within 30 days after physical completion of the last outstanding task order or delivery order of the contract.

(2) The IFF represents a percentage of the total quarterly sales reported. This percentage is set at the discretion of GSA's FAS. GSA's FAS has the unilateral right to change the percentage at any time, but not more than once per year. FAS will provide reasonable notice prior to the effective date of the change. The IFF reimburses FAS for the costs of operating the Federal Supply Schedules Program. FAS recoups its operating costs from ordering activities as set forth in 40 U.S.C. 321: Acquisition Services Fund. Net operating revenues generated by the IFF are also applied to fund initiatives benefitting other authorized FAS programs, in accordance with 40 U.S.C. 321. Offerors must include the IFF in their prices. The fee is included in the award price(s) and reflected in the total amount charged to ordering activities. FAS will post notice of the current IFF at https://72a.gsa.gov/ or successor website as appropriate.

(c) Within 60 days of award, an FAS representative will provide the Contractor with specific written procedural instructions on remitting the IFF. FAS reserves the unilateral right to change such instructions from time to time, following notification to the Contractor.



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(d) Failure to remit the full amount of the IFF within 30 calendar days after the end of the applicable reporting period constitutes a contract debt to the United States Government under the terms of FAR Subpart 32.6. The Government may exercise all rights under the Debt Collection Improvement Act of 1996, including withholding or setting off payments and interest on the debt (see FAR clause 52.232-17, Interest). Should the Contractor fail to submit the required sales reports, falsify them, or fail to timely pay the IFF, this is sufficient cause for the Government to terminate the contract for cause.

## 552.238-75 PRICE REDUCTIONS (JUL 2016)

(a) Before award of a contract, the Contracting Officer and the Offeror will agree upon (1) the customer (or category of customers) which will be the basis of award, and (2) the Government's price or discount relationship to the identified customer (or category of customers). This relationship shall be maintained throughout the contract period. Any change in the Contractor's commercial pricing or discount arrangement applicable to the identified customer (or category of customers) which disturbs this relationship shall constitute a price reduction.

(b) During the contract period, the Contractor shall report to the Contracting Officer all price reductions to the customer (or category of customers) that was the basis of award. The Contractor's report shall include an explanation of the conditions under which the reductions were made.

(c) (1) A price reduction shall apply to purchases under this contract if, after the date negotiations conclude, the Contractor —

(i) Revises the commercial catalog, pricelist, schedule or other document upon which contract award was predicated to reduce prices;

(ii) Grants more favorable discounts or terms and conditions than those contained in the commercial catalog, pricelist, schedule or other documents upon which contract award was predicated; or

(iii) Grants special discounts to the customer (or category of customers) that formed the basis of award, and the change disturbs the price/discount relationship of the Government to the customer (or category of customers) that was the basis of award.

(2) The Contractor shall offer the price reduction to the Government with the same effective date, and for the same time period, as extended to the commercial customer (or category of customers).

(d) There shall be no price reduction for sales —

(1) To commercial customers under firm, fixed-price definite quantity contracts with specified delivery in excess of the maximum order threshold specified in this contract;

(2) To Federal agencies;

(3) Made to Eligible Ordering Activities identified in GSAR Clause 552.238-78 when the order is placed under this contract (and the Eligible Ordering Activities identified in GSAR Clause 552.238-78 is the agreed upon customer or category of customer that is the basis of award); or

(4) Caused by an error in quotation or billing, provided adequate documentation is furnished by the Contractor to the Contracting Officer.

(e) The Contractor may offer the Contracting Officer a voluntary Governmentwide price reduction at any time during the contract period.

(f) The Contractor shall notify the Contracting Officer of any price reduction subject to this clause as soon as possible, but not later than 15 calendar days after its effective date.



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(g) The contract will be modified to reflect any price reduction which becomes applicable in accordance with this clause.

Note: Regulation 552.238-75
Note: In accordance with GSAR clause 552.238-78 Scope of Contract (Eligible Ordering Activities)(Alternate I)(a)(2) and GSAR clause 552.238-75 Price Reductions(d)(2), there shall be no price reduction for sales made under the authority of the Federal Acquisition Regulation (FAR) Part 51 class deviation. With written authorization by a Federal Government contracting officer, a GSA contractor may place an order as an eligible ordering activity with a Schedule contractor. In this case, the Schedule contract sale shall not trigger a price reduction.

**552.238-77 DEFINITION (FEDERAL SUPPLY SCHEDULES) (JUL 2016)**

*Ordering activity* (also called "ordering agency" and "ordering office") means an eligible ordering activity (see 552.238-78), authorized to place orders under Federal Supply Schedule contracts.

**552.238-78 SCOPE OF CONTRACT (ELIGIBLE ORDERING ACTIVITIES) (JUL 2016)**

(a) This solicitation is issued to establish contracts which may be used on a nonmandatory basis by the agencies and activities named below, as a source of supply for the supplies or services described herein, for domestic and/or overseas delivery. For Special Item Number 132-53, Wireless Services ONLY, limited geographic coverage (consistent with the Offeror's commercial practice) may be proposed.

(1) Executive agencies (as defined in FAR Subpart 2.1) including nonappropriated fund activities as prescribed in 41 CFR 101-26.000);

(2) Government contractors authorized in writing by a Federal agency pursuant to FAR 51.1;

(3) Mixed ownership Government corporations (as defined in the Government Corporation Control Act);

(4) Federal Agencies, including establishments in the legislative or judicial branch of government (except the Senate, the House of Representatives and the Architect of the Capitol and any activities under the direction of the Architect of the Capitol);

(5) The Government of the District of Columbia;

(6) Tribal governments when authorized under 25 U.S.C. 450j(k);

(7) Tribes or tribally designated housing entities pursuant to 25 U.S.C. 4111(j);

(8) Qualified Nonprofit Agencies as authorized under 40 U.S.C. 502(b); and

(9) Organizations, other than those identified in paragraph (d) below, authorized by GSA pursuant to statute or regulation to use GSA as a source of supply.

(b) Definitions —

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico,



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Washington, DC, and U.S. territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. territories.

(c) Offerors are requested to check one of the following boxes:

_____ Contractor will provide domestic and overseas delivery.

_____ Contractor will provide overseas delivery only.

_____ Contractor will provide domestic delivery only.

(d) The following activities may place orders against Schedule contracts:

(1) State and local government may place orders against Schedule 70 contracts, and Consolidated Schedule contracts containing information technology Special Item Numbers, and Schedule 84 contracts, on an optional basis; PROVIDED, the Contractor accepts order(s) from such activities;

(2) The American National Red Cross may place orders against Federal Supply Schedules for products and services in furtherance of the purposes set forth in its Federal charter (36 U.S.C. § 300102); PROVIDED, the Contractor accepts order(s) from the American National Red Cross; and

(3) Other qualified organizations, as defined in section 309 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5152), may place orders against Federal Supply Schedules for products and services determined to be appropriate to facilitate emergency preparedness and disaster relief and set forth in guidance by the Administrator of General Services, in consultation with the Administrator of the Federal Emergency Management Agency; PROVIDED, the Contractor accepts order(s) from such activities.

(4) State and local governments may place orders against Federal Supply Schedules for good or services determined by the Secretary of Homeland Security to facilitate recovery from a major disaster declared by the President under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121, et seq.) to facilitate disaster preparedness or response, or to facilitate recovery from terrorism or nuclear, biological, chemical, or radiological attack; PROVIDED, the Contractor accepts order(s) from such activities.

(e) Articles or services may be ordered from time to time in such quantities as may be needed to fill any requirement, subject to the Order Limitations thresholds which will be specified in resultant contracts. Overseas activities may place orders directly with schedule contractors for delivery to CONUS port or consolidation point.

(f) (1) The Contractor is obligated to accept orders received from activities within the Executive Branch

of the Federal Government.

(2) The Contractor is not obligated to accept orders received from activities outside the Executive Branch; however, the Contractor is encouraged to accept such orders. If the Contractor elects to accept such orders, all provisions of the contract shall apply, including clause 552.232-79, Payments by Credit Card. If the Contractor is unwilling to accept such orders, and the proposed method of payment is not through the Credit Card, the Contractor shall return the order by mail or other means of delivery within 5 workdays from receipt. If the Contractor is unwilling to accept such orders, and the proposed method of payment is through the Credit Card, the Contractor must so advise the ordering activity within 24 hours of receipt of order. (Reference clause 552.232-79, Payment by Credit Card.) Failure to return an order or advise the ordering activity within the time



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frames of this paragraph shall constitute acceptance whereupon all provisions of the contract shall apply.

(g) The Government is obligated to purchase under each resultant contract a guaranteed minimum of $2,500 (two thousand, five hundred dollars) during the contract term.

(h) All users of GSA's Federal Supply Schedules, including non-Federal users, shall use the schedules in accordance with the ordering guidance provided by the Administrator of General Services. GSA encourages non-Federal users to follow the Schedule Ordering Procedures set forth in the Federal Acquisition Regulation (FAR) 8.4, but they may use different established competitive ordering procedures if such procedures are needed to satisfy their state and local acquisition regulations and/or organizational policies.

**552.238-79 USE OF FEDERAL SUPPLY SCHEDULE CONTRACTS BY NON-FEDERAL ENTITIES (JUL 2016)**

(a) If an entity identified in paragraph (d) of the clause at 552.238-78, Scope of Contract (Eligible Ordering Activities), elects to place an order under this contract, the entity agrees that the order shall be subject to the following conditions:

(1) When the Contractor accepts an order from such an entity, a separate contract is formed which incorporates by reference all the terms and conditions of the Schedule contract except the Disputes clause, the patent indemnity clause, and the portion of the Commercial Item Contract Terms and Conditions that specifies "Compliance with laws unique to Government contracts" (which applies only to contracts with entities of the Executive branch of the U.S. Government). The parties to this new contract which incorporates the terms and conditions of the Schedule contract are the individual ordering activity and the Contractor. The U.S. Government shall not be liable for the performance or nonperformance of the new contract. Disputes which cannot be resolved by the parties to the new contract may be litigated in any State or Federal court with jurisdiction over the parties, applying Federal procurement law, including statutes, regulations and case law, and, if pertinent, the Uniform Commercial Code. To the extent authorized by law, parties to this new contract are encouraged to resolve disputes through Alternative Dispute Resolution. Likewise, a Blanket Purchase Agreement (BPA), although not a contract, is an agreement that may be entered into by the Contractor with such an entity and the Federal Government is not a party.

(2) Where contract clauses refer to action by a Contracting Officer or a Contracting Officer of GSA, that shall mean the individual responsible for placing the order for the ordering activity (e.g., FAR 52.212-4 at paragraph (f) and FSS clause I-FSS-249 B.)

(3) As a condition of using this contract, eligible ordering activities agree to abide by all terms and conditions of the Schedule contract, except for those deleted clauses or portions of clauses mentioned in paragraph (a)(1) of this clause. Ordering activities may include terms and conditions required by statute, ordinance, regulation, order, or as otherwise allowed by State and local government entities as a part of a statement of work (SOW) or statement of objective (SOO) to the extent that these terms and conditions do not conflict with the terms and conditions of the Schedule contract. The ordering activity and the Contractor expressly acknowledge that, in entering into an agreement for the ordering activity to purchase goods or services from the Contractor, neither the ordering activity nor the Contractor will look to, primarily or in any secondary capacity, or file any claim against the United States or any of its agencies with respect to any failure of performance by the other party.

(4) The ordering activity is responsible for all payments due the Contractor under the contract formed by acceptance of the ordering activity's order, without recourse to the agency of the U.S. Government, which awarded the Schedule contract.

(5) The Contractor is encouraged, but not obligated, to accept orders from such entities. The



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Contractor may, within 5 days of receipt of the order, decline to accept any order, for any reason. The Contractor shall fulfill orders placed by such entities, which are not declined within the 5-day period.

(6) The supplies or services purchased will be used for governmental purposes only and will not be resold for personal use. Disposal of property acquired will be in accordance with the established procedures of the ordering activity for the disposal of personal property.

(b) If the Schedule Contractor accepts an order from an entity identified in paragraph (d) of the clause at 552.238-78, Scope of Contract (Eligible Ordering Activities), the Contractor agrees to the following conditions:

(1) The ordering activity is responsible for all payments due the Contractor for the contract formed by acceptance of the order, without recourse to the agency of the U.S. Government, which awarded the Schedule contract.

(2) The Contractor is encouraged, but not obligated, to accept orders from such entities. The Contractor may, within 5 days of receipt of the order, decline to accept any order, for any reason. The Contractor shall decline the order using the same means as those used to place the order. The Contractor shall fulfill orders placed by such entities, which are not declined within the 5-day period.

(c) In accordance with clause 552.238-74, Industrial Funding Fee and Sales Reporting, the Contractor must report the quarterly dollar value of all sales under this contract. When submitting sales reports, the Contractor must report two dollar values for each Special Item Number:

(1) The dollar value for sales to entities identified in paragraph (a) of the clause at 552.238-78, Scope of Contract (Eligible Ordering Activities), and

(2) The dollar value for sales to entities identified in paragraph (d) of clause 552.238-78.

### 552.238-81 MODIFICATIONS (FEDERAL SUPPLY SCHEDULE) (APR 2014) (ALTERNATE I – JUN 2016)

(a) *General.* The Contractor may request a contract modification by submitting a request to the Contracting Officer for approval, except as noted in paragraph (d) of this clause. At a minimum, every request shall describe the proposed change(s) and provide the rationale for the requested change(s).

(b) *Types of Modifications.*

(1) Additional items/additional SINs. When requesting additions, the following information must be submitted:

(i) Information requested in paragraphs (1) and (2) of the Commercial Sales Practice Format to add SINs.

(ii) Discount information for the new items(s) or new SIN(s). Specifically, submit the information requested in paragraphs 3 through 5 of the Commercial Sales Practice Format. If this information is the same as the initial award, a statement to that effect may be submitted instead.

(iii) Information about the new item(s) or the item(s) under the new SIN(s) must be submitted in accordance with the request for proposal.

(iv) Delivery time(s) for the new item(s) or the item(s) under the new SIN(s) must be submitted in accordance with the request for proposal.



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(v) Production point(s) for the new item(s) or the item(s) under the new SIN(s) must be submitted if required by 52.215-6, *Place of Performance*.

(vi) Hazardous Material information (if applicable) must be submitted as required by 52.223-3 (ALT I), *Hazardous Material Identification and Material Safety Data*.

(vii) Any information requested by 52.212-3(f), *Offeror Representations and Certifications—Commercial Items*, that may be necessary to assure compliance with FAR 52.225-1, *Buy American Act—Balance of Payments Programs—Supplies*.

(2) Deletions. The Contractors shall provide an explanation for the deletion. The Government reserves the right to reject any subsequent offer of the same item or a substantially equal item at a higher price during the same contract period, if the contracting officer finds the higher price to be unreasonable when compared with the deleted item.

(3) Price Reduction. The Contractor shall indicate whether the price reduction falls under the item (i), (ii), or (iii) of paragraph (c)(1) of the Price Reductions clause at 552.238-75. If the Price reduction falls under item (i), the Contractor shall submit a copy of the dated commercial price list. If the price reduction falls under item (ii) or (iii), the Contractor shall submit a copy of the applicable price list(s), bulletins or letters or customer agreements which outline the effective date, duration, terms and conditions of the price reduction.

(c) *Effective dates*. The effective date of any modification is the date specified in the modification, except as otherwise provided in the Price Reductions clause at 552.238-75.

(d) *Electronic File Updates*. The Contractor shall update electronic file submissions to reflect all modifications. For additional items or SINs, the Contractor shall obtain the Contracting Officer's approval before transmitting changes. Contract modifications will not be made effective until the Government receives the electronic file updates. The Contractor may transmit price reductions, item deletions, and corrections without prior approval. However, the Contractor shall notify the Contracting Officer as set forth in the Price Reductions clause at 552.238-75.

(e) *Amendments to Paper Federal Supply Schedule Price Lists.*

(1) The Contractor must provide supplements to its paper price lists, reflecting the most current changes. The Contractor may either:

(i) Distribute a supplemental paper Federal Supply Schedule Price List within 15 workdays after the effective date of each modification.

(ii) Distribute quarterly cumulative supplements. The period covered by a cumulative supplement is at the discretion of the Contractor, but may not exceed three calendar months from the effective date of the earliest modification. For example, if the first modification occurs in February, the quarterly supplement must cover February—April, and every three month period after. The Contractor must distribute each quarterly cumulative supplement within 15 workdays from the last day of the calendar quarter.

(2) At a minimum, the Contractor shall distribute each supplement to those ordering activities that previously received the basic document. In addition, the Contractor shall submit two copies of each supplement to the Contracting Officer and one copy to the FSS Schedule Information Center.

(f) Electronic submission of modification requests is mandatory via eMod (http://eOffer.gsa.gov), unless otherwise stated in the electronic submission standards and requirements at the Vendor Support Center website (http://vsc.gsa.gov). If the electronic submissions standards and requirements information is updated at the Vendor Support Center website, Contractors will be notified prior to the effective date of the change.



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### 552.246-73 WARRANTY—MULTIPLE AWARD SCHEDULE (MAR 2000) (ALTERNATE I—MAY 2003)

(a) Applicable to domestic locations. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the Contractor's commercial price list applies to this contract.

(b) Applicable to overseas destinations. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the commercial price list applies to this contract, except as follows:

(1) The Contractor must provide, at a minimum, a warranty on all non-consumable parts for a period of 90 days from the date that the ordering activity accepts the product.

(2) The Contractor must supply parts and labor required under the warranty provisions free of charge.

(3) The Contractor must bear the transportation costs of returning the products to and from the repair facility, or the costs involved with Contractor personnel traveling to the ordering activity facility for the purpose of repairing the product onsite, during the 90 day warranty period.

### 552.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (SEP 1999) (DEVIATION FAR 52.252-6)

(a) Deviations to FAR clauses.

(1) This solicitation or contract indicates any authorized deviation to a Federal Acquisition Regulation (48 CFR Chapter 1) clause by the addition of "(DEVIATION)" after the date of the clause, if the clause is not published in the General Services Administration Acquisition Regulation (48 CFR Chapter 5).

(2) This solicitation indicates any authorized deviation to a Federal Acquisition Regulation (FAR) clause that is published in the General Services Administration Acquisition Regulation by the addition of "(DEVIATION (FAR clause no.))" after the date of the clause.

(b) Deviations to GSAR clauses. This solicitation indicates any authorized deviation to a General Services Administration Acquisition Regulation clause by the addition of "(DEVIATION)" after the date of the clause.

(c) "Substantially the same as" clauses. Changes in wording of clauses prescribed for use on a "substantially the same as" basis are not considered deviations.

### C-FSS-370 CONTRACTOR TASKS / SPECIAL REQUIREMENTS (NOV 2003)

(a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.

(b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.



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(c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.

(d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.

(e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.

(f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.

(g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.

(h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.

(i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.

(j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

(k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

### C-FSS-412 CHARACTERISTICS OF ELECTRIC CURRENT (MAY 2000)

Contractors supplying equipment which uses electrical current are required to supply equipment suitable for the electrical system at the location at which the equipment is to be used as specified on the order.

### C-FSS-425 WORKMANSHIP (OCT 1988)

Any item contracted for must be new, current model at the time of offer, unless otherwise specified. Each article must perform the functions for its intended use.

### C-FSS-427 ANSI STANDARDS (JUL 1991)

ANSI Standards cited in this solicitation may be obtained from the American National Standards Institute,



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Inc., 11 West 42nd Street, 13th Floor, New York, NY 10036 (Tel: (212) 642-4900).

### CI-FSS-002 SUBMISSION OF OFFERS—ADDITIONAL INSTRUCTIONS (MAR 1996)

Offerors are requested to submit a signed original and 2 copies of SF-1449 together with all addenda and attachments complete in every respect with the exception of oversized blueprints, drawings, or similar documents attached to the solicitation. Oversized blueprints, drawings, or similar documents are not required to be duplicated for the purpose of submitting a duplicate copy of the offer to GSA.

### CI-FSS-052 AUTHENTICATION PRODUCTS AND SERVICES (JAN 2010)

(a) General Background.

(1) The General Services Administration (GSA) originally established the Access Certificates for Electronic Services (ACES) Program to provide digital certificates and PKI services for enabling e-Government applications that require logical access control, digital signature and/or electronic authentication. The ACES Program provided for the issuance of electronic credentials to individuals and entities external to the Federal Government. The Federal PKI Policy Authority approved the policies and requirements of the ACES Program to satisfy the Federal requirements for cross-certification with the Federal Bridge Certification Authority (FBCA) and participation in the Federal e-Authentication initiative. The term “Identity and Access Management” (IAM) is now being used to clearly define the kinds of services that meet the requirements for service providers and products that support FISMA-compliant IAM systems deployed by federal agencies. In addition, many states have adopted corresponding standards for IAM.

(2) Homeland Security Presidential Directive 12 (HSPD-12), “Policy for a Common Identification Standard for Federal Employees and Contractors” establishes the requirement for a mandatory Government-wide standard for secure and reliable forms of identification issued by the Federal Government to its employees and contractor employees assigned to Government contracts in order to enhance security, increase Government efficiency, reduce identity fraud, and protect personal privacy. Further, the Directive requires the Department of Commerce to promulgate a Federal standard for secure and reliable forms of identification within six months of the date of the Directive. As a result, the National Institute of Standards and Technology (NIST) released Federal Information Processing Standard (FIPS) 201: Personal Identity Verification of Federal Employees and Contractors on February 25, 2005. FIPS 201 requires that the digital certificates incorporated into the Personal Identity Verification (PIV) identity credentials comply with the X.509 Certificate Policy for the U.S. Federal PKI Common Policy Framework. In addition, FIPS 201 requires that Federal identity badges referred to as PIV credentials, issued to Federal employees and contractors comply with the Standard and associated NIST Special Publications 800-73, 800-76, 800-78, and 800-79.

(b) Special Item Numbers.

The General Services Administration has established the e-Authentication Initiative (see URL: http://www.idmanagement.gov) to provide common infrastructure for the authentication of the public and internal federal users for logical access to Federal e-Government applications and electronic services. To support the government-wide implementation of HSPD-12 and the Federal e-Authentication Initiative, GSA has established Special Item Numbers (SINs) pertaining to Authentication Products and Services, including Electronic Credentials, Digital Certificates, e-Authentication, Identify and Access Management, PKI Shared Service Providers, and HSPD-12 Product and Service Components.

(c) Qualification Information.

(1) All Authentication Products and Services must be qualified as being compliant with



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Government-wide requirements before they will be included on a GSA Information Technology (IT) Schedule contract. The Qualification Requirements and associated evaluation procedures against the Qualification Requirements for each SIN and the specific Qualification Requirements for HSPD-12 implementation components are presented at the following URL: http://www.idmanagement.gov.

(2) In addition, the National Institute of Standards and Technology (NIST) has established the NIST Personal Identity Verification Program (NPIVP) to evaluate integrated circuit chip cards and products against conformance requirements contained in FIPS 201. GSA has established the FIPS 201Evaluation Program to evaluate other products needed for agency implementation of HSPD-12 requirements where normative requirements are specified in FIPS 201 and to perform card and reader interface testing for interoperability. Products that are approved as FIPS-201 compliant through these evaluation and testing programs may be offered directly through the HSPD-12 Product and Services Components SIN, under the category “Approved FIPS 201-Compliant Products and services”.

(d) Qualification Requirements.

(1) Offerors proposing Authentication products and services under the established Special Item Numbers (SINs) are required to provide the following:

(i) Proposed items must be determined to be compliant with Federal requirements for that Special Item Number. Qualification Requirements and procedures for the evaluation of products and services are posted at the URL: http://www.idmanagement.gov. GSA will follow these procedures in qualifying offeror’s products and services against the Qualification Requirements for applicable to SIN. Offerors must submit all documentation certification letter(s) for Authentication Products and Services offerings at the same time as the submission of proposal. Award will be dependent upon receipt of official documentation from the Acquisition Program Management Office (APMO) listed below verifying satisfactory qualification against the Qualification Requirements of the proposed SIN(s).

(ii) After award, Contractor agrees that certified products and services will not be offered under any other SIN on any GSA Multiple Award Schedule.

(iii) (A) If the Contractor changes the products or services previously qualified, GSA may require the contractor to resubmit the products or services for re-qualification.

(B) If the Federal Government changes the qualification requirements or standards, Contractor must resubmit the products and services for re-qualification.

(2) Immediately prior to making an award, Contracting Officers MUST consult the following website to ensure that the supplies and/or services recommended for award under any Authentication Products and Services SINs are in compliance with the latest APL qualification standards: www.idmanagement.gov . A dated copy of the applicable page should be made and included with award documents.

(e) Demonstrating Conformance.

(1) The Federal Government has established Qualification Requirements for demonstrating conformance with the Standards. The following websites provide additional information regarding the evaluation and qualification processes:

(i) For Access Certificates for Electronic Services (ACES) and PKI Shared Service Provider (SSP) Qualification Requirements and evaluation procedures: http://www.idmanagement.gov;



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(ii) For HSPD-12 Product and Service Components Qualification Requirements and evaluation procedures: http://www.idmanagement.gov;

(iii) For FIPS 201 compliant products and services qualification and approval procedures: http://www.csrc.nist.gov/piv-project/ and http://www.smart.gov .

(f) Acquisition Program Management Office (APMO).

GSA has established the APMO to provide centralized technical oversight and management regarding the qualification process to industry partners and Federal agencies. Contact the following APMO for information on the e-Authentication Qualification process. Technical, APMO, FIPS 201and HSPD-12 Points of Contacts can be found below, or in an additional attachment to the Solicitation.

See Attachment

## CI-FSS-055 COMMERCIAL SATELLITE COMMUNICATION (COMSATCOM) SERVICES (DEC 2014)

To ensure the protection of controlled unclassified information (CUI) as required by Federal Information Security Management Act of 2002 and DoDM 5200.01-V4 (DoD Information Security Program: Controlled Unclassified Information (CUI) the following shall be implemented.

(a) *General Background.*

Special Item Numbers (SINs) have been established for Commercial Satellite Communications (COMSATCOM) services, focused on transponded capacity (SIN 132-54) and fixed and mobile subscription services (SIN 132-55), to make available common COMSATCOM services to all Ordering Activities.

(b) *Information Assurance.*

(1) The Contractor shall demonstrate, to the maximum extent practicable, the ability to meet:

(i) The Committee on National Security Systems Policy (CNSSP) 12, “National Information Assurance Policy for Space Systems used to Support National Security Missions,” or

(ii) Department of Defense Directive (DoDI) 8581.1, “Information Assurance (IA) Policy for Space Systems Used by the Department of Defense.”

(2) The Contractor shall demonstrate the ability to comply with the Federal Information Security Management Act of 2002 as implemented by Federal Information Processing Standards Publication 200 (FIPS 200), “Minimum Security Requirements for Federal Information and Information Systems.” In response to Ordering Activity requirements, at a minimum, all services shall meet the requirements assigned against:

(i) A low-impact information system (per FIPS 200) that is described in the current revision of National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, “Recommended Security Controls for Federal Information Systems and Organizations,”

(3) The Contractor’s information assurance boundary is where the Contractor’s services connect to the user terminals/equipment (i.e., includes satellite command encryption (ground and space); systems used in the Satellite Operations Centers (SOCs), Network Operations Centers (NOCs) and teleport; and terrestrial infrastructure required for service delivery).



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(c) *Delivery Schedule.*

The Contractor shall deliver COMSATCOM services in accordance with 552.211-78.

(d) *Portability.*

The Contractor shall have the capability to redeploy COMSATCOM services, subject to availability. Portability shall be provided within the COMSATCOM Contractor's resources at any time as requested by the Ordering Activity. When portability is exercised, evidence of equivalent net present value (NPV) shall be provided by the Contractor.

(e) *Flexibility/Optimization.*

The Contractor shall have the capability to re-groom resources for spectral, operational, or price efficiencies. Flexibility/optimization shall be provided within the COMSATCOM Contractor's resources at any time as requested by the Ordering Activity. When flexibility/optimization is exercised, evidence of equivalent net present value (NPV) shall be provided by the contractor. The Contractor is encouraged to submit re-grooming approaches for Ordering Activity consideration that may increase efficiencies for existing COMSATCOM services.

(f) *Net Ready* (Interoperability).

COMSATCOM services shall be consistent with commercial standards and practices. Services shall have the capability to access and/or interoperate with Government or other Commercial teleports/gateways and provide enterprise service access to or among networks or enclaves. Interfaces may be identified as interoperable on the basis of participation in a sponsored interoperability program.

(g) *Network Monitoring* (Net OPS).

The Contractor shall have the capability to electronically collect and deliver near real-time monitoring, fault/incident/outage reporting, and information access to ensure effective and efficient operations, performance, and availability, consistent with commercial practices. Consistent with the Contractor's standard management practices, the Net Ops information will be provided on a frequency (example: every 6 hours, daily) and format (example: SNMP, XML) as defined in a requirement to a location/entity/electronic interface defined by the Ordering Activity. Specific reporting requirements will be defined by the Ordering Activity.

(h) *EMI/RFI Identification, Characterization, and Geo-location.*

The Contractor shall have the capability to collect and electronically report in near real-time Electro Magnetic Interference (EMI) / Radio Frequency Interference (RFI) identification, characterization, and geo-location, including the ability to identify and characterize sub-carrier EMI/RFI being transmitted underneath an authorized carrier, and the ability to geo-locate the source of any and all EMI/RFI. The Contractor shall establish and use with the Ordering Activity a mutually agreed upon media and voice communications capability capable of protecting "Sensitive, but Unclassified" data.

(i) *Security.*

(1) The contractor may be required to obtain/possess varying levels of personnel and facility security clearances up to U.S. Government TOP SECRET/Sensitive Compartmented Information (TS/SCI) or equivalent clearances assigned by the National Security Authority of a NATO Member State or Major Non-NATO Ally.

(2) For incident resolution involving classified matters, the Contractor shall provide appropriately cleared staff who can affect COMSATCOM services operations (example: satellite payload operations, network operations). The Contractor shall provide a minimum of one operations staff member AND a minimum of one person with the authority to commit the company if resolution requires business impacting decisions (example: Chief Executive Officer, Chief Operations



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Officer, etc.).

(3) When Communications Security or Transmission Security equipment or keying material is placed in the equipment/terminal shelter, the Contractor shall ensure compliance with applicable physical security directives/guidelines and that all deployed equipment/terminal operations and maintenance personnel shall possess the appropriate clearances, equal to or higher than the classification level of the data being transmitted. Where local regulations require use of foreign personnel for terminal operations and maintenance, then the Contractor shall ensure compliance with applicable security directives/guidelines and document to the U.S. Government's satisfaction that protective measures are in place and such individuals have equivalent clearances granted by the local host nation.

(4) For classified operations security (OPSEC), the Contractor shall ensure that all personnel in direct contact with classified OPSEC indicators (example: the unit, location, and time of operations) have U.S. SECRET or higher personnel security clearances, or, as appropriate, equivalent clearances assigned by the National Security Authority of a NATO Member State or Major Non-NATO Ally, in accordance with applicable security directives and guidelines.

(5) To ensure the capability of communicating classified intelligence information to satellite vendors cleared satellite vendor/staff must have access to secure voice communications for emergency purposes. Communications security equipment (COMSEC) certified by the National Security Agency (NSA) to secure critical unclassified and up to and including SECRET communication transmissions at their operating locations is required.

(6) The Contractor shall have the capability to "mask" or "protect" users against unauthorized release of identifying information to any entity that could compromise operations security. Identifying information includes but is not limited to personal user and/or unit information including tail numbers, unit names, unit numbers, individual names, individual contact numbers, street addresses, etc.

(j) *Third party billing for COMSATCOM subscription services.*

The Contractor shall identify authorized network infrastructure for the Ordering Activity. In some cases, the user of the terminal may access network infrastructure owned or operated by a third party. In the event a terminal is used on a third party's network infrastructure, the Contractor shall provide to the Ordering Activity, invoices and documentation reflecting actual usage amount and third party charges incurred. The Ordering Activity shall be billed the actual third party charges incurred, or the contract third party billing price, whichever is less.

(k) *DoD Solicitation Pre and Post Award Requirement for Communications and Data Protection Using External Certificate Authority Public Key Infrastructure (ECA PKI).*

To ensure the protection of controlled unclassified information (CUI) as required by Federal Information Security Management Act of 2002 and DoDM 5200.01-V4 (DoD Information Security Program: Controlled Unclassified Information (CUI) the following shall be implemented.

(1) Vendors shall digitally sign and encrypt all DoD RFQ and task order related documents, to include contract deliverables, emailed to government agents. Government agents include, but are not limited to, DISA (COMSATCOM Center), DITCO, the Regional SATCOM Support Centers, General Services Administration, users of contractor-provided services, and government-contracted support. Digital signatures and encryption shall be provided through the use of Medium Hardware Assurance Public Key Infrastructures certificates, and associated hardware, issued by one of the approved External Certificate Authority (ECA) vendors. Contractors that desire to respond to DoD task order solicitations, receive and perform DoD task orders shall obtain this capability within 10 days after award of Schedule 70 Contract SINs 135-54 & 132-55 or BPAs for satellite services. Existing Schedule 70 Contractor holders of SINs 132-54 & 132-55 interested in bidding on DoD Task Orders shall obtain this capability prior to bidding on any DoD solicitations.



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(2) The following DISA web page (http://iase.disa.mil/pki/eca/) provides links to approved ECAs. To obtain a certificate, select one of the approved ECA vendors and complete the registration. Each individual registering for a PKI certificate must verify their identity during the registration process. ECA vendors charge a fee for each registration.

Note: Regulation CI-FSS-055
For additional Modification guidelines and instructions, specifically pertaining to COMSATCOM, please review the documentation published to http://www.gsa.gov/schedule70, and http://www.gsa.gov/fcsa.

**CI-FSS-056 FEDERAL ACQUISITION REGULATION (FAR) PART 51 DEVIATION AUTHORITY (FEDERAL SUPPLY SCHEDULES) (JAN 2010)**

(a) *General Background.*

On October 8, 2009, a class deviation to FAR Part 51 was granted by GSA's Senior Procurement Executive in accordance with FAR Subpart 1.404, Class deviations. The deviation permits federal contracting officers to authorize GSA contractors, who are performing an order on a time-and-material or labor-hour basis, to purchase supplies and services from schedule contractors or to process requisitions through the Global Supply Program.

(b) *Orders.*

Orders placed using the FAR Part 51 deviation shall be:

(1) Placed on a time-and-materials (T&M)/labor-hour (LH) basis—an order placed by the Federal Government to the buying contractor can be partially fixed price, but the portion of the order for the items to be procured using the FAR Part 51 deviation shall be T&M/LH;

(2) For ancillary supplies/services that are in support of the overall order such that the items are not the primary purpose of the work ordered, but are an integral part of the total solution offered;

(3) Issued in accordance with the procedures in FAR 8.405-1, Ordering Procedures for supplies, and services not requiring a statement of work;

(4) Placed by the Federal Government. The authorization is **NOT** available to state and local governments.

(c) For comprehensive guidance on the proper use the FAR Part 51 authority granted by the deviation, please refer to the Ordering Guide at www.gsa.gov/far51deviation.

**CI-FSS-152-N ADDITIONAL EVALUATION FACTORS FOR NEW OFFERORS UNDER SCHEDULE 70 (SEP 2016)**

(a) The Government will consider award to an offeror who has been determined to be responsible, whose offer conforms to all solicitation requirements, who is determined technically acceptable, who has acceptable past performance, and whose prices are determined fair and reasonable.



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(b) All technical evaluation factors will be reviewed, evaluated, and rated acceptable or unacceptable based on the criteria listed below. Award will be made on a SIN-by-SIN basis. A rating of "unacceptable" under any technical evaluation factor, by SIN, will result in an "unacceptable" rating overall for that SIN, and that SIN will be rejected. Offers determined unacceptable for all proposed SIN(s) will be rejected.

**I. TECHNICAL EVALUATION FACTORS:**

(1) FACTOR 1: Corporate Experience: See SCP-FSS-001-N

(2) FACTOR 2: Past Performance: See SCP-FSS-001-N

(3) FACTOR 3: Quality Control: See SCP-FSS-001-N

(4) FACTOR 4: Relevant Project Experience: See SCP-FSS-004. Additional requirements are:

(i.) SIN 132-45A Penetration Testing, SIN 132-45B Incident Response, SIN 132-45C Cyber Hunt, SIN 132-45D Risk and Vulnerability Assessment, SIN 132-51 IT Professional Services, SIN 132-60f Identity Access Management (IAM) Professional Services only.

(A) Provide a description of the offeror's experience in the professional information technology services offered under SIN 132-45A, SIN 132-45B, SIN 132-45C, SIN 132-45D, SIN 132-51 and/or SIN 132-60f. Describe three completed or on-going project(s), similar in size and complexity to the effort contemplated herein and in sufficient detail for the Government to perform an evaluation. For SIN 132-60f, two of the three projects described must be prior Federal Government application deployment projects for public-facing IT systems. Each completed example shall have been completed within the last two years. All examples of completed services shall have been found to be acceptable by the ordering activity. If the offeror cannot provide three examples of past experience, they may provide additional documentation to substantiate project experience to be evaluated by the contracting officer.

(B) Within the four-page limitation for each project narrative, offerors shall outline the following for proposed SINs SIN 132-45A, SIN 132-45B, SIN 132-45C, SIN 132-45D, 132-51 and 132-60f:

1) Provide background information on the project or projects presented to demonstrate expertise.

2) Outline how the project or projects are related to the proposed SIN(s).

3) Submit summary of the final deliverables for the noted project or projects.

4) Offerors shall demonstrate that the tasks performed are of a similar complexity to the work solicited under this solicitation.

5) Provide the following information for each project submitted:

i) Project/Contract Name;

ii) Project Description;

iii) Dollar Amount of Contract;



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iv) Project Duration, which includes the original estimated completion date and the actual completion date; and

v) Point of Contact and Telephone Number.

(ii.) SIN 132-54, Commercial Satellite Communications (COMSATCOM) Transponded Capacity and/or SIN 132-55, COMSATCOM Subscription Services

(A) Provide a description of the offeror's experience delivering COMSATCOM services as described in CI-FSS-055 *Commercial Satellite Communication (COMSATCOM) Services*. For each COMSATCOM Services SIN proposed, describe three completed or ongoing projects, similar in size and complexity to the services the vendor is proposing to offer and in sufficient detail for the Government to perform an evaluation. (NOTE: If applying for both SIN 132-54 and 132-55, describe three projects related to SIN 132-54, and another three projects related to SIN 132-55.) All completed projects shall have been completed within the last three years prior to submission of the vendor's COMSATCOM Services SIN proposal. Performance of all completed projects shall have been found acceptable by the ordering activity. If the offeror cannot provide three projects, it may provide additional documentation to substantiate project experience to be evaluated by the contracting officer.

(B) Within the four-page limitation for each project narrative, the offeror shall include the following information:

1) Provide background information on the project presented to demonstrate familiarity and expertise servicing COMSATCOM requirements.

2) Outline how the project is related to the proposed COMSATCOM Services SIN.

3) Demonstrate that the tasks performed are of a similar size, scope, and complexity to the work solicited under this solicitation.

4) Provide the following information for each project submitted:

i) Project/Contract Name;

ii) Project Description;

iii) Dollar Amount of Contract;

iv) Project Duration, which includes the original estimated completion date and the actual completion date; and

v) Point of Contact and Telephone Number.

(iii.) Information Assurance Minimum Security Controls Compliance for SIN 132-54, Commercial Satellite Communications (COMSATCOM) Transponded Capacity Services and SIN 132-55, COMSATCOM Subscription Services only.

(A) Federal policy specifies Government customer compliance with the Federal Information Security Management Act of 2002 as implemented by Federal Information Processing Standards Publication 200 (FIPS 200), "Minimum Security Requirements for Federal Information and Information Systems." This standard specifies minimum security requirements Federal agencies must meet, defined through the use of security controls described in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53,



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"Recommended Security Controls for Federal Information Systems and Organizations," DoD Instruction (DoDI) 8500.2, "Information Assurance Implementation," and associated documents.

(B) Complete the Information Assurance Checklist found on the GSA SATCOM Services Program Management Office website (http://www.gsa.gov/portal/content/122627).

(C) The Government will evaluate the Information Assurance Checklist submitted as part of offeror's proposal to determine whether the offeror understands the minimum security controls, and has processes, personnel, and infrastructure that currently complies or demonstrates a reasonable approach to becoming compliant with all the minimum security controls for at least a low-impact information system or MAC III system.

(iv.) SIN 132-56 Health Information Technology Services

(A) Provide a description of the offeror's experience in the Health information technology services offered under SIN 132-56. Describe three completed or on-going project(s), similar in size and complexity to the effort contemplated herein and in sufficient detail for the Government to perform an evaluation. Each completed example shall have been completed within the last three years. All examples of completed services shall have been found to be acceptable by the ordering activity.

(B) Within the four-page limitation for each project narrative, offerors shall outline the following for proposed SIN 132-56:

1) Provide background information on the project or projects presented to demonstrate Health IT expertise.

2) Outline how the project or projects are related to the proposed Health IT SIN.

3) Submit summary of the final deliverables for the noted project or projects.

4) Offerors shall demonstrate that the tasks performed are of a similar complexity to the work solicited under this solicitation.

5) Provide the following information for each project submitted:

i) Project/Contract Name;

ii) Project Description;

iii) Dollar Amount of Contract;

iv) Project Duration, which includes the original estimated completion date and the actual completion date; and

v) Point of Contact and Telephone Number.

(v.) Project Experience for Authentication Products and Services (Homeland Security Presidential Directive 12 (HSPD-12) Only): All offers must be in compliance with guidance in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-63, OMB Memorandum 04-04:



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(A) SIN 132-60a: Offerings must include policy-compliant agency setup, testing, credential issuance, subscriber customer service account management, revocation, and credential validation as part of the basic service. Technical evaluation criteria are -

1) Successful completion of Level 1 Credential Assessment - Include Assessment Report

2) Successful completion of applicable interoperability testing - Include Test Report

(B) SIN 132-60b: Offerings must include policy-compliant agency setup, testing, identity proofing, credential issuance, subscriber customer service account management, revocation, and credential validation as part of the basic service. Technical evaluation criteria are -

1) Successful completion of Level 2 Credential Assessment - Include Assessment Report

2) Successful completion of applicable interoperability testing - Include Test Report

(C) SIN 132-60c: Offerings must include policy compliant ID proofing, Credential issuance, continued account management, revocation, and certificate validation as part of the basic service. Technical evaluation criteria are -

1) Successful completion of Level 3 and 4 Credential Assessment - Include Assessment Report

2) Access Certificates for Electronic Services (ACES) Security Certification and Accreditation (C&A) as a condition of obtaining and retaining approval to operate as a Certification Authority (CA) under the ACES Certificate policy and the GSA ACES Program. – Include Authorization to Operate (ATO) letter.

3) Common criteria for other Certification Authorities cross-certified by the Federal Bridge

(D) SIN 132-60d: Offerings must be -

1) Listed on GSA's Federal Information Processing Standards (FIPS) 201 Approved Products List.

2) Crypto Modules must be FIPS 140-2 validated.

(E) SIN 132-60e: Offerings must include precursor services such as bulk load, testing, identity proofing, credential issuance, subscriber customer service account management, revocation, and credential validation as part of the basic service. Also includes translation and validation services, and partial services such as 3rd-party identity proofing or secure hosting. Technical evaluation criteria are -

1) Demonstrated compliance with NIST SP 800-63, as applicable to the technologies being utilized by the offeror.

2) Compliance with published E-Authentication architecture, verified by a clearance letter from GSA's Office of Governmentwide Policy.



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(F) SIN 132-60f: Technical evaluation criteria are -

1) Documented experience with deployment of policy-compliant Identity and Access Management (IAM) projects in Government agencies. This includes IAM technologies and standards, including Security Assertion Markup Language (SAML), Public Key Infrastructure (PKI) and the Web Services (WS)-Federation specification. Offerors should describe in detail their competencies when proposing under this SIN.

(5) Factor 5 - ORAL TECHNICAL EVALUATION: See SCP-FSS-004. Offerors proposing services under SIN 132-45A Penetration Testing, SIN 132-45B Incident Response, SIN 132-45C Cyber Hunt, and/or SIN 132-45D Risk and Vulnerability Assessments additional requirements are:

ORAL TECHNICAL EVALUATION OVERVIEW: Offeror shall participate in an oral technical evaluation that will be conducted by a Technical Evaluation Board (TEB). The oral technical evaluation will be held at the unclassified level and will be scheduled by the TEB. The oral technical evaluation will be used to assess the offeror's capability to successfully perform the services within the scope of each SIN as set forth in this solicitation.

Offeror/Contractor shall review Factor 5 Oral Technical Evaluation Criteria in SCP-FSS-004 section (d)(II)(5)(iii) to this solicitation for details on the knowledge areas to be assessed in the evaluation and the criteria for a 'Acceptable' or 'Unacceptable' rating under this factor.

(i) ORAL TECHNICAL EVALUATION CONSTRAINTS: The offeror shall identify up to five key personnel, by name and association with the offeror, who will field questions during the oral technical evaluation. After opening remarks by the TEB, the offeror will respond to a series of questions and scenarios in 40 minutes per SIN. The evaluation will be stopped precisely after 40 minutes. The total evaluation session is expected to up to three (3) hours, depending on the number of SINs the offeror is proposing. The TEB Chairperson will be responsible for ensuring the schedule is met and that all offerors are given the same opportunity to present and answer questions.

(ii) ORAL TECHNICAL EVALUATION SCHEDULING: The TEB will contact the offeror's authorized negotiator or the signatory of the SF 1449 via email to schedule the oral technical evaluation. Evaluation time slots will be assigned on a first-come-first-served basis. The Government reserves the right to reschedule any offeror's oral technical evaluation at its sole discretion. The oral technical evaluation will be held at facilities designated by the TEB. The exact location, seating capacity, and any other relevant information will be provided when the evaluations are scheduled. The government may make accommodations for vendors to participate in the oral evaluations virtually, if they are unable to participate in-person.

(iii) PROHIBITION OF ELECTRONIC RECORDING OF THE ORAL TECHNICAL EVALUATION: The offeror may not record or transmit any of the oral evaluation process. All offeror's electronic devices shall be removed from the room during the evaluation. The offeror is permitted to have a timer in the room during the evaluation, provided by the TEB.

(iv) RESUBMISSION RESTRICTIONS FOR UNSUCCESSFUL VENDORS UNDER THIS EVALUATION FACTOR: Offeror, whom the TEB has found to have not met the "acceptable" criteria under this evaluation factor shall be given one (1) opportunity to provide clarifications to the TEB. The offeror will have 24 hours from the time of the notice from the TEB to provide clarifications. Offerors, who have provided clarifications and still have not met the "acceptable" criteria, shall be rejected and shall be ineligible to re-submit proposals to participate in the SIN for which they were rejected for a period of six (6) months following the date of rejection.



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## CI-FSS-152-S ADDITIONAL EVALUATION FACTORS FOR SUCCESSFUL FSS PROGRAM CONTRACTORS UNDER SCHEDULE 70 (OCT 2015)

(a) The Government will consider award to an offeror who has been determined to be responsible, whose offer conforms to all solicitation requirements, who is determined technically acceptable, who has acceptable past performance, and whose prices are determined fair and reasonable.

(b) All technical evaluation factors will be reviewed, evaluated, and rated acceptable or unacceptable based on the criteria listed below. Award will be made on a SIN-by-SIN basis. A rating of "unacceptable" under any technical evaluation factor, by SIN, will result in an "unacceptable" rating overall for that SIN, and that SIN will be rejected. Offers determined unacceptable for all proposed SIN(s) will be rejected.

**I. TECHNICAL EVALUATION FACTORS:**

(1) Quality Control: See SCP-FSS-001-S

(2) Past Performance: See SCP-FSS-001-S

**II. PRICE PROPOSAL FACTOR:** See SCP-FSS-001-S and SCP-FSS-004.

## D-FSS-471 MARKING AND DOCUMENTATION REQUIREMENTS PER SHIPMENT (APR 1984)

It shall be the responsibility of the Ordering Office to determine the full marking and documentation requirements necessary under the various methods of shipment authorized by the contract. Set forth below is the minimum information and documentation that will be required for shipment. In the event the Ordering Office fails to provide the essential information and documentation, the Contractor shall, within three days after receipt of order, contact the Ordering Office and advise them accordingly. The Contractor shall not proceed with any shipment requiring transshipment via U.S. Government facilities without the below stated prerequisites:

Direct Shipments. The Contractor shall mark all items ordered against this contract with indelible ink, paint or fluid, as follows:

(1) Traffic Management or Transportation Officer at FINAL destination.

(2) Ordering Supply Account Number.

(3) Account number.

(4) Delivery Order or Purchase Order Number.

(5) National Stock Number, if applicable; or Contractor's item number.

(6) Box _____ of _____ Boxes.

(7) Nomenclature (brief description of items).

## D-FSS-477 TRANSSHIPMENTS (APR 1984)

The Contractor shall complete TWO DD Forms 1387, Military Shipment Labels and, if applicable, four



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copies of DD Form 1387-2, Special Handling/Data Certification—used when shipping chemicals, dangerous cargo, etc. Two copies of the DD Form 1387 will be attached to EACH shipping container delivered to the port Transportation Officer for subsequent transshipment by the Government as otherwise provided for under the terms of this contract. These forms will be attached to one end and one side (NOT on the top or bottom) of the container. The Contractor will complete the bottom line of these forms, which pertains to the number of pieces, weight and cube of each piece, using U.S. weight and cubic measures. Weights will be rounded off to the nearest pound. (One kg = 2.2 U.S. pounds; one cubic meter = 35.3156 cubic feet.) In addition, if the cargo consists of chemicals, or is dangerous, one copy of the DD Form 1387 2 will be attached to the container, and three copies will be furnished to the Transportation Officer with the Bill of Lading. DANGEROUS CARGO WILL NOT BE INTERMINGLED WITH NONDANGEROUS CARGO IN THE SAME CONTAINER. Copies of the above forms, and preparation instructions will be obtained from the Ordering Office issuing the Delivery Order. Reproduced copies of the forms are acceptable. FAILURE TO INCLUDE DD FORMS 1387 (AND DD FORM 1387-2, IF APPLICABLE) ON EACH SHIPPING CONTAINER WILL RESULT IN REJECTION OF SHIPMENT BY THE PORT TRANSPORTATION OFFICER.

### F-FSS-230 DELIVERIES TO THE U.S. POSTAL SERVICE (JAN 1994)

(a) Applicability. This clause applies to orders placed for the U.S. Postal Service (USPS) and accepted by the Contractor for the delivery of supplies to a USPS facility (consignee).

(b) Mode/Method of Transportation. Unless the Contracting Officer grants a waiver of this requirement, any shipment that meets the USPS requirements for mailability (i.e., 70 pounds or less, combined length and girth not more than 108 inches, etc.) delivery shall be accomplished via the use of the USPS. Other commercial services shall not be used, but this does not preclude the Contractor from making delivery by the use of the Contractor's own vehicles.

(c) Time of Delivery. Notwithstanding the required time for delivery to destination as may be specified elsewhere in this contract, if shipments under this clause are mailed not later than five (5) calendar days before the required delivery date, delivery shall be deemed to have been made timely.

### F-FSS-736-A EXPORT TRAFFIC RELEASE (OCT 1988)

Supplies ordered by GSA for export will not be shipped by the Contractor until shipping instructions are received from GSA. To obtain shipping instructions, the Contractor shall forward completed copies of GSA Form 1611, Application for Shipping Instructions and Notice of Availability, to the GSA office designated on the purchase order at least 15 days prior to the anticipated shipping date. Copies of GSA Form 1611 will be furnished to the Contractor with the purchase order. Failure to comply with this requirement could result in nonacceptance of the material by authorities at the port of exportation. When supplies for export are ordered by other Government agencies the Contractor should obtain shipping instructions from the ordering agency.

### G-FSS-900-C CONTACT FOR CONTRACT ADMINISTRATION (JUL 2003)

Offerors should complete paragraphs (a) and (b) if providing both domestic and overseas delivery. Complete paragraph (a) if providing domestic delivery only. Complete paragraph (b) if providing overseas delivery only.

The Contractor shall designate a person to serve as the contract administrator for the contract both domestically and overseas. The contract administrator is responsible for overall compliance with contract terms and conditions. The contract administrator is also the responsible official for issues concerning 552.238-74, Industrial Funding Fee and Sales Reporting (JUL 2003), including reviews of contractor records. The Contractor’s designation of representatives to handle certain functions under this contract does not relieve the contract administrator of responsibility for contract compliance. Any changes to the designated individual must be provided to the Contracting Officer in writing, with the proposed effective date of the



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change

(a) Domestic:

NAME _____

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TELEPHONE NO. (_____) _____ FAX NO. _____

E-MAIL ADDRESS _____

(b) Overseas: Overseas contact points are mandatory for local assistance with the resolution of any delivery, performance, or quality complaint from customer agencies. (Also, see the requirement in I-FSS-594, Parts and Service.) At a minimum, a contact point must be furnished for each area in which deliveries are contemplated, e.g., Europe, South America, Far East, etc.

NAME _____

TITLE _____

ADDRESS _____

ZIP CODE _____

TELEPHONE NO. (_____) _____ FAX NO. _____

E-MAIL ADDRESS _____

### G-FSS-906 VENDOR MANAGED INVENTORY (VMI) PROGRAM (MAS) (JAN 1999)

(a) The term “Vendor Managed Inventory” describes a system in which the Contractor monitors and maintains specified inventory levels for selected items at designated stocking points. VMI enables the Contractor to plan production and shipping more efficiently. Stocking points benefit from reduced inventory but steady stock levels.

(b) Contractors that commercially provide a VMI-type system may enter into similar partnerships with customers under a Blanket Purchase Agreement.

### G-FSS-907 ORDER ACKNOWLEDGEMENT (APR 1984)

Contractors shall acknowledge only those orders which state "Order Acknowledgement Required." These orders shall be acknowledged within 10 days after receipt. Such acknowledgement shall be sent to the activity placing the order and contain information pertinent to the order, including the anticipated delivery date.

### I-FSS-106 GUARANTEED MINIMUM (JUL 2003)

The minimum that the Government agrees to order during the period of this contract is $2,500. If the Contractor receives total orders for less than $2,500 during the term of the contract, the Government will pay the difference between the amount ordered and $2,500.



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(a) Payment of any amount due under this clause shall be contingent upon the Contractor's timely submission of GSA Form 72A reports (see GSAR 552.238-74 "Industrial Funding Fee and Sales Reporting") during the period of the contract and receipt of the close-out sales report pursuant to GSAR 552.238-74.

(b) The guaranteed minimum applies only if the contract expires or contract cancellation is initiated by the Government. The guaranteed minimum does not apply if the contract is terminated for cause or if the contract is canceled at the request of the Contractor.

### I-FSS-108 CLAUSES FOR OVERSEAS COVERAGE (MAY 2000)

The following clauses apply to overseas coverage.

52.214-34 Submission of Offers in the English Language
52.214-35 Submission of Offers in U.S. Currency
52.247-34 FOB Destination
52.247-38 FOB Inland Carrier, Country of Exportation
52.247-39 FOB Inland Point, Country of Importation
C-FSS-412 Characteristics of Electric Current
D-FSS-471 Marking and Documentation Requirements Per Shipment
D-FSS-477 Transshipments
F-FSS-202-F Delivery Prices
I-FSS-314 Foreign Taxes and Duties
I-FSS-594 Parts and Service

### I-FSS-109 ENGLISH LANGUAGE AND U.S. DOLLAR REQUIREMENTS (MAR 1998)

(a) All documents produced by the Contractor to fulfill requirements of this contract including, but not limited to, Federal Supply Schedule catalogs and pricelists, must reflect all terms and conditions in the English language.

(b) U.S. dollar equivalency, if applicable, will be based on the rates published in the "Treasury Reporting Rates of Exchange" in effect as of the date of the agency's purchase order or in effect during the time period specified elsewhere in this contract.

### I-FSS-140-B URGENT REQUIREMENTS (JAN 1994)

When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering agency, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

### I-FSS-163 OPTION TO EXTEND THE TERM OF THE CONTRACT (EVERGREEN) (APR 2000)

(a) The Government may require continued performance of this contract for an additional 5 year period when it is determined that exercising the option is advantageous to the Government considering price and other factors.. The option clause may not be exercised more than three times. When the option to extend the term of this contract is exercised the following conditions are applicable:

(1) It is determined that exercising the option is advantageous to the Government considering



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price and the other factors covered in (2 through 4 below).

(2) The Contractor's electronic catalog/pricelist has been received, approved, posted, and kept current on GSA *Advantage!*® in accordance with clause I-FSS-600, Contract Price Lists.

(3) Performance has been acceptable under the contract.

(4) Subcontracting goals have been reviewed and approved.

(b) The Contracting Officer may exercise the option by providing a written notice to the Contractor within 30 days, unless otherwise noted, prior to the expiration of the contract or option.

(c) When the Government exercises its option to extend the term of this contract, prices in effect at the time the option is exercised will remain in effect during the option period, unless an adjustment is made in accordance with another contract clause (e.g., Economic Price Adjustment Clause or Price Reduction Clause).

**I-FSS-314 FOREIGN TAXES AND DUTIES (DEC 1990)**

Prices offered must be net, delivered, f.o.b. to the destinations accepted by the Government.

(a) The offeror warrants that such prices do not include any tax, duty, customs fees, or other foreign Governmental costs, assessments, or similar charges from which the U.S. Government is exempt. The offeror further warrants that any applicable taxes duties, customs fees, other Government costs, assessments or similar charges from which the U.S. Government is not exempt are included in the prices quoted and that such prices are not subject to increases for any such charges applicable at the time of acceptance of this offer by the Government.

(b) Standard commercial export packaging, including containerization, if necessary, packaging, preservation, marking are included in the pricing offered and accepted by the Government.

**I-FSS-40 CONTRACTOR TEAM ARRANGEMENTS (JUL 2003)**

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with contract clause 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

**I-FSS-50 PERFORMANCE REPORTING REQUIREMENTS (FEB 1995)**

(a) This clause applies to all contracts estimated to exceed $100,000.

(b) Unless notified otherwise in writing by the Contracting Officer, the Contractor may assume contract performance is satisfactory.

(c) If negative performance information is submitted by customer agencies, the Contracting Officer will notify the Contractor in writing and provide copies of any complaints received. The Contractor will have 30 calendar days from receipt of this notification to submit a rebuttal and/or a report of corrective actions taken.

**I-FSS-594 PARTS AND SERVICE (OCT 1988)**

(1) For equipment under items listed in the schedule of items or services on which offers are submitted,



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the offeror certifies by submission of this offer that parts and services (including the performing of warranty or guarantee service) are now available from dealers or distributors serving the areas of ultimate overseas destination or that such facilities will be established and will be maintained throughout the contract period. If a new servicing facility is to be established, the facility shall be established no later than the beginning of the contract period.

(2) Each Contractor shall be fully responsible for the services to be performed by the named servicing facilities, or by such facilities to be established, and fully guarantees performance of such services if the original service proves unsatisfactory.

(3) Offerors are requested to include in the pricelist, the names and addresses of all supply and service points maintained in the geographic area in which the Contractor will perform. Please indicate opposite each point whether or not a complete stock of repair parts for items offered is carried at that point, and whether or not mechanical service is available.

| GEOGRAPHIC AREA | ADDRESS OF SUPPLY AND SERVICE POINT |
|---|---|
| | |
| | |
| | |

It is desired to have available means for maintaining Government-owned items in satisfactory operating condition and to receive service at least as good as that extended to commercial customers.

## I-FSS-597 GSA *ADVANTAGE!*® (OCT 2014)

(a) The Contractor must participate in the GSA *Advantage!*® online shopping service. Information and instructions regarding contractor participation are contained in clause I-FSS-599, Electronic Commerce.

(b) The Contractor also should refer to contract clauses 552.238-71, Submission and Distribution of Authorized GSA Schedule Pricelists (which provides for submission of pricelists on a common-use electronic medium), I-FSS-600, Contract Pricelists (which provides information on electronic contract data), and 552.238-81, Modifications (Federal Supply Schedule), (which addresses electronic file updates).

Note: Regulation I-FSS-597
Universal Product Codes (UPCs)

The current requirement is for vendors to submit at least one UPC per qualifying SIN. A listing of which SINs require mandatory UPC submission by going to the Vendor Support Center at vsc.gsa.gov and following this path: Getting on Advantage >> Lookup Tables (under Documentation) >> Schedules SIN|MOL|Photo|UPC.

The direct link is: https://vsc.gsa.gov/lookup/sin_mol.cfm. The UPC will be a critical component of the upcoming Formatted Price List (FPL) portion of the EAS project. It will allow for easy product comparisons and validation.

UPCs are the most reliable way to group the same products together to facilitate



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comparisons of best value. In addition, it will improve the quality of product data and the general system experience for all users. Any calls to the CO/CS, from vendors about UPC issues, should be referred to the Vendor Support Center at (877) 495-4849. The VSC will provide the vendor guidance on issues for submitting UPCs, what to do if you do not have a UPC, exclusions, troubleshooting etc.

**I-FSS-599 ELECTRONIC COMMERCE—FACNET (SEP 2006)**

(a) General Background.

The Federal Acquisition Streamlining Act (FASA) of 1994 establishes the Federal Acquisition Computer Network (FACNET) requiring the Government to evolve its acquisition process from one driven by paperwork into an expedited process based on electronic commerce/electronic data interchange (EC/EDI). EC/EDI means more than merely automating manual processes and eliminating paper transactions. It can and will help to move business processes (e.g., procurement, finance, logistics, etc.) into a fully electronic environment and fundamentally change the way organizations operate.

(b) Trading Partners and Value-Added Networks (VAN's).

Within the FACNET architecture, electronic documents (e.g., orders, invoices, etc.) are carried between the Federal Government's procuring office and contractors (now known as "trading partners"). These transactions are carried by commercial telecommunications companies called Value-Added Networks (VAN's).

EDI can be done using commercially available hardware, software, and telecommunications. The selection of a VAN is a business decision contractors must make. There are many different VAN's which provide a variety of electronic services and different pricing strategies. If your VAN only provides communications services, you may also need a software translation package.

(c) Registration Instructions.

DOD will require Contractors to register as trading partners to do business with the Government. This policy can be reviewed via the INTERNET at http://www.defenselink.mil/releases/1999/b03011999_bt079-99.html.

To do EDI with the Government, Contractors must register as a trading partner. Contractors will provide regular business information, banking information, and EDI capabilities to all agencies in this single registration. A central repository of all trading partners, called the Central Contractor Registration (CCR) http://www.ccr.gov/, has been developed. All Government procuring offices and other interested parties will have access to this central repository. The database is structured to identify the types of data elements which are public information and those which are confidential and not releasable.

To register, contractors must provide their Dun and Bradstreet (DUNS) number. The DUNS number is available by calling 1(800)333-0505. It is provided and maintained free of charge and only takes a few minutes to obtain. Contractors will need to provide their Tax Identification Number (TIN). The TIN is assigned by the Internal Revenue Service by calling 1(800)829-1040. Contractors will also be required to provide information about company bank or financial institution for electronic funds transfer (EFT).

Contractors may register through on-line at http://www.ccr.gov/ or through their Value Added Network (VAN) using an American National Standards Institute (ANSI) ASC X12 838 transaction set, called a "Trading Partner Profile." A transaction set is a standard format for moving electronic data. VAN's will be able to assist contractors with registration.



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(d) Implementation Conventions.

All EDI transactions must comply with the Federal Implementation Conventions (IC's). Many VAN's and software providers have already built the IC requirements into their products. If you need to see the IC's, they are available on a registry maintained by the National Institute of Standards and Technology (NIST). It is accessible via the INTERNET at http://www.itl.nist.gov/lab/csl-pubs.htm. IC's are available for common business documents such as Purchase Order, Price Sales Catalog, Invoice, Request for Quotes, etc.

(e) Additional Information.

GSA has additional information available for vendors who are interested in starting to use EC/EDI. Contact the Contracting Officer for a copy of the latest handbook. Several resources are available to vendors to assist in implementing EC/EDI; specific addresses are available in the handbook or from the Contracting Officer:

(1) Electronic Commerce Resource Centers (ECRC's) are a network of U.S. Government-sponsored centers that provide EC/EDI training and support to the contractor community. They are found in over a dozen locations around the country.

(2) Procurement Technical Assistance Centers (PTAC's) and Small Business Development Centers (SBDC's) provide management assistance to small business owners. Each state has several locations.

(3) Most major US cities have an EDI user group of companies who meet periodically to share information on EDI-related subjects.

(f) GSA *Advantage!*®

(1) GSA *Advantage!*® will use this FACNET system to receive catalogs, invoices and text messages; and to send purchase orders, application advice, and functional acknowledgments. GSA *Advantage!*® enables customers to:

(i) Perform database searches across all contracts by manufacturer; manufacturer's model/part number; vendor; and generic product categories.

(ii) Generate their own EDI delivery orders to contractors, generate EDI delivery orders from the Federal Supply Service to contractors, or download files to create their own delivery orders.

(iii) Use the Federal IMPAC VISA.

(2) GSA *Advantage!*® may be accessed via the GSA Home Page. The INTERNET address is: http://www.gsa.gov, or http://www.fss.gsa.gov.

## I-FSS-60 PERFORMANCE INCENTIVES (APR 2000)

(a) Performance incentives may be agreed upon between the contractor and the ordering office on individual orders or Blanket Purchase Agreements under this contract in accordance with this clause.

(b) The ordering office must establish a maximum performance incentive price for these services and/or total solutions, on individual orders or Blanket Purchase Agreements.

(c) Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering offices shall consider establishing incentives where performance is critical to the agency's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.



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(Note: This is an FSS reproduction using word processing software) **STANDARD FORM 1449** (10-95) **(BACK)**

## I-FSS-600 CONTRACT PRICE LISTS (OCT 2016)

(a) Electronic Contract Data.

(1) At the time of award, the Contractor will be provided instructions for submitting electronic contract data in a prescribed electronic format as required by clause 552.238-71, *Submission and Distribution of Authorized FSS Schedule Price Lists*.

(2) The Contractor will have a choice to transmit its file submissions electronically through Electronic Data Interchange (EDI) in accordance with the Federal Implementation Convention (IC) or use the application made available at the time of award. The Contractor's electronic files must be complete; correct; readable; virus-free; and contain only those supplies and services, prices, and terms and conditions that were accepted by the Government. They will be added to GSA's electronic ordering system known as GSA *Advantage!*®, a menu-driven database system that provides on-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic order. The Contractor's electronic files must be received no later than 30 days after award. Contractors should refer to clause I-FSS-597, GSA *Advantage!* ® for further information.

(3) Further details on EDI, ICs, and GSA *Advantage!* ® can be found in clause I-FSS-599, *Electronic Commerce*.

(4) The Contractor is encouraged to place the GSA identifier (logo) on their web site for those supplies or services covered by this contract. The logo can link to the contractor's Federal Supply Schedule price list. The identifier URL is located at http://www.gsa.gov/logos. All resultant "web price lists" shown on the contractor's web site must be in accordance with section (b)(3)(ii) of this clause and nothing other than what was accepted /awarded by the Government) may be included. If the contractor elects to use contract identifiers on its website (either logos or contact number) the website must clearly distinguish between those items awarded on the contract and any other items offered by the contractor on an open market basis.

(5) The contractor is responsible for keeping all electronic catalogs data up to date; e.g., prices, product deletions and replacements, etc.

(b) Federal Supply Schedule Price Lists.

(1) The Contractor must also prepare and distribute a Federal Supply Schedule Price List as required by clause 552.238-71, Submission and Distribution of Authorized FSS Schedule Price Lists. This must be done as set forth in this paragraph (b).

(2) The Contractor must prepare a Federal Supply Schedule Price List by either:

(i) Using the commercial catalog, price list, schedule, or other document as accepted by the Government, showing accepted discounts, and obliterating all items, terms, and conditions not accepted by the Government by lining out those items or by a stamp across the face of the item stating "NOT UNDER CONTRACT" or "EXCLUDED"; or

(ii) Composing a price list in which only those items, terms, and conditions accepted by the Government are included, and which contain only net prices, based upon the commercial price list less discounts accepted by the Government. In this instance, the Contractor must show on the cover page the notation "Prices Shown Herein are Net (discount deducted)".

(3) The cover page of the Federal Supply Schedule Price List must include the following information prepared in the format set forth in this subparagraph (b)(3):

(i) GENERAL SERVICES ADMINISTRATION



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Federal Supply Service
Authorized Federal Supply Schedule Price List
On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA *Advantage!*®, a menu-driven database system. The INTERNET address GSA *Advantage!*® is: GSAAdvantage.gov.

Schedule Title
FSC Group, Part, and Section or Standard Industrial Group (as applicable)
FSC Class(es)/Product code(s) and/or Service Codes (as applicable)
Contract number
For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at fss.gsa.gov.
Contract period.
Contractor's name, address, and phone number (include toll-free WATS number and FAX number, if applicable)
Contractor's internet address/web site where schedule information can be found (as applicable). Contract administration source (if different from preceding entry).
Business size.

(ii) CUSTOMER INFORMATION: The following information should be placed under this heading in consecutively numbered paragraphs in the sequence set forth below. If this information is placed in another part of the Federal Supply Schedule Price List, a table of contents must be shown on the cover page that refers to the exact location of the information.

1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price(s).

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply.

1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate "Not applicable" for this item.

2. Maximum order.

3. Minimum order.

4. Geographic coverage (delivery area).

5. Point(s) of production (city, county, and State or foreign country).

6. Discount from list prices or statement of net price.

7. Quantity discounts.

8. Prompt payment terms. Note: Prompt payment terms must be followed by the statement "Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions."

9a. Notification that Government purchase cards are accepted at or below the



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micro-purchase threshold.

9b. Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold.

10. Foreign items (list items by country of origin).

11a. Time of delivery. (Contractor insert number of days.)

11b. Expedited Delivery. The Contractor will insert the sentence "Items available for expedited delivery are noted in this price list." under this heading. The Contractor may use a symbol of its choosing to highlight items in its price lists that have expedited delivery.

11c. Overnight and 2-day delivery. The Contractor will indicate whether overnight and 2-day delivery are available. Also, the Contractor will indicate that the schedule customer may contact the Contractor for rates for overnight and 2-day delivery.

11d. Urgent Requirements. The Contractor will note in its price list the "Urgent Requirements" clause of its contract and advise agencies that they can also contact the Contractor's representative to effect a faster delivery.

12. F.O.B. point(s).

13a. Ordering address(es).

13b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

14. Payment address(es).

15. Warranty provision.

16. Export packing charges, if applicable.

17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level).

18. Terms and conditions of rental, maintenance, and repair (if applicable).

19. Terms and conditions of installation (if applicable).

20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable).

20a. Terms and conditions for any other services (if applicable).

21. List of service and distribution points (if applicable).

22. List of participating dealers (if applicable).

23. Preventive maintenance (if applicable).

24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants).



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24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.) The EIT standards can be found at: www.Section508.gov/.

25. Data Universal Number System (DUNS) number.

26. Notification regarding registration in System for Award Management (SAM) database.

(4) Amendments to Federal Supply Schedule Price Lists must include on the cover page the same information as the basic document plus the title "Supplement No. (sequentially numbered)" and the effective date(s) of such supplements.

(5) Accuracy of information and computation of prices is the responsibility of the Contractor. NOTE: The obliteration discussed in subdivision (b)(2)(i) of this clause must be accomplished prior to the printing and distribution of the Federal Supply Schedule Price Lists.

(6) Inclusion of incorrect information will cause the Contractor to resubmit/correct and redistribute the Federal Supply Schedule Price List, and may constitute sufficient cause for Cancellation, applying the provisions of 52.212-4 , *Contract Terms and Conditions* (paragraph (m), Termination for Cause), and application of any other remedies as provided by law—including monetary recovery.

(7) In addition, one copy of the Federal Supply Schedule Price List must be submitted to the National Customer Service Center at: Email: schedules.infocenter@gsa.gov
Telephone: 1 (800) 488-3111

Note: Regulation I-FSS-600
In lieu of paragraph (b)(7) of I-FSS-600, one copy of the Federal Supply Schedule Price List must be submitted electronically to:
NCSCCustomer.Service@gsa.gov

In the event that vendor elect to submit an electronic copy, then send Federal Supply Schedule Price List to the following correct physical address:

U.S. General Services Administration
The Heartland Region, Region 6
2300 Main St.
Kansas City, MO 64108

**I-FSS-639 CONTRACT SALES CRITERIA (MAR 2002)**

(a) A contract will not be awarded unless anticipated sales are expected to exceed $25,000 within the first 24 months following contract award, and are expected to exceed $25,000 in sales each 12-month period thereafter.

(b) The Government may cancel the contract in accordance with clause 552.238-73, Cancellation, unless reported sales are at the levels specified in paragraph (a) above.

**I-FSS-644 DEALERS AND SUPPLIERS (OCT 1988)**



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When requested by the Contracting Officer, if other than the manufacturer, the offeror must submit prior to award of a contract, either (1) a letter of commitment from the manufacturer which will assure the offeror of a source of supply sufficient to satisfy the Government's requirements for the contract period, OR (2) evidence that the offeror will have an uninterrupted source of supply from which to satisfy the Government's requirements for the contract period.

### I-FSS-646 BLANKET PURCHASE AGREEMENTS (MAY 2000)

Blanket Purchase Agreements (BPA's) can reduce costs and save time because individual orders and invoices are not required for each procurement but can instead be documented on a consolidated basis. The Contractor agrees to enter into BPA's with ordering activities provided that:

(a) The period of time covered by such agreements shall not exceed the period of the contract including option year period(s);

(b) Orders placed under such agreements shall be issued in accordance with all applicable regulations and the terms and conditions of the contract; and

(c) BPAs may be established to obtain the maximum discount (lowest net price) available in those schedule contracts containing volume or quantity discount arrangements.

### I-FSS-680 DISSEMINATION OF INFORMATION BY CONTRACTOR (APR 1984)

The Government will provide the Contractor with a single copy of the resulting Federal Supply Schedule. However, it is the responsibility of the Contractor to furnish all sales outlets authorized to participate in the performance of the contract with the terms, conditions, pricing schedule, and other appropriate information.

### I-FSS-969 ECONOMIC PRICE ADJUSTMENT—FSS MULTIPLE AWARD SCHEDULE (OCT 2014)

Price adjustments include price increases and price decreases. Adjustments will be considered as follows:

(a) Contractors shall submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reduction Clause.

(b) There are two types of economic price adjustments (EPAs) possible under the Multiple Award Schedules (MAS) program for contracts not based on commercial catalogs or price lists as described below. Price adjustments may be effective on or after the first 12 months of the contract period on the following basis:

(1) Adjustments based on escalation rates negotiated prior to contract award. Normally, when escalation rates are negotiated, they result in a fixed price for the term of the contract. No separate contract modification will be provided when increases are based on negotiated escalation rates. Price increases will be effective on the 12-month anniversary date of the contract effective date, subject to paragraph (f), below.

(2) Adjustments based on an agreed-upon market indicator prior to award. The market indicator, as used in this clause, means the originally released public index, public survey or other public, based market indicator. The market indicator shall be the originally released index, survey or market indicator, not seasonally adjusted, published by the [to be negotiated], and made available at [to be identified]. Any price adjustment shall be based on the percentage change in the designated (i.e. indicator identification and date) market indicator from the initial award to the latest available as of the anniversary date of the contract effective date, subject to paragraph (e),



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below. If the market indicator is discontinued or deemed no longer available or reliable by the Government, the Government and the Contractor will mutually agree to a substitute. The contract modification reflecting the price adjustment will be effective upon approval by the Contracting Officer, subject to paragraph (g), below. The adjusted prices shall apply to orders issued to the Contractor on or after the effective date of the contract modification.

(c) Nothwithstanding the two economic price adjustments discussed above, the Government recognizes the potential impact of unforeseeable major changes in market conditions. For those cases where such changes do occur, the contracting officer will review requests to make adjustments, subject to the Government's examination of industry-wide market conditions and the conditions in paragraph (d) and (e), below. If adjustments are accepted, the contract will be modified accordingly. The determination of whether or not extra-ordinary circumstances exist rests with the contracting officer. The determination of an appropriate mechanism of adjustment will be subject to negotiations.

(d) Conditions of Price change requests under paragraphs b(2) and c above.:

(1) No more than three increases will be considered during each succeeding 12-month period of the contract. (For succeeding contract periods of less than 12 months, up to three increases will be considered subject to the other conditions of subparagraph (b)).

(2) Increases are requested before the last 60 days of the contract period, including options.

(3) At least 30 days elapse between requested increases.

(4) In any contract period during which price increases will be considered, the aggregate of the increases during any 12-month period shall not exceed 10 percent (10%) of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change.

(e) The following material shall be submitted with request for a price increase under paragraphs b(2) and c above:

(1) A copy of the index, survey or pricing indicator showing the price increase and the effective date.

(2) Commercial Sales Practice format, per contract clause 52.215-21 Alternate IV, demonstrating the relationship of the Contractor's commercial pricing practice to the adjusted pricing proposed or a certification that no change has occurred in the data since completion of the initial negotiation or a subsequent submission.

(3) Any other documentation requested by the Contracting Officer to support the reasonableness of the price increase.

(f) The Government reserves the right to exercise one of the following options:

(1) Accept the Contractor's price increases as requested when all conditions of (b), (c), (d), and (e) of this clause are satisfied;

(2) Negotiate more favorable prices when the total increase requested is not supported; or,

(3) Decline the price increase when the request is not supported. The Contractor may remove the item(s) from contract involved pursuant to the Cancellation Clause of this contract.

(g) Effective Date of Increases: No price increase shall be effective until the Government receives the electronic file updates pursuant to GSAR 552.238-81, Modifications (Federal Supply Schedule).

(h) All MAS contracts remain subject to contract clauses GSAR 552.238-75, "Price Reductions"; and



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552.215-72, “Price Adjustment -- Failure to Provide Accurate Information.” In the event the application of an economic price adjustment results in a price less favorable to the Government than the price relationship established during negotiation between the MAS price and the price to the designated customer, the Government will maintain the price relationship to the designated customer.

Note: Regulation I-FSS-969
THIS REGULATION FOR ECONOMIC PRICE ADJUSTMENT (EPA) IS FOR PRODUCTS AND /OR SERVICES THAT WERE AWARDED, BUT NOT BASED ON A COMMERCIAL CATALOG PRICE.



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# AUTHORIZED
# INFORMATION TECHNOLOGY SCHEDULE PRICELIST
# GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
# EQUIPMENT, SOFTWARE AND SERVICES

**Contractor has been awarded under the cooperative purchasing and disaster recovery programs. All awarded SINs are available to state, local and tribal government entities.**

## SPECIAL ITEM NO. 132-32 – TERM SOFTWARE LICENSE

FSC Class 7030 IT Software

## SPECIAL ITEM NO. 132-34 – MAINTENANCE OF SOFTWARE

## SPECIAL ITEM NO. 132-51 - INFORMATION TECHNOLOGY PROFESSIONAL SERVICES

| | |
|---|---|
| FPDS Code D301 | IT Facility Operation and Maintenance |
| FPDS Code D302 | IT Systems Development Services |
| FPDS Code D306 | IT Systems Analysis Services |
| FPDS Code D307 | Automated Information Systems Design and Integration Services |
| FPDS Code D308 | Programming Services |
| FPDS Code D3l0 | IT Backup and Security Services |
| FPDS Code D311 | IT Data Conversion Services |
| FPDS Code D313 | Computer Aided Design/Computer Aided Manufacturing (CAD/CAM) Services |
| FPDS Code D316 | IT Network Management Services |
| FPDS Code D317 | Automated News Service, Data Services or Other Information Services |
| FPDS Code D399 | Other Information Technology Services Not Else Where Classified |

## SPECIAL ITEM NO. 132 100 - ANCILLARY SUPPLIES AND/OR SERIVCES


## Prime Source Technologies, LLC
## 1825 K Street N.W., Suite 670
## Washington, DC 20006
## Phone: 202-628-3339, Facsimile: 888-648-8648
## http://www.primesource.com/


### Contract Number: GS-35F-0480T

**Period Covered by Contract: 06-15-2012 through 06-14-2017**
**Pricelist current through Modification PS-0039, Effective January 6, 2017**

Products and ordering information in this Authorized FAS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing the Federal Acquisition Service's Home Page via the internet at http://www.gsa.gov/fas

**Note 1:** All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.
**Note 2:** Agencies are advised that the Group 70 Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.
**Note 3:** This contract is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performance by the publisher or manufacturer or one of their authorized agents.
**Note 4:** Ancillary supplies and/or services are support supplies and services which are not within the scope of any other SIN on this schedule. These supplies and/or services may only be ordered in conjunction with or in support of supplies and/or services purchased under another SIN(s) in this solicitation to provide a solution to a customer requirement. This SIN may be used for orders and blanket purchase agreements that involve work or a project that is solely associated with the supplies and/or services purchased under this schedule. This SIN EXCLUDES purchases that are exclusively for supplies and/or services already available under another schedule and is limited to information technology (IT) products and/or services.
Special Instructions: The work performed under this SIN shall be associated with existing SINs that are part of this schedule. Ancillary supplies and/or services shall not be the primary purpose of the work ordered, but be an integral part of the total solution offered. Ancillary supplies and/or services may only be ordered in conjunction with or in support of supplies and/or services purchased under another SIN in this schedule. Contractors may be required to provide additional information to support a determination that their proposed ancillary supplies and/or services are commercially offered in support of one or more SINs under this schedule.

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## INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS

1. **GEOGRAPHIC SCOPE OF CONTRACT:** The geographic scope of this contract is the 48 contiguous states, the District of Columbia, Alaska, and Hawaii; the Commonwealth of Puerto Rico and all U.S. Government installations and/or agencies in U. S. Protectorates.

2. **CONTRACTOR'S ORDERING ADDRESS:**
Prime Source Technologies, LLC
1825 K Street N.W., Suite 670
Washington, DC 20006

**Contractor's Service Area:** All Government locations within the scope of the contract.

**Contractor's Payment Address:**

Same as Ordering Address

Government Commercial Credit Cards are accepted below the micro purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

Listed below are the telephone numbers that may be used by ordering agencies to obtain technical and/or ordering assistance.

888 628-3339 Ext 101 (Technical Support)

**3. LIABILITY FOR INJURY OR DAMAGE**
The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the COntractor.

**4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279**
Block 9: G. Order/Modification Under Federal Schedule
Block 16: Data Universal Numbering System (DUNS) Number: 096463000
Block 30: Type of Contractor – sba Certified Small Disadvantaged Business
Block 31: Woman-Owned Small Business - No
Block 36: Contractor's Taxpayer Identification Number (TIN): on file

**4a**. CAGE Code: 3AXY0

**4b**. Contractor has registered with the System for Award Management (SAM.gov).

**5. FOB DESTINATION**

6. **DELIVERY SCHEDULE**
(a) TIME OF DELIVERY. The contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below.

| **ITEMS OR GROUPS OF ITEMS (SIN or** | **DELIVERY TIME** |
|---|---|

| Nomenclature) | (DAYS ARO) |
|---|---|
| 132–32, 132-51 | 30 calendar days after receipt of order (ARO). |

(b) EXPEDITED DELIVERY TIMES. For those items that can be delivered quicker than the delivery times in paragraph (a), above, the offeror is requested to insert below, a time (hours/days ARO) that delivery can be made when **expedited delivery** is requested.

| ITEMS OR GROUPS OF ITEMS (SIN or Nomenclature) | EXPEDITED DELIVERY TIME (HOURS/DAYS ARO) |
|---|---|
| 132-32, 132-34 and 132-51 | Prime Source Technologies will provide expedited delivery, OVERNIGHT AND 2 DAY DELIVERY, for in stock products, at commercially available times and rates. If customer requires overnight or 2-day shipment of equipment, customer's account number must be stated on the purchase order. The account will be billed accordingly, or freight charges will be shown on invoice as a separate line item. |

(c) OVERNIGHT AND 2-DAY DELIVERY TIMES. Schedule customers may require overnight or 2-day delivery. The offeror is requested to annotate in its pricelist or by separate attachment the items that can be delivered overnight or within 2 days. Contractors offering such delivery service will be required to state in the FSS pricelist details concerning this service. **SEE ABOVE**

(d) URGENT REQUIREMENTS:
When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies are encouraged, if time permits, to contact the contractor for the purpose of obtaining accelerated delivery. The contractor shall replay to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the contractor in writing.) If the contractor offers an accelerated delivery time acceptable to the ordering agency, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

**7. DISCOUNTS:**

a. Prompt Payment: Applicable to SINs 132-51 and 132-100 Only: 1% Net 20 and 2% Net 15
b. Quantity: Applicable to SINs 132-51 and 132-100 Only: 2% over $100,000
c. Dollar Volume: None
d. Government Educational Institutions: Government Educational Institutions are offered the same discounts as all other Government customers.
e. Discount for use of Government Commercial Credit Card: None
f. Other: None

**8. PRODUCTION POINTS AND STATEMENT CONCERNING FOREIGN PRODUCED ITEMS**: All items listed herein are domestic end products, from designated countries under the Trade Agreements Act or are U.S. made end products.

**9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING**: Export packing is available at extra cost outside the scope of this contract.

**10. SMALL REQUIREMENTS**: The minimum dollar value of orders to be issued is $100.

**11A. MAXIMUM ORDER**: (All dollar amounts are exclusive of any discount for prompt payment.)

a. Special Item 132-32 – Purchase of Software
The maximum dollar value per order will be $500,000 for all software products.

b. Special Item 132-34 - Maintenance of Software
The maximum dollar value per order will be $500,000 for all software products.

c. Special Item 132-51 – Information Technology Services
The maximum dollar value per order will be $500,000 for all software products.

d. Special Item 132-100- Ancillary Services
The maximum dollar value per order will be $150,000 for all software products

**11B. ORDERS THAT EXCEED THE MAXIMUM ORDER** (I-FSS-125) (AUG 1995)

(a) In accordance with FAR 8.404 there may be circumstances where an ordering activity finds it advantageous to request a price reduction such as where a quantity of an individual order clearly indicates the potential for obtaining a reduced price.

To assist the customer agencies to determine when they should seek a price decrease a level called a maximum order has been established under the contract. When an agency order exceeds this amount it is recommended that the ordering activity contract the contractor for a reduced price.

(b) Contractor may:
(1) offer a new lower price for this requirement (the Price Reduction clause is not applicable to orders placed over the Maximum Order in FAR 52.216-19.)

(2) offer the lowest price available under the contract; or

(3) decline the order, orders must be returned in accordance with FAR 52.216-19.

(c) A delivery order for quantities that exceed the maximum order may be placed with the contractor selected in accordance with FAR 8.404. The order will be placed under the current contract.

(d) Sales for orders that exceed the Maximum Order shall be reported in accordance with GSAR 552.238-72.

## TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32), AND MAINTENANCE AS A SERVICE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

### 1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

### 2. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)

The Contractor shall provide all Enterprise User License Agreements in an editable Microsoft Office (Word) format.

### 3. GUARANTEE/WARRANTY

a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.

The applicable warranties (and associated limitations) relating to the Software are exclusively set out in the manufacturers Software License.

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. If no implied warranties are given, an express warranty of at least 60 days must be given in accordance with FAR 12.404(b)(2)

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

### 4. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 888-628-3339 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 9am to 6pm EST.

### 5. SOFTWARE MAINTENANCE

a. Software maintenance as it is defined: (select software maintenance type) :

_____ 1. Software Maintenance as a Product (SIN 132-32 or SIN 132-33)

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

Software Maintenance as a product is billed at the time of purchase.

____X_____ 2. Software Maintenance as a Service (SIN 132-34)

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.

b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

**6. PERIODS OF TERM LICENSES (SIN 132-32) AND MAINTENANCE (SIN 132-34)**

a. The Contractor shall honor orders for periods for the duration of the contract period or a lessor period of time.

b. Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.

d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

**7. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE**

a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (l0) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.

b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.

c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.

d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to ____n/a_____% of all term license payments during the period that the software was under a term license within the ordering activity.

**8. TERM LICENSE CESSATION**

a. After a software product has been on a continuous term license for a period of __n/a_____ * months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.

b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number l32-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

**9. UTILIZATION LIMITATIONS - (SIN 132-32, SIN 132-33, AND SIN 132-34)**

a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:

(1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

(2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

**10. SOFTWARE CONVERSIONS - (SIN 132-32 AND SIN 132-33)**

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system , or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license (132-32), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

## 11. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

## 12. RIGHT-TO-COPY PRICING

The Contractor shall insert the discounted pricing for right-to-copy licenses.

**SOFTWARE PRODUCTS PRICE LIST**

## (Special Item Number 132-32 Term Software License)

| MFR | MFR PART # | PRODUCT DESCRIPTION | GSA PRICE |
|---|---|---|---|
| ESi | SW-WebEOC-3/250-3YR | WebEOC Professional License (250 users) + 3 yr Maintenance/Support Package | $116,795.97 |
| ESi | SW-WebEOC-4/500-3YR | WebEOC Professional License (500 users) + 3 yr Maintenance/Support Package | $128,475.57 |
| ESi | SW-MPR-TXI-3YR | WebEOC Mapper Professional + 3 yr Maintenance/Support Package | $39,827.43 |
| ESi | SW-TM-3YR | WebEOC Team Manager+ 3 yr Maintenance/Support Package | $29,198.99 |
| ESi | SW-WF-3YR | WebEOC Fusion+ 3 yr Maintenance/Support Package | $137,536.52 |
| ESi | SW-WebEOCDR-3YR | WebEOC Pro Disaster Recovery+ 3 yr Maintenance/Support Package | $15,572.80 |
| ESi | SUB-CORE-2/50-3YR | WebEOC Core(50 users), 3 year subscription | $28,031.03 |
| ESi | SUB-CORE-3/75-3YR | WebEOC Core(75 users), 3 year subscription | $43,836.49 |
| ESi | SUB-EM-CORE-3YR | Emergency Management Module for WebEOC Core, 3 year subscription | $10,027.77 |
| ESi | SUB-WebEOC-3/250 | WebEOC Professional (250 users), 3 yr subscription | $73,060.51 |
| ESi | SUB-WebEOC-4/500 | WebEOC Professional (500 users), 3 yr subscription | $88,073.43 |
| ESi | SUB-WebEOC-5/750 | WebEOC Professional (750 users), 3 yr subscription | $102,428.21 |
| ESi | SUB-MPR-TXI | WebEOC Mapper Professional, 3 yr subscription | $24,855.29 |
| ESi | SUB-WF | WebEOC Fusion, 3 yr subscription | $89.893.04 |
| ESi | SUB-RRDM | WebEOC Resource Request and Deployment Manager, 3 yr subscription | $24,855.29 |

**SOFTWARE MAINTENANCE PRICELIST**
**(Special Item 132-34 Maintenance of Software)**

## Annual Support Plan

| MFR | MFR PART # | PRODUCT DESCRIPTION | GSA PRICE |
|---|---|---|---|
| ESi | SS-CIMS7-PRS | Software Support Renewal - WebEOC® Professional – Standard Edition | $ 8,795.48 |
| ESi | SS-CIMS7-ADL | Software Support Renewal - WebEOC® (per redundant server) | $ 781.82 |
| ESi | SS-CIMS7- WEBF | Software Support Renewal - ESiWebFusion™ | $14,659.13 |
| ESi | SS-CIMS7-RMB | Software Support Renewal - WebEOC® Resource Manager | $ 2,931.83 |
| ESi | SS-CIMS7-TMB | Software Support Renewal - WebEOC® Team Manager | $ 2,931.83 |
| ESi | SS-CIMS7-MPR-TXI | Software Support Renewal - WebEOC® Mapper – Professional | $ 3,811.37 |

**WebEOC® End User License Agreement**
**Local Implementation**

*1. License Agreement.*

This is a license agreement and not an agreement for sale. This License Agreement is made by and between ESi Acquisition, Inc. ("ESi"), a Delaware Corporation with its principal place of business at 823 Broad Street, Augusta, GA 30901 and Ordering Activity("Licensee"), an entity entitled to order under GSA Schedule contracts as defined in GSA Order ADM 4800.2H and as revised from time to time. This License Agreement ("Agreement") gives Licensee certain limited rights to use the proprietary ESi Software, Software Updates, and Documentation including any updates thereto. To the extent the terms of this Agreement conflict with the terms of the Schedule contract, the terms of the Schedule contract shall prevail.

*2. Definitions.*

(a) "Administrator" means an employee, officer, director or consultant of Licensee to whom Licensee has provided a user account and certain rights to administer the Software on behalf of Licensee.

(b) "Affiliate" means a corporation or limited liability corporation in which (i) ESi owns a majority interest and/or has substantial control over assets, operations and management, or (ii) which owns or has substantial control over the assets, operations and management of ESi, or (iii) is under common control with ESi.

(c) "Documentation" means the WebEOC® Administrator and User Manuals and any other documents, materials, information or guidance, whether supplied as printed material or in electronic form, provided by ESi in conjunction with the purchase, training, use, maintenance or update of the Software.

(d) "ESi" means ESi Acquisition, Inc., a Delaware corporation, with its primary place of business at 823 Broad Street, Augusta, GA, USA, 30901 and/or its affiliates.

(e) "License" means certain limited rights to use the proprietary ESi Software, Software Updates, online and/or hard-copy documentation and user guides as set forth in Section 4 of this Agreement.

(f) "Licensee" means the Ordering Activity accepting this License to use the Software.

(g) "Module" means a proprietary set of status boards developed by ESi for use with selected WebEOC-branded software which are designed to address a common functional need.

(h) "Party" means ESi or the licensee individually and "Parties" shall mean ESi and the Licensee collectively.

(i) "Software," means, individually and collectively, all of the software licensed by Licensee from ESi including, but not limited to, WebEOC® Professional, WebEOC® Town Square™, software plug-ins, modules, interfaces, and software updates.

(j) "Software Updates" means any technical correction, patch, bug fix, enhancement or other software release provided to Licensee pursuant to this License or under any Software Support Plan purchased by Licensee.

(k) "User" means any person to whom Licensee has provided a user account for the Software.

*3.* *Ownership and Licensing Authority.*

(a) Ownership of, and title to, the Software and Documentation shall be held by ESi and its licensor(s) and is protected by United States law and applicable international laws, treaties and conventions regarding intellectual property. ESi warrants that it has the power and authority to grant the license described herein. ESi and its licensor(s) shall retain all rights, title and ownership not granted herein to all copies of the Software and Documentation licensed under this Agreement.

(b) ESi represents and warrants that it is authorized to redistribute and license any third party software delivered with the Software and Documentation provided under this Agreement. The owner of such third party software shall have the right to enforce this Agreement to the extent permitted by applicable law.

*4.* *Grant of License.*

ESi grants to Licensee, and Licensee accepts, subject to the following terms and conditions and payment of the applicable license fee, a perpetual limited non-exclusive, non-transferable, and non-sublicensable right, to use the Software and Documentation for the stated Term.

*5.* *Permitted Uses.*

(a) Licensee may install and use one (1) Instance of the Software on one (1) Machine. As used herein, Machine means a single laptop, personal computer or web server, or a combined web and database server or multiple load-balanced web servers, configured to point to a single database and database server that is used operationally or "in production" ("Instance").

(i) Licensee may use the Software and Documentation solely for Licensee's internal business purposes.
(ii) Licensee also may make one (1) copy of the Software for back-up or archival purposes and install a copy of the Software on one (1) additional Machine for the sole purposes of testing the Software and Software Updates locally before placing "in production," and training Users of Licensee.
(iii) If Licensee requires or desires operational use of more than one Instance of the Software, an additional License(s) shall be required.

(b) The Software is licensed for an unlimited number of users.
(c) Administrators and Users shall have different rights to access the Software:
(i) Administrators may access all features of the Software. Certain features of the Software may only be accessed by named users who are granted status as an Administrator ("Administration Tools"). Administration Tools include, but are not limited to: creation and administration of user accounts; creation and

subsequent editing of incidents; software configuration; use of the WebEOC® BoardBuilder tool; installation and administration of board sets, plug-ins, modules, interfaces and Software Updates; and access to the Software's Application Programming Interface.

(ii) Users may not be granted access to any Administration Tools, except that Administrators may grant designated Users rights to create or edit incidents and to add or edit maps in MapTac™.

Except where otherwise provided in this Agreement, rights to access and use Administrative Tools are given exclusively to the Licensee and Licensee may not grant such rights to any third party.

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| | |
|---|---|
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| Name: _____ | Name: _____ |
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***Software Maintenance and Technical Support***

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Licensee may not assign or otherwise transfer, in whole or in part, or in any other manner, any rights, obligations, or any interest in or under this Agreement without the prior written consent of ESi and any attempted assignment will be void. A merger or other acquisition by a third party will be treated as an assignment. ESi may transfer or assign this Agreement only in accordance with the procedures of FAR Part 42.12.

*12. Copying of Documentation*.

Licensee may make as many copies of the Documentation as necessary for Licensee's internal purposes, provided that the Licensee shall not modify or alter the content or appearance of the Documentation, modify or alter the appearance of any ESi trademark or logo in the Documentation, or eliminate any references to ESi, WebEOC® or other ESi Software in the Documentation, and provided that Licensee shall reproduce and distribute the ESi copyright and notices page contained in the Documentation with all such copies, and maintain the confidentiality of the copies in accordance with Section 8 above.

*13. Software Maintenance and Technical Support; Module Care Plans; Hosting Services*

(a) Licensee shall receive software maintenance, technical support and hosting services set forth in Exhibit B from ESi or its authorized agent during the Term.

(b) All Software Updates received by Licensee shall be subject to the terms of this Agreement.

*14. Limited Warranty and Disclaimers*.

(a) ESi warrants that the Software, except Modules, will perform in accordance with the accompanying Documentation for a period of one (1) year from the first day of the month following installation, if ESi or its authorized agent, associate or contractor performs the Software installation, or on the first day of the month after the Software is shipped, if ESi or its authorized agent, associate or contractor ships the Software to the Licensee. ESi warrants that the Module will perform in accordance with the accompanying Documentation for a period of ninety (90) days from the first day of the month following installation, if ESi or its authorized agent, associate or contractor performs the Software installation, or on the first day of the month after the Software is shipped, if ESi or its authorized agent, associate or contractor ships the Software to the Licensee.

(b) If programming errors or defects do occur during this period and ESi is promptly notified in writing of the nature of the error, ESi will correct the error without charge.

(c) ESi's liability and Licensee's remedy shall be, at ESi's option, either (a) correction of the error or (b) return of the license fee. This limited warranty does not cover errors attributable to accident, abuse or misapplication, alteration, operation outside the parameters specified in this Agreement or the Documentation, failure to install Updates provided during the warranty period, installation, training or programming provided by an anyone other than ESi or an ESi-certified technician, or other breach of this Agreement by Licensee. In the event of a breach of warranty, the U.S. Government reserves all rights and remedies under the contract, the Federal Acquisition Regulations, and the Contract Disputes Act, 41 U.S.C. 7101-7109.

(d) ESi DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SOFTWARE AND/OR ACCOMPANYING DOCUMENTATION. NO ORAL OR WRITTEN ADVICE OR INFORMATION PROVIDED BY ESi OR ANY OF ITS AGENTS, EMPLOYEES OR CONTRACTORS SHALL CREATE A WARRANTY, AND LICENSEE IS NOT ENTITLED TO RELY ON ANY SUCH ADVICE OR INFORMATION. ESi EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE SOFTWARE WILL OPERATE UNINTERRUPTED OR FREE OF ERRORS.

(e) The Software is an information management application. The software is not fault-tolerant and is not designed, manufactured, or intended for use or resale in hazardous environments that require fail-safe performance such as in the operation of nuclear facilities, aircraft navigation or communications systems, air traffic control, emergency response, terrorism prevention or response, life support or weapons systems (collectively "High Risk Activities"), the failure of which could lead to death, personal injury, or severe physical or environmental damage. ESi EXPRESSLY DISCLAIMS ANY WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES.

*15. Limited Liability.*

EXCEPT WITH RESPECT TO ITS OBLIGATIONS UNDER SECTION 17 OF THIS AGREEMENT, ESi AND ITS LICENSORS' AGGREGATE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SOFTWARE OR DOCUMENTATION IS LIMITED TO THE TOTAL OF ALL SUMS PAID OR PAYABLE TO ESi FOR THE LICENSE. ESi AND ITS LICENSORS SHALL NOT IN ANY CASE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOST PROFITS OR REVENUE, LOST SOFTWARE, LOSS OF DATA, COSTS OF RECREATING LOST DATA, OR THE COST OF ANY SUBSTITUTE SOFTWARE OR EQUIPMENT), INDIRECT OR PUNITIVE DAMAGES EVEN IF ESi HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER UNDER THEORY OF WARRANTY, TORT, PRODUCTS LIABILITY OR OTHERWISE. THIS CLAUSE SHALL NOT IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF OR RELATED TO THIS CONTRACT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31 U.S.C. 3729-3733. FURTHERMORE, THIS CLAUSE SHALL NOT IMPAIR NOR PREJUDICE THE U.S. GOVERNMENT'S RIGHT TO EXPRESS REMEDIES PROVIDED IN THE GSA SCHEDULE CONTRACT (e.g., CLAUSE 552.238-75 – PRICE REDUCTIONS, CLAUSE 52.212-4(h) – PATENT INDEMNIFICATION,

AND GSAR 552.215-72 – PRICE ADJUSTMENTS – FAILURE TO PROVIDE ACCURATE INFORMATION),

*16. License Term*.

(a) The initial term of this Agreement shall be the Term set forth in Licensee's Purchase Order.

*17. Infringement of Patent and Other Proprietary Rights*.

(a) ESi represents to Licensee that it has no knowledge of any existing or potential claims that the Software or Documentation violates or infringes upon any patent, copyright, trade secret or other proprietary right of a third party.

(b) ESi shall indemnify, defend and hold harmless Licensee from and against all claims, damages, losses, liabilities and expenses, including reasonable attorneys' fees, arising out of any claim by a third party asserting that the Software, Documentation, services or any use thereof, infringes such third party's patent, copyright, trademark, trade secret, confidentiality or other right, provided that Licensee notifies ESi in writing within a reasonable time after Licensee first receives written notice of the claim and gives ESi reasonable assistance, at ESi's cost, to intervene in the defense or settlement of the claim. If any such infringement, claim or action is brought or threatened, ESi will, at its sole option and expense: (a) procure for Licensee the right to continue using the Software; or (b) modify or amend the Software, provided that such modified Software will have substantially the same or comparable capabilities, or replace the Software with other software having substantially the same or comparable capabilities; or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and repay Licensee a portion, if any, of any license fees for the Software, on a pro rata basis. If terminated, the parties will be released from any further obligation under this Agreement, except for obligations that survive termination.

*18. No Disabling Codes, Timers, Counters, or Other Limitations*.

Except for technology controls designed to monitor or enforce the terms of this Agreement, the Software shall not include or contain any disabling code, timer, clock, counter or other limiting design or routine which causes the Software to be erased, inoperable or otherwise incapable of being used in the full manner for which it was designed and licensed pursuant to this Agreement.

*19. General Conditions*.

(a) Governing Law. This Agreement shall be governed by, and interpreted in accordance with, the laws of the United States of America regardless of application of choice of law rules or principles. This Agreement expressly excludes the United Nations Convention on Contracts for the International Sale of Goods The original language of this Agreement is English. In case of any discrepancies or conflicts between the English text version of this Agreement and any translation, the English version shall prevail.

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(c) Waiver. No waiver of any right under this Agreement shall be effective unless in a writing, signed by a duly authorized representative of ESi. No waiver of any past or present right arising from any breach or failure to perform shall be deemed to be a waiver of any future right arising under this Agreement.

(d) Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be void or unenforceable for any reason, that provision shall be reformed to the extent necessary to make the language enforceable. All other provisions of this Agreement shall remain in full force and effect.

*20. Export Controls.*

(a) Licensee acknowledges that the Software and Documentation are subject to United States export laws. Licensee shall not, nor shall Licensee authorize or permit its directors, employees, consultants, independent contractors or other persons, to export, re-export, disclose or otherwise provide the Software and/or Documentation to any country unless an appropriate license, exemption or authorization has been obtained from the U.S. Government.

(b) Licensee expressly agrees that Licensee shall not export, re-export, barter, or otherwise provide or disclose the Software and Documentation, in whole or in part, to: (a) any country covered by any United States trade embargo; (b) any person listed on the United States Department of Treasury's list of Specially Designated Nationals; (3) any person or entity listed on the United States Department of Commerce Denied Persons List; (4) any person or entity listed on the United States Department of Commerce Unverified or Entity Lists; (5) any person or entity listed on the United States Department of State Debarred List; or (6) any person or entity where such export, re-export, barter, disclosure or provision violates United State export control law or regulation. Licensee represents and warrants that neither it nor its directors, employees, consultants, nor any other persons or entities who may gain access to the Software and Documentation through the Licensee, are persons or entities subject to such U.S. export controls.

*21. U.S. Government Rights.*

(a) If Licensee is an agency, department, or other entity of the United States Government ("Government"), or funded by the United States Government, Licensee's use, duplication, reproduction, release, modification, disclosure or transfer of the Software, Documentation, technical specifications, or any related materials of any kind, including technical data, is restricted in accordance with Federal Acquisition Regulation ("FAR") 12.212 for civilian agencies, Defense Federal Acquisition Regulation Supplement ("DFARS") 227.7202 for military agencies and the equivalent regulations for the Department of Energy. The use of the Software and Documentation is further restricted in accordance with the terms of this Agreement, or any modification thereto.

(b) The Software and Documentation are commercial computer software and commercial computer software documentation. Licensee shall ensure that each copy used or possessed by or for the Government is labeled with the following: "Manufacturer is ESi Acquisition, Inc., 823 Broad Street, Augusta, GA 30901. ALL RIGHTS RESERVED. PROPRIETARY PRODUCTS." For the purpose of any federal, state or local law, Licensee agrees that the Software and Documentation are trade secrets and proprietary commercial products of ESi and/or its third party licensors and are only subject to disclosure in accordance with Federal law or court order.

## ***EXHIBIT A***

1 *Term*

The initial Term of this Agreement is in the Licensee's Purchase Order.

2. *Licensed Software*

Licensee has licensed the following Software:

| ***Number of Licensed Machines*** | ***Software*** |
|---|---|
| | |
| | |
| | |

Licensee also may install the Software to support "non-production" software development cycle activities:

| ***Number of Licensed Machines*** | ***Purpose*** |
|---|---|
| | Development/testing of Software Updates prior to placing in production (internal use only) |
| | Training (internal use only) |
| | Disaster Recovery |

3. *Authorized Number of Users*

Licensee may provide access to the following number of Administrators and Users:

| | |
|---|---|
| Administrators | |
| Users | |

4. *Surge Capacity Plan*

Surge Capacity Plan has been purchased for term: [ ] Yes [ ] No

5. *Emergency Response Program*

Client has enrolled in the Emergency Response Program: [ ] Yes [ ] No

***EXHIBIT B***
***Software Maintenance and Technical Support; Hosting Services***

1. Definitions

For the purposes of this Exhibit, the following words have the meaning set forth below:

(a) "Application Service Provider" means an entity that maintains a shared hardware environment for the purpose of hosting and maintaining software and data on behalf of customers.

(b) "Availability" means Software site availability, or the capability for the customer's website to access and deliver ".html" formatted pages successfully to any permitted end user through an internet connection exclusive of processes, hardware and software beyond the control of ESi.

(c) "Hosted System" means the combination of hardware, software and networking components used by the Application Service Provider to deliver the Hosting Services.

(d) "Hosting Services" means the installation and management of specified software applications by an Application Service Provider in a shared environment on behalf of a customer and exclusively for the benefit of permitted users of the Software.

(e) All other defined terms in this Exhibit B shall have the same meaning set forth in Section 2 of the Agreement, except where otherwise stated in this Exhibit.

2. Scope of Services

ESi shall provide the following services to address Licensee's software maintenance, technical support and Software hosting needs:

(a) ESi, acting as an Application Service Provider, shall provide Hosting Services to Licensee according to the provisions set forth in the Agreement. ESi shall notify Licensee promptly upon creation of Hosting Services account and provide Licensee with all information required to access such account. ESi, at its sole discretion, may provide and maintain such Hosted System and/or deliver such Hosted Services internally or through a qualified subcontractor.

(b) ESi shall provide and maintain the facilities, hardware, and networking components necessary to operate a high-availability, shared ASP Environment for the benefit of Licensee.

(c) ESi shall perform, at its convenience and after notice to Licensee, scheduled updates of Software as new releases become available. Such updates shall be scheduled to enable the simultaneous update of Software licensed to Licensee and all other ESi-hosted customers. Scheduled updates to Software, except for Modules, shall include correction releases (i.e. patches provided to correct software anomalies), point releases (i.e. modifications to current generation of software including enhancement and improvements), and level releases (i.e. new releases or new generation of software). ESi also shall install updates and security patches for other software, including operating system software, installed on hardware used to deliver Hosting Services. For Modules, ESi shall provide Licensee any updates released by ESi to correct errors affecting the

operation of the Module, whether such error is caused by the Module itself or by an error in the WebEOC software, and any updates required to maintain compatibility with the WebEOC software. ESi shall not provide for any enhancements to the Module.

(d) ESi shall perform, as needed, emergency security updates to the Hosted System and Software to protect the ASP Environment from newly identified and widespread threats to the internet or internet-based services posed by worms, viruses and Trojans, or to address other vulnerabilities, with little or no notice to Licensee. Such updates shall be treated as scheduled outages and the outage period shall not be considered as service downtime in any performance assessment that may be conducted.

(e) ESi shall provide and maintain a redundant ASP Environment at a location that is geographically separated from primary ASP Environment to ensure continuity of Software access and operation in the event of any unforeseen outage, disaster or other event that may interrupt service at the primary location. Failover to the redundant ASP Environment is a manual process and service will be activated by ESi immediately upon notification of malfunction, unavailability or failure of primary ASP Environment.

(f) ESi shall notify Licensee in writing, via electronic mail or facsimile, of any planned service outages, i.e. for the purpose of performing Software updates or testing, or other inability to perform the services outlined in this Agreement.

(g) ESi shall schedule, perform and maintain a duplicate ("backup") record of Licensee's data. ESi shall perform hourly SQL transaction log backup to disk, daily full backup to tape, and weekly full backup of data to a central data library. Data backups are limited to SQL database server files (i.e. those files having a .mdf or .ldf file extension). Data backups shall be retained on-site for one week and off-site for three additional weeks.

(h) ESi shall provide Licensee with technical environmental support services. Such support services shall be available 24 hours per day, 7 days per week. Technical support services shall include assistance with problems related to ASP Environment, operating system and related software licensed by ESi on behalf of Licensee, data access, Hosted System access or similar problems. Technical support may be accessed by Licensee by calling the Technical Support Help Desk at (877) 771-0911 or paging the on-call technician at (888) 243-7204. International customers access Customer Support by calling (706) 823-0911 or paging the on-call technician at (803) 240-0016.

(i) ESi shall make routine software support available to Licensee by telephone, electronic mail and, when required, remote session support, Monday through Friday, during the regular business hours of 0830 to 1700 Eastern Standard Time (excluding holidays). Routine software support includes assistance with the use and configuration of the software; assistance with identification and resolution of errors or defects assistance with application and use of new releases; general support for Board Builder and boards built by client, ESi or an ESi-certified technician; and access to WebEOC best practices, community-use status boards, "help" resources and other content made available through www.webeoc.com, a "customer only" web forum. Software support may be accessed by Customer by calling the Technical Support Help Desk at (877) 771-0911 or by electronic mail at support@esi911.com. International customers access Customer Support by calling (706) 823-0911.

(j) ESi shall use its best efforts to correct any and all verified, reproducible errors that materially affect the operation and performance of the Software. Licensee shall notify ESi of

such errors in writing, via post, facsimile or electronic mail, and such written notice shall include a description of each claimed error and a statement of the conditions under which the claimed error occurred. ESi shall use the information provided by Licensee to verify the claimed error and once such error is verified, ESi shall work to correct the error or, if ESi determines that such error cannot be corrected within the current release version of the Software, to develop a "work around" for that error. In the event that an error is resolved through implementation of a "work around," ESi will use best efforts to correct or eliminate the error in the next release of the Software.

(k) Services to be provided by ESi under this Agreement do not include assistance with third party products; training; installation of plug-ins, boards or modules; API support; or board building; or maintenance, repair or correction of errors, defects or other operational or performance defects caused by Software configuration, modification, enhancement or programming provided by any party other than ESi or an ESi-certified technician. Any professional services described in this Section 2(k), or services required to repair or correct the errors and defects described in this Section 2(k), shall be provided on a fee-for-services basis at rates consistent with the Schedule price list in effect at the time services are rendered.

(l) Licensee may request performance of additional services by ESi. Such services shall be invoiced separately by ESi at prices consistent with the Schedule Price List.

3. Licensee Obligations

(a) The Licensee shall maintain, at Licensee's expense, a secure high speed internet connection through which to access its hosted Software.

(b) The Licensee shall appoint a designated point of contact and two alternate points of contact for its interactions with ESi. Licensee shall provide ESi with the name, job title, physical address, telephone number, facsimile number and electronic mail address for each of the contact persons. Licensee shall keep such contact information up-to-date and promptly notify ESi, in writing via electronic mail, of any changes.

(c) The Licensee shall use reasonable security precautions in connection with the use of services provided under this Agreement.

(d) The Licensee is responsible for any and all use and access to the Hosted System and Hosting Services by its employees, agents, contractors and permitted users of the Software and Hosting Services.

(e) The Licensee shall make best efforts to notify ESi in writing, via electronic mail or facsimile, of any planned non-emergency use of its Software, such as the occurrence of training sessions, drills and exercises, to aid ESi with the planning of any scheduled outages.

(f) The Licensee shall promptly notify ESi Customer Support of any identified Hosting Services outage that impairs Customer access to its Software so that ESi may manually activate the redundant ASP Environment and immediately commence work to restore service to the primary ASP Environment.

4. Service Level Assurances; Service Warranty

(a) All support calls received from Licensee shall be logged and tracked in the ESi customer support system as a "Customer Support Ticket." Each Customer Support Ticket shall include an initial assessment of the Severity Level of the request for support:

| *Severity Level* | *Definition* |
|---|---|
| ASP 1 | Hosting Services are not accessible to Licensee via a public internet connection. |
| ASP 2 | Hosting Services are accessible, but performance is reduced or impaired. |
| Software, Severity 1 | Any and all errors which, individually or collectively with other errors, prevent Licensee or permitted users of Licensee from performing useful work or are deemed by Licensee or any of its permitted users to be fatal to the operation of the Software. |
| Software, Severity 2 | Any and all errors which, individually or collectively with other errors, disable major functions of the Software from being performed and are deemed by Licensee or any of its permitted users to have a severe impact on the operation of the Software. |
| Software, Severity 3 | Any and all errors which, individually or collectively with other errors, disable only certain non-essential functions of the Software and are deemed by Licensee or any of its users to have degraded operation of the Software. |
| Software, Severity 4 | All other errors not appropriately classified as Severity 1, Severity 2 or Severity 3 and are deemed by Licensee or its permitted user as having a limited impact on the operation of the Software. |

(b) ESi shall make all commercially reasonable efforts to resolve Customer Support Tickets in accordance with the following schedule:

| | Acknowledgement of Customer Support Ticket | Resolution |
|---|---|---|
| ASP1 | Within 30 minutes | Failover to redundant ASP environment and/or correction of error as soon as possible. |
| ASP2 | Within 2 hours | Failover to redundant ASP environment and/or correction of error as soon possible. |
| Software, Severity 1 | Within 1 hour | Delivery by ESi of a patch, |

| | | |
|---|---|---|
| | | workaround or temporary fix and revised documentation to Licensee within 1 business day;and<br><br>Delivery by ESi of the object code fix or other permanent fix and revised documentation to Licensee within 10 business days. |
| Software, Severity 2 | Within 4 hours | Delivery by ESi of a patch, workaround or temporary fix and revised documentation to Licensee within 3 business days; and<br><br>Delivery by ESi of the object code fix or other permanent fix and revised documentation to Licensee within 20 business days. |
| Software, Severity 3 | Within 1 business day | Delivery by ESi of a patch, workaround or temporary fix and revised documentation to Licensee within 10 business days; and<br><br>Delivery by ESi of the object code fix or other permanent fix and revised documentation to Licensee within 45 business days. |
| Software, Severity 4 | Within 5 business days | Delivery by ESi of a patch, workaround or temporary fix and revised documentation to Licensee within 30 business days; and<br><br>Delivery by ESi of the object code fix or other permanent fix and revised documentation to Licensee as appropriate. |

(c) ESi represents and warrants that service availability of the ASP Environment will meet a "high availability" measure of 99.9 % system "up time," excluding scheduled outages.

(d) ESi shall only be responsible for performance of components of the Hosted System and Services under its control. ESi shall not be responsible for performance deficiencies caused by processes, hardware and software beyond its control including, but not limited to, information transmission delays due to excessive internet traffic, internet outages, or failure of Licensee to perform its obligations under this Agreement.

(e) The warranties set forth in this Section shall be void if any breach of this warranty or failure of the hosting environment or Software is caused by unauthorized use, improper use or modification to Software made by Licensee or its authorized users.

5. Limitations on Use of Services

(a) Access to the Hosted System may not be rented, leased, sold, sub-leased, assigned or otherwise transferred for value by Licensee to any third party.

(b) Hosted System and Hosting Services are provided to support the Software which is an information management tool. Hosting Services are not guaranteed to be fault-tolerant or to provide fail-safe performance. Hosting Services are not appropriate for use in ultra-hazardous environments where failure of the Hosted System or ASP Environment may lead to bodily injury, death or destruction of property.

(c) Installation of software applications in ASP Environment is limited to software licensed to Licensee by ESi and software supplied by ESi either as a component of the Hosted System or to support delivery of Hosting Services.

(d) The Licensee shall not conduct any load testing, performance testing or any other test of the Hosted System which may degrade performance or limit or adversely impact availability of the ASP Environment for other customers.

6. Information Security and Business Continuity

(a) ESi shall perform all services hereunder consistent with its ASP Information Security Program ("Security Program"). Such Security Program shall set forth, at a minimum, ESi policies and procedures with respect to data classification and management, data and system back-ups, account and password management, physical security and access, network configuration and access, change management, media management and destruction, security training and awareness, and continuity of ASP Environment operations.

(b) Any sub-contractors used to deliver, or support delivery of the Hosting Services shall maintain an information security and business continuity program which is supportive of the Security Program.

(c) A copy of the Security Program is available, upon request and after execution of the ESi Non-Disclosure Agreement.

(d) Hosting Services are provided in a shared environment. Customization of information security, data management and/or business continuity practices to meet Licensee-specific needs is not supported.

## TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51) AND ANCILLARY SERVICES (SPECIAL ITEM NUMBER 132-100)

*******NOTE: All non-professional labor categories must be incidental to, and used solely to support professional services, and cannot be purchased separately.***

**1. SCOPE**

a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Professional Services within the scope of this Information Technology Schedule.

b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

**2. PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)**

a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.

b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.

c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

**3. ORDER**

a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.

b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

**4. PERFORMANCE OF SERVICES**

a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.

b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.

c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.

d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on

the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

**5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)**

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

**6. INSPECTION OF SERVICES**

In accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009) (DEVIATION I - FEB 2007) for Firm-Fixed Price orders and FAR 52.212-4 CONTRACT TERMS AND CONDITIONS □COMMERCIAL ITEMS (MAR 2009) (ALTERNATE I □□OCT 2008) (DEVIATION I – FEB 2007) applies to Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

**7. RESPONSIBILITIES OF THE CONTRACTOR**

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Dec 2007) Rights in Data – General, may apply.

**8. RESPONSIBILITIES OF THE ORDERING ACTIVITY**

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT Professional Services.

**9. INDEPENDENT CONTRACTOR**

All IT Professional Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

**10. ORGANIZATIONAL CONFLICTS OF INTEREST**

a. Definitions.

"Contractor" means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

"Contractor and its affiliates" and "Contractor or its affiliates" refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An "Organizational conflict of interest" exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor's or its affiliates' objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

**11. INVOICES**

The Contractor, upon completion of the work ordered, shall submit invoices for IT Professional Services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

**12. PAYMENTS**

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract

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**13. RESUMES**

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

**14. INCIDENTAL SUPPORT COSTS**

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

**15. APPROVAL OF SUBCONTRACTS**

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

**16. DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING**

Please refer to the labor category descriptions and pricing incorporated into this GSA Pricelist.

**17. EQUIVALENCY**

PRIME SOURCE TECHNOLOGIES, LLC has established standards for experience and education equivalents, where appropriate, in the Labor Categories under this Schedule. As specified by the applicable Labor Category description, the following equivalents apply:

| **Degree Specified** | **Experience Substitution for Degree** |
|---|---|
| Associate s degree | No degree and two years additional related experience |
| Bachelor s degree | Associate's degree and two years additional related experience |
| Master s degree | Bachelor's degree and one year additional related experience |
| Experience Specified | Education Substitution for Experience |
| For each year of experience | Equivalent of nine (9) months of study in an accredited degree program (Associates, Bachelors, Masters, or Doctorate) |

## LABOR CATEGORY DESCRIPTIONS – SIN 132-51

**Commercial Job Title:** **Program Manager**

**Minimum/General Experience:** Ten (10) years of technical experience in all phases of program management for complex computer systems and/or computer facilities operation. Requires knowledge of available hardware, related system software, system integration techniques, network management, and project management practices. Demonstrates ability to work independently based on the strategic plan or under general direction. Must be able to effectively employ contemporary project management tools.

**Functional Responsibility:** The Program Manager provides business, technical and personnel management to subordinate groups of technical and administrative personnel across multiple disciplines such as engineering, application program and systems development. The Program Manager is responsible for the overall, day-to-day management of a specific task order or group of task orders affecting the same or related/interdependent systems. The Program Manager conceives, plans, and executes a wide variety of projects requiring exploration of subject areas, definition of problems, and development of cost-effective approaches for resolution. The Program Manager schedules and assigns work to subordinates and subcontractors and monitors progress and resolves discrepancies to ensure compliance with work/quality standards and contract/task order requirements. The Program Manager ensures that the technical solutions and schedules in the task order(s) are implemented within estimated timeframes and budget constraints. The Program Manager reports orally and in writing to contractor management and government representatives. The Program Manager may serve as the Contractor's authorized interface with the Government Contracting Officer, the Contracting Officer's Representative/Technical Representative (COR/COTR), government management personnel, and agency representatives and is authorized to negotiate and make decisions binding on the Contractor.

**Minimum Education:** Bachelor's degree in Computer Science, Information Systems, Engineering, Math, Business or other related scientific or technical discipline.

**Commercial Job Title:** **Senior Project Manager**

**Minimum/General Experience:** Six (6) years of technical experience managing system integration, design, development, testing, implementation, integration, operations and/or program management of complex computer systems and/or computer facilities operation. Requires competence in all phases of program management for complex computer systems. Requires knowledge of available hardware, related system software, system integration techniques, network management, and project management practices. Demonstrates ability to work independently based on the strategic plan or under general direction. Must be able to effectively employ contemporary project management tools.

**Functional Responsibility:** The Senior Project Manager provides business, technical and personnel management to subordinate groups of technical and administrative personnel across multiple disciplines such as engineering, application program and systems development. The Senior Project Manager is responsible for the overall, day-to-day management of a specific task order or group of task orders affecting the same or related/interdependent systems. The Senior Project Manager schedules and assigns work to subordinates and subcontractors and monitors progress and resolves discrepancies to ensure compliance with work/quality standards and contract/task order requirements. The Senior Project Manager ensures that the technical solutions and schedules in the task order(s) are implemented within estimated timeframes and budget constraints. The Senior Project Manager reports orally and in writing to the Program Manager, contractor management, and government representatives. In the absence of the

Program Manager, the Senior Project Manager may serve as the Contractor's authorized interface with the Government Contracting Officer, the Contracting Officer's Representative/Technical Representative (COR/COTR), government management personnel, and agency representatives and is authorized to negotiate and make decisions binding on the Contractor.

**Minimum Education:** Bachelor's degree in Computer Science, Information Systems, Engineering, Math, Business or other related scientific or technical discipline.

**Commercial Job Title: Project Manager**

Minimum/General Experience: Four (4) years of technical experience of increasing responsibilities in task and project management of Information Technology projects. Requires knowledge of available hardware, related system software, system integration techniques, network management, and project management practices. Demonstrates ability to work independently based on the strategic plan or under general direction. Must be able to effectively employ contemporary project management tools.

**Functional Responsibility:** The Project Manager develops project goals, strategies, and work plans, develops and approves project estimates, and commits customer resources to ensure accomplishment of project objectives. The Project Manager leads project teams of multi-disciplinary skills or with skills focused in a specific technical area and provides direction across broad areas of responsibility. The Project Manager schedules and assigns work to subordinates and subcontractors and monitors progress and resolves discrepancies to ensure compliance with work/quality standards and contract/task order requirements. The Project Manager operates with wide latitude for un-reviewed actions or decisions, is assigned to complex tasks involving multiple disciplines, tasks involving competing or changing priorities and resource demands, or tasks that are highly sensitive to the customer. The Project Manager ensures that the technical solutions and schedules in the task order(s) are implemented within estimated timeframes and budget constraints. The Project Manager reports orally and in writing to the Program Manager, Senior Project Manager contractor management, and government representatives. In the absence of the Program Manager or Senior Project Manager, the Project Manager may serve as the Contractor's authorized interface with the Government Contracting Officer, the Contracting Officer's Representative/Technical Representative (COR/COTR), government management personnel, and agency representatives and may be authorized to negotiate and make decisions binding on the Contractor.

**Minimum Education:** Bachelor's degree in Computer Science, Information Systems, Engineering, Math, Business or other related scientific or technical discipline.

**Commercial Job Title: Task Manager**

**Minimum/General Experience:** Two (2) years of technical experience in task management of Information Technology projects. Requires knowledge of available hardware, related system software, system integration techniques, network management, and project management practices. Demonstrates ability to work independently or under general direction. Must be able to effectively employ contemporary project management tools.

**Functional Responsibility:** The Task Manager serves as the technical lead and first-line supervisor for a team of professionals or specialists for accomplishment of a specific task, group of tasks, or small project. The Task Manager schedules and assigns work to subordinates, ensures assigned personnel fully understand their functions, monitors progress and resolves discrepancies to ensure compliance with work/quality standards and contract/task order requirements, and prepares or provides input to management reports. The Task Manager

normally reports orally and in writing to a Project Manager contractor management, and government representatives. In the absence of the Project Manager, the Task Manager may serve as the Contractor's authorized interface the Contracting Officer's Representative/Technical Representative (COR/COTR), government management personnel, and agency representatives.

**Minimum Education:** Bachelor's degree in Computer Science, Information Systems, Engineering, Math, Business or other related scientific or technical discipline.

**Commercial Job Title:** **Senior Network Engineer**

**Minimum/General Experience:** Six (6) years of technical experience of increasing responsibilities in multiple aspects of telecommunications network architecture for private and commercially available applications. Possess subject matter expertise in network integration, network interoperability, network implementation, or network protocols. Demonstrates ability to work independently based on the strategic plan or under general direction. Must be able to effectively employ contemporary project management tools.

**Functional Responsibility:** The Senior Network Engineer serves as the senior technical expert on complex and challenging information technology projects. The Senior Network Engineer performs engineering and/or analytical tasks and activities associated with network design, engineering, implementation, operations, and user support. The Senior Network Engineer translates system functional requirements into purposeful component level simulations in support of development lab activities, organizes objectives and approaches of systems design, development, integration and test approach within project teams, and participates in the system requirements analysis, design, development, integration, and test activities. The Senior Network Engineer may be assigned as team leader on complex tasks that require significant interaction of various technical disciplines or may work alone or as part of a team, with responsibility for analysis of problems requiring high levels of technical and engineering expertise. The Senior Network Engineer ensures that the network complies with prescribed industry, customer, or agency standards. The Senior Network Engineer evaluates problems of work-flow, organization, and planning, and develops appropriate corrective actions and prepares and performs presentations at technical interchange meetings and project design reviews. The Senior Network Engineer reports orally and in writing to the Program Manager, Project Manager, contractor management, and government representatives. In the absence of the Program Manager or Project Manager, the Senior Network Engineer may serve as the Contractor's authorized interface with the Contracting Officer's Representative/Technical Representative (COR/COTR), government management personnel, and agency representatives.

**Minimum Education:** Bachelor's degree in Computer Science, Information Systems, Engineering, Math, Business or other related scientific or technical discipline.

**Commercial Job Title:** **Network Engineer**

**Minimum/General Experience:** Three (3) years of technical experience in multiple aspects of telecommunications network architecture for private and commercially available applications. Possess subject matter expertise in network integration, network interoperability, network implementation, or network protocols. Demonstrates ability to work independently or under general direction.

**Functional Responsibility:** The Network Engineer performs engineering and/or analytical tasks and activities associated with network design, engineering, implementation, operations, and user support. The Network Engineer translates system functional requirements into purposeful component level simulations in support of development lab activities, organizes objectives and approaches of systems design, development, integration and test approach within project teams,

and participates in the system requirements analysis, design, development, integration, and test activities. The Network Engineer may work alone or as part of a team, with responsibility for analysis of problems requiring technical and engineering expertise. The Network Engineer ensures that the network complies with prescribed industry, customer, or agency standards. The Network Engineer evaluates problems of work-flow, organization, and planning, and develops appropriate corrective actions and prepares and performs presentations at technical interchange meetings and project design reviews. The Network Engineer reports orally and in writing to the Program Manager, Project Manager, Task Manager, contractor management, and government representatives.

**Minimum Education:** Bachelor's degree in Computer Science, Information Systems, Engineering, Math, Business or other related scientific or technical discipline.

**Commercial Job Title:** **Junior Network Engineer**

**Minimum/General Experience:** One (1) year of technical experience in multiple aspects of telecommunications network architecture for private and commercially available applications. Possess expertise in network integration, network interoperability, network implementation, or network protocols. Demonstrates ability to work independently or under general direction.

**Functional Responsibility:** The Junior Network Engineer performs engineering and/or analytical tasks and activities associated with network design, engineering, implementation, operations, and user support. The Junior Network Engineer organizes objectives and approaches of systems design, development, integration and test approach within project teams, and participates in the system requirements analysis, design, development, integration, and test activities. The Junior Network Engineer serves as a team member with responsibility for analysis of problems requiring technical and engineering expertise. The Junior Network Engineer ensures that the network complies with prescribed industry, customer, or agency standards. The Junior Network Engineer prepares and performs presentations at technical interchange meetings and project design reviews. The Junior Network Engineer reports orally and in writing to the Program Manager, Project Manager, Task Manager, and government representatives.

**Minimum Education:** Bachelor's degree in Computer Science, Information Systems, Engineering, Math, Business or other related scientific or technical discipline.

**Commercial Job Title:** **Principal Software Engineer**

**Minimum/General Experience:** Ten (10) years of technical and strategic experience of increasing responsibility providing software engineering, planning, design, analysis, and developing complex software models and applications across multiple hardware and software platforms. Demonstrates ability to work independently based on the strategic plan or under general direction. Must be able to effectively employ contemporary project management tools and serves as team consultant.

**Functional Responsibility:** The Senior Software Engineer serves as the principal technical expert on complex and challenging information technology projects. The Principal Software Engineer may be assigned as team leader on tasks of various technical disciplines or may work alone or as part of a team of Software Engineers, with responsibility for design and development of computer software applications and/or database systems, evaluation of computer hardware and software, planning for communications and information requirements, system test, and system security. The Principal Software Engineer provides consulting during early planning and conceptual stages of large, complex projects. The Principal Software Engineer may participate in any phase of major projects from problem definition through problem resolution, and from feasibility analysis through project implementation. The Principal Software Engineer frequently

supports several tasks concurrently and evaluates problems of work-flow, organization, and planning, and develops appropriate corrective actions and prepares and performs presentations at technical interchange meetings and project design reviews. The Principal Engineer reports orally and in writing to the Program Manager, Project Manager, contractor management, and government representatives. In the absence of the Program Manager or Project Manager, the Principal Software Engineer may serve as the Contractor's authorized interface with the Contracting Officer's Representative/Technical Representative (COR/COTR), government management personnel, and agency representatives.

**Minimum Education:** Masters or Bachelor's degree in Computer Science, Information Systems, Engineering, Math, Business or other related scientific or technical discipline.

**Commercial Job Title:** **Senior Software Engineer**

**Minimum/General Experience:** Six (6) years of technical experience of increasing responsibility providing software engineering, analysis, and developing complex software models and applications across multiple hardware and software platforms. Demonstrates ability to work independently based on the strategic plan or under general direction. Must be able to effectively employ contemporary project management tools.

**Functional Responsibility:** The Senior Software Engineer serves as the senior technical expert on complex and challenging information technology projects. The Senior Software Engineer may be assigned as team leader on tasks of various technical disciplines or may work alone or as part of a team of Software Engineers, with responsibility for design and development of computer software applications and/or database systems, evaluation of computer hardware and software, planning for communications and information requirements, system test, and system security. The Senior Software Engineer provides leadership during early planning and conceptual stages of large, complex projects. The Senior Software Engineer may participate in any phase of major projects from problem definition through problem resolution, and from feasibility analysis through project implementation. The Senior Software Engineer frequently supports several tasks concurrently and evaluates problems of work-flow, organization, and planning, and develops appropriate corrective actions and prepares and performs presentations at technical interchange meetings and project design reviews. The Senior Engineer reports orally and in writing to the Program Manager, Project Manager, contractor management, and government representatives. In the absence of the Program Manager or Project Manager, the Senior Software Engineer may serve as the Contractor's authorized interface with the Contracting Officer's Representative/Technical Representative (COR/COTR), government management personnel, and agency representatives.

**Minimum Education:** Bachelor's degree in Computer Science, Information Systems, Engineering, Math, Business or other related scientific or technical discipline.

**Commercial Job Title:** **Software Engineer**

**Minimum/General Experience:** Three (3) years of technical experience providing software development, database system development, software programming and applications management across multiple software platforms. Demonstrates ability to work independently based on the strategic plan, or under general direction.

**Functional Responsibility:** The Software Engineer designs and develops computer software applications and/or database systems, participates in large systems and subsystem planning, ensures adherence to product build schedules, release schedules, and project strategies, oversees testing and debugging components and modules, leads the development of technical documentation and often leads interdisciplinary teams with responsibility for project performance.

The Software Engineer may evaluate problems of workflow, organization, and planning, develop appropriate corrective actions and prepares and performs presentations at technical interchange meetings and project design reviews. The Software Engineer reports orally and in writing to the Program Manager, Project Manager, contractor management, and government representatives.

**Minimum Education:** Bachelor's degree in Computer Science, Information Systems, Engineering, Math, Business or other related scientific or technical discipline.

**Commercial Job Title: Junior Software Engineer**

**Minimum/General Experience:** One (1) year of technical experience in software development across multiple software or hardware platforms. Demonstrates ability to work independently or under general direction.

**Functional Responsibility:** The Junior Software Engineer serves as a team member for designing and developing computer software applications and/or database systems, tests and debugs components and modules, participates in system and subsystem planning, adheres to product build schedules, release schedules, and project strategies, and develops technical documentation. The Junior Software Engineer reports orally and in writing to the Program Manager, Project Manager, Task Manager, contractor management, and government representatives.

**Minimum Education:** Bachelor's degree in Computer Science, Information Systems, Engineering, Math, Business or other related scientific or technical discipline.

**Commercial Job Title: Senior Database Administrator**

**Minimum/General Experience:** Six (6) years of increasing responsibility in database engineering/analyzing, database development, management, and database programming. Demonstrates knowledgeable of current database management concepts, optimizing techniques, relational models, and structured query languages. Demonstrates ability to work independently based on the strategic plan or under general direction. Must be able to effectively employ contemporary project management tools.

**Functional Responsibility:** The Senior Database Administrator serves as the senior technical expert on complex and challenging database projects. The Senior Database Administrator may be assigned as team leader on tasks of various technical disciplines or may work alone or as part of a team of Database Administrators.
The Senior Database Administrator is responsible for the design, implementation, operation, and maintenance of database programs and applications, evaluates and recommends available database management system products after matching requirements with system capabilities, determines file organization, indexing methods and security procedures for specific applications, controls the design and use of databases, controls the global view of databases, controls the access to the databases, assures the safekeeping of the databases (from accidental or intentional damage or loss), and monitors the use of databases. The Senior Database Administrator provides leadership during early planning and conceptual stages of large, complex projects. The Senior Database Administrator may participate in any phase of major projects from problem definition through problem resolution, and from feasibility analysis through project implementation. The Senior Database Administrator frequently supports several tasks concurrently and evaluates problems of workflow, organization, and planning, and develops appropriate corrective actions and prepares and performs presentations at technical interchange meetings and project design reviews. The Senior Database Administrator reports orally and in writing to the Program Manager, Project Manager, contractor management, and government representatives. In the absence of the Program Manager or Project Manager, the Senior

Database Administrator may serve as the Contractor's authorized interface with the Contracting Officer's Representative/Technical Representative (COR/COTR), government management personnel, and agency representatives.

**Minimum Education:** Bachelor's degree in Computer Science, Information Systems, Engineering, Math, Business or other related scientific or technical discipline.

**Commercial Job Title:** **Database Administrator**

**Minimum/General Experience:** Three (3) years of technical experience in database system development, database integration, and database management across multiple database platforms. Knowledgeable of current database management concepts, optimizing techniques, relational models, and structured query languages. Demonstrates ability to work independently based on the strategic plan or under general direction.

**Functional Responsibility:** The Database Administrator provides database management, integration of database applications, designs and develops database systems, participates in large systems and subsystem planning, ensures adherence to product build schedules, release schedules, and project strategies, oversees testing and debugging components and modules, leads the development of technical documentation and often leads interdisciplinary teams with responsibility for project performance. The Database Administrator solves problems of workflow, organization, and planning, develops appropriate corrective actions and prepares and performs presentations at technical interchange meetings and project design reviews. The Database Administrator reports orally and in writing to the Program Manager, Project Manager, Task Manager, contractor management, and government representatives.

**Minimum Education:** Bachelor's degree in Computer Science, Information Systems, Engineering, Math, Business or other related scientific or technical discipline.

**Commercial Job Title:** **Junior Database Administrator**

**Minimum/General Experience:** One (1) year experience in the development or administration of medium- to small- scale database systems with the ability to design software solutions to satisfy design objectives and knowledgeable of current database management concepts, optimizing techniques, relational models, and structured query languages. Demonstrates ability to work independently or under general direction.

**Functional Responsibility:** The Junior Database Administrator serves as a team member for designing and developing database systems, tests and debugs components and modules, participates in system and subsystem planning, adheres to product build schedules, release schedules, and project strategies, and develops technical documentation. The Junior Database Administrator reports orally and in writing to the Program Manager, Project Manager, Task Manager, contractor management, and government representatives.

**Minimum Education:** Bachelor's degree in Computer Science, Information Systems, Engineering, Math, Business or other related scientific or technical discipline.

**Commercial Job Title:** **Senior Quality Assurance Analyst**

**Minimum/General Experience:** Three (3) years of increasing responsibility providing technical and administrative direction for a team of Software Engineers in applying quality control/quality assurance management procedures, including implementing a program of reporting, tracking and analyzing key metrics, reviewing work products, adherence to the design concept and user

standards, monitoring quality procedures and participating in software reviews and testing, and reviewing program documentation to ensure compliance with government standards/requirements. Demonstrates ability to work independently based on the strategic plan or under general direction. Must be able to effectively employ contemporary project management tools.

**Functional Responsibility:** The Senior Quality Assurance Analyst serves as the senior technical expert on quality control/quality assurance for complex and challenging IT projects. The Senior Quality Assurance Analyst may be assigned as team leader on tasks of various technical disciplines or may work alone or as part of a team of Database Administrators, Software Engineers, and Quality Assurance Specialists.
The Senior Quality Assurance Analyst is responsible for independently developing and implementing a complex program of reporting, tracking, and analyzing key performance-based system metrics, monitoring quality procedures, evaluating system quality and efficiency, and evaluate, recommend, and use software engineering processes and methodologies. The Senior Quality Assurance Analyst interprets and applies Government regulations, manuals, and standards relating to quality assurance, determines resources required for quality control, develops and presents software and system quality assurance plans, and maintains the level of quality throughout the software and system life cycle. The Senior Quality Assurance Analyst frequently supports several tasks concurrently and evaluates problems of workflow, organization, and planning, and develops appropriate corrective actions and prepares and performs presentations at technical interchange meetings and project design reviews. The Senior Quality Assurance Analyst reports orally and in writing to the Program Manager, Project Manager, contractor management, and government representatives.

**Minimum Education:** Bachelor's degree in Computer Science, Information Systems, Engineering, Math, Business or other related scientific or technical discipline.

**Commercial Job Title: Quality Assurance Tester**

**Minimum/General Experience:** One (1) year of technical experience applying software test and quality control/quality assurance management procedures, tracking and analyzing key metrics, monitoring quality procedures and participating in software reviews and testing. Demonstrates ability to work independently or under general direction.

**Functional Responsibility:** The Quality Assurance Tester serves as a team member providing software testing and quality control/quality assurance procedures and processes for software development projects. The Quality Assurance Tester evaluates, recommends, and implements automated test tools and strategies, develops, maintains, and upgrades automated test scripts and architectures for application products, writes, implements, and reports status for system test cases for testing, and analyzes test cases and provides regular progress reports. The Quality Assurance Tester reports orally and in writing to the Program Manager, Project Manager, contractor management, and government representatives.

**Minimum Education:** Bachelor's degree in Computer Science, Information Systems, Engineering, Math, Business or other related scientific or technical discipline.

**Commercial Job Title: Senior Business/System Analyst**

**Minimum/General Experience:** Six (6) years of increasing responsibility in systems design, engineering and business systems analysis. Knowledgeable in defining systems scope and objectives based on both user needs and a good understanding of applicable business systems and industry requirements. Demonstrates ability to work independently based on the strategic

plan or under general direction. Must be able to effectively employ contemporary project management tools.

**Functional Responsibility:** The Senior Business/System Analyst serves as the senior technical expert on complex and challenging IT system projects. The Senior Business/System Analyst may be assigned as team leader on tasks of various technical disciplines or may work alone or as part of a team of Business/System Analysts. The Senior Business/System Analyst provides technical expertise or specialty engineering for the entire system-engineering life cycle. The Senior Business/System Analyst performs analysis of business and user needs, documentation of requirements, and provides a translation into proper system requirement specifications. The Senior Business/System Analyst evaluates and recommends appropriate applications and methodologies that can be acquired to provide interoperable, portable, and scaleable information technology solutions to include an analysis and validation of reusable software/hardware components for integration into interoperable information management designs, devises or modifies procedures to solve complex problems considering computer equipment capacity and limitations, operating time, and form of desired results, and applies accepted industry standards analysis, specification, development, integration and acquisition of system for information technology management. The Senior Business/System Analyst reports orally and in writing to the Program Manager, Project Manager, contractor management, and government representatives. In the absence of the Program Manager or Project Manager, the Senior Business/System Analyst may serve as the Contractor's authorized interface with the Contracting Officer's Representative/Technical Representative (COR/COTR), government management personnel, and agency representatives.

**Minimum Education:** Bachelor's degree in Computer Science, Information Systems, Engineering, Math, Business or other related scientific or technical discipline.

**Commercial Job Title:** **Business/System Analyst**

**Minimum/General Experience:** Three (3) years of technical experience in systems design, engineering and business systems analysis. Demonstrates ability to work independently based on the strategic plan or under general direction.

**Functional Responsibility:** The Business/System Analyst performs analysis of business and user needs, documentation of requirements, and provides a translation into proper system requirement specifications. The Business/System Analyst evaluates and recommends appropriate applications and methodologies that can be acquired to provide interoperable, portable, and scaleable information technology solutions to include an analysis and validation of reusable software/hardware components for integration into interoperable information management designs, and applies accepted industry standards analysis, specification, development, integration and acquisition of system for information technology management. The Business/System Analyst reports orally and in writing to the Program Manager, Project Manager, contractor management, and government representatives.

**Minimum Education:** Bachelor's degree in Computer Science, Information Systems, Engineering, Math, Business or other related scientific or technical discipline.

**Commercial Job Title:** **Junior Business/System Analyst**

**Minimum/General Experience:** One (1) year of technical experience in systems design, engineering and business systems analysis. Demonstrates ability to work independently based or under general direction.

**Functional Responsibility:** The Junior Business/System Analyst works as a team member to perform analysis of business and user needs, document requirements, and assist in preparing system requirement specifications. The Junior Business/System Analyst researches appropriate applications and methodologies that can be acquired to provide interoperable, portable, and scaleable information technology solutions to include reusable software/hardware components that may be integrated into interoperable information management designs, and applies accepted industry standards analysis, specification, development, integration and acquisition of system for information technology management. The Junior Business/System Analyst reports orally and in writing to the Program Manager, Project Manager, and government representatives.

**Minimum Education:** Bachelor's degree in Computer Science, Information Systems, Engineering, Math, Business or other related scientific or technical discipline.

**Commercial Job Title: Telecommunication Specialist**

**Minimum/General Experience:** One (1) year technical experience with telecommunications in network systems installation and system maintenance. Demonstrates ability to work independently based or under general direction.

**Functional Responsibility:** The Telecommunication Specialists serves as a team member to assist in providing installation and operational support of voice and data communications hardware and software systems and participates in design, development, implementation, test, debugging, and maintaining communications systems.

**Minimum Education:** Bachelor's degree in Computer Science, Information Systems, Engineering, Math, Business or other related scientific or technical discipline.

**Commercial Job Title: Senior Information Security Engineer**

**Minimum/General Experience:** Six (6) years of increasing responsibility and specialized experience in defining computer security requirements for high level applications, evaluation of approved security product capabilities, and developing solutions to multilevel security problems. Demonstrates ability to work independently based on the strategic plan or under general direction. Must be able to effectively employ contemporary project management tools.

**Functional Responsibility:** The Senior Information Security Engineer serves as the senior technical expert on complex and challenging IT system projects. The Senior Information Security Engineer may be assigned as team leader on tasks of various technical disciplines or may work alone or as part of a team of Information Security Engineers. The Senior Information Security Engineer provides highly technical expertise in multilevel security. The Senior Information Security Engineer gathers and organizes technical information about an organization's mission goals and needs, existing security products, and ongoing programs in the multilevel security arena. The Senior Information Security Engineer designs, develops, engineers, and implements solutions to multilevel security requirements and is responsible for the implementation and development of multilevel security. The Senior Information Security Engineer reports orally and in writing to the Program Manager, Project Manager, contractor management, and government representatives. In the absence of the Program Manager or Project Manager, the Senior Information Security Engineer may serve as the Contractor's authorized interface with the Contracting Officer's Representative/Technical Representative (COR/COTR), government management personnel, and agency representatives.

**Minimum Education:** Bachelor's degree in Computer Science, Information Systems, Engineering, Math, Business or other related scientific or technical discipline.

**Commercial Job Title:** **Information Security Engineer**

**Minimum/General Experience:** Three (3) years of technical experience in defining computer security requirements for high level applications, evaluation of approved security product capabilities, and developing solutions to multilevel security problems. Demonstrates ability to work independently based on the strategic plan or under general direction.

**Functional Responsibility:** The Information Security Engineer provides technical expertise in multilevel security. The Information Security Engineer gathers and organizes technical information about an organization's mission goals and needs, existing security products, and ongoing programs in the multilevel security arena. The Information Security Engineer designs, develops, engineers, and implements solutions to multilevel security requirements and is responsible for the implementation and development of multilevel security. The Information Security Engineer reports orally and in writing to the Program Manager, Project Manager, contractor management, and government representatives.

**Minimum Education:** Bachelor's degree in Computer Science, Information Systems, Engineering, Math, Business or other related scientific or technical discipline.

**Commercial Job Title:** **Technical Writer**

**Minimum/General Experience:** Three (3) years of technical experience in collecting and organizing information required for preparation of user's manuals, training materials, installation guides, proposals, repots, and other systems/applications documentations. Demonstrates ability to work independently or under general direction.

**Functional Responsibility:** The Technical Writer develops, writes, and edits functional descriptions, system specifications, user's manuals, special reports, or any other deliverables and documents. The Technical Writer observes production, developmental, and experimental activities to determine operating procedure and detail, interviews production and engineering personnel, reads journals, reports, and other material to become familiar with product technologies and production methods, reviews manufacturer's and trade catalogs, drawings and other data relative to operation, maintenance, and service of equipment, and studies blueprints, sketches, drawings, parts lists, specifications, mockups, and product samples to integrate and delineate technology, operating procedure, and production sequence and detail. The Technical Writer organizes material and completes writing assignment according to set standards regarding order, clarity, conciseness, style, and terminology and recommends revisions or changes in scope, format, content, and methods of reproduction and binding. The Technical Writer maintains records and files of work and revisions, selects photographs, drawings, sketches, diagrams, and charts to illustrate material, edits, standardizes, or changes material prepared by other writers or technical personnel. The Technical Writer reports orally and in writing to the Program Manager, Project Manager, contractor management, and government representatives.

**Minimum Education:** Bachelor's degree in Computer Science, Information Systems, Engineering, Math, Business, English or other related scientific or technical discipline.

**Commercial Job Title:** **Technical Trainer**

**Minimum/General Experience:** Three (3) years of technical training experience in developing, revising, and delivering training courses. Requires competence in preparing instructor materials and student materials. Requires competence in training personnel in formal classroom courses, workshops, and seminars. Demonstrates ability to work independently or under general direction.

**Functional Responsibility:** The Technical Trainer organizes, prepares, and conducts user training of information systems or processes to increase user competence and minimize user problems. The Technical Trainer designs and develops training programs, maintains records of training activities, trainee progress, and training effectiveness, develops, maintains, and enhances training curriculum, operates training facilities and equipment, and provides additional classes for special needs or additional support. The Technical Trainer may be responsible for reviewing or developing new documentation, quick reference guides, training manuals, lesson plans, and other training materials and may be responsible for preparing and conducting scheduled informational user meetings to provide input into the training process. The Technical Trainer reports orally and in writing to the Program Manager, Project Manager, contractor management, and government representatives.

**Minimum Education:** Bachelor's degree in Computer Science, Information Systems, Engineering, Math, Business or other related scientific or technical discipline.

**Commercial Job Title:** **Senior Subject Matter Expert**

**Minimum/General Experience:** Six (6) years of functional and technical implementation experience or required specialized training in specific a subject matter. Requires competence in leading all phases of analysis, specification definition, and application development as it relates to the specific subject matter. Demonstrates ability to work independently or under general direction. Demonstrates ability to work independently based on the strategic plan or under general direction. Must be able to effectively employ contemporary project management tools.

**Functional Responsibility:** The Senior Subject Matter Expert provides lead subject matter expertise to support IT projects, guides analysis sessions to define system interfaces and user requirements, guides the design or modification of system specifications and applications, coordinates tasks of identifying and mapping conversion of data, troubleshoots problems, and assists and advises project team members. The Senior Subject Matter Expert may design training materials, conduct user training, and perform prototype demonstrations. The Senior Subject Matter Expert areas of expertise may be outside of the normal requirements for information technologies, but whose expertise may be required for the functions needed for a specific project.

**Minimum Education:** Bachelor’s degree in computer science, information systems, engineering, math, business or other related scientific or technical discipline.

**Commercial Job Title:** **Subject Matter Expert**

**Minimum/General Experience:** Four (4) years of functional and technical implementation experience or required specialized training in specific a subject matter. Assists in analysis, specification definition, and application development as it relates to the specific subject matter. Demonstrates ability to work independently or under general direction. Demonstrates ability to supervise projects. Demonstrates ability to work independently or under general direction.

**Functional Responsibility:** The Subject Matter Expert provides subject matter expertise in support of IT projects, assists in analysis sessions to define system interfaces and user requirements, assists in designing or modifying system specifications and applications, coordinates tasks of identifying and mapping conversion of data, troubleshoots problems, and assists and advises project team members. The Subject Matter Expert may design training materials, conduct user training, and perform prototype demonstrations. The Subject Matter Expert areas of expertise may be outside of the normal requirements for information technologies, but whose expertise may be required for the functions needed for a specific project.

**Minimum Education:** Bachelor’s degree in computer science, information systems, engineering, math, business or other related scientific or technical discipline.

**Commercial Job Title:** **IT Subject Matter Specialist**

***Minimum General Experience:*** Ten (10) years of experience, or equivalent combination of education and experience, providing technical solutions and direction to activities of programs and organizations. Must be knowledgeable of the principles of exercising independent judgment, as well as have a high level of analytical skill in solving complex and unusual technical issues.

***Functional Responsibility:*** Provides extremely high-level subject matter proficiency for work described in the task. Provides advanced technical knowledge and analysis of highly specialized applications and operational environment, high-level functional systems analysis, design, integration, documentation, training, and implementation advice on complex problems that require doctorate level knowledge of the subject matter for effective implementation.

***Minimum Education:*** Master's Degree, or a combination of a Bachelor's Degree and/or equivalent training/practical experience**.**

**Commercial Job Title:** **Software Architect**

**Minimum/General Experience:** Ten (10) years of experience, or equivalent combination of education and experience, providing technical solutions and direction to activities of programs and organizations. Must be knowledgeable of the principles of exercising independent judgment, as well as have a high level of analytical skill in solving complex and unusual technical issues.

**Functional Responsibility:** Works independently designing and developing new software products or major enhancements to existing software. May lead a large development team in the design of highly complex software systems. Acts as highest-level technical expert, addressing problems of systems integration, compatibility, and multiple platforms. Responsible for project completion. Performs feasibility analysis on potential future projects to management.

**Minimum Education:** Master's Degree, or a combination of a Bachelor's Degree and/or equivalent training/practical experience.

## LABOR CATEGORY DESCRIPTIONS – SIN 132-100

**Commercial Job Title: Help Desk Manager**

**Minimum/General Experience:** Four (4) years of technical experience of increasing responsibilities providing task management of help desk operations and providing supervision of and direction to help desk technicians. Requires competence in serving as the first point of contact for troubleshooting hardware/software problems. Demonstrates ability to work independently or under general direction.

**Functional Responsibility:** The Help Desk Manager serves as the technical lead and first-line supervisor for a team of Help Desk Technicians who are responsible for telephone, online, and in-person support to users in the areas of e-mail, directories, standard desktop applications, and customized applications network, and connectivity. The Help Desk Manager may work alone or as part of a team serving as the initial point of contact for troubleshooting problems for computer hardware, software, printers, network, and connectivity. The Help Desk Manager reviews help desk records to identify problem areas and may provide recommendations for hardware and software changes to solve observed problems. The Help Desk Manager reports orally and in writing to the Program Manager, Project Manager, Task Manager, and government representatives.

**Minimum Education:** High School Diploma.

**Commercial Job Title: Help Desk Technician**

**Minimum/General Experience:** Two (2) years of technical experience providing phone and in-person support to users in the areas of e-mail, directories, standard Windows desktop applications, and applications developed under contract. Requires competence in serving as the initial point of contact for troubleshooting hardware/software PC and printer problems. Demonstrates ability to work independently or under general direction.

Functional Responsibility: The Help Desk Technician may serve as the technical lead for a team of Help Desk Technicians who are responsible for telephone, online, and in-person support to users in the areas of e-mail, directories, standard desktop applications, customized applications, network, and connectivity. The Help Desk Technician may work alone or as part of a team serving as the initial point of contact for troubleshooting problems for computer hardware, software, printers, network, and connectivity and maintains help desk records of all problem calls. The Help Desk Technician reports orally and in writing to the Program Manager, Project Manager, Task Manager, Help Desk Manager and may report to government representatives.

**Minimum Education:** High School Diploma.

**Commercial Job Title: Junior Help Desk Technician**

**Minimum/General Experience:** One (1) year of technical experience providing phone and in-person support to users in the areas of e-mail, directories, standard Windows desktop applications, and applications developed under contract. Requires competence in serving as the initial point of contact for troubleshooting hardware/software PC and printer problems. Demonstrates ability to work independently or under general direction.

Functional Responsibility: The Junior Help Desk Technician serves as a team member as the initial point of contact for troubleshooting problems for computer hardware, software, printers,

network, and connectivity and maintains help desk records of all problem calls. The Help Desk Technician reports orally and in writing to the Program Manager, Project Manager, Task Manager, Help Desk Manager and may report to government representatives.

**Minimum Education:** High School Diploma.

**Commercial Job Title:** **Administrative Support Specialist**

**Minimum/General Experience:** One (1) year of experience in providing general office/secretarial support. Proficient using the Microsoft Office suite and strong written and verbal communication and organizational skills. Demonstrates ability to work independently or under general direction.

**Functional Responsibility:** The Administrative Support Specialist provides general office/secretarial project support such as creating and producing a variety of written materials such as forms, manuals, reports, and other documents; ordering standard office supplies; collating and assembling documents; photocopying/faxing correspondence and reports; attends meetings and takes/distributes minutes; and makes travel arrangements.

**Minimum Education:** High School Diploma.

## LABOR RATES - SIN 132-51 INFORMATION TECHNOLOGY

| Labor Category | | |
|---|---|---|
| | On Site | Off Site |
| Program Manager | $159.94 | $183.93 |
| Sr. Project Manager | $142.85 | $164.29 |
| Project Manager | $126.37 | $145.32 |
| Task Manager | $76.92 | $88.46 |
| Sr. Network Engineer | $131.86 | $151.65 |
| Network Engineer | $93.40 | $107.40 |
| Jr. Network Engineer | $60.44 | $69.50 |
| Principal Software Engineer | $131.86 | $151.65 |
| Senior Software Engineer | $100.86 | $115.99 |
| Software Engineer | $87.90 | $101.09 |
| Jr. Software Engineer | $54.95 | $63.18 |
| Sr. Database Administrator | $109.88 | $126.37 |
| Database Administrator | $93.40 | $107.40 |
| Jr. Database Administrator | $60.44 | $69.50 |
| Sr. Quality Assurance Analyst | $76.92 | $88.46 |
| Quality Assurance Tester | $71.42 | $82.13 |
| Sr. Business/System Analyst | $104.39 | $120.06 |
| Business/System Analyst | $89.54 | $102.97 |
| Jr. Business/System Analyst | $60.44 | $69.50 |
| Telecommunication Specialist | $54.95 | $63.18 |
| Sr. Information Security Engineer | $140.61 | $161.70 |
| Information Security Engineer | $104.39 | $120.06 |
| Technical Writer** | $65.93 | $75.82 |
| Technical Trainer** | $71.42 | $82.13 |
| Sr. Subject Matter Expert | $146.86 | $168.89 |
| Subject Matter Expert | $132.36 | $152.21 |
| IT Subject Matter Specialist | $194.22 | $223.35 |
| Software Architect | $194.98 | $224.22 |

## LABOR RATES - SIN 132-100 ANCILLARY SERVICES (Subject to Cooperative Purchasing)

| Labor Category | | |
|---|---|---|
| | On Site | Off Site |
| Help Desk Manager | $60.44 | $69.50 |
| Help Desk Technician** | $54.95 | $63.18 |

| | | |
|---|---|---|
| Jr. Help Desk Technician** | $43.96 | $50.54 |
| Administrative Support** | $38.46 | $44.23 |

| SCA Matrix | | |
|---|---|---|
| **SCA Eligible Contract Labor Category** | **SCA Equivalent Code - Title** | **WD Number** |
| Technical Writer | 30463 Technical Writer III | 2015-4281, R 1 |
| Technical Trainer | 15090 Technical Instructor | 2015-4281, R 1 |
| Help Desk Technician | 14042 Computer Operator II | 2015-4281, R 1 |
| Jr. Help Desk Technician | 14041 Computer Operator I | 2015-4281, R 1 |
| Administrative Support | 01311 Secretary I | 2015-4281, R 1 |

**Service Contract Act:** The Service Contract Act (SCA) is applicable to this contract and it includes SCA applicable labor categories. The prices for the indicated (**) SCA labor categories are based on the U.S. Department of Labor Wage Determination Number(s) identified in the SCA matrix. The prices offered are based on the preponderance of where work is performed and should the contractor perform in an area with lower SCA rates, resulting in lower wages being paid, the task order prices will be discounted accordingly.

# Purchase Order
# COUNTY OF HIDALGO

PO# 752212

DATE: 10/27/16



PO TYPE:

VENDOR: 420468 REQ: 00308250

PHONE: (202)628-3339

Fax: (888)648-8648 EMAIL: pyap@primesource.com

PRIME SOURCE TECHNOLOGIES, LLC
1825 K STREET NW, SUITE 670
WASHINGTON DC 20006

SHIP TO: COUNTY JUDGE
100 E. CANO STREET
2ND FLOOR
EDINBURG TX 78539

CONTACT: M. HINOJOSA (956)318-2615

SITE: COUNTY JUDGE

CONTRACT NO: GS-35F-0480T EXP 6/14/17

SPECIAL INSTRUCTIONS:

**VENDOR NOTES**

1. Do not add to, or alter this Purchase Order. This Order is not renewable.
2. TAX EXEMPTION: This Purchase Order may be accepted in lieu of Exemption Certificate.
3. This Order is also placed F.O.B. Destination. Vendor must repay all shipping costs.
4. Invoice each Purchase Order singly. Original invoices are required customer copy may be accepted. Out number must appear on all invoices, bills of lading, and packages.
5. Payment will be made only for bona fide and full completed orders, unless otherwise attached.

| QTY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | DO NOT DUPLICATE ORDER | | |
| | | GS-35F-0480T EXP 6/14/17 | | |
| 1.00 | EACH | CO MGF PART # SS-CIMS7-PRS<br>WebEOC PROFESSIONAL V7 SOFTWARE SUPPORT, STANDARD 11/1/16-10/31/17 (RENEWAL) | 8,795.48 | 8,795.48 |
| 1.00 | EACH | CO MFG PART # SS-CIMS7-ADL<br>WebEOC REDUNDANT SERVER SOFTWARE SUPPORT SS-DR-UP 11/1/16-10/31/17 (RENEWAL) | 781.82 | 781.82 |
| | | TOTAL: | | 9,577.30 |
| | | ********** For Hidalgo County use only | | |
| | | 6-1100-429-00-110-075-0-336 9,577.30 | | |

Authorized by: Martha L Salazar

**AI-60009** **Purchasing Department** **11. E.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted For:** Marty Salazar, PURCHASING DEPT.

**Submitted By:** Yvette Salinas, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

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## Information

**CAPTION**

Requesting authority to advertise and approval of procurement packet (i.e., specifications, legal notice etc.) as attached hereto for Custodial Services for Any Hidalgo County Owned Buildings Commencing with New Administration Building in Edinburg, TX including re-advertising the project when/if necessary or required.

**BACKGROUND**

Proposed Timeline:
1st ad: Saturday, June 17, 2017
2nd ad: Saturday, June 24, 2017
Bid Opening Date: Wednesday, July 05, 2017

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## Fiscal Impact

**CALENDAR YEAR:** **ACCT. #:** 7-1100-419-40-220-050-0-423

**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

po# 754521

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## Attachments

2017-061 draft
legal approval

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing - Internal | Marty Salazar | 06/08/2017 04:59 PM |
| Budget & Management | Veronica Ortiz | 06/08/2017 05:00 PM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |
| Form Started By: Yvette Salinas | | Started On: 05/25/2017 11:57 AM |

Final Approval Date: 06/09/2017

# HIDALGO COUNTY PURCHASING OFFICE
# 2812 S. Business Highway 281
# Administration Building
# Edinburg, Texas 78539
# (956) 318-2626/ Fax: (956) 292-7612

## TABLE OF CONTENTS
## REQUEST FOR BIDS (RFB)
## HIDALGO COUNTY
## "Custodial Services for Hidalgo County Owned Buildings Commencing with New Administration Building in Edinburg, TX"
## RFB NO: 2017-061-07-05-YSS


| ITEM | DESCRIPTION | NO. OF PAGES |
|---|---|---|
| **1.** | Request For Bid Letter | 1 |
| **2.** | Request for Bid, **Legal Notice** | 8 |
| **3.** | Exhibit A, Specifications | 10 |
| **4.** | Exhibit A-1 Attendee Confirmation for Pre-Bid Meeting | 1 |
| **5.** | Exhibit B, Bid Page | 1 |
| **6.** | Exhibit C, Insurance Requirements | 4 |
| **7.** | Exhibit D, (CIQ) Conflict of Interest Questionnaire | 2 |
| **8.** | Exhibit E, Vendor/Bidder Application and W-9 form(s) | 6 |
| **9.** | Exhibit F, Certification Regarding Debarment | 1 |
| **10.** | Exhibit G, Title VI Appendices "A" through "E" | 5 |
| **11.** | Draft Agreement | 9 |
| **12.** | RFB Submittal Checklist | 1 |
| **13.** | Additional Exhibits: A-2 New Administration Building Floor Plan<br>A-3 Custodial Checklist<br>A-4 Supply Log<br>A-5 Custodial Discrepancy Report<br>Exhibit A-6 References<br>2017 Holidays | 1<br>4<br>1<br>1<br>1<br>1 |


The above mentioned items shall be found in this Request for Bids-Goods/Products-RFB packet that is attached herewith. Should you find that any of the listed items are not attached in its entirety, please contact Purchasing by calling (956) 318-2626 or e-mail, to advise us of the missing documentation, and Purchasing will forward information either through facsimile, e-mail or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

Date

Revised 09/13/16

# HIDALGO COUNTY PURCHASING OFFICE
## 2812 S. Business Highway 281
## New Administration Building
## Edinburg, Texas 78539
## (956) 318-2626 / Fax: (956) 292-7612


DRAFT

June 19, 2017

_____

_____

_____

_____

Re: **HIDALGO COUNTY**
Request for Bids -**"Custodial Services for Hidalgo County Owned Buildings Commencing with New Administration Building in Edinburg, TX"**
**Bid No: 2017-061-07-05-YSS**

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration, **as packets have been modified.**

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/yss
Enclosures

# REQUEST FOR BIDS

## HIDALGO COUNTY
## (All funding sources, programs and entities)

## "Custodial Services for Hidalgo County Owned Buildings Commencing with New Administration Building in Edinburg, TX"

## BID OPENING DATE:
## July 05, 2017

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Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY-"Custodial Services for Hidalgo County Owned Buildings Commencing with New Administration Building in Edinburg, TX"** in accordance with the specifications attached as **Exhibit "A"** hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **One (1) original and Three (3) copies** of all bids are required with the bidders name and return address clearly typed and or/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID NO.: 2017-061-07-05-YSS "HIDALGO COUNTY-"Custodial Services for Hidalgo County Owned Buildings Commencing with New Administration Building in Edinburg, TX"** and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, Administration Building, Edinburg, Texas, **on or before 9:30 A.M, WEDNESDAY, JULY 05, 2017. NO FACSIMILES, EMAILS OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "HIDALGO COUNTY"-RFB NO.: 2017-061-07-05-YSS "Custodial Services for Hidalgo County Owned Buildings Commencing with New Administration Building in Edinburg, TX".** Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bids considered the best and most advantageous to Hidalgo County.

   Additionally, all forms listed below must be properly executed and included with your bid:

   1. Legal Notice (See page 8);
   2. Bid Page – Procurement Form – Areas of Specialization (See **Exhibit "B"**);
   3. Insurance pages with Acknowledgment Forms (See **Exhibit "C"**);
   4. Form CIQ-Conflict of Interest Questionnaire (See **Exhibit "D"**) (if applicable);
   5. Vendor Bidder Application & W-9 forms (See **Exhibit "E"**);
   6. Certification Regarding Debarment (See **Exhibit "F"**); and
   7. SAMS.gov Registration Acknowledgement (See Number 18 below).

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so; D. award the contract to the responsible bidder who submits the lowest and best bid. "Lowest and best" means a bid or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties, and customer service after a sale.

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or

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to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all Bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

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- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - HIDALGO COUNTY-RFB NO.: 2017-071-07-05-YSS **"Custodial Services for Hidalgo County Owned Buildings Commencing with New Administration Building in Edinburg, TX"**
  Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  e) Contract number must be indicated on all invoices

- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
2808 S. Business Hwy 281
Edinburg, TX 78539
(956) 318-2511

17. SCHEDULE OF EVENTS

| | |
|---|---|
| Bid Opening, 9:30 A.M. | JULY 05, 2017 |
| Award of Contract | _____, 2017 |
| Commence Work or Deliver Products | _____, 2017 |

18. BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76. Register at SAMs System for Award Management @ www.sam.gov.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

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19. TITLE VI NOTICE/ NONDISCRIMATION

a. "The County of Hidalgo, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.252, 42 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

b. The appropriate clauses of Appendices "A" through "E" as delineated in the USDOT Standard Title VI/Nondiscrimination Assurances - Specific Assurances are hereby incorporated by reference as applicable. Title VI Appendices "A" through "E" are attached as **Exhibit "G.**

c. Bidder will attach all applicable notices to which it is obligated to provide or submit as part of the bid, including Form FHWA 1273 to be submitted by all contractors and subcontractors in relation to construction contracts.

20. ETHICAL STANDARDS:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

NOTICE:
ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

21. DISCLOSURE OF CONFLICT OF INTEREST

. Effective January 1, 2016, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit E, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of

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property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas
Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

**Completed Form CIQ must be submitted to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539 - Hidalgo County Courthouse.**

**COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.**

22. CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)

As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFB packet. In accordance with these requirements, business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the RFB Project No. (2016-000), as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to: yvette.salinas@co.hidalgo.tx.us. Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit Form 1295 signed and notarized may result in delay of award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

**https://www.ethics.state.tx.us/tec/1295-Info.htm**

THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS FROM THE DATE THE HIDALGO COUNTY COMMISSIONER'S COURT APPROVES THIS AGREEMENT TO SUBMIT THE SIGNED NOTARIZED FORM 1295. *HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.*

23. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the County.

24. Bids, and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

25. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

26. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's

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civil service system.

27. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

28. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the specifications.

29. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

30. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

31. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

32. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

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# LEGAL NOTICE

Bid
for
**HIDALGO COUNTY**
**"Custodial Services for Hidalgo County Owned Buildings Commencing with New Administration Building in Edinburg, TX"**
**BID NO.: 2017-061-07-05-YSS**

To: Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

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## BACKGROUND:

Hidalgo County is soliciting sealed bids for an annual contract for custodial services for the New Administration Building located at: 2802 S. Business Hwy 281 Edinburg, Texas 78539.

The ultimate responsibility of the Contractor is to maintain the facility in a uniformly clean, hygienic, orderly and attractive manner, which will reflect favorably upon the building, staff and the general public. It is the sole responsibility of the Contractor to familiarize themselves with the size of the building.

## SCOPE OF WORK:

Vendors must specialize in the cleaning of large commercial office buildings with the accountability and objective of always maintaining a clean and sanitized environment. The Building is approximately 49,852 square feet of VCT (Vinyl Composite Tile) flooring and contains the customary and common areas of buildings, such as, entrance ways, 3 large lobby areas, 19 restrooms, 138-office spaces, 33 work areas/conference rooms & 26 technology/copy/storage rooms halls, corridors, break areas, storage areas, and closets etc. (see attached for floor plan, Exhibit A-2) The services requested herein will be performed after 5:00 pm - (Monday through Friday). Excluding County observed Holidays (see attached Exhibit A-6).

### I. POINT OF CONTACT

Once contract has been awarded, the Point of Contact will be Mr. Daniel Flores, Hidalgo County Facilities Maintenance Manager and/or designee Robert Castaneda.

### II. REQUIREMENTS

The bidder must have five (5) years experience in cleaning large commercial office buildings.

The Contractor must provide three (3) references from current clients/contracts of equal or similar size, to include the following information: (attached Exhibit A-1)

1. Name, address, phone number and contact person.
2. Length of service provided.
3. Term of contract.
4. Name of facility and service provided.
5. Size and type of facility (square footage).

The Contractor shall furnish all adequate staff; a minimum of four (4) employees, to accommodate the size of the building, labor, materials, supplies, supervision, and equipment necessary to perform the set duties as stated herein; but not limited too. The Contractor shall provide an On-site Lead crew member to oversee all work performed to the County's standards and who will represent the Contractor in all matters concerning this contract.

The Contractor will provide the On-site Crew leader with a Task checklist (see Hidalgo County Task Checklist-Exhibit "A-3"), of all tasks to be performed. The janitorial employees and Crew leader shall verify the tasks have been completed and will sign and date the check list.

The Contractor shall complete criminal background checks for each employee assigned to service this contract. Results shall be made available to the County upon request and retained on file by the Contractor in accordance with privacy laws.

Failure to verify the building size shall not relieve the Contractor of the responsibility to provide all services required to the standards included in these specifications.

"Restricted" areas and/or offices will be off limits, unless authorized Hidalgo County personnel allow entry.

The Contractor shall meet all applicable Local, State and Federal Safety rules and regulations.

No cleaning supplies will be stored in the facility that is deemed to be hazardous to the health of the staff, general public and/or cause damage to the facilitiy.

**III. CONTRACTOR'S DOOR ACCESS AND RESPONSIBILITY**

a) Building access control is a critical component to the security at the New Administrative Building. The Contractor is required to take any and all steps to safeguard the building access components.
b) Once the contract is awarded , ten (10) days prior to commencing services, the successful bidder will provide the Facilities Manager and/or the designee, a list with the names of the individuals that will be performing custodial services in the building and require door access. The Facilities Manager or his designee will coordinate the initial issuance and/or replacement of all required door/badge access points.
c) The Custodial personnel list will be kept updated and reflect any changes to contractual personnel. Any personnel changes should be immediately reported to the Facilites Manager or his designee.
d) The Contractor shall establish and implement methods of ensuring that all keys/badges issued to the contractor by the County are not lost, misplace or used by unauthorized personnel.
e) All Contractors' personnel may not hold doors open or unlock doors for unauthorized persons.
f) Access cards may not be duplicated. Unauthorized duplications shall be cause to consider the Contractor in default, subject to termination.
g) Building access cards are not to be shared between crew members.
h) Any lost or stolen cards/keys must be reported to the Facilities Manager or designated representative immediately. Hidalgo County reserves the right to request and recoup the fee from the Contractor for the replacement of lost or stolen access keys/cards.
i) The Contractor shall reimburse the County for the total cost, as determined by the County of re-keying the door, facility or duplicating additional keys or badges.
j) The Contractor's personnel will report any/all issues of maintenance that require immediate repair such as the following: Examples include: ***requires immediate reporting**
    - Light bulbs out
    - Frayed/snagged carpets
    - Floor stains that are not removable
    - Wall surfaces beyond practical cleaning attempts
    - Leaking faucets; overflowing sinks*
    - Clogged drains/toilets; overflowing toilets*
    - Other water leaks – report immediately*
    - Broken interior door hardware; exterior door hardware preventing the building from being secured*
    - Possible security related incidents*
    - Potential safety hazards*
    - Broken window hardware or glass*
    - Damage to walls, floors or furniture etc.

k) Prior to assuming ownership of contract responsibilities the Contractor will furnish the Facilities Manager, with current emergency number(s) where the Contractor can be reached during normal business hours.

l) The Contractor shall provide the On-site Lead crew member & employess with the task checklist of all services to be done. They shall verify all tasks have been completed, sign and date the form, and place it in the designated area at the end of the each work day. (Exhibit A-3)

m) The Contractor shall make themselves available at the request of the Facilities Manager, or his designee, via email, between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday for the purpose of obtaining instructions or becoming informed about deficiencies in the janitorial work, or any other reason they should wish to confer with the Contractor. Additionally, if necessary, the Contractor shall schedule to meet quarterly with the Facilities Manager and/or his designee to review performance to-date on the contract.

## IV. CONTRACTOR'S PERSONNEL

A. Contractor personnel shall be fully trained and skilled in safe and proper custodial or housekeeping techniques. The Contractor, ten (10) days prior to the start of the contract, shall furnish to the Facilities Manager a roster of all employees assigned for duty under the contract. This roster must be kept current throughout the term of the contract and updated within three (3) days of any change in this listing. The roster must include the employee's full name, current address and date of birth.

B. Identification badges (ID) shall be furnished by the Contractor with company's name and logo, employee's picture, and personnel name and shall be worn at all times while at facility.

C. The Contractor shall be responsible for the conduct of all of its employees and be liable for any action or inaction of its employees while performing under this contract. Any Contractor employee that is reported by Hidalgo County to have or is observed distracting or harassing employees, staff members or the general public in the building; the Contractor will take immediate disciplinary action with the permanent removal of that employee from County premises.

## V. CONDUCT OF CONTRACTOR'S EMPLOYEES

A. Employees of the Contractor, while performing work under this contract must conduct themselves in a professional matter at all times and not utilize any County owned property i.e. equipment, telephones, copiers etc.

1. Remove any county or personal property, equipment, money, forms or any other items from the building.
2. Be under the influence of alcohol or drugs.
3. Turn on or off, or use any equipment other than the Contractor's equipment.
4. Use of county telephones other than business related. The Contractor shall reimburse county for any costs for misuse of telephones.
5. Open any desk, file cabinet or storage cabinet.
6. Remove any articles from desks.
7. Sleep on the job.
8. Have visitors, bring children to work or bring any unauthorized individuals into the facility at any time.
9. Take photographs inside the building or of its contents.
10. Remove any documents, records, form or paper of any kind which is not either in trash cans or clearly marked as trash.
11. Remove items from trash for personal use

12. Engage in any activity that is not in the best interest of the county or is otherwise detrimental to the performance of this contract.

B. Employees of the Contractor, while performing work under this contract, will notify and turn in any article(s) found in the facility to the Facilities Manager and/or designee and place item(s) in designated area for safe keeping in the supply room.

## VI. SUPPLIES FURNISHED BY HIDALGO COUNTY

**A.** Supplies will be stored in a locked janitorial closet(s) by Hidalgo County personnel. Records of usage will be maintained by the Contractor and they shall report supply needs to the Facilities Manager or his designee on the Cleaning Supply Log listed as Exhibit 4.

**B.** The Contractor will be held accountable for the inventory control of all supplies provide by Hidalgo County.

**C.** Hidalgo County will provide the following supplies which the contractor will replenish in each area, as needed.

- Hand soap
- Toilet paper
- Paper towels

## VII. SUPPLIES FURNISHED BY THE CONTRACTOR

A. A complete and descriptive list of materials and supplies to be used for these services shall be submitted to Hidalgo County upon award of the contract. This list shall be kept updated should any materials or products be changes. Hidalgo County reserves the right to prohibit the use of any product should it be deemed to be in the best interest of the County. The Contractor shall maintain an adequate inventory to ensure that there are sufficient supplies at all times.Materials Safety Data Sheets (MSDS) shall be posted conspicuously wherever cleaning supplies are stored on property. Two copies of all MSDS shall be submitted to Hidalgo County upon award of contract.

B. The Contractor **must** own or acquire, prior to the start date of the Contract, all necessary commercially rated equipment for the proper performance of the Contract. Said equipment **must** be at the facility and be fully operational upon the start of the Contract.

C. A list of all Contractor's equipment and supplies shall be given to the Facilities Manager or his designee. List to be updated as necessary.

**D. Secured Storage spaces will be provided** throughout the building to secure vendor equipment and supplies. Hidalgo County will not be responsible for lost, damaged, missing supplies and/or equipment. All materials, products and equipment must be properly labled with the Contractor's Company name etc.

## VIII. CLEANING ACTIVITY SPECIFICATIONS

The facility must be cleaned as detailed in these specifications. The Facility Manager or his designee, shall determine with written deficiencies, whether the tasks have been performed in accordance with the standards set forth in these specifications. The Contractor will be provided with a written notice as intent to correct the matter within a 24 hour period.

A. **DAILY TASKS**

**1. Restrooms**

**The restrooms shall be maintained spotlessly clean and odor free condition at the beginning of each workday**. *Once weekly, water will be poured into drain openings.

Wash all mirrors, sinks and bright work with a non-abrasive cleanser and leave with a streak free finish. Wash urinals, toilet seats and commodes using disinfectant. Commodes and urinals should be thoroughly cleaned inside, outside, behind and underneath (care should be given to flush hole, under rim of bowls and passage trap). Bowl cleaner shall be used at least once a day. Replenish hand soap, paper towels, toilet tissue or any other items that are requested by Hidalgo County. Clean and sanitize all counter tops. Walls and partitions are to be free of handprints and dust. Wet mop floor, using disinfectant cleaner and water. Special emphasis will be on stains. All waste bins shall be emptied, damp wiped and sanitized as necessary. Waste Basket liners shall be replaced.

**2. Flooring-Common Areas and Entrances**

All VCT flooring in common areas shall be swept; dust mopped and damp mopped daily. Thorough sweeping and dust mopping will be done prior to damp mopping. Dust mopping will be done with a chemically treated mop to remove all dirt, litter, dust and debris (including along walls, in corners and behind doors). All flooring areas under chairs and other furnishings, which are easily movable, will be cleaned as well. All items moved in common areas shall be returned to their original and proper position. The floors including the corners and edges shall be free of spots, streaks and smears. Where difficult spots are encountered, a notation should be left with the Facilities Manager or designee. Clean all mop splatters from all vertical surfaces. Remove all mats and clean underneath. All waste bins shall be emptied, damp wiped and santitized as necessary. Waste basket liners shall be replaced. Turn off all lights after cleaning this area.

**3. Flooring – Non- Common Areas and Offices**

All VCT flooring in non-common areas shall be swept and dust mopped daily. Thorough sweeping and dust mopping will be done with a chemically treated mop to remove all dirt, litter, dust and debris (including along walls, in corners and behind doors). Flooring areas under chairs and other furnishings, which are easily movable, will be cleaned as well. All items moved in non-common areas shall be returned to their original and proper position. The floors including the corners and edges shall be free of spots, streaks and smears. Spot damp moping on non common areas will be done daily to remove stains and spots. In addition, damp mopping will be done twice weekly (i.e. Tuesdays & Fridays). Emphasis will be on flooring areas under desk, tables and chairs. Where difficult spots are encountered, a notation should be left with the Facilities Manager or designee. Clean all mop splatters from all vertical surfaces. Remove all mats and clean underneath. All waste bins shall be emptied, damp wiped and santitized as necessary. Waste basket liners shall be replaced. Turn off all lights after cleaning this area.

**4. Tax Office Area**

Trash located in work-station areas will be collected on a daily basis, tagged and dated with a 24 hour holding period. After the 24 hour period, trash will be disposed of. The Facilities Manager or designee will provide further instructions and indicate the designated holding area.

**5. Doors, Switches, Counters and Walls**

Handprints and spots will be removed from doors, door plates, handles, kick plates, metal fixtures, light switches and counters daily. This includes, but not limited to counters in break rooms, conference rooms, offices, break rooms, hallways, lobby entrances and common areas. Walls and woodwork will also be spot cleaned as needed. Special emphasis will be placed on all walk up counters.

**6. Building Entrance / Lobby Doors**

All building entrance doors will be cleaned with appropriate window cleaner and left in a streak free condition at all times. Building entrance and lobby walls will be wiped down and cleaned and kept free from finger marks, smudges, spots and stains. Where difficult spots are encountered, notation should be left with the Facilities Manager or designee.

**7. Drinking Fountain**

All drinking fountains and stainless steel components shall be completely cleaned and wiped off daily with germicidal disinfectant and shall be left free of fingerprints, watermarks, and left in a streak-free condition.

**8. Lobby and Common Area Furniture**

Wipe down and polish furniture in conference rooms, Waiting areas and/or lobbies to include but not limited to tables, chairs, bookshelves and/or countertops. Special emphasis will be placed on all walk up counters.

B. **WEEKLY TASKS**

1. **Full Dusting**

All horizontal and vertical areas under 72 inches high must be dusted, such as furniture, office equipment, interior windowpanes, window sills, blinds, bookshelves, partitian tops etc. with an open space shall be dusted weekly with a treated cloth or static duster. This shall include all horizontal and vertical surfaces within easy reach and visibly require dusting. Desks, tables, and other office equipment/furniture not cleared of paper, work materials, and personal items such as photos and trinkets will only be dusted where exposed. Contractor is not responsible for moving these items due to the sensitivity, security, and/or fragility of the personal items, materials or organization of documentation. Emphasis will be the exposed flat surface.

2. **Walls**

All interior walls are to be inspected weekly for spots, stains, smudges and cobwebs. All spots, stains, smudges and cobwebs should be removed. Where difficult spots, stains or smudges are encountered, a notation should be left with the Facilities Manager or designee. All stains will be removed as soon as possible.

3**. Glass Cleaning**

Offices and rooms with glass on doors, walls or partitions up to 72 inches and exterior doors and entrances up to 72 inches are to be cleaned weekly and left in a streak free condition and be free of dirt, Fingerprints, smudges and smears. Emphasis will be placed on exterior glass door entrances, common lobby's and high traffic areas.

4. **Furniture and Counters**

Wipe down and polish furniture in lobbies, waiting areas, conference rooms and offices to include but not limited to, tables, chairs, bookshelves and/or countertops. Emphasis will be on exposed flat surfaces.

**C. MONTHLY TASKS**

1. **Light Fixtures**

Internal light fixtures will be dusted monthly, as needed, with a static duster.

2. **Wastebaskets/Trash bins**

All waste baskets and receptacles shall be scrubbed clean and sanitized monthly. Damp wiped and sanitized as necessary.

3. **Exterior Glass Windows**

All exterior glass windows up to 84 inches are to be cleaned monthly and left in a streak free condition and are free of dirt, fingerprints, smudges and smears. Emphasis will be placed on North side exterior glass.

4. **High Dusting and Cleaning**

Air conditioning grills, window blinds, pipes, ledges, ceilings, moldings, etc., will be dusted monthly or cleaned if necessary, to remove smudges, fingerprints and ink/pencil markings.

**D. AS NEEDED SERVICES/TASKS-Hidalgo County has the option to have four offices throughly cleaned per night.**

1. The Facilities Manager or designee will coordinate with Contractor the need to schedule as needed cleaning services in cases where individual offices are vacated, rearranged or department heads request a thorough cleaning. Such requests should be submitted with at least 3 days advance notice to the Contractor so as to properly plan and allocate resources. For such events, desks, tables, and other office furniture will be cleared of paper, work materials, and personal items such as photos and trinkets. Spots, stains, smudges, cobwebs, ink and pencil markings should be removed from flooring, walls and all exposed surfaces. Furniture should be wiped down and polished.

2. Should an emergency condition requiring immediate attention exist (such as flooding of a particular section of the building), the Contractor shall divert his/her force or whatever part thereof as necessary from their normal assigned duties to meet the condition. When these employees are no longer required for the special work, they shall be directed to return to their normal duties and the Contractor shall not be penalized because the normal daily work, which otherwise would have been performed during the interval, has been neglected.

**DAMAGE/LOSS OF PROPERTY**

Contractor shall be responsible for loss or damage caused by his or her employees. The Contractor shall be responsible to guarantee repairs when his/her employees were obviously negligent in the performance of their work as outlined herein. Contractor shall make reasonable and prompt restitution, by cash, replacement or repairs, subject to Hidalgo County's approval, for any damage for which the Contractor is liable.

## IX. QUARTERLY MEETINGS

If necessary, the Contractor shall meet quarterly with the Facilities Manager and/or his designee to plan, schedule and coordinate future work and review performance to-date.

## X. COMPLETION OF WORK

A. The Facilities Manager and/or his designee shall visually inspect all areas covered by the Contract to ensure satisfactory completion of the work. If the job performance of the Contractor does not satisfactorily meet the stated cleaning specifications, the Contractor shall be required to correct the problem at no additional cost to Hidalgo County. The Contractor must respond on the next work day to all requests for work, questions about performance, or other communication relevant to the services being provided by the Contractor.

B. Work completed shall be considered not to have been performed when anyone of the following conditions exists:

1. The prescribed work tasks in an area were not performed within the period of time ordinarily and normally required to do the work
2. The specified equipment, tools, and materials were not used, or were not in good operating condition at the time of the performance of the work.
3. The work is of such quality, in the opinion of the Facilities Manager or Designee, as to require it to be re-done.

C. For tasks that have been found to be unsatisfactory. A Custodial Discrepancy Notification shall be completed by the Facilities Manager/Designee and placed in the Lead **crew member's drop box.** Contractor or Lead crew member shall respond in one (1) – five (5) days, to the Custodial Discrepancy Notification. When work has been corrected and completed. Discrepancy must be left in the **drop box of the Facility Manager/ Designee** at the end of the work day. (see attached as Exhibit A-5)

**TERMS AND CONDITIONS:**

A. The term of the contract will be for a one (1) year initial period. At its sole discretion, the County has the option to extend the contract for two (2) additional one (1) year terms, under the same rates, terms and conditions.

B. All prices for goods and/or services shall be on **fixed rate** for the duration of this contract. Any bid that does not meet the minimum requirements and/or specifications may be rejected.

C. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for the next contract term.

D. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

E. Insurance requirements for this project to be maintained throughout the contract term (refer to Exhibit "C" for limits).

F. After Bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(s) and/or in complying with contractors responsibilities and cleaning specifications stated on the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the defaulted vendor the difference for any additional costs for custodial services at the New Administration Building.

G. Any contract awarded to a successful bidder will be in effect until:

- The contract expires.
- Delivery acceptance of products and/or performance of services ordered, or
- Terminated by County with thirty (30) days written notice prior to the cancellation.

There will be **three** (3) formal written notices of non-compliance with the **fourth** being the final- thirty (30) days notification prior to the cancellation of agreement.

H. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities and or to accept the bid considered the best and most advantageous to the County.

I. The bidder awarded the contract shall not engage the services of a subcontractor without prior written consent of Hidalgo County. When requesting written consent from Hidalgo County to retain a Subcontractor to perform services hereunder the successful bidder must present evidence and submit to the County that the successful bidder and the proposed subcontractor possess all necessary licenses and permits to perform the services described herein and that the successful bidder and the proposed subcontractor have obtained and submitted the required insurance coverage and policies as required by Hidalgo County.

J. The successful bidder shall not deliver products or provide services without a Hidalgo County Purchase Order, signed by an authorized agent of the Hidalgo County Purchasing Department. The successful bidder agrees to abide by all applicable state laws, regulations and be in compliance with all OSHA regulations and requirements throughout the term of the Contract.

K. Hidalgo County may seek purchases from State awarded vendors or any cooperative purchasing programs, whenever it is in the best interest to do so.

L. All cost and expenses associated with the preparation and submission of all (Bid, Proposals, Requests for Qualifications (RFQ) and Quotes shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

## XI. PRE-BID CONFERENCE AND SITE VISIT:

A walk through has been scheduled for: **June 28, 2017@ 9:00 am**– Location: 2802 S. Business Hwy 281, Edinburg, TX. 78539. Hidalgo County's - New Administration Building. At the scheduled site visit, each bidder will be permitted to examine the building, familiarize themselves with the full nature and extent of the work and obtain answers to questions about the project and/or clarification of the Specifications. A meeting shall be scheduled with the representatives (Budget, Purchasing & Facilities Mgmt) within ten (10) days of the Contractor's notification of contract award.
The purpose of this meeting is to go over expectations of the performance of the contract and ensure that the contract terms and condition are understood.

**All attendees** must confirm via-email to: **yvette.salinas@co.hidalgo.tx.us** with notification of the number of persons attending.

**ADDITIONAL INFORMATION:**
Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 S. Bus. Hwy. 281, Edinburg, Tx 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA EMAIL to yvette.salinas@co.hidalgo.tx.us OR -FACSIMILE at 956-292-7612 NO LATER THAN, Wednesday, June 28, 2017 by 5:00 pm. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, June 30, 2017 by 5:00 pm.**

**BASIC CLEANING-RELATED TERMS AND DEFINITIONS:**

The following definitions apply to all cleaning categories.

1. Clean: Free from dirt, debris, foreign matter, stains and impurities.

2. Cleaning Office and Common Area Furniture:
Furniture including tables shall be free of dust, dirt and surface film. File tops shall be free of dust, spots, stains and streaks. Desktops shall not be disturbed. Papers shall not be removed from desks in offices or conference rooms. Personal computers, phones, terminals, printers and keyboards are not to be touched by the awarded contractor. Only exposed surfaces are to be dusted.

3. Common Areas:
Areas of the building that are accessible to the general public such as lobbies, hallways, corridors, waiting areas, entrances etc.

4. Damp Mop:
The removal of all dust, spots and spills from entire hard floor surface areas using a squeezed damp mop.

5. Disinfected: Free from micro-organisms.

6. Disinfectant: An agent that destroys or neutralizes the growth of micro-organisms.

7. Dusting:
The removal of laden airborne dirt, soil, lint or other foreign material from furniture, fixtures, ledges, shelves, walls counters and other exposed surfaces with accumulated airborne particles.

8. Dust Mopping:
Dust mopping shall leave the surfaces uniformly clean of all dust and surface dirt including corners and places inaccessible to the mop. Surface accumulation of hardened dirt that cannot be loosened with a mop shall be loosened sufficiently to permit removal by dusting mopping.

9. Fixtures:
Defined as toilets, urinals, toilet paper holders, hand towel dispensers, soap dispensers, sinks, floor drains and any other items attached to the walls and/or floor.

10. Non-Common Areas:
Areas of the building that are not accessible to the general public such as offices and conference rooms.

11. Sanitary:
Hygienically clean. Free from bacteria and germs.

12. Spot Mop:
The removal of specific spots or spills from hard floor surfaces using a squeezed damp mop.

13. Sweep:
The removal of loose dirt and debris from hard floor or outside hard surfaces by means of a broom or dust mop.

14. Vacuum:
The removal of dust, dirt, debris, and foreigh matter from any surface using a vacuum cleaner and appropriate attachments.

Exhibit A-1
Hidalgo County "Custodial Services for Hidalgo County Administration Building"
RFB No. 2017-061-07-05-YSS

**Pre-Bid Conference**

**June 28, 2017, 2017 @ 9:00 am**

Attendee Confirmation:

Business Name: _____

Business Address: _____

Business Telephone Number: _____

Number of Attendees: _____

| Name(s) of Attendee(s) |
|---|
| 1. |
| 2. |
| 3. |
| 4. |
| 5. |

*Please return via email to yvette.salinas@co.hidalgo.tx.us no later than June 26, 2017, 2017 at 3:00pm.*

EXHIBIT "B"
HIDALGO COUNTY
"CUSTODIAL SERVICES FOR HC OWNED BLDGS COMMENCING WITH NEW ADMIN BLDG-EDINBURG-TX"
RFB NO.: 2017-061-07-05-YSS

# BID PAGE

*Internal Purposes only: Commodity Code: 910-39*

| **SERVICES NEEDED** (but not limited to) | **Flat Rate** |
|---|---|
| Required Services-General Cleaning (as per specifications) | $ _____ per Month |
| • Restrooms | |
| • Floor Areas | |
| • Offices | |
| • Lobbies | |
| • Breakroom/Conference rooms | |

# BIDDER INFORMATION

BIDDER/COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE №:_____ FAX №:_____

CELLULAR №:_____

AUTHORIZED SIGNATURE:_____

PRINT NAME:_____ DATE/ /

TITLE:_____ # # ########## #

# EXHIBIT "C"

## Insurance Requirements
## Applicable to the Acquisition of Goods and /or Services
## (Other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

**Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).** Certificates of insurance naming County as an **additional insured** shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

# ACORD

## CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

## COVERAGES

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

| INSR LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|
| A | **GENERAL LIABILITY**<br>☐ COMMERCIAL GENERAL LIABILITY<br>☐ ☐ CLAIMS MADE OCCUR<br>☐ OWNER'S & CONT. PROT<br>☐ OWNER'S PROTECTIVE LIABILITY<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY PROJECT ☐ LOC | | | | EACH OCCURRENCE | $ |
| | | | | | FIRE DAMAGE (Any one fire) | $ |
| | | | | | MED (Any one person) | $ |
| | | | | | PERS & ADV INJURY | $ |
| | | | | | AL AGGREGATE | $ |
| | | | | | ODUCTS – COMP/OP AGG | $ |
| | | | | | | |
| B | **AUTOMOBILE LIABILITY**<br>☐ ANY AUTO<br>☐ ALL OWNED AUTOS<br>☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS<br>☐ NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | | | | BODILY INJURY (Per person) | $ |
| | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | **GARAGE LIABILITY**<br>☐ ANY AUTO | | | | AUTO ONLY-EA ACCIDENT | $ |
| | | | | | OTHER THAN AUTO ONLY EA ACC | $ |
| | | | | | AGG | $ |
| C | **EXCESS LIABILITY**<br>☐ OCCUR ☐ CLAIMS MADE<br>☐ DEDUCTIBLE<br>☐ RETENTION $ | | | | EACH OCCURENCE | $ |
| | | | | | AGGREGATE | $ |
| | | | | | | $ |
| | | | | | | $ |
| | | | | | | $ |
| D | **WORKERS COMPENSATION AND EMPLOYER'S LIABILIT** | | | | WC STATU-TORY LIMITS ☐ OTHER | |
| | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | E.L. DISEASE-EA EMPLOYEE | $ |
| | | | | | E.L. DISEASE-POLICY LIMIT | $ |
| | **OTHER** | | | | | |

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

**County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.**

CERTIFICATE HOLDER

**Hidalgo County**
**Attn: Purchasing Department**
**2812 S Highway Bus. 281**
**Edinburg, Texas 78539**

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

SAMPLE

# Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners= Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

**Notice to Bidder:**
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

## THIS FORM MUST ACCOMPANY BID PACKET

**PROJECT REQUIREMENTS**
**ACKNOWLEDGMENT**

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.

2. Bond (if applicable)_____

3. Certificates: _____.

4. Permits: _____.

5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds (if applicable),certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

**THIS FORM MUST ACCOMPANY BID PACKET**

# CONFLICT OF INTEREST QUESTIONNAIRE

**FORM CIQ**

**For vendor doing business with local governmental entity**

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

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

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

**OFFICE USE ONLY**

Date Received

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

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

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

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____

Signature of vendor doing business with the governmental entity Date

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

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

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

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

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

(3) has a family relationship with a local government officer of that local governmental entity.

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

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

# HIDALGO COUNTY
# PURCHASING DEPARTMENT
# Bidder/Vendor Application

**Complete in print or type. Please return this application to the Hidalgo County Purchasing Department**
**thru Facsimile: (956) 318-2629 or (956) 292-7612**
**in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539**
**or email: purchasing@co.hidalgo.tx.us**

**Company Name**: **Telephone No. ( )**

**dba Name:**

**Legal Name:**

**Mailing Address :** **Fax No. ( )**

**Physical Address:**

**City, State, Zip** **Tax I.D. No.**

**Remit to Address :** **City, State, Zip**

**E-Mail Address:**

**Representative(s) Name(s) & Title(s)**

**Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit**
**_____ LLC _____ Sole Proprietor _____ Other, Specify**
**State Identification No._____ (Please attached completed W-9 form with this application)**
**Federal Identification No. or (if individual) SS No.**

**State of Incorporation: _____ Date:_____ Other**:

**Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker**
**_____ Distributor _____ Service Organization _____ Other, Specify**

**Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:**

**Small and/or Disadvantaged Business Information (check application criteria)**
**Small Business:** **Disadvantaged Business (At Least 51% Ownership)**

- ☐ Less than 125,000 annual gross receipt
- ☐ Less than 250,000 annual gross receipt
- ☐ Less than 499,000 annual gross receipt
- ☐ More than 500,000 annual gross receipt

- ☐ Black American
- ☐ Hispanic American
- ☐ Asian Pacific American

- ☐ Native American
- ☐ Women
- ☐ Other

**Have you been certified as a HUB or an MBE/WBE source?:** ☐ Yes ☐ No

**Indicate Certification No.(s):_____ or are Certificate(s) attached?:** ☐ Yes ☐ No

**What type of product(s) is/are solicited by your company?:**

**Would you like to be provided with specifications for procurements of such products?:** ☐ Yes ☐ No

**To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):**

**Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:**

## HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: □Yes □ No

If yes, by whom?: □ Texas Building & Procurement Commission □ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: □ Yes □ No

---

## LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): □Texas Building & Procurement Commission □ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

---

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): □Texas Building & Procurement Commission □ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

---

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): □Texas Building & Procurement Commission □ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

---

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give Form to the requester. Do not send to the IRS.**

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

**Note.** For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

**Social security number**

| | | | – | | – | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |

**or**

**Employer identification number**

| | | – | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here** | **Signature of U.S. person** ▶ | **Date** ▶

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding.* See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

***Example.*** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

# Specific Instructions

## Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

## Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

## Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

## Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|---|---|
| Interest and dividend payments | All exempt payees except for 7 |
| Broker transactions | Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 4 |
| Payments over $600 required to be reported and direct sales over $5,000[1] | Generally, exempt payees 1 through 5[2] |
| Payments made in settlement of payment card or third party network transactions | Exempt payees 1 through 4 |

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

## Line 6

Enter your city, state, and ZIP code.

# Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account[1] |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor[2] |
| 4. a. The usual revocable savings trust (grantor is also trustee)<br>b. So-called trust account that is not a legal or valid trust under state law | The grantor-trustee[1]<br>The actual owner[1] |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner[3] |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A)) | The grantor* |
| **For this type of account:** | **Give name and EIN of:** |
| 7. Disregarded entity not owned by an individual | The owner |
| 8. A valid trust, estate, or pension trust | Legal entity[4] |
| 9. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 10. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 11. Partnership or multi-member LLC | The partnership |
| 12. A broker or registered nominee | The broker or nominee |
| 13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B)) | The trust |

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**Certification**
**Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

# EXHIBIT "G"

# APPENDICES

## APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations**: The contractor (hereinafter includes consultants)will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination**: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

   a. withholding payments to the contractor under the contract until the contractor complies; and/or
   b. cancelling, terminating, or suspending contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## APPENDIX B

## CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the **COUNTY OF HIDALGO** will accept title to the lands and maintain the project constructed thereon in accordance with all applicable federal statutes, the Regulations for the Administration of all Department of Transportation programs, and the policies and procedures prescribed by the Federal Highway Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the **COUNTY OF HIDALGO** all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit 1 attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto **COUNTY OF HIDALGO** and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the **COUNTY OF HIDALGO**, its successors and assigns.

The **COUNTY OF HIDALGO**, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over ,or under such lands hereby conveyed [,] [and]* (2) that the **COUNTY OF HIDALGO** will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land ,and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

## APPENDIX C

## CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

   1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permitted, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended)such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the **COUNTY OF HIDALGO** will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the **COUNTY OF HIDALGO** and its assigns.*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

## APPENDIX D

## CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color ,or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said(license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will there upon revert to and vest in and become the absolute property of **COUNTY OF HIDALGO** and its assigns.*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

## APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

**Pertinent Nondiscrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of1970, (42U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23U.S.C. § 324et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49CFRPart 27;
- The Age Discrimination Act of 1975, as amended,(42U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49U.S.C. § 4 71, Section 4 7123),as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987,(PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189)as implemented by Department of Transportation regulations at 49C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

**THE STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

**SERVICE CONTRACT**
**C-17-061-00-00**

THIS CONTRACT is made and entered into this **XX$^{th}$** day of **Month, 2017** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **VENDOR** a **"STATE"** Corporation ("Company").

WHEREAS, Company responded to advertised notices for bids for "**CUSTODIAL SERVICES FOR HIDALGO COUNTY OWNED BUILDINGS COMMENCING WITH NEW ADMINISTRATION BUILDING IN EDINBURG, TX"** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of Request for Bid (RFB) Procurement Packet being attached hereto as Exhibits "A" (the "RFB") and Company's Bid attached hereto as Exhibit "B" (the "Bid Page"), both such exhibits incorporated herein for all purposes (the "Bid Page"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to location at **Administration Building located at, 2802 S. Business Hwy 281, Edinburg, Texas 78539**. This Contract does not extend to any third parties any duties or benefits

conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the Department Head, or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning **Month day, 2017** and ending on **Month day, 2018** and may be extended at the sole discretion of County for an additional (1) year period, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County

agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
**Attn: County Judge**
**100 E. Cano St. 2nd Floor**
**Edinburg, Texas 78539**

If to Company : Vendor Name
Attn: Name, Title
Address
City, State XXXXX

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to

terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

18. **Immunities.** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to Buyer as to any claim or action of any person, entity, or individual against County.

19. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and Company, and not otherwise.

WITNESS our hands in duplicate originals this_____ day of _____, 2017.

**COUNTY OF HIDALGO**

**ATTEST:**

By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

**Vendor/Company Name**

By:_____

Printed Name:_____

Title:_____

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

By:_____
Stephen L. Crain

# EXHIBIT "A"

# Request for Bid (RFB)
# Procurement Packet

# EXHIBIT "B"

# BID PAGE

# EXHIBIT "C"

# CERTIFICATE OF INSURANCE

**HIDALGO COUNTY**
(Including all funding sources, programs, and entities)
**REQUEST FOR BIDS**
**"Custodial Services for Hidalgo County Owned Buildings Commencing with Administration Building in Edinburg, TX"**
**RFB No.: 2017-061-07-05-YSS**

# RFB SUBMITTAL CHECK LIST

**All forms listed below must be included in the RFB response.**

**Indicate with a check mark (✓) the Forms completed and included in this response:**

_____ Page 8 of Legal Notice

_____ Exhibit "B" Bid Page

_____ Exhibit "C" -Acknowledgement forms

_____ Exhibit "D" -CIQ Form -Copy of County Clerk File Recording fee receipt (if applicable)

_____ Exhibit "E" Vendor Bidder Applications and IRS form W-9

_____ Exhibit "F" Certification Regarding Debarment

_____ SAMS.gov Registration Acknowledgement www.sam.gov

_____ One (1) Original, Three (3) Copies of Bid(s) (see number 2 of Legal Notice).

_____ Exhibit A-6 References

EXHIBIT "A-2"

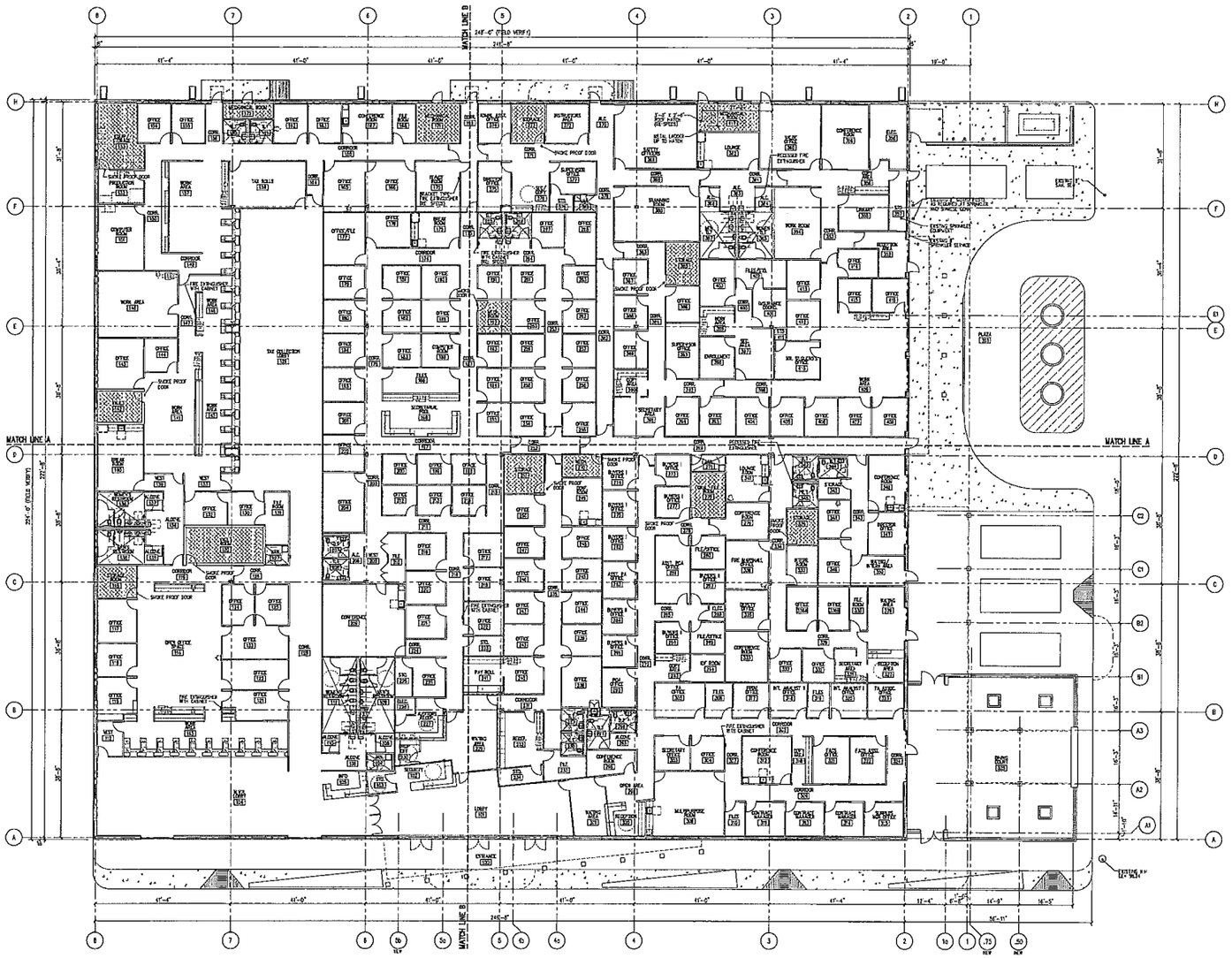



EXHIBIT "A-2"

## FIRE RATED WALL LEGEND

- SMOKE PROOF WALL UP TO 8" ABOVE CEILING (NOT FIRE RATED)
- FE — RECESSED FIRE EXTINGUISHERS MOUNTED 48" A.F.F. TO CABINET HANDLE
- FEC — BRACKET TYPE MTD. FIRE EXTINGUISHER MOUNTED 48" A.F.F. TO CONTROL AT KITCHEN
- 1 HR. FIRE RATED & SMOKE CEILING ASSEMBLY
- FULL HT. SECURITY WALL EXTEND TO BOTTOM OF ROOF DECK
- NEW CONCRETE

## 2003 INTERNATIONAL BUILDING CODE

### TYPE II B CONSTRUCTION ( UNPROTECTED SPRINKLERED )

TABLE 503

| | |
|---|---|
| OCCUPANCY | BUSINESS GROUP B UNPROTECTED SPRINKLERED |
| BUILDING AREA ONE STORY | 55,552 SQ. FT. |
| ALLOWABLE AREA | 23,000 SQ. FT. |

AREA MODIFICATIONS AS PER SECTION 506.3 AUTOMATIC SPRINKLER SYSTEM INCREASE

| | |
|---|---|
| ALLOWABLE AREA | 69,000 SQ. FT. |

TABLE 601

| | |
|---|---|
| ROOF/CEILING CONSTRUCTION | UNPROTECTED – NONCOMBUSTIBLE |
| COLUMNS | UNPROTECTED – NONCOMBUSTIBLE |

rofa architects
rtkl • ogden • figueroa • altex
1007 Wilmot Ave.
McAllen, TX 78501
v:(956) 686 7771
f:(956) 687 3433
www.rofainc.com
McAllen Harlingen

COPYRIGHT 2006

REGISTERED ARCHITECT JOSE R. FIGUEROA 12849 STATE OF TEXAS
4.18.06

NOTES:

HIDALGO COUNTY OFFICES
AT THE PROPERTY FORMERLY
KNOWN AS THE K-MART BUILDING

EDINBURG, TEXAS

| | |
|---|---|
| PROJECT NO. | 25004 |
| DRAWN BY | JR, CDR |
| DATE | 04.06.06 |

FIRE PROTECTION PLAN
SCALE 1/16" = 1'-0"

1

A1.1

HDA1-1.DWG XREF SAVE.DWG CH.DWG 04.18.06

# EXHIBIT A-3

## Task List

## Daily Cleaning Checklist

Section: _____ Date of Services: _____

Crew Leader: _____ Crew Members: _____

### Restrooms: (Initials: ____)

☐ Wash all mirror, sinks, and bright work with a non-abrasive cleaner.

☐ Clean and wash thoroughly Commodes, urinals, and toilet seats inside & out, behind, and underneath using disinfectant.

☐ Replenish hand soap, all paper goods, air fresheners and deodorizers.

☐Clean & sanitize countertops, walls and partitions of handprints and dust.

☐Wet mop floor using disinfectant cleaner and water.

☐Remove stains and restore grout.

☐Empty, damp wipe and sanitize waste bins.

☐Replace waste basket liners.

### Flooring – Common Area and Entrances: (Initials: ____)

☐ Sweep all VCT flooring, dust mopped and damped mopped; thorough sweeping and dust mopping prior to damp mopping. Dust mopping will be done with a chemically treated mop (including along walls, in corners and behind doors).

☐ Clean all flooring areas under chairs and other furnishings, which are easily movable.

☐ Move/return all items back to their original and proper position (if it was moved); the floors including the corners and edges shall be free of spots, streak and smears.

☐ Difficult spots should be notated & reported to Facilities Management designee.

☐ Clean all mop splatters from all vertical surfaces.

☐ Remove all mats and clean underneath

☐Empty, damp wipe and sanitize waste bins, as necessary.

☐Replace waste basket liners.

☐ Turn off all lights after cleaning this area.

### Flooring – Non Common Area & Offices: (Initials: ____)

☐ Sweep all VCT flooring, dust mopped and damped mopped; thorough sweeping and dust mopping prior to damp mopping. Dust mopping will be done with a chemically treated mop (including along walls, in corners and behind doors).

☐ Clean all flooring areas under chairs and other furnishings, which are easily movable.

☐ Move/return all items back to their original and proper position (if it was moved); the floors including the corners and edges shall be free of spots, streak and smears.

☐ Spot damp moping will be done, as necessary, to remove stains and spots (including under desks, tables, and chairs).

☐ Difficult spots should be notated & reported to Facilities Management designee.

☐ Clean all mop splatters from all vertical surfaces.

☐ Remove all mats and clean underneath

☐Empty, damp wipe and sanitize waste bins, as necessary.

☐Replace waste basket liners.

☐ Turn off all lights after cleaning this area.

### Vacuum: (Initials: _____)

☐ Vacuum all mats and damp mop underneath, as necessary, to remove stains. Care shall be taken to avoid damage to walls and furniture.

**Tax Office Area: (Initials: ____)**

☐Collect, tag and date Tax Office work station areas trash and place in designated holding area for 24 hrs.

☐ Dispose trash after 24 hrs.

**Doors, Switches, Counters and Walls: (Initials: _____)**

☐ Remove handprints and spots from doors, door plates, handles, kick plates, metal fixtures, light switches, and counters. This includes, but not limited to counters in break rooms, conference rooms, offices, break rooms, hallways, lobbies entrances, and common areas.

☐ Spot clean, as needed, walls and woodwork too.

☐ Wipe down walk up counters

**Building entrance/Lobby doors: (Initials: ___)**

☐Clean Building entrance doors with appropriate window cleaner & left in a streak free condition.

☐Clean and wipe down walls, free from finger marks, smudges, spots and stains.

☐Difficult spots should be notated & reported to Facilities Management designee.

**Drinking Fountain: (Initials: ___)**

☐Clean and Wipe with a germicidal disinfectant and shall be left free of fingerprints, watermarks, and left in a streak-free condition.

**Lobby & Common Area Furniture: (Initials: ___)**

☐ Wipe down and polish furniture to include but not limited to tables, chairs, bookshelves and/or countertops.

☐ Wipe down walk up counters

**Lunch Areas: (Initials ____)**

☐ Clean Countertops.

☐ Clean and disinfect Sinks.

☐ Sweep & mop Floors.

☐ Wipe Kitchen furniture.

**Comments:**

_____
_____
_____
_____

# Weekly Cleaning Checklist

Section: _____ Date of Services: _____

Crew Leader: _____ Crew Members: _____

**Restrooms: (Initials: ____)**

☐ Pour water into drain openings

**Dusting: (Initials: ____)**

☐ Dust all horizontal and vertical areas (surfaces) under 72 in. high such as furniture, office equipment, interior windowpanes, window sills, blinds, bookshelves, partition tops etc. with a treated cloth or static duster.

☐Dust desks, tables, and other office equipment/furniture where clear/exposed of paper/materials/personnel items.

**Walls: (Initials: ____)**

☐ Inspect for spots, stains, smudges and cobwebs; and remove them as needed.

☐Notify facility manager of problem areas.

**Glass Cleaning: (Initials: ____)**

☐Clean glass on doors, walls or partitions up to 72 in., left in a streak free condition.

**Furniture and Counters: (Initials: ____)**

☐ Wipe down and polish furniture in lobby's, waiting areas, conference rooms and offices to include but not limited to: tables, bookshelves, and/or countertops.

**Comments:**

_____
_____
_____
_____
_____
_____
_____
_____

# Monthly Cleaning Checklist

Section: _____ Date of Services: _____

Crew Leader: _____ Crew Members :_____

**Light Fixtures: (Initials: ____)**

☐ Dust internal light fixtures, as needed, with a static duster.

**Wastebaskets/Trash bins: (Initials: ____)**

☐ Scrub clean and sanitize all waste baskets and receptacles, damp wipe as necessary.

**Exterior Glass Windows: (Initials: ____)**

☐Clean all exterior glass windows up to 84 in. and left in a streak free condition and free of dirt, fingerprints, smudges and smears.

**High Dusting and Cleaning: (Initials: ____)**

☐ Dust/Clean, if necessary, Air conditioning grills, window blinds, pipes, ledges, ceilings, moldings, etc. to remove smudges, fingerprints, and/or ink/pencil markings.

**Comments:**

_____
_____
_____
_____
_____
_____
_____
_____

EXHIBIT “A-4”

# FACILITIES MANAGEMENT
## Supply Log

| Name | Company | Date | Amount | Section | Description of Supply |
|---|---|---|---|---|---|
| | | | | | |
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SAMPLE

EXHIBIT "A-5"

**NEW ADMINISTRATION BUILDING**

CUSTODIAL DESCRIPANCY REPORT

TO:_____
Contractor/Designee

Date of Notification: _____

**Discrepancy or Problem (Describe in detail)**

SAMPLE

_____ _____
Facilities Manager or Designee Date

**Contractors Response and Corrective Action Taken**

_____ _____
Name Date

# EXHIBIT "A-6"

## REFERENCES
**HIDALGO COUNTY**
**"Custodial Services for Hidalgo County Owned Buildings Commencing with the New Admin Building in Edinburg, TX"**
**BID NO. 2017-061-07-05-YSS**

**References:** List three (3) major references. Include company name, contact person, telephone and fax number, length of contract, services provided and other relevant information.

**Vendor # 1**

Name of Company: _____

Contact Person: _____

Address: _____

City/State/Zip Code: _____

Telephone #: _____ Fax #: _____

Length of Contract: _____

Services Provided: _____

**Vendor # 2**

Name of Company: _____

Contact Person: _____

Address: _____

City/State/Zip Code: _____

Telephone #: _____ Fax #: _____

Length of Contract: _____

Services Provided: _____

**Vendor # 3:**

Name of Company: _____

Contact Person: _____

Address: _____

City/State/Zip Code: _____

Telephone #: _____ Fax #: _____

Length of Contract: _____

Services Provided: _____

DRAFT

# *County Executive Office*

*2818 S. Bus. Hwy. 281 Edinburg, Texas 78539 Phone: (956) 292-7655 Fax: (956) 292-7034*


## HIDALGO COUNTY
## 2017 HOLIDAYS -REVISED

| | |
|---|---|
| **New Year's Day** | **January 02, 2017 (Monday)** |
| **Martin Luther King Day** | **January 16, 2017 (Monday)** |
| **Presidents' Day** | **February 20, 2017 (Monday)** |
| **Good Friday** | **April 14, 2017 (Friday)** |
| **Memorial Day** | **May 29, 2017 (Monday)** |
| **Independence Day** | **July 04, 2017 (Tuesday)** |
| **Labor Day** | **September 04, 2017 (Monday)** |
| **Columbus' Day** | **October 09, 2017 (Monday)** |
| **Veterans' Day** | **November 10, 2017 (Friday)** |
| **Thanksgiving** | **November 23 & 24, 2017 (Thursday/Friday)** |
| **Christmas** | **December 25 & 26, 2017 (Monday/Tuesday)** |
| **New Year's Eve** | **December 29, 2017 (Friday)** |

**Approved by Commissioners Court on: November 01, 2016.**
**Revised by Commissioners Court on: December 13, 2016.**

**Note: There will not be early release on Thanksgiving or Christmas. The holidays listed are the only approved holidays.**

**Zimbra** **yvette.salinas@co.hidalgo.tx.us**

## RE: 2017-061 draft agrmnt

**From :** Steve Crain <scrain@atlashall.com> Tue, Jun 06, 2017 04:51 PM
**Subject :** RE: 2017-061 draft agrmnt
**To :** 'Yvette Salinas' <yvette.salinas@co.hidalgo.tx.us>

Looks good.

---

**From:** Yvette Salinas [mailto:yvette.salinas@co.hidalgo.tx.us]
**Sent:** Tuesday, June 06, 2017 4:27 PM
**To:** Steve Crain <scrain@atlashall.com>
**Subject:** Re: 2017-061 draft agrmnt

Done, please review.

Yvette Salinas
Buyer III
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
956-318-2626
yvette.salinas@co.hidalgo.tx.us

---

**From:** "Steve Crain" <scrain@atlashall.com>
**To:** "Yvette Salinas" <yvette.salinas@co.hidalgo.tx.us>
**Sent:** Tuesday, June 6, 2017 3:00:08 PM
**Subject:** RE: 2017-061 draft agrmnt

In numbered paragraph 14 delete the words “either party” and insert in lieu thereof the word “County”.

---

**From:** Yvette Salinas [mailto:yvette.salinas@co.hidalgo.tx.us]
**Sent:** Tuesday, June 06, 2017 2:32 PM
**To:** Steve Crain <scrain@atlashall.com>
**Subject:** 2017-061 draft agrmnt

Good Afternoon Mr. Crain,

Please review/approve attached agreement as to form.

Yvette Salinas
Buyer III
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
956-318-2626
yvette.salinas@co.hidalgo.tx.us

**AI-60211** **Purchasing Department** **11. F.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted For:** David Fuentes, COMM. PCT. #1

**Submitted By:** Noemi De Los Rios, COMM. PCT. #1

**Department:** COMM. PCT. #1

---

## Information

**CAPTION**

Pct. 1:
Requesting acceptance and approval of Application for Payment No. 1 in the amount of $195,132.63 as submitted by 2GS,LLC. for the provision of FEMA Road Improvements - Site #1 Mile 1 1/2 West under Contract# C-16-400-03-07.

**BACKGROUND**

Pct. 1
FEMA Road Improvements to Mile 1 1/2 West - 2GS,LLC. PO# 761299

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## Fiscal Impact

**CALENDAR YEAR:** 2017 **ACCT. #:** 7-1280-431-00-121-800-5-721

**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

PCT.1
REQ# 341968 PO# 761299
FEMA Road Improvements Contract# C-16-400-03-07

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## Attachments

Appl for Pmt. 1 - 2GS,LLC - Mile 1.5 West

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing - Internal | Darlene Betancourt | 06/09/2017 02:10 PM |
| Budget & Management | Veronica Ortiz | 06/09/2017 02:13 PM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |

Form Started By: Noemi De Los Rios Started On: 06/08/2017 09:55 AM
Final Approval Date: 06/09/2017

# APPLICATION FOR PAYMENT NO. ONE (1)

To: HIDALGO COUNTY (OWNER)
From: 2GS, LLC, dba Earthworks Enterprise (CONTRACTOR)
Contract: Hidalgo County

Project: FEMA Road Improvements - Site #1 Mile 1 1/2 West

Owner's Contract No. C-16-400-03-07 | Engineer's Project No. | PURCHASE ORDER # 761299
For Work accomplished through the date of: June 4, 2017

| | | | |
|---|---|---|---|
| 1. Original Contract Price: | | | $ 350,867.20 |
| 2. Net change by Change Order and Written Agreements(+): | | | $ - |
| 3. Current Contract Price (1 plus 2): | | | $ 350,867.20 |
| 4. Total completed and stored to date: | | | $ 216,814.03 |
| 5. Retainage (per Agreement): | | | |
| 10% of completed Work: | | $21,681.40 | |
| of stored material | | | |
| Total Retainage: | | | $ 21,681.40 |
| 6. Total completed and stored to date less retainage (4 minus 5) | | | $ 195,132.63 |
| 7. Less previous Application for Payments: | | | $ - |
| 8. AMOUNT DUE THIS APPLICATION (6 MINUS 7) | | | $ 195,132.63 |

**Accompanying Documentation:**

Pct. 1
FEMA
1-1280-431-00-121-8005-721
PO# 761299

**CONTRACTOR'S Certification:**

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 1 inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date June 6, 2017

2GS, LLC, dba Earthworks Enterprise
(CONTRACTOR)

By: _____

Humberto Garcia, Jr.
Member
P.O. Box 595
Peñitas, Texas 78576-0595

State of TEXAS
County of HIDALGO
Subscribed and sworn to before me this _____ day of _____.

NORMA L RAMIREZ
Notary Public
STATE OF TEXAS
My Comm. Exp. 02/05/2018
ID# 7033587

Notary Public
My Commission expires: 2-5-18

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date 6-7-17

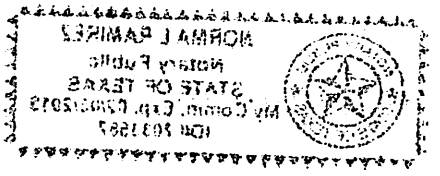
International Consulting Engineers (I.C.E.)
(ENGINEER)

By: _____

International Consulting Engineers

**Exhibit E-C**

INVOICE RECEIVED BY
Mimi on 6/7/17
GOODS/SERVICES RECEIVED BY:
Oscar Gonzalez on 6/4/17


NORMA L RAMIREZ
Notary Public
STATE OF TEXAS
My Comm. Exp. 12/02/2019
ID# 2013597

| | | | |
|---|---|---|---|
| 2GS, LLC, dba Earthworks Enterprise | Contractor Name | Application No.: | 1 |
| May 12, 2017 | Starting Date | Application Date: | June 6, 2017 |
| September 9, 2017 | Project Ending Date | Period To: | June 4, 2017 |
| 10% | Retainage Percent | Engineer Firm: | International Consulting Engineers (I.C.E) |

**Summary**

| CSJ # | Project Name | Original Schedule | Revised Schedule Value | Payment Application #1 | Payment Application #2 | Payment Application #3 | Total To Date | Balance To Finish | Retainage | Net | Payment To Date | Payment Due |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| C-16-400-03-07 | Site 1 Mile 1 1/2 West Road | $ 350,867.20 | $ - | $ 216,814.03 | $ - | $ - | $ 216,814.03 | $ 134,053.17 | $ 21,681.40 | $ 195,132.63 | $ - | $ 195,132.63 |
| | | | | - | | | | - | - | - | - | - |
| | | | | - | | | - | - | - | - | - | - |
| | | | | - | | | - | - | - | - | - | - |
| | | | | - | | | - | - | - | - | - | - |
| | | | | - | | | - | - | - | - | - | - |
| | | | | - | | | - | - | - | - | - | - |
| Totals | | | $ 350,867.20 | $ 216,814.03 | $ - | $ - | $ 216,814.03 | $ 134,053.17 | $ 21,681.40 | $ 195,132.63 | $ - | $ 195,132.63 |

## Estimate Quantity Update Worksheet

Colonia: **Site 1 Mile 1 1/2 West Road**
Roadway: **FEMA - Site #1 Mile 1 1/2 West Road**
Control:
Project No: **C-16-400-03-07**
County: Hidalgo County
Estimate: 1

Work Type: Road Improvements
Limits:
From: Mile 11 North
To: Mile 12 North

Contractor: **2GS, LLC**
Contract Price: $350,867.20
Work Done this Mo.: $216,814.03
% Complete: 61.79%

Date Contract Began: May 12, 2017
Contract Time: 120
Time Charged: 26
% Time Used: 21.67%

| | | | | | | FIRST MONTH | | | SECOND MONTH | | | THIRD MONTH | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Item No. | DESCRIPTION | Unit | Project Quantity | Unit Price | Project Amount | Monthly Quantity | QTY to Date | Item Cost (Monthly) | Monthly Quantity | QTY to Date | Item Cost (Monthly) | Monthly Quantity | QTY to Date | Item Cost (Monthly) |
| | **BASE BID** | | | | | | | | | | | | | |
| 1 | Preparing ROW | STA | 52.00 | $ 500.00 | $ 26,000.00 | 52.00 | 52.00 | $ 26,000.00 | | | $ - | | | $ - |
| 2 | Traffic Control | LS | 1.00 | 1,800.00 | 1,800.00 | 1.00 | 1.00 | 1,800.00 | | | - | | | - |
| 3 | Street Excavation (9 1/2" Pavement and Caliche) | CY | 3,952.00 | 8.60 | 33,987.20 | 3,952.00 | 3,952.00 | 33,987.20 | | | - | | | - |
| 4 | Lime Type A Slurry | Tons | 379.00 | 180.00 | 68,220.00 | 377.16 | 377.16 | 67,888.08 | | | - | | | - |
| 5 | 8" Subbase with 6% Lime (Compacted in place) | SY | 14,820.00 | 1.25 | 18,525.00 | 14,820.00 | 14,820.00 | 18,525.00 | | | - | | | - |
| 6 | 6" New Caliche Flexible Base with 1.5% Lime (Compacted in place) | SY | 14,820.00 | 5.25 | 77,805.00 | 11,115.00 | 11,115.00 | 58,353.75 | | | - | | | - |
| 7 | Prime Coat (MC-30) | GAL | 2,964.00 | 5.00 | 14,820.00 | | - | - | | | - | | | - |
| 8 | 1 1/2" Asphalt Type "D" | Tons | 1,170.00 | 85.00 | 99,450.00 | | - | - | | | - | | | - |
| 9 | Regrade Roadside Ditch | LF | 10,260.00 | 1.00 | 10,260.00 | 10,260.00 | 10,260.00 | 10,260.00 | | | - | | | - |
| | **Total** | | | | **$ 350,867.20** | | | **$216,814.03** | | | $ - | | | $ - |

| | | | |
|---|---|---|---|
| Monthly Totals: | $ 216,814.03 | $ - | $ - |
| ADMINISTRATIVE (901) | | | |
| PRELIMINARY ENGINEERING (902) | | | |
| CONSTRUCTION ENGINEERING (903) | | | |
| RIGHT-OF-WAY (904) | | | |
| Roadway (905) | $ 216,814.03 | $ - | $ - |
| Drainage (906) | | | |

**Total to Date:**

| | |
|---|---|
| **Base Bid** | $ 216,814.03 |
| | $ - |
| | $ - |
| Total | $ 216,814.03 |

Prepared and Checked By:

Signature: _____ Date: June 6, 2017

Printed Name: Humberto Garcia Jr.

| | | | |
|---|---|---|---|
| 2GS, LLC, dba Earthworks Enterprise | Contractor Name | Application No.: | 1 |
| 5/12/17 | Starting Date | Application Date: | June 6, 2017 |
| 9/9/17 | Project Ending Date | Period To: | 6/4/17 |
| FEMA Road Improvements - Site #1 Mile 1 1/2 West | Engineer's/County Project Description | Engineer's/County Project No.: | C-16-400-03-07 |

| | | | | | Original Schedule Value | | | Value | | First Month | | | Second Month | | | Third Month | | | | Balance to Finish | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| No. | Item Code | Description | Unit | Original Rates | Quan | Dollars | Revised Rates | Quan | Dollars | Monthly Quan | QTY to Date | Item Cost (Monthly) | Monthly Quan | QTY to Date | Item Cost (Monthly) | Monthly Quan | QTY to Date | Item Cost (Monthly) | Total to Date | Quan | Dollars |
| | | **BASE BID** | | | | | | | | | | | | | | | | | | | |
| 1 | | Preparing ROW | STA | $ 500.00 | 52.00 | $ 26,000.00 | | | | 52.00 | 52.00 | $ 26,000.00 | - | | $ - | - | | $ - | $ 26,000.00 | - | $ - |
| 2 | | Traffic Control | LS | 1,800.00 | 1.00 | 1,800.00 | | | | 1.00 | 1.00 | 1,800.00 | - | | - | - | | - | 1,800.00 | - | - |
| 3 | | Street Excavation (9 1/2" Pavement and Caliche) | CY | 8.60 | 3,952.00 | 33,987.20 | | | | 3,952.00 | 3,952.00 | 33,987.20 | - | | - | - | | - | 33,987.20 | - | - |
| 4 | | Lime Type A Slurry | Tons | 180.00 | 379.00 | 68,220.00 | | | | 377.16 | 377.16 | 67,888.08 | - | | - | - | | - | 67,888.08 | 1.84 | 331.92 |
| 5 | | 8" Subbase with 6% Lime (Compacted in place) | SY | 1.25 | 14,820.00 | 18,525.00 | | | | 14,820.00 | 14,820.00 | 18,525.00 | - | | - | - | | - | 18,525.00 | - | - |
| 6 | | 6" New Caliche Flexible Base with 1.5% Lime (Compacted in place) | SY | 5.25 | 14,820.00 | 77,805.00 | | | | 11,115.00 | 11,115.00 | 58,353.75 | - | | - | - | | - | 58,353.75 | 3,705.00 | 19,451.25 |
| 7 | | Prime Coat (MC-30) | GAL | 5.00 | 2,964.00 | 14,820.00 | | | | - | - | - | - | | - | - | | - | - | 2,964.00 | 14,820.00 |
| 8 | | 1 1/2" Asphalt Type "D" | Tons | 85.00 | 1,170.00 | 99,450.00 | | | | - | - | - | - | | - | - | | - | - | 1,170.00 | 99,450.00 |
| 9 | | Regrade Roadside Ditch | LF | 1.00 | 10,260.00 | 10,260.00 | | | | 10,260.00 | 10,260.00 | 10,260.00 | - | | - | - | | - | 10,260.00 | - | - |
| | | **Total** | | | | **$ 350,867.20** | | | | | | **$ 216,814.03** | | | **$ -** | | | **$ -** | **216,814.03** | | **$ 134,053.17** |

# Requisition

**Req # 00341968**

**PO # 761299**
**Date: 05/03/17**

**Bill To:** x
x

**Vendor :** 400742
2GS, LLC.
P.O. BOX 595
PENITAS TX 78576
FAX (956)683-6149

**Ship To:** HIDALGO CO. PCT 1
1902 Joe Stephens Ave
WESLACO TX 78596

**Contact:** OCAR GONZALEZ
956-968-8733

**Contract No:** C-16-400-03-07

**Special Instructions:**
CEE26

| QUANTITY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | C-16-400-03-07 APPROVED THRU C.C. ON 04/18/17 AI-58883 | | |
| | | DO NOT DUPLICATE ORDER | | |
| 1.00 | LOT | CC FEMA ROAD IMPROVEMENTS: MILE 1 1/2 WEST (BETWEEN MILE 11 AND MILE 12 NORTH ROAD) | 350,867.20 | 350,867.20 |
| | | Account No | Encumbrance | |
| | | 7-1280-431-00-121-800-5-721 | 350,867.20 | |
| | | | Freight | .00 |
| | | | Total | 350,867.20 |

**Authorized By:** _____

**AI-60220** **Purchasing Department** **11. G.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted For:** Marty Salazar, PURCHASING DEPT.

**Submitted By:** Letty Saenz, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## Information

**CAPTION**

Pursuant to HCCC [Regular AI#57333/11-15-16] and the current agreement between Hidalgo County [SO] and MAO Westwood Pharmacy, Inc., dba, Westwood Pharmacy [Contract #E-16-039-01-05] approval to "Amend" Exhibit "B","B-1","B-2" to reflect the additional listing of legend and non-legend pharmaceuticals prescribed by physicians and titled Exhibit "B-3".

**BACKGROUND**

Contract & Amended Exhibit B, B-1, B-2
Newly amended Exhibit B-3

## Fiscal Impact

**CALENDAR YEAR:** 2017 **ACCT. #:** 7-1100-423-21-280-002-0-610

**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

No Fiscal Impact. Amendment of Exhibits.

## Attachments

Ex B-3-Addt'l Meds-Westwood Pharmacy-HSO
Contract-E-17-013-12-13-Westwood
ExB-1
ExB-2

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing - Internal | Marty Salazar | 06/08/2017 05:06 PM |
| Budget & Management | Veronica Ortiz | 06/09/2017 08:19 AM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |
| Form Started By: Letty Saenz | | Started On: 06/08/2017 01:56 PM |
| Final Approval Date: 06/09/2017 | | |

# Hidalgo Pricing
# Exhibit B-3

| HILDALGO | Cost per Unit |
|---|---|
| Abacavir 300 mg | $6.83 |
| Abacavir-Lamivudine 600-300 | $37.20 |
| Acetaminophen 500 mg | $0.01 |
| Acidophilus 175 mg | $0.04 |
| ACNE MEDICATION 10% GEL | $0.09 |
| Acyclovir 400 mg | $0.17 |
| ACYCLOVIR 800MG TAB | $0.35 |
| ALFUZOSIN 10MG TAB | $0.47 |
| ALLOPURINOL 100MG TAB | $0.28 |
| ALLOPURINOL 300MG TAB | $0.57 |
| AMITRIPTYLINE 10MG TAB | $0.14 |
| AMITRIPTYLINE HCL 25MG TAB | $0.27 |
| Amlodipine 5 mg | $0.08 |
| AMOX/CLAV ER 1000/62.5 TAB | $5.58 |
| AMOX-CLAV 500-125MG TAB | $1.41 |
| AMOX-CLAV 875-125MG TAB | $1.90 |
| ANBESOL MAXIMUM STRENGTH 20% LIQ | $0.38 |
| Anti-Dandruff 7oz | $0.01 |
| Aricept 5 mg | $0.17 |
| Atacand 16 mg | $2.64 |
| Atacand 32 mg | $3.58 |
| Atacand 8 mg | $2.64 |
| Atenolol 100 mg | $0.06 |
| ATENOLOL 25MG TAB | $0.04 |
| ATORVASTATIN 10MG TAB | $0.43 |
| ATORVASTATIN 20MG TAB | $0.58 |
| ATORVASTATIN 80MG TAB | $0.58 |
| ATORVASTATIN CALCIUM 40MG TAB | $0.34 |
| ATROVENT HFA 17MCG AER | $25.79 |
| AZITHROMYCIN 600MG TAB | $4.61 |
| BANOPHEN 12.5/5ML SOL | $0.01 |
| BETAMETH DIPROP AUG 0.05% OINT | $2.37 |
| CALADRYL 1-8% LOT | $0.02 |
| CALCIUM/D 600-400 TAB | $0.03 |
| CARVEDILOL 12.5MG TAB | $0.12 |
| CARVEDILOL 3.125MG TAB | $0.50 |
| CARVEDILOL 6.25MG TAB | $0.06 |
| Cefdinir 300 mg | $2.55 |
| CETIRIZINE HCL 10MG TAB | $0.04 |
| CHLORHEXIDINE GLUCONATE 0.12% SOL | $0.01 |
| CHLORPROMAZINE 200MG TAB | $10.99 |
| CHLORPROMAZINE 25MG TAB | $3.78 |
| Chlorpromazine 50 mg | $7.70 |

# Hidalgo Pricing
# Exhibit B-3

| | |
|---|---|
| CIPROFLOXACIN OTIC 0.2% SOL | $7.03 |
| CLINDAMYCIN 2% VAG CRM | $2.23 |
| CLONAZEPAM 0.5MG TAB | $0.03 |
| CLONAZEPAM 1MG TAB | $0.04 |
| CLONAZEPAM 2MG TAB | $0.06 |
| Clonidine 0.1 mg | $0.05 |
| CLOPIDOGREL 75MG TAB | $0.20 |
| CLORAZEPATE 7.5MG TAB | $1.39 |
| CLOTRIM/BETA DIPROP CRM | $1.18 |
| CLOTRIMAZOLE 1% CREM | $0.20 |
| Clozaril 25 mg | $0.89 |
| Clozaril 50 mg | $1.32 |
| Colchicine 0.6 mg | $5.61 |
| DAPSONE 100MG TAB | $2.80 |
| DEEP SEA 0.65% SPR | $0.02 |
| De-Licer Shampoo 4oz | $0.04 |
| DESCOVY 200-25MG TAB | $48.88 |
| Dilantin 100 mg | $0.23 |
| DIVALPROEX 250MG DR TAB | $0.14 |
| DORZOLAMIDE-TIMOLOL 2-0.5% OP SOL | $5.63 |
| DOXAZOSIN 2MG TAB | $0.67 |
| DOXEPIN HCL 10MG CAP | $0.47 |
| DULOXETINE 60MG CAP | $1.60 |
| Epzicom 600/300 mg | $37.20 |
| Ergocalciferol 50,000 IU | $0.36 |
| ERYTHROMYCIN 2% GEL | $2.97 |
| ERYTHROMYCIN 500MG BS TAB | $14.60 |
| Escitalopram 20 mg | $0.46 |
| FERRALET TAB | $1.90 |
| FEXOFENADINE HCL 180MG TAB | $0.33 |
| FISH OIL 1000MG CAP | $0.05 |
| FISH OIL 1200MG CAP | $0.07 |
| Flagyl 250 mg | $0.28 |
| Flagyl 500 mg | $0.48 |
| FLUCONAZOLE 100MG TAB | $1.76 |
| FLUCONAZOLE 200MG TAB | $2.31 |
| FLUOXETINE 10MG CAP | $0.05 |
| FLUTICASONE 50MCG SPR | $1.61 |
| GEMFIBROZIL 600MG TAB | $0.26 |
| GENVOYA TAB | $91.85 |
| Glimepiride 4 mg | $0.13 |
| Glucagon Kit | $257.60 |
| GNP ACIDOPHILUS 175 MG CAP | $0.06 |
| GNP MELATONIN 5MG TAB | $0.02 |

# Hidalgo Pricing
# Exhibit B-3

| | |
|---|---|
| GNP VITAMIN D3 2000UNIT TAB | $0.03 |
| HALOPERIDOL 2MG TAB | $0.51 |
| HEMMOREX-HC 25MG SUPR | $10.87 |
| Humulin R | $13.79 |
| HYDRALAZINE 10MG TAB | $0.17 |
| HYDROXYCHLOROQUINE 200MG TAB | $3.27 |
| INDOMETHACIN 25MG CAP | $0.19 |
| IROSPAN 24/6 MIS | $3.15 |
| KETOCONAZOLE 2% CREM | $1.19 |
| Lamisil 250 mg | $0.43 |
| LAMIVUD/ZIDO 150-300 TAB | $14.53 |
| Lamivudine 150 mg | $5.75 |
| Lamivudine 300 mg | $5.75 |
| LAMOTRIGINE 25MG TAB | $0.07 |
| Latuda 80 mg | $33.77 |
| Levaquin 250 mg | $0.59 |
| LEVETIRACETAM 1000MG TAB | $1.61 |
| Levetiracetam 500 mg | $0.33 |
| LEVOFLOXACIN 500MG TAB | $0.45 |
| LEVOTHYROXINE 100MCG TAB | $0.47 |
| LEVOTHYROXINE 150MCG TAB | $0.57 |
| LEVOTHYROXINE 50MCG TAB | $0.41 |
| LEVOTHYROXINE 75MCG TAB | $0.46 |
| LEVOTHYROXINE SODIUM 25MCG TAB | $0.36 |
| Lice Treatment 1% 4oz | $0.04 |
| Lidocaine Solution 1% 10box | $5.30 |
| LITHIUM CARBONATE ER 450MG TAB | $0.39 |
| LORAZEPAM 2MG/ML INJ | $1.68 |
| LOSARTAN 100MG TAB | $0.30 |
| LOSARTAN POTASSIUM 50MG TAB | $0.23 |
| Lovastatin 40 mg | $0.34 |
| LUBRISOFT UNSCENTE | $0.01 |
| Mag Oxide 400 mg | $0.02 |
| Magic Mouth Wash | $0.07 |
| MAGIC MOUTHWASH (LID/BEN/MA) | $0.07 |
| MAGNESIUM OXIDE 400MG TAB | $0.07 |
| MEDROXYPROGESTERONE 10MG TAB | $0.27 |
| MEGESTROL AC 40MG/ML SUS | $0.21 |
| MELOXICAM 15MG TAB | $0.05 |
| MELOXICAM 7.5MG TAB | $0.04 |
| METHIMAZOLE 5MG TAB | $0.33 |
| METHOTREXATE 2.5MG TAB | $2.75 |
| METHYLPREDNISOLONE 4MG TAB | $1.29 |
| METOCLOPRAMIDE HCL 10MG TAB | $0.07 |

# Hidalgo Pricing
# Exhibit B-3

| | |
|---|---|
| Metoprolol 50 mg | $0.03 |
| METRONIDAZOLE 1% GEL | $4.33 |
| MICONAZOLE 2% TOPICAL CRM | $0.10 |
| MICONAZOLE VAG CREAM 2% CRM | $0.12 |
| MINOXIDIL 2.5MG TAB | $0.21 |
| MUPIROCIN 2% OINT | $0.41 |
| MYCOPHENOLIC ACID DR 360 CAP | $7.31 |
| Mylanta 12 oz | $0.01 |
| Nadolol 20 mg | $2.74 |
| Namenda XR 21 mg | $12.92 |
| Navane 10 mg | $2.69 |
| Navane 5 mg | $1.91 |
| NEOMYCIN-POLYMYXIN HC 1% OTIC SUS | $7.01 |
| Neo-Poly HC 1% otic soln | $4.61 |
| NEO-POLY-HC 1% OTIC SOLN | $4.61 |
| NEXIUM 20MG OTC CAP | $0.64 |
| NIFEDIPINE 60MG ER TAB | $1.13 |
| NIFEDIPINE ER OSMOTIC RELEASE 90MG TAB | $1.92 |
| NITROFUR MAC 100MG CAP | $3.04 |
| NITROFURANTOIN MONO MACRO 100MG CAP | $2.56 |
| NORTRIPTYLIN 50MG CAP | $0.19 |
| NORTRIPTYLINE HCL 25MG CAP | $0.14 |
| Norvir 100 mg | $8.57 |
| Novolog 70/30 vial | $26.49 |
| NYSTATIN 100,000 CRM | $0.82 |
| ODEFSEY TAB | $83.59 |
| OLANZAPINE 10MG TAB | $1.17 |
| OLANZAPINE 15MG ODT TAB | $18.09 |
| OLANZAPINE 15MG TAB | $1.49 |
| Olanzapine 20 mg | $1.99 |
| OLANZAPINE 20MG TAB | $1.99 |
| OLANZAPINE 5MG TAB | $1.55 |
| OLANZAPINE 7.5MG TAB | $0.80 |
| Omnicef 300 mg | $2.55 |
| Ondansetron 4 mg | $0.44 |
| PANTOPRAZOLE SODIUM 40MG TAB | $0.13 |
| PERPHENAZINE 4MG TAB | $1.21 |
| Pharbechlor 4 mg | $0.01 |
| PHENAZOPYRID 200MG TAB | $2.60 |
| Pilocarpine 2% op sol | $5.38 |
| PILOCARPINE HCL 2% OP SOL | $5.38 |
| PINK BISMUTH 262MG TAB | $0.08 |
| PIOGLITAZONE HCL 15MG TAB | $0.33 |
| POTASSIUM CL ER 10MEQ TAB | $0.80 |

# Hidalgo Pricing
# Exhibit B-3

| | |
|---|---|
| PRAVASTATIN 20MG TAB | $0.55 |
| PRAVASTATIN 40MG TAB | $0.81 |
| Prazosin 1 mg | $0.54 |
| Prazosin 2 mg | $0.79 |
| PRAZOSIN HCL 5MG CAP | $1.31 |
| PRENATAL TABLET OTC TAB | $0.03 |
| Prezcobix | $55.81 |
| Prezcobix 800-150 | $55.81 |
| Prezista 800 mg | $48.83 |
| PRIMIDONE 50MG TAB | $0.44 |
| Procardia XL 60 mg | $1.81 |
| PROPRANOLOL HCL ER 80MG ER CAP | $2.41 |
| Prozac 20 mg | $0.05 |
| Prozac 40 mg | $0.74 |
| Pulmicort 0.25mg/2ml | $3.77 |
| Pulmicort 0.5mg/2ml | $4.43 |
| Pulmicort 1mg/2ml | $9.23 |
| Pyridium 100 mg | $0.80 |
| Pyridium 200 mg | $1.56 |
| Quetiapine 100 mg | $0.44 |
| QUETIAPINE FUMARATE 25MG TAB | $0.10 |
| QVAR 40MCG INHO | $17.00 |
| RANEXA ER 500MG TAB | $5.56 |
| Reguloid 10oz | $0.02 |
| RENAL CAPS SOFTGEL CAP | $0.47 |
| ROPINIROLE 2MG TAB | $0.59 |
| ROPINIROLE HCL 1MG TAB | $0.56 |
| Seroquel 400mg | $0.93 |
| SILVASORB GEL | $0.69 |
| SPIRIVA HANDIHLR CAP | $11.36 |
| SPIRONOLACT 100MG TAB | $0.74 |
| Spironolactone 25 mg | $0.20 |
| SPIRONOLACTONE 50MG TAB | $0.43 |
| Stelazine 2 mg | $0.90 |
| Strattera 40 mg | $14.32 |
| Strattera 60 mg | $14.32 |
| SUCRALFATE 1GM TAB | $0.24 |
| SUDOGEST 60MG TAB | $0.06 |
| SULFASALAZINE 500MG TAB | $0.22 |
| SUMATRIPTAN 25MG TAB | $1.97 |
| SUSTIVA 600MG TAB | $32.69 |
| SYMBICORT 160-4.5 AER | $30.26 |
| Symbicort 80/4.5 | $26.48 |
| TAMSULOSIN HCL 0.4MG CAP | $0.39 |

# Hidalgo Pricing
# Exhibit B-3

| | |
|---|---|
| TERBINAFINE 1% CREM | $0.38 |
| TERBINAFINE HCL 250MG TAB | $0.43 |
| Tessalon Perles 100 mg | $0.30 |
| Tetanus inj 0.5ml | $39.60 |
| THIOTHIXENE 10MG CAP | $2.69 |
| Tivicay | $51.19 |
| TOBRAMYCIN 0.3% OP SOL | $3.48 |
| TRAMADOL 50MG TAB | $0.07 |
| Triamcinolone Cream 1lb | $0.04 |
| TRIHEXYPHENIDYL 2MG TAB | $0.15 |
| Triumeq | $86.63 |
| TRUVADA TAB | $48.88 |
| Tussin 15ml | $0.02 |
| VALSARTAN 40MG TAB | $3.24 |
| Valtrex 1gm | $1.30 |
| Valtrex 500 mg | $0.77 |
| VENLAFAXINE 100MG TAB | $1.04 |
| VENLAFAXINE 37.5MG TAB | $0.80 |
| Venlafaxine 75 mg | $0.36 |
| VENTOLIN HFA INHALER AER | $2.90 |
| Vigamox 0.5% gtts | $51.65 |
| VIREAD 300MG TAB | $34.41 |
| VIT D2 50,000 UNITS CAP | $1.35 |
| Vitamin b-1 100 mg | $0.03 |
| VITAMIN C 1000MG TAB | $0.04 |
| VITAMIN D3 1,000 UNIT TAB | $0.02 |
| VITAMIN E 200 UNITS CAP | $0.05 |
| VITAMIN E 400 UNITS CAP | $0.04 |
| VP-VITE RX TAB | $0.15 |
| WARFARIN 2MG TAB | $0.36 |
| WARFARIN 3MG TAB | $0.43 |
| WARFARIN 5MG TAB | $0.33 |
| WARFARIN 6MG TAB | $0.54 |
| ZINC OXIDE 20% OINT | $0.11 |
| ZIPRASIDONE 80MG CAP | $1.50 |
| ZONISAMIDE 100MG CAP | $1.45 |

E-17-023-12-13

**Hidalgo County Purchasing Department**
**2812 S. Business Highway 281**
**Edinburg, Texas 78539**
**(956) 318-2626/ Fax: (956) 318-2629**

December 8, 2016

**MAO Westwood Pharmacy, Incorporated**
d/b/a **Westwood Pharmacy**
**Attn:** Hunter Hoggatt, Vice President
**c/o** Ms. Sarah Haislip, Bus. Dev./Client Relations
5823 Patterson Avenue
Richmond, VA 23226
**P** (804) 288-1933 **C** (804) 519-3383

via email: hunter.hoggatt@westwoodpharmacy.com
via email: sarahann@westwoodpharmacy.com
**Term: January 17, 2017 – January 16, 2018**

**Re: Extension/Renewal & HB 1295 Form Notice**
**Extension/Renewal to Contract No. E-16-039-01-05** (C-13-145-01-14) - **(Legend & Non-Legend Pharmaceuticals (on an as needed basis) for Hidalgo County Sheriff's Office**

Dear Mr. Hoggatt:

Be advised, that in order to proceed with the County's option to extend/renew for the **Second (2nd) & FINAL** year of the additional two (2) one (1) year periods (under the same rates, terms and conditions) with **MAO Westwood Pharmacy, Incorporated** for the referenced project, the County is required, as of **January 1, 2016**, to comply with the **Texas Government Code, §2252.908,** and the rules issued by the **Texas Ethics Commission** found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code. In accordance with these requirements for the type of contract being considered, a business must submit a completed **Certificate of Interested Parties Form 1295**, to the County before the County may enter into a contract with the business entity.

Thus, in order for County staff to process the above referenced extension/renewal; you must complete Form 1295 and file Form 1295 with the Texas Ethics Commission. You can find the 1295 Form through the Texas Ethics Commission at the following website:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

In box 3 of **Form 1295**, provide **Renewal/Extension No. E-17-023-00-00**. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office by the deadline stated below.

In order to proceed with approval of **[Renewal/Extension]** for referenced project by **Commissioners Court**, the signed and notarized"**HB Form 1295"** with **"Extension Notice"** must be received in our office completed via fax to (956) 292-7612 or via email to: Leticia.saenz@co.hidalgo.tx.us **by no later than Friday, December 9, 2016.** Hidalgo County cannot enter into a contract until Form 1295 is submitted, therefore, failure to timely submit Form 1295 signed, and notarized may result in delay of award.

In, addition, please include your ***"Updated Certificate of Insurance"*** with acknowledgment of receipt to this notice by signing below and returning to the Hidalgo County Purchasing Department, via email: leticia.saenz@co.hidalgo.tx.us by no later than date reflected above.

By: _____ Date: _____
Hunter Hoggatt, Vice President

Hidalgo County Purchasing Department welcomes and appreciates your participation in the contract process. If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,
Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/lhs

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295



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

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
2016-146137

**Date Filed:**
12/14/2016

**Date Acknowledged:**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**
Westwood Pharmacy
Richmond, VA United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**
Hidalgo County Sheriff's Office

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**
E-17-023-00-00
Pharmaceuticals

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

**5 Check only if there is NO Interested Party.** [X]

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said George Stephen Dowdy, this the 14th day of December, 20 16, to certify which, witness my hand and seal of office.

PATRICIA NICOLE SHARP
NOTARY PUBLIC
REG. #7652820
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES JUNE 30, 2019

Signature of officer administering oath | Printed name of officer administering oath: Patricia Nicole Sharp | Title of officer administering oath: Notary

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



Complete Nos. 1 - 4 and 6 if there are interested parties.
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**OFFICE USE ONLY**
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Hidalgo County Sheriff's Office

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E-17-023-00-00
Pharmaceuticals

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

**5 Check only if there is NO Interested Party.** [X]

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

WESTPHA-01 MARAP

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/23/2015

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

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

| | |
|---|---|
| PRODUCER<br>Morgan-Marrow Company<br>21 Manhattan Square<br>Hampton, VA 23666 | CONTACT NAME: Mara S. Powell<br>PHONE (A/C, No, Ext): (757) 865-1900 FAX (A/C, No): (757) 865-1478<br>E-MAIL ADDRESS: |
| INSURED<br>Westwood Pharmacy, MAO Pharmacy t/a<br>5823 Patterson Avenue<br>Richmond, VA 23226 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A : Ohio Security Insurance Company — 24082<br>INSURER B : Ohio Casualty Insurance Company — 24074<br>INSURER C : Employers Preferred Insurance Company — 10346<br>INSURER D :<br>INSURER E :<br>INSURER F : |

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | | |
|---|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>X Professional Liab.<br>X Liquor Liab.<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY PRO-JECT LOC<br>OTHER: | | | BZS56371022 | 01/01/2016 | 01/01/2017 | EACH OCCURRENCE | $ | 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ | 1,000,000 |
| | | | | | | | MED EXP (Any one person) | $ | 15,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ | 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ | 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ | 2,000,000 |
| | | | | | | | | $ | |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>X HIRED AUTOS<br>X NON-OWNED AUTOS | | | BAS56371022 | 01/01/2016 | 01/01/2017 | COMBINED SINGLE LIMIT (Ea accident) | $ | 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | $ | |
| | | | | | | | BODILY INJURY (Per accident) | $ | |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ | |
| | | | | | | | | $ | |
| B | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED X RETENTION $ 10,000 | | | USO56371022 | 01/01/2016 | 01/01/2017 | EACH OCCURRENCE | $ | 5,000,000 |
| | | | | | | | AGGREGATE | $ | 5,000,000 |
| | | | | | | | | $ | |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | EIG2172979-01 | 01/01/2016 | 01/01/2017 | X PER STATUTE OTH-ER | | |
| | | | | | | | E.L. EACH ACCIDENT | $ | 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ | 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ | 1,000,000 |
| | | | | | | | | | |

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

**CERTIFICATE HOLDER**

Hidalgo County
Purchasing Department
Attn: Virginia
2802 S. Bus. Hwy. 281 New Administration Bldg.
Edinburg, TX 78539

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**SPECIAL MEETING - December 13, 2016**

**BE IT REMEMBERED, that on this 13th day of December A.D., 2016, there was begun and held a SPECIAL MEETING of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:**

| | |
|---|---|
| HONORABLE RAMON GARCIA | HIDALGO COUNTY JUDGE |
| HONORABLE A.C. CUELLAR, JR. | COMMISSIONER, PRECINCT NO. 1 |
| HONORABLE EDUARDO "EDDIE" CANTU | COMMISSIONER, PRECINCT NO. 2 |
| HONORABLE JOE M. FLORES | COMMISSIONER, PRECINCT NO. 3 |
| HONORABLE JOSEPH PALACIOS | COMMISSIONER, PRECINCT NO. 4 |

**and ARTURO GUAJARDO, JR., COUNTY CLERK & EX-OFFICIO CLERK OF THE COMMISSIONERS' COURT of Hidalgo County, Texas, wherein the following proceedings were had, to-wit:**

# AGENDA
# CC REGULAR CONSENT
# COMMISSIONERS' COURT
# December 13, 2016
# 9:30 A.M.

**NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:**

## NOTICE TO THE PUBLIC
## CONSENT AGENDA

**The following items are of a routine or administrative nature. The Commissioners' Court has been furnished with background and support on each item, and/or it has been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by a Court Commissioner, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote.**

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval for the exception of Item.11.B.3. to be further discuss.

**Vote:** 5 - 0 - Unanimously

| | | | |
|---|---|---|---|
| **1.** | | **AI-57786** | **Approval of check register and payment of claims and bills** - (Payments from Juvenile Probation, Adult Probation, LEOSE Fund, DA Motor Vehicle Theft Fund, DA Check Fraud Fund, DA Forfeiture Fund, Sheriff Forfeiture Funds, Constable Forfeiture Funds, HIDTA Forfeiture Funds and VIT Interest Fund are presented for recording purposes only.) |
| **2.** | | | **Auditor's Office:** |
| | **A.** | **AI-57788** | Presentation of Fund Information Report |
| **3.** | | | **2016 Intradepartmental transfers:** |
| | **A.** | **AI-57782** | 2016 - Executive Office (1100) |
| | **B.** | **AI-57760** | 2016 - Sheriff's Office (1100) |
| | **C.** | **AI-57761** | 2016 - Tax Office (1100) |
| | **D.** | **AI-57753** | 2016 - I. T. Department (1100) |
| | **E.** | **AI-57741** | 2016 - Pct. 1 Parks (1100) |

**B.** **AI-57659** Approval of Monthly Special Services Report: November

**C.** **AI-57658** Approval of Monthly Texas Department of Agriculture Meals/Snacks Report: November

**D.** **AI-57657** Approval of Monthly Children's Applications Report for Program Year 2016-2017

**10.** **Budget & Management:**

**A.** **AI-57754** Approval of medical coverage effective date correction as per revised report received from ETC for the employees listed below previously approved on CC 11/15/16 AI-57271.
1. E#211060 effective 11/1/16
2. E#212300 effective 2/1/17

**B.** **AI-57639** 1. Approval of reimbursement in the amount of $765,113.13 to Blue Cross Blue Shield Insurance Company for claims paid on behalf of Hidalgo County from 11/19/16 to 12/02/16.

| | |
|---|---|
| 11/19-25/16 | $296,863.71 |
| 11/26-30/16 | $221,737.92 |
| 12/01-02/16 | $246,511.50 |
| TOTAL | $765,113.13 |

2. Approval of wire transfer to cover claims paid.

**C.** **Interfund transfers:**

**1.** **AI-57772** Pct. 1 Rd. Maint (1200):
Approval of 2016 interfund transfer from Co. Wide Adm.-Contingency (1100) to Pct. 1 Rd. Maint (1200) in the amount of $145,000.00 to fund general supplies & gasoline year-end expenses.

**2.** **AI-57713** TXDOT-Pct 1 (1315):
Approval of 2016 interfund transfer from CO2016-Pct 1 (1350) to various TXDOT-Pct 1 projects (1315) in the amount of $22,743.00 to fund recent Change Order #5 for the Mile 2 West Project and Advance Funding Agreement (AFA) for the Charles Green (CR342) Bridge Rehabilitation Project.

**11.** **Purchasing Dept:**
**Notes:**
**A. FOR ANY CONTRACTS(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.**

**B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING**

**PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).**

**A.** **AI-57779** Acceptance and approval of Supplemental Agreement No. 2 to *increase the "term" expiring, December 9, 2018* for agreement #C-13-336-12-10 with and as submitted by L&G ENGINEERING for ongoing project: (FM 1925) from FM 907 (Alamo Rd) East to East of SH 68 (Uresti Street) within Hidalgo County Precinct No. 4.

**B.** **AI-57728** 1. Authority to exercise the Sixth (6th) Year of the additional nine (9) one (1) year option to extend/renew under the current lease agreement #E-16-037-01-05 (C-11-026-03-21) with O.E. INVESTMENTS, LTD.- "LEASE OF TOWER SPACE" for the Sheriff's Office,(under the same rates, terms and conditions), effective, 03/01/17.
2. Authority to exercise the Second (2nd) Year of the additional three (3) one (1) year option to extend/renew under the current agreement #E-16-038-01-05 (C-14-001-02-11) with SOUTH TEXAS COMMUNICATIONS, INC. for the "Repairs, Installation and Removal of Communications Radio and Tower Miscellaneous Equipment (on an as needed basis)" for the Sheriff's Office, (under the same rates, terms and conditions), effective, 03/01/17.

**APPROVED**

3. Requesting authority to exercise the second (2nd) year of the additional two (2) one (1) year option to extend/renew under the current contract #E-16-039-01-05 with MAO WESTWOOD PHARMACY d/b/a WESTWOOD PHARMACY for:"LEGEND and NON-LEGEND PHARMACEUTICALS"(on as needed basis) for the Sheriff's Office, (under the same rates, terms and conditions), effective 01/17/17.

Mr. Guerra informed that the form 1295 was not attached with regards to Item.11.B.3. Therefore, the auditor's office couldn't determine compliance. Guerra requested for the court to take action subject to compliance of form 1295.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval subject to compliance of form 1295.

**Vote:** 5 - 0 - Unanimously

*Guerra stated that this is in compliance with Sec. 2252.908 of gov. code.*

**C.** **AI-57724** Acceptance and approval of Request for Payment-Application No. 1 in the amount of $26,876.70 Herrcon, LLC, awarded contractor for the Autopsy Facility Space Pressure Control, and as certified for payment by project engineer, Halff Associates, Inc.

**REQUIREMENTS AGREEMENT**
**C-13-145-01-14**

**THIS AGREEMENT** (the "Agreement") is entered into effective as of the **14th** day of **January, 2014** by and between **MAO Westwood Pharmacy, Incorporated** d/b/a **Westwood Pharmacy** ("Seller") and **Hidalgo County, Texas** ("Buyer").

**WHEREAS,** Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo Buyer** including for the **Legend & Non-Legend Pharmaceuticals (on an as needed basis),** (the "Product") as further described in Exhibit "A", Request for Sealed Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of **two (2) years** and;

**WHEREAS,** Seller has submitted a proposal to supply Buyer's requirements; and

**WHEREAS,** Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

**NOW THEREFORE,** for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

TERM 1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, the Product listed on Exhibit "B", which is attached hereto and incorporated herein by reference, that Buyer may require for use by Buyer in Buyer's projects for a period of a **two (2) years** with the Buyer's option to extend for an additional two (2) one (1) year terms under the same rates, terms and conditions. Buyer also reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. The initial term of this Contract shall commence on **January 17, 2014** and expire on **January 16, 2016,** and it is agreed that the Product will meet the Specifications in the Request for Sealed Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Product to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Product required. The Product shall be delivered by Buyer to the location in Hidalgo Buyer specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo Buyer, Texas. The parties hereby consent to personal jurisdiction in Hidalgo Buyer, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer:

Hidalgo County
Attn: County Judge
302 West University Drive
Edinburg, Texas 78539

If to Seller:

**MAO Westwood Pharmacy, Incorporated**
d/b/a **Westwood Pharmacy**
Attn: Hunter Hoggatt, Vice President
5823 Patterson Avenue
Richmond, VA 23226

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

f. **Termination.** Buyer may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

g. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

h. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

i. **Assignment.** This Agreement shall not be assignable.

j. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

k. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

l. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

m. **Insurance.** Seller shall provide, to the extend it deems necessary, insurance in force on all persons connected with providing services under this Contract naming Buyer as an additional insured, and shall furnish to Buyer certificates of such insurance coverage Exhibit “C”, which is attached hereto.

n. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this

Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

o. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Buyer, or for any elected official, department head or employee or former elected official, department head or employee of Buyer, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Buyer.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Buyer, or any person associated therewith, as an inducement for the award of a subcontract or order.

**EXECUTED** effective as of the day and year first above written.

***Approved by Commissioner's Court: January 14, 2014.***

**APPROVED AS TO FORM:**
**Atlas & Hall, LLP**

By: _____
Stephen L. Crain, Attorney

**BUYER:**
**COUNTY OF HIDALGO**

By: _____
Ramon Garcia, Buyer Judge

Approved by Commissioners' Court
on 1/14/14 RD

**ATTEST:**

_____
Arturo Guajardo Jr., Buyer Clerk

**SELLER:**
**MAO Westwood Pharmacy, Incorporated**
d/b/a **Westwood Pharmacy**

By: _____
Printed Name: Hunter Hoggatt
Title: Vice President

# EXHIBIT “A”

REQUEST FOR SEALED BIDS (RFB) PROCUREMENT PACKET

**Hidalgo County Purchasing Department**
**New Administration Building**
**2812 S. Business Highway 281**
**Edinburg, Texas 78539**
**(956) 318-2626/ Fax: (956) 318-2629**

December 09, 2013

**Participant's name**

**Address**

**City**

**State, Zip Code**

Re: ***Hidalgo County Sheriff's Office***
**Request for Bids –*Legend and Non-Legend Pharmaceuticals***
**Bid No: 2013-145-12-27-SMA**

**Dear Prospective Bidders:**

**Enclosed please find a Request for Bid (RFB) packet for your review and consideration.**

**Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.**

**If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.**

**Sincerely,**

Martha L Salazar

**Martha L. Salazar, CPPB**
**Hidalgo County Purchasing Agent**

MLS/sma
Enclosures

**Hidalgo County Purchasing Department**
**2812 S. Business Highway 281**
**Edinburg, Texas 78539**
**(956) 318-2626/ Fax: (956) 318-2629**

# REQUEST FOR BIDS (RFB)

## *Hidalgo County Sheriff's Office*
## *"Legend & Non-Legend Pharmaceuticals"*

## RFB NO: 2013-145-12-27-SMA

## Table of Contents


| Item | Description | No. of Pages |
|---|---|---|
| 1. | **Request for Bid Letter** | **1** |
| 2. | **Request for Bid, Legal Notice** | **8** |
| 3. | **Exhibit "A" Specifications** | **5** |
| 4. | **Exhibit "B" Bid Page** | **11** |
| 5. | **Exhibit "C" Insurance Requirements** | **4** |
| 6. | **Exhibit "D" CIQ Conflict of Interest Questionnaire** | **1** |
| 7. | **Vendor/Bidder Application and W-9 form** | **6** |
| 8. | **Certification Regarding Debarment** | **1** |
| 9. | **Draft Requirement Agreement** | **8** |


The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626 or via email to sandra.montalvo@co.hidalgo.tx.us, and advise of missing documentation.

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB, Purchasing Agent

December 09, 2013
Date

| Bid No: 2013-145-12-27-SMA | Buyer: Sandra Montalvo | Tel. No: (956) 318-2626 ext 4865 |
|---|---|---|

# REQUEST FOR BIDS

## *Hidalgo County Sheriff's Office*

## *"Legend & Non-Legend Pharmaceuticals*

## BID OPENING DATE: December 27, 2013 @ 9:30 a.m.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
956 318-2626

Form HCPD-03

1. Sealed bids will be received for "**HIDALGO COUNTY SHERIFF'S OFFICE-*"Legend & Non-Legend Pharmaceuticals"*** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **One (1) original and three (3) copies** of all bids are required with the bidders name and return address clearly typed and or/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"RFB No. 2013-145-12-27-SMA-HIDALGO COUNTY SHERIFF'S OFFICE-*"Legend & Non-Legend Pharmaceuticals"*** and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 AM WEDNESDAY, DECEMBER 27, 2013.**

   **NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO RFB No.-2013-145-12-27-SMA-HIDALGO COUNTY SHERIFF'S OFFICE- *"Legend & Non-Legend Pharmaceuticals"*.**

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; **B.** reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and **C.** award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service

data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order and Contract Number (if any)
  d) Notation-**"HIDALGO COUNTY SHERIFF'S OFFICE-*"Legend & Non-Legend Pharmaceuticals*** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
2808 S. Bus. Hwy. 281
Edinburg, Texas 78539
(956) 318-2511
Attn: Accounts Payable

17. **SCHEDULE OF EVENTS**

| | |
|---|---|
| **Bid Opening, 9:30 A.M.** | **DECEMBER 27 , 2013** |
| Award of Contract | 2013 |
| Commence Work or Deliver Products | 2013 |

18. **BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT (if applicable):**

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **DISCLOSURE OF CONFLICT OF INTEREST**

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or

of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
**HIDALGO COUNTY SHERIFF'S OFFICE**
***"Legend & Non-Legend Pharmaceuticals***

To: Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

# EXHIBIT "A"

**Specifications/Requirements**
**Hidalgo County Sheriff's Office**
***"Legend and Non-Legend Pharmaceuticals"***
***Bid No: 2013-145-12-27-SMA***

## SCOPE OF SERVICES:

1) Hidalgo County is requesting bids from firms that can adequately demonstrate that they have the resources, experience and qualifications necessary to provide Pharmaceutical Services & Infirmary Medical Supplies to: provide legend (prescription medications) and non-legend (over-the-counter) pharmaceuticals in a timely fashion; ensure that pharmaceutical services meet the county and state jail standards; ensure quality, yet cost effective, medications delivery system; maintain adequate records on medications ordered as well as patient profiles; and audit pharmaceutical delivery system on an *"AS NEEDED BASIS ONLY"*, for Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) Ordering and delivery will involve approximately one (1) location, located at 711 El Cibolo Road, Edinburg, Texas 78542.

2) There will be a prescription issued either by telephone or in writing by the attending physician for any and all *legend (prescribed) and or Non-legend items (non-prescribed)* items in accordance with the Texas Pharmacy Act and related regulations

3) ***Legend items (prescribed)*** will be ordered on an ***"AS NEEDED BASIS"*** only. There will be a prescription issued either by telephone or in writing by the attending physician for any and all legend items in accordance with the Texas Pharmacy Act and related regulations.

4) ***Non-legend items (non-prescribed)*** will be ordered on an ***"AS NEEDED BASIS"*** only. Bid information will be furnished to Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary). Vendors will offer Hidalgo County Sheriff's Office-Adult Detention Center Non-Legend Pharmaceuticals at a rate of COST plus a dispensing fee per prescription.

5) Vendor agrees that to the extent an item is unavailable from its own inventory; Vendor will be responsible for locating an alternative supplier and for providing the product or service to Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) for the bid price.

6) Vendor(s) may submit a bid for **ITEM 1 ONLY**, for **ITEM 2 ONLY**, or for both items.

## ITEM No. 1

***Legend items (prescribed)***

**a)** Vendors will provide pricing per unit and of all of the Legend medications. ***Generic medication pricing preferred.***

**b)** All bids must be based on cost plus a dispensing fee per prescription for all medications. Use of Generic medication if prefer whenever possible.

***Note:*** **All legend items will be ordered and delivered by vendor during regular business hours only, unless item(s) are of emergency, therefore, item (s) must be delivered within a six to eight hour time frame.**

**c)** The Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) is including the Unit Dose System as part of the contract. The unit dose system is designed with security in mind. It has an anti- pilferage that keeps secure and is in compliance with state regulations

- The Unit Dose System consists of pill cards and by quantity "non individual dose". Each medication is individually heat-sealed in ***"blister pack medication cards."***

- Each medication card is labeled with patient name when requested, doctor's name, the name of the medication, its strength, patient instructions, and quantity. This provides quick, accurate, and efficient inventory control.

- Each complete card set consists of a folding card with a foil sheet attached and a plastic pill cavity. Available in 30, 31, 60 and 90 dose cards. (Sample: Universal Card Size is 5¼" wide x 8½" high).

**d)** The Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) requires generic substitute in all instances where an A-B rated equivalent drug is available unless specifically instructed otherwise by the attending physician placing the drug order, or his agent.

## ITEM No. 2
## *Non-legend items (non-prescribed)*

a) Vendor will supply Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) requirements of non-prescription drugs for the contract period. Non-prescription items will be ordered approximately every month on a one-time per month basis.

b) Vendor will provide non-legend drugs to the Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) at cost plus a dispensing fee per prescription on all purchases by Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary).

**Note: All non-legend items will be ordered and delivered by vendor during regular business hours only, unless item(s) ordered are of emergency; therefore, item(s) must be delivered with a six to eight hour time frame.**

The prescribed and non-prescribed items are listed on refer to Exhibit ***B-Bid Page.*** This list should not be understood to be an exhaustive listing of all non-legend items which may be required by Hidalgo County Adult Detention Center (Jail Infirmary).

**REQUIREMENTS:**

1) Vendor must be license in the State of Texas comply with all State and Federal Laws.

2) Vendor is required to have at least one local pharmacy located in Hidalgo County for emergency purpose only.

3) Vendor must have at 24 hours Pharmacist Services assistance.

4) Prices must include all Pharmacists' services including all delivery fees.

5) Vendor will provide stock bottles (upon request) when ordered.

6) Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable **INCOMPLETE** submittals shall be considered a probable cause for disqualification.

7) Vendor will provide delivery of **antibiotics ordered within six (6) to eight (8) hours time frame**. All legend (prescribed) items will be ordered and delivered by vendors during regular business hours only, unless items are of emergency, therefore, item (s) must be delivered **within a six(6) to eight(8) hour time frame.**

8) Vendors representative must be available to respond to all calls from Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) to assist in the resolution of complaints and problems regarding orders and deliveries and the return of any and/or all goods.

9) Vendors must provide point of contact, telephone number of a representative who may be contacted whenever problems arise concerning services. No telephone numbers provided for this purpose shall be serviced through an answering machine or other automatic answering device, or in any manner to impede immediate access to a representative capable of addressing problems.

10) The awarded vendor must provide a Medical Administration Record Report for any Pharmaceuticals/medications ordered by physician to the Infirmary Nurse for the Department's Records.

11) ADDITIONS/DELETIONS:
The County reserves the right to add and/or delete products/medications and/or services provided under same term and conditions of this Contract.

12) **INVOICING**
Itemized invoices shall accompany all items purchased by the HCSO. All invoices shall include the following:
- Hidalgo County Sheriff's Office PURCHASE ORDER and CONTRACT NUMBER
- First and last name of employee who placed the order
- inmate name, DOB, inmate number
- Quantity ordered
- brand or generic
- Quantity shipped/backordered
- Date ordered and date delivered
- Description and product number for each line item
- Unit price
- Extended dollar amount
- Invoice total

13) **TERMS & CONDITION:**
1) Term of the contract will commence upon termination of current contract and will continue for a period of two (2) year with the County's option to extend for two (2) additional one (1) year terms under the same rates, terms and conditions.

2) Hidalgo County reserves the right to continue this bid for an additional sixty (60) day Grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

3) Hidalgo County reserves the right to seek purchases for "Legend and Non- Legend Pharmaceutical" from State Awarded contracts whenever it is in the County's best interest to do so.

4) Award of contract shall be made to the most responsible, responsive Vendor, whose offer is determined to be the best value, taking into consideration the relative importance of price. Hidalgo County reserves the right to be the sole judge as to whether items bid will serve the purpose intended. Hidalgo County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Hidalgo County reserves the right to award based upon individual line items, sections or total bid.

5) Items may be substituted by vendors but, must be equal or better and must be approved by the Hidalgo County if quoted item is out of stock.

6) Vendor must provide and maintain proof of Automobile, General and Worker's Compensation Insurance's (Refer to Exhibit "C", Insurance Requirements).

14) **MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:** Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility.

1) **Requesting Price Adjustment:**
Upon written request of the Vendor to the Hidalgo County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all
- Orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

## ADDITIONAL INFORMATION:

All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the Vendor and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, 2812 S. Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA EMAIL TO sandra.montalvo@co.hidalgo.tx.us by NO LATER THAN 5:00 P.M, DECEMBER 16 2013.** Responses to said inquires will be send via email to all applicants by no later than, **5:00p.m., DECEMBER 18, 2013.**

# EXHIBIT "B"

**Bid Page**

**Hidalgo County Sheriff's Office**

***"Legend & Non-Legend Pharmaceuticals"***

***Bid No: 2013-145-12-27-SMA***

****GENERIC MEDICATIONS PRICING PREFERRED.***

| | |
|---|---|
| Does vendor offer 24 hours Pharmacist services assistance? | ☐ **Yes** ☐ **No** |
| Does vendor have at least one local pharmacy located in Hidalgo County for emergency purpose only? | ☐ **Yes** ☐ **No** |
| Vendors will offer Hidalgo Co. Sheriff's Office –Adult Detention Center Non-Legend Pharmaceuticals at a rate of Cost plus a dispensing fee per prescription | **$**_____ |

| | MEDICATION DESCRIPTION | UNIT PRICE (per pill/tablet/vial | | TOTAL PRICE | |
|---|---|---|---|---|---|
| 1. | ABILIFY -*BRAND NAME RX*<br>ARIPIPRAZOLE- GENERIC | 5MG | | 5MG | |
| | | 10MG | | 10MG | |
| 2. | ACETAMINOPHEN- 500 MG EXTRA-STRENGTH *OTC* | | | | |
| 3. | ACYCLOVIR 800MG *RX* | | | | |
| 4. | ALBUTEROL INHALER 90MCG *RX* | | | | |
| 5. | ALBUTEROL .083% NEBULIZER SOLUTION *RX (3ML)* | | | | |
| 6. | AMITRIPTYLINE 25MG *RX* | | | | |
| 7. | AMITRIPTYLINE 50MG *RX* | | | | |
| 8. | AMMONIA INHALANTS AMPULES *OTC* | | | | |
| 9. | AMOXICILLN 500 MG *RX* | | | | |
| 10. | APRODINE *RX* | 60MG | | 60MG | |
| | | 2.5MG | | 2.5MG | |
| 11. | ARTIFICIAL TEAR EYE SOLUTION | | | | |
| 12. | ATRIPLA *RX* | | | | |
| 13. | ATRIPTLA *RX* | 200 MG | | 200 MG | |
| | | 300 MG | | 300 MG | |
| | | 600 MG | | 600 MG | |
| 14. | TRIAMCINALONE 0.1 % *RX* | | | | |
| 15. | ATORVASTATIN 20 MG *RX* | | | | |
| 16. | ATORVASTATIN 40MG *RX* | | | | |
| 17. | ASA EC *OTC* | 81 MG | | 81 MG | |
| | | 325 MG | | 325 MG | |
| 18. | ASA EC 325MG *OTC* | | | | |
| 19. | ATENOLOL 50MG *RX* | | | | |
| 20. | AUGMENTIN XR 1000MG *RX* | | | | |
| 21. | AZITHROMYCIN 250MG *RX* | | | | |
| 22. | BENICAR 20MG | | | | |
| 23. | BENZOYL PEROXIDE LOTION (ACNE MEDICATION) | | | | |
| 24. | BENZTROPINE 1MG *RX* | | | | |

# EXHIBIT "B"

**Bid Page**

**Hidalgo County Sheriff's Office**

***"Legend & Non-Legend Pharmaceuticals"***

***Bid No: 2013-145-12-27-SMA***

| | | | | | |
|---|---|---|---|---|---|
| 25. | BETADINE OINTMENT *OTC* | | | | |
| 26. | BISACODYL 5MG E.C. TABS *RX* | | | | |
| 27. | BUPROPION XL 150MG *RX* | | | | |
| 28. | BUSPIRONE 10MG *RX* | | | | |
| 29. | BUPROPION 75MG *RX* | | | | |
| 30. | CARBAMAZEPINE 200 MG *RX* | | | | |
| 31. | CATAPRESS 0.1MG -BRAND NAME CLONIDINE – GENERIC *RX* | | | | |
| 32. | CEFTRIAXONE INJECTION 500MG *RX* | | | | |
| 33. | CENTRUM *OTC* | | | | |
| 34. | CEPHALAXIN 500 MG *RX* | | | | |
| 35. | CHLORPHENIRAMINE MALEATE 4MG *RX* | | | | |
| 36. | CIMETIDINE 300MG *RX* | | | | |
| 37. | CIPROFLOXACIN 250MG *RX* | | | | |
| | CITALOPRAM *RX* | 20MG | | 20MG | |
| | | 40MG | | 40MG | |
| 38. | CLINDAMYCIN 150MG *RX* | | | | |
| 39. | CLOTRIMAZOLE VAGINAL CREAM *OTC* | | | | |
| 40. | CORTISPORIN OPHT OINTMENT *RX* | | | | |
| 41. | CORTISPORIN OTIC SOLUTION *RX* | | | | |
| 42. | COLCRYS 0.6mg | | | | |
| 43. | VITAMIN C TABLETS *OTC* | | | | |
| 44. | CRESTOR 10 MG | | | | |
| 45. | CYCLOBENZAPRINE *RX* | 5MG | | 5MG | |
| | | 10MG | | 10MG | |
| 46. | CYMBALTA-*BRAND NAME RX* DULOXETINE-GENERIC | 30 MG | | 30 MG | |
| | | 60MG | | 60MG | |
| 47. | DOCUSATE SOFT GEL 100MG *OTC* | | | | |
| 48. | DE-LICER SHAMPOO | | | | |
| 49. | DEPAKOTE 500 MG *RX* | | | | |
| 50. | DEPAKOTE EC 500 MG *RX* | | | | |

# EXHIBIT "B"

**Bid Page**

**Hidalgo County Sheriff's Office**

***"Legend & Non-Legend Pharmaceuticals"***

***Bid No: 2013-145-12-27-SMA***

| | | | | | |
|---|---|---|---|---|---|
| 51. | DICLOFENAC *RX* | | | | |
| 52. | DICYCLOMINE 20MG *RX* | | | | |
| 53. | DIOVAN *RX* | 80 MG | | 80MG | |
| | | 180 MG | | 180MG | |
| | | 320 MG | | 320MG | |
| 54. | DIPHENHRAMINE 25MG *OTC* | | | | |
| 55. | DIPHENHYDRAMINE 25mg INJECTION*RX* | | | | |
| 56. | DONEPEZIL 5MG *RX* | | | | |
| 57. | DOVONEX CREAM *RX* | | | | |
| 58. | DOXEPIN *RX* | 50MG | | 50MG | |
| | | 100MG | | 100MG | |
| 59. | DOXYCYCLINE 100MG *RX* | | | | |
| 60. | EAR WAX REMOVAL DROPS *OTC* | | | | |
| 61. | EFFEXOR 75MG –BRANDNAME VENLAFAXINE-GENERIC-R*X* | | | | |
| 62. | EFFEXOR XL –BRAND NAME VENLAFAXINE- GENERIC) *RX* | 75MG | | 75MG | |
| | | 150MG | | 150MG | |
| 63. | ENALAPRIL 5 MG *RX* | | | | |
| 64. | EPI PENS *RX* | | | | |
| 65. | EPZICOM | 300MG | | 300MG | |
| | | 600MG | | 600MG | |
| 66. | ERYTHROMYCIN 500 MG *RX* | | | | |
| 67. | FAMOTIDINE 20MG *RX* | | | | |
| 68. | FANAPT- BRAND NAME ILOPERIDONE-GENERIC *RX* | | | | |
| 69. | FERO SUL 325MG *RX* | | | | |
| 70. | FISH OIL 1000MG *RX* | | | | |
| 71. | FLOMAX 0.4MG (NAME BRAND) TAMSULOSIN (GENERIC) *RX* | | | | |
| 72. | FLUCONAZOLE 150MG *RX* | | | | |
| 73. | PROZAC(NAME BRAND FLUOXETINE (GENERIC) *RX* | 20MG | | 20MG | |
| | | 40MG | | 40MG | |
| 74. | FOLIC ACID 1MG *RX* | | | | |
| 75. | LASIX(NAME BRAND) FUROSEMIDE 20 MG (GENERIC) *RX* | | | | |

# EXHIBIT "B"

**Bid Page**

**Hidalgo County Sheriff's Office**

***"Legend & Non-Legend Pharmaceuticals"***

***Bid No: 2013-145-12-27-SMA***

| | | | | | |
|---|---|---|---|---|---|
| 76. | GABAPENTIN *RX* | 100 MG | | 100 MG | |
| | | 300 MG | | 300 MG | |
| | | 400 MG | | 400 MG | |
| 77. | GEMFIBROZILE 300 MG / 600MG *RX* | 300 MG | | 300 MG | |
| | | 600 MG | | 600 MG | |
| 78. | GENTAMICIN OPTH SOLUTION | | | | |
| 79. | GEODON -(BRAND NAME)<br>ZIPRASIDONE HCI-GENERIC) *RX* | 20 MG | | 20 MG | |
| | | 40 MG | | 40 MG | |
| | | 60 MG | | 60 MG | |
| | | 80 MG | | 80 MG | |
| 80. | GLIPIZIDE 10 MG *RX* | | | | |
| 81. | GLUCOGEN KIT RX | | | | |
| 82. | GLUCOPHAGE 500MG (NAME BRAND)<br>METFORMIN 500MG (GENERIC) *RX* | | | | |
| 83. | GLUCOSE GEL *RX* | | | | |
| 84. | GLUCOSE TABS *RX* | | | | |
| 85. | GLYBURIDE 5 MG *RX* | | | | |
| 86. | GUAFENESIN 600 MG *RX* | | | | |
| 87. | GUAIFEN SF (COUGH SYRUP) OTC | | | | |
| 88. | HALDOL *RX* | 2.5 MG | | 2.5 MG | |
| | | 5MG | | 5MG | |
| | | 10 MG | | 10 MG | |
| 89. | HALDOL DEC *RX* | 50 MG/ML | | 50 MG/ML | |
| | | 100 MG/ML | | 100 MG/ML | |
| 90. | HALDOL LAC 5MG/ML *RX* | | | | |
| 91. | HEMORRHOIDAL CREAM *OTC* | | | | |
| 92. | HEMORRHOIDAL SUPPOSITORIES *OTC* | | | | |
| 93. | HYDROCODONE/ACETAMINOPHEN *RX* | 5/325MG | | 5/325MG | |
| | | 7.5/500MG | | 7.5/500MG | |
| | | 10/500MG | | 10/500MG | |
| 94. | HYDRALAZINE 25MG *RX* | | | | |
| 95. | HYDROCHLOROTHIAZIDE *RX* | 12.5 MG | | 12.5 MG | |
| | | 25 MG | | 25 MG | |

# EXHIBIT "B"

**Bid Page**

**Hidalgo County Sheriff's Office**

***"Legend & Non-Legend Pharmaceuticals"***

***Bid No: 2013-145-12-27-SMA***

| | | | | | |
|---|---|---|---|---|---|
| 96. | HYDROSCORTISONE CREAM 1 % *OTC* | | | | |
| 97. | HYDROXYZINE *RX* | 25MG | | 25MG | |
| | | 50 MG | | 50 MG | |
| | | 75 MG | | 75 MG | |
| | | 100 MG | | 100 MG | |
| 98. | HYRDOGEN PAROXIDE *OTC* | | | | |
| 99. | IBUPROFEN *RX* | 200 MG | | 200 MG | |
| | | 400 MG | | 400 MG | |
| | | 600 MG | | 600 MG | |
| | | 800 MG | | 800 MG | |
| 100. | INDOMETHACIN 50MG *RX* | | | | |
| 101. | INVEGA 3MG /6MG *RX* | | | | |
| 102. | KERI LOTION *RX* | | | | |
| 103. | KETOCONOZOLE CREAM RX | | | | |
| 104. | KWELL LOTION 1% *OTC* | | | | |
| 105. | LABETALOL 300MG *RX* | | | | |
| 106. | LACTULOSE SOL. *RX* | | | | |
| 107. | LANTUS INSULIN *RX* | | | | |
| 108. | LATUDA 80MG -BRAND NAME LURASIDONE HCL-GENERIC *RX* | | | | |
| 109. | LEVEMIR INSULIN *RX* | | | | |
| 110. | LEXAPRO (NAME BRAND) ESCITALOPRAM (GENERIC) *RX* | 5 MG | | 5 MG | |
| | | 10 MG | | 10 MG | |
| | | 20 MG | | 20 MG | |
| 111. | LIDANE LOTION *RX* | | | | |
| 112. | LIPITOR BRAND NAME ATROVASTATIN-GENERIC *RX* | 20 MG | | 20 MG | |
| | | 40 MG | | 40 MG | |
| 113. | LITHIUM *RX* | 300 MG | | 300 MG | |
| | | 600 MG | | 600 MG | |
| 114. | LISINOPRIL | 5 MG | | 5 MG | |
| | | 20 MG | | 20 MG | |
| 115. | LOPERAMIDE 2MG *RX* | | | | |

# EXHIBIT "B"

**Bid Page**

**Hidalgo County Sheriff's Office**

***"Legend & Non-Legend Pharmaceuticals"***

***Bid No: 2013-145-12-27-SMA***

| | | | | | |
|---|---|---|---|---|---|
| 116. | LORATIDINE 10MG *RX* | | | | |
| 117. | LORAZEPAM 1MG *RX* | | | | |
| 118. | LORAZEPAM INJ. *RX* | | | | |
| 119. | LOTRISONE CREAM- BRAND NAME (CLOTRIMAZOLE AND BETAMETHASONE-GENERIC) *OTC* | | | | |
| 120. | LOVASTATIN 20MG | | | | |
| 121. | LOSARTAN 50mg | | | | |
| 122. | MAALOX PLUS SUSPENSION *OTC* | | | | |
| 123. | MAGNESIUM CITRATE *OTC* | | | | |
| 124. | MAGNNESIUM HYDROXIDE *OTC* | | | | |
| 125. | MAGNESIUM OXIDE 40MG *RX* | | | | |
| 126. | MECLIZINE 25MG *RX* | | | | |
| 127. | METHYLPREDNISOLONE *RX* | 4 MG | | 4 MG | |
| | | 16 MG | | 16 MG | |
| | | 32 MG | | 32 MG | |
| 128. | METRONIDAZOLE 500MG *RX* | | | | |
| 129. | METROGEL 1% GEL RX | | | | |
| 130. | MILK OF MAGNESIA OTC | | | | |
| 131. | MINERAL OIL *OTC* | | | | |
| 132. | MIRTAZAPINE *RX* | 15 MG | | 15 MG | |
| | | 30 MG | | 30 MG | |
| 133. | MONTELUKAST 10MG | | | | |
| 134. | MUCINEX- DM *OTC* | | | | |
| 135. | MYCOPHENOLATE 250MG RX | | | | |
| 136. | MUSCLE RUB *OTC* | | | | |
| 137. | NAPROXEN 500MG *RX* | | | | |
| 138. | NATURAL FIBER *OTC* | | | | |
| 139. | NEOSPORIN OPTH SOL *RX* | | | | |
| 140. | NEXIUM 40MG RX | | | | |
| 141. | NIFEDIPINE ER 30MG *RX* | | | | |
| 142. | NORTRIPTYLINE *RX* | 25 MG | | 25 MG | |

# EXHIBIT "B"

**Bid Page**

**Hidalgo County Sheriff's Office**

***"Legend & Non-Legend Pharmaceuticals"***

***Bid No: 2013-145-12-27-SMA***

| | | | | | |
|---|---|---|---|---|---|
| | | 50 MG | | 50 MG | |
| | | 75 MG | | 75 MG | |
| | | 100 MG | | 100 MG | |
| 143. | NORVASC *RX* | 5 MG | | 5 MG | |
| | | 10 MG | | 10 MG | |
| 144. | NORVIR 100MG | | | | |
| 145. | NOVOLIN 70/30 *RX* | | | | |
| 146. | NOVOLIN NPH *RX* | | | | |
| 147. | NOVOLOG INSULIN *RX* | | | | |
| 148. | NS 0.9 IRR SOLN 1000 ML *OTC* | | | | |
| 149. | NS FOR IRRIGATION *OTC* | | | | |
| 150. | OCCUSPORIN HC OPHTHALMIC OINTMENT *OTC* | | | | |
| 151. | OCEAN NASAL SPRAY-*OTC* | | | | |
| 152. | OLANZAPINE-*RX* | 10 MG | | 10 MG | |
| | | 15 MG | | 15 MG | |
| | | 30 MG | | 30 MG | |
| 153. | OMPERAZOLE-*RX* | 20 MG | | 20 MG | |
| | | 40 MG | | 40 MG | |
| 154. | OXCARBAZEPINE | 150 MG | | 150 MG | |
| | | 300 MG | | 300 MG | |
| | | 600 MG | | 600 MG | |
| 155. | PAROXETINE- *RX* | 20 MG | | 20 MG | |
| | | 40 MG | | 40 MG | |
| 156. | PENICILLIN V POTASSIUM 500MG *RX* | | | | |
| 157. | PERMETHERIN CREAM *RX* | | | | |
| 158. | PERPHENAZINE 4MG *RX* | | | | |
| 159. | PIOGLITAZONE 15MG | | | | |
| 160. | PHENOBARBITAL *RX* | 15 MG | | 15 MG | |
| | | 30 MG | | 30 MG | |
| | | 100 MG | | 100 MG | |
| 161. | PHENYTOIN SOD EX 100 MG TABS *RX* | | | | |

# EXHIBIT "B"

**Bid Page**

**Hidalgo County Sheriff's Office**

***"Legend & Non-Legend Pharmaceuticals"***

***Bid No: 2013-145-12-27-SMA***

| | | | | | |
|---|---|---|---|---|---|
| 162. | PLAVIX 75MG (NAME BRAND)<br>CLOPIDOGREL 75MG (GENARIC) *RX* | | | | |
| 163. | POLYSPORIN OINTMENT *OTC* | | | | |
| 164. | POTASSIUM CL 100MEQ *RX* | | | | |
| 165. | PREDNISONE *RX* | 5 MG | | 5 MG | |
| | | 10 MG | | 10 MG | |
| | | 20 MG | | 20 MG | |
| 166. | PRENATAL VITAMIN *OTC* | | | | |
| 167. | PREZISTA 400MG | | | | |
| 168. | PRINIVIL 5MG *RX* | | | | |
| 169. | PRISTIQ 50MG *RX* | | | | |
| 170. | PROMETHAZINE 25MG *RX* | | | | |
| 171. | PROMETHAZINE 25MG INJECTION *RX* | | | | |
| 172. | PROPRANOLOL *RX* | 10 MG | | 10 MG | |
| | | 20 MG | | 20 MG | |
| 173. | PROTONIX 40MG *RX* | | | | |
| 174. | PROVIDONE SCRUB *OTC* | | | | |
| 175. | RANITIDINE 150 MG *RX* | | | | |
| 176. | RETROVIR 300MG | | | | |
| 177. | REYATAZ 300MG | | | | |
| 178. | RISPERIDONE -*RX* | 1 MG | | 1 MG | |
| | | 2 MG | | 2 MG | |
| | | 3 MG | | 3 MG | |
| | | 4 MG | | 4 MG | |
| | | 25 MG | | 25 MG | |
| | | 50 MG | | 50 MG | |
| 179. | RISPERDAL INJECTION-BRAND NAME RISPERIDONE-GENERIC *RX* | | | | |
| 180. | SEA MIST NASAL *OTC* | | | | |
| 181. | SEROQUEL–BRAND NAME<br>QUETIAPINE- GENERIC *RX* | 50 MG | | 50 MG | |
| | | 100 MG | | 100 MG | |
| | | 150 MG | | 150 MG | |
| | | 300 MG | | 300 MG | |

# EXHIBIT "B"

**Bid Page**

**Hidalgo County Sheriff's Office**

***"Legend & Non-Legend Pharmaceuticals"***

***Bid No: 2013-145-12-27-SMA***

| | | | | | |
|---|---|---|---|---|---|
| | | 400 MG | | 400 MG | |
| 182. | SERTALINE *RX* | 50 MG | | 50 MG | |
| | | 100 MG | | 100 MG | |
| 183. | SILVER SULFADIAZINE *RX* | | | | |
| 184. | SIMVASTATIN *RX* | 20 MG | | 20 MG | |
| | | 40 MG | | 40 MG | |
| 185. | SMZ-TMP DS *RX* | | | | |
| 186. | STERILE H2O *OTC* | | | | |
| 187. | STOOL SOFTNER 100MG *OTC* | | | | |
| 188. | SULCRAFATE 1GM *RX* | | | | |
| 189. | SURFAX 240MG *RX* | | | | |
| 190. | SYNTHROID- *RX* | 25 MG | | 25 MG | |
| | | 50 MG | | 50 MG | |
| | | 75 MG | | 75 MG | |
| | | 100 MG | | 100 MG | |
| 191. | TACROLIMUS ANHYDROUS 1MG RX | | | | |
| 192. | THIAMINE 100MG *RX* | | | | |
| 193. | THORAZINE (NAME BRAND) CHLORPRONAZINE (GENERIC) *RX* | 50 MG | | 50 MG | |
| | | 100 MG | | 100 MG | |
| | | 200 MG | | 200 MG | |
| 194. | THROAT LOZENGES GREEN *OTC* | | | | |
| 195. | TOLNFTATE CREAM 1% 15 G *OTC* | | | | |
| 196. | TOPIRAMATE 50MG *RX* | | | | |
| 197. | TOPROL (NAME BRAND) METROPOLOL (GENERIC) | 25 MG | | 25 MG | |
| | | 50 MG | | 50 MG | |
| | | 100 MG | | 100 MG | |
| 198. | TOPROL XL (NAME BRAND) METROPOLOL XL (GENERIC) | 25 MG | | 25 MG | |
| | | 50 MG | | 50 MG | |
| | | 100 MG | | 100 MG | |
| 199. | TRAMADOL 50MG *RX* | | | | |
| 200. | TRANXENE- 7.5MG–BRAND NAME CLORAZEPATE DIPOTASSIUM-GENERIC *RX* | | | | |

# EXHIBIT "B"

**Bid Page**

**Hidalgo County Sheriff's Office**

***"Legend & Non-Legend Pharmaceuticals"***

***Bid No: 2013-145-12-27-SMA***

| | | | | | |
|---|---|---|---|---|---|
| 201. | TRAZODONE-*RX* | 50 MG | | 50 MG | |
| | | 100 MG | | 100 MG | |
| 202. | TRIPLE ANTIBIOTIC CREAM *OTC* | | | | |
| 203. | TRUVADA | 200 MG | | 200 MG | |
| | | 300 MG | | 300 MG | |
| 204. | VALPROIC ACID 250 MG *RX* | | | | |
| 205. | VIREAD 300MG | | | | |
| 206. | VYTORIN 10/10MG *RX* | | | | |
| 207. | WAFFARIN *RX* | 1 MG | | 1 MG | |
| | | 3 MG | | 3 MG | |
| | | 5 MG | | 5 MG | |
| 208. | ZETIA 10MG *RX* | | | | |
| 209. | ZYPREXA RAND NAME<br>OLANZAPINE- GENERIC | 5 MG | | 5 MG | |
| | | 10 MG | | 10 MG | |
| | | 15 MG | | 15 MG | |
| | | 20 MG | | 20 MG | |

# EXHIBIT "B"

**Bid Page**

**Hidalgo County Sheriff's Office**

***"Legend & Non-Legend Pharmaceuticals"***

***Bid No: 2013-145-12-27-SMA***

## BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

**BIDDER/COMPANY NAME:** _____

**ADDRESS:** _____

**CITY/STATE/ZIP CODE:** _____

**PHONE & FAX NO.'S:** _____

**CELLULAR PHONE:** _____

**AUTHORIZED SIGNATURE:** _____

**PRINTED NAME:** _____

**TITLE:** _____

**EMAIL:** _____

# EXHIBIT "C"

## Insurance Requirements
## Applicable to the Acquisition of Goods and /or Services
## (Other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

**Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).** Certificates of insurance naming County as an **additional insured** shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

**Revised 03/11/11**

# EXHIBIT "C"
## Insurance Requirements

| ACORD | CERTIFICATE OF INSURANCE | DATE (MM/DD/YY) |
|---|---|---|
| PRODUCER | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. | |
| | INSURERS AFFORDING COVERAGE | |
| INSURED | INSURER A: | |
| | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |

**COVERAGES**

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

| INSR LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE | LIMITS | |
|---|---|---|---|---|---|---|
| A | **GENERAL LIABILITY**<br>☐ COMMERCIAL GENERAL LIABILITY<br>☐ CLAIMS MADE ☐ OCCUR<br>☐ OWNER'S & CONT. PROT<br>☐ OWNER'S PROTECTIVE LIABILITY<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY ☐ PROJECT ☐ LOC | | | | EACH OCCURRENCE | $ |
| | | | | | FIRE DAMAGE (Any one fire) | $ |
| | | | | | MED (Any one person) | $ |
| | | | | | PER & ADV INJURY | $ |
| | | | | | AL AGGREGATE | $ |
| | | | | | ODUCTS – COMP/OP AGG | $ |
| | | | | | | |
| B | **AUTOMOBILE LIABILITY**<br>☐ ANY AUTO<br>☐ ALL OWNED AUTOS<br>☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS<br>☐ NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | | | | BODILY INJURY (Per person) | $ |
| | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | **GARAGE LIABILITY**<br>☐ ANY AUTO | | | | AUTO ONLY-EA ACCIDENT | $ |
| | | | | | OTHER THAN AUTO ONLY EA ACC | $ |
| | | | | | AGG | $ |
| C | **EXCESS LIABILITY**<br>☐ OCCUR ☐ CLAIMS MADE<br>☐ DEDUCTIBLE<br>☐ RETENTION $ | | | | EACH OCCURENCE | $ |
| | | | | | AGGREGATE | $ |
| | | | | | | $ |
| | | | | | | $ |
| | | | | | | $ |
| D | **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY** | | | | WC STATU- ☐ OTHER TORY LIMITS | |
| | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | E.L. DISEASE-EA EMPLOYEE | $ |
| | | | | | E.L. DISEASE-POLICY LIMIT | $ |
| | **OTHER** | | | | | |

**DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**

**County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.**

| CERTIFICATE HOLDER | ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION |
|---|---|
| **Hidalgo County**<br>**Attn: Purchasing Department**<br>**2812 S Highway Bus. 281**<br>**Edinburg, Texas 78539** | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.<br>AUTHORIZED REPRESENTATIVE |

SAMPLE

# EXHIBIT "C"
## Insurance Requirements
## Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

**NOTICE TO BIDDER:**
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

## THIS FORM MUST ACCOMPANY BID PACKET

# EXHIBIT "C"

## Insurance Requirements
## PROJECT REQUIREMENTS
## ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bond (if applicable)_____
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds (if applicable), certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

**THIS FORM MUST ACCOMPANY BID PACKET**

# EXHIBIT "D"

## CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

**For vendor or other person doing business with local governmental entity**

**This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

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

| OFFICE USE ONLY |
| --- |
| Date Received |

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

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

# HIDALGO COUNTY
# PURCHASING DEPARTMENT
# Bidder/Vendor Application

**Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or email: purchasing@co.hidalgo.tx.us**

| | |
|---|---|
| **Company Name:** | **Telephone No. ( )** |
| **dba Name:** | |
| **Legal Name:** | |
| **Mailing Address :** | **Fax No. ( )** |
| **Physical Address:** | |
| **City, State, Zip** | **Tax I.D. No.** |
| **Remit to Address :** | **City, State, Zip** |
| **E-Mail Address:** | |
| **Representative(s) Name(s) & Title(s)** | |

**Type of Organization (check one):** _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify

**State Identification No.**_____ **(Please attached completed W-9 form with this application)**

**Federal Identification No. or (if individual) SS No.**

**State of Incorporation:** _____ **Date:**_____ **Other:**

**Type of Business (check one):** _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker ☐ Distributor ☐ Service Organization ☐ Other, Specify

**Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:**

**Small and/or Disadvantaged Business Information (check application criteria)**

**Small Business:** **Disadvantaged Business (At Least 51% Ownership)**

☐ ess than 125,000 annual gross receipt
☐ ss than 250,000 annual gross receipt
☐ ss than 499,000 annual gross receipt
☐ ore than 500,000 annual gross receipt

☐ Black American
☐ Hispanic American
☐ Asian Pacific American

☐ Native American
☐ Women
☐ Other

**Have you been certified as a HUB or an MBE/WBE source?:** ☐ Yes ☐ No

**Indicate Certification No.(s):**_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

**What type of product(s) is/are solicited by your company?:**

**Would you like to be provided with specifications for procurements of such products?:** ☐ Yes ☐ No

**To Be Completed by the County: Rec'd by (Purchasing):**_____ **Date Rec'd by (Purchasing):**

**Date Forwarded Information to Auditor's Office:**_____**Entry Date:** _____ **Vendor No.:**

Revised12/14/06

## HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

If yes, by whom?: Texas Building & Procurement Commission Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

## LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give Form to the requester. Do not send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Social security number**

| | | | – | | – | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |

**Employer identification number**

| | | – | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here** **Signature of U.S. person ▶** **Date ▶**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

## Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

***Example.*** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

### Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

### Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

### Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

**Disregarded entity.** Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

## Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|---|---|
| Interest and dividend payments | All exempt payees except for 9 |
| Broker transactions | Exempt payees 1 through 5 and 7 through 13. Also, C corporations. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 5 |
| Payments over $600 required to be reported and direct sales over $5,000 [1] | Generally, exempt payees 1 through 7 [2] |

[1] See Form 1099-MISC, Miscellaneous Income, and its Instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account [1] |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor [2] |
| 4. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee [1] |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner [1] |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner [3] |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A)) | The grantor* |
| **For this type of account:** | **Give name and EIN of:** |
| 7. Disregarded entity not owned by an individual | The owner |
| 8. A valid trust, estate, or pension trust | Legal entity [4] |
| 9. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 10. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 11. Partnership or multi-member LLC | The partnership |
| 12. A broker or registered nominee | The broker or nominee |
| 13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B)) | The trust |

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

# EXHIBIT “B”

TAB and BID PAGE

# EXHIBIT "B" revised

**Bid Page**

**Hidalgo County Sheriff's Office**

***"Legend & Non-Legend Pharmaceuticals"***

***Bid No: 2013-145-12-27-SMA***

****GENERIC MEDICATIONS PRICING PREFERRED.***

| | MEDICATION DESCRIPTION | UNIT PRICE (per pill/tablet/vial |
|---|---|---|
| 1. | ABILIFY-5MG/10MG - *RX* | $8.10/$8.10 |
| 2. | ACETAMINOPHEN- 500 MG EXTRA-STRENGTH *OTC* | $0.01 |
| 3. | ACYCLOVIR 800MG *RX* | $0.15 |
| 4. | ALBUTEROL INHALER 90MCG *RX* | $0.02 |
| 5. | ALBUTEROL .083% NEBULIZER SOLUTION *RX (3ML)* | $0.02 |
| 6. | AMITRIPTYLINE 25MG *RX* | $0.01 |
| 7. | AMITRIPTYLINE 50MG *RX* | $0.02 |
| 8. | AMMONIA INHALANTS AMPULES *OTC* | $0.01 |
| 9. | AMOXICILLN 500 MG *RX* | $0.05 |
| 10. | APRODINE-60MG/2.5MG *RX* | $0.02 |
| 11. | ARTIFICIAL TEAR EYE SOLUTION | $0.15 |
| 12. | ATRIPLA- *RX* | $54.07 |
| 13. | TRIAMCINALONE 0.1 % 453.6g bottle *RX* | $0.05 |
| 14. | ATORVASTATIN 20 MG *RX* | $0.15 |
| 15. | ATORVASTATIN 40MG *RX* | $0.14 |
| 16. | ASA EC -81MG/325MG *OTC* | $0.01 |
| 17. | ASA EC 325MG *OTC* | $0.01 |
| 18. | ATENOLOL 50MG *RX* | $0.01 |
| 19. | AUGMENTIN XR 1000MG *RX* | $2.12 |
| 20. | AZITHROMYCIN 250MG *RX* | $0.20 |
| 21. | BENICAR- 20MG | $2.38 |
| 22. | BENZOYL PEROXIDE LOTION (ACNE MEDICATION) 5% 1 oz. bottle | $0.04 |
| 23. | BENZTROPINE 1MG *RX* | $0.05 |
| 24. | BETADINE OINTMENT 45g tube *OTC* | $0.07 |
| 25. | BISACODYL 5MG E.C. TABS *RX* | $0.01 |
| 26. | BUPROPION XL 150MG *RX* | $0.10 |
| 27. | BUSPIRONE 10MG *RX* | $0.06 |
| 28. | BUPROPION 75MG *RX* | $0.10 |
| 29. | CARBAMAZEPINE 200 MG *RX* | $0.03 |
| 30. | CATAPRESS 0.1MG -brand name *RX* | $0.02 |
| 31. | CEFTRIAXONE INJECTION 500MG *RX* | $0.75 |
| 32. | CENTRUM *OTC* | $0.07 |

# EXHIBIT "B" revised

**Bid Page**

**Hidalgo County Sheriff's Office**

***"Legend & Non-Legend Pharmaceuticals"***

***Bid No: 2013-145-12-27-SMA***

| | MEDICATION DESCRIPTION | UNIT PRICE (per pill/tablet/vial |
|---|---|---|
| 33. | CEPHALAXIN 500 MG *RX* | $0.05 |
| 34. | CHLORPHENIRAMINE MALEATE 4MG *RX* | $0.02 |
| 35. | CIMETIDINE 300MG *RX* | $0.10 |
| 36. | CIPROFLOXACIN 250MG *RX* | $0.05 |
| | CITALOPRAM-20MG/40MG *RX* | $0.02/$0.02 |
| 37. | CLINDAMYCIN 150MG *RX* | $0.06 |
| 38. | CLOTRIMAZOLE VAGINAL CREAM 45g tube *OTC* | $0.05 |
| 39. | CORTISPORIN OPHT OINTMENT-10ml *RX* | $1.58 |
| 40. | CORTISPORIN OTIC SOLUTION-10 ml *RX* | $1.58 |
| 41. | COLCRYS 0.6mg | $4.70 |
| 42. | VITAMIN C TABLETS *OTC* | $0.04 |
| 43. | CRESTOR 10 MG | $5.15 |
| 44. | CYCLOBENZAPRINE-5MG/10MG *RX* | $0.02/0.02 |
| 45. | CYMBALTA-30MG/60MG | $1.50/$1.50 |
| 46. | DOCUSATE SOFT GEL 100MG *OTC* | $0.02 |
| 47. | DE-LICER SHAMPOO | $0.02 |
| 48. | DEPAKOTE 500 MG -regular *RX* | $0.20 |
| 49. | DEPAKOTE EC 500 MG *RX* | $1.95 |
| 50. | DICLOFENAC-50mg *RX* | $0.05 |
| 51. | DICYCLOMINE 20MG *RX* | $0.04 |
| 52. | DIOVAN-160mg *RX* | $3.01 |
| 53. | DIPHENHRAMINE 25MG *OTC* | $0.02 |
| 54. | DIPHENHYDRAMINE 25mg INJECTION*RX* | $0.20 |
| 55. | DONEPEZIL 5MG *RX* | $0.04 |
| 56. | DOVONEX CREAM -60g bottle *RX* | $7.25 |
| 57. | DOXEPIN-50MG/100MG *RX* | $0.25/$0.38 |
| 58. | DOXYCYCLINE 100MG *RX* | $0.80 |
| 59. | EAR WAX REMOVAL DROPS *OTC* | $0.03 |
| 60. | EFFEXOR 75MG -R*X* | $0.20 |
| 61. | EFFEXOR XL 75MG/150MG –*RX* | $0.12/$0.16 |
| 62. | ENALAPRIL 5 MG *RX* | $0.12 |

# EXHIBIT "B" revised

**Bid Page**

**Hidalgo County Sheriff's Office**

***"Legend & Non-Legend Pharmaceuticals"***

***Bid No: 2013-145-12-27-SMA***

| | MEDICATION DESCRIPTION | UNIT PRICE (per pill/tablet/vial |
|---|---|---|
| 63. | EPI PENS *RX* | $71.00 |
| 64. | EPZICOM -300MG/600MG | $29.99/$29.99 |
| 65. | ERYTHROMYCIN 500 MG *RX* | $2.71 |
| 66. | FAMOTIDINE 20MG *RX* | $0.02 |
| 67. | FANAPT-4mg *RX* | $2.14 |
| 68. | FERO SUL 325MG *RX* | $0.02 |
| 69. | FISH OIL 1000MG *RX* | $0.03 |
| 70. | FLOMAX 0.4MG *RX* | $0.15 |
| 71. | FLUCONAZOLE 150MG *RX* | $1.75 |
| 72. | PROZAC-20MG/40MG *RX* | $0.04/$0.04 |
| 73. | FOLIC ACID 1MG *RX* | $0.02 |
| 74. | LASIX- 20 MG- *RX* | $0.04 |
| 75. | GABAPENTIN-100MG/300MG/400MG/ *RX* | $0.02/$0.05/$0.05 |
| 76. | GEMFIBROZILE – 600mg *RX* | $0.06 |
| 77. | GENTAMICIN OPTH SOLUTION | $0.08 |
| 78. | GEODON-20MG/40MG/60MG/80MG *RX* | $0.99/$0.99/$0.99/$0.99 |
| 79. | GLIPIZIDE 10 MG *RX* | $0.03 |
| 80. | GLUCOGEN KIT RX | $146.50 |
| 81. | GLUCOPHAGE 500MG *RX* | $0.09 |
| 82. | GLUCOSE GEL *RX* | $0.02 |
| 83. | GLUCOSE TABS *RX* | $0.02 |
| 84. | GLYBURIDE 5 MG *RX* | $0.05 |
| 85. | GUAFENESIN 600 MG *RX* | $0.16 |
| 86. | GUAIFEN SF (COUGH SYRUP) OTC | $0.05 |
| 87. | HALDOL-2.5MG/5MG/10MG *RX* | $0.10/$0.20/$0.40 |
| 88. | HALDOL DEC-50 MG/ML/- 100 MG/ML *RX* | $15.00/$33.00 |
| 89. | HALDOL LAC 5mg/1ml *RX* | $0.20 |
| 90. | HEMORRHOIDAL CREAM *OTC* | $0.02 |

# EXHIBIT "B" revised

**Bid Page**

**Hidalgo County Sheriff's Office**

***"Legend & Non-Legend Pharmaceuticals"***

***Bid No: 2013-145-12-27-SMA***

| | MEDICATION DESCRIPTION | UNIT PRICE (per pill/tablet/vial |
|---|---|---|
| 91. | HEMORRHOIDAL SUPPOSITORIES *OTC* | $0.02 |
| 92. | HYDROCODONE/ACETAMINOPHEN-5/325mg *RX* | $0.08 |
| 93. | HYDRALAZINE 25MG *RX* | $0.04 |
| 94. | HYDROCHLOROTHIAZIDE 12.5MG/25MG *RX* | $0.02/$0.03 |
| 95. | HYDROSCORTISONE CREAM 1 % *OTC* | $0.06 |
| 96. | HYDROXYZINE-25MG*RX* | $0.04 |
| 97. | HYRDOGEN PAROXIDE *OTC* | $0.03 |
| 98. | IBUPROFEN-200MG/400MG/600MG/800MG *RX* | $0.03/$0.02/$0.02/$0.03 |
| 99. | INDOMETHACIN 50MG *RX* | $0.06 |
| 100. | INVEGA- 3MG *RX* | $21.02 |
| 101. | KERI LOTION -8oz. *RX* | $0.02 |
| 102. | KETOCONOZOLE CREAM -60g tube RX | $0.10 |
| 103. | KWELL LOTION 1%- 8oz. bottle *OTC* | $0.05 |
| 104. | LABETALOL 300MG *RX* | $0.44 |
| 105. | LACTULOSE SOL.160z bottle *RX* | $0.01 |
| 106. | LANTUS INSULIN *RX* | $15.92 |
| 107. | LATUDA 80MG - *RX* | $17.99 |
| 108. | LEVEMIR INSULIN *RX* | $15.99 |
| 109. | LEXAPRO-5MG/10MG/20MG *RX* | $0.10/$0.07/$0.08/ |
| ~~110.~~ | ~~LIDANE LOTION *RX*~~ | |
| 111. | LIPITOR -20MG/40MG *RX* | $0.15/$0.14 |
| 112. | LITHIUM-300MG/600MG *RX* | $0.02/$0.10 |
| 113. | LISINOPRIL -5MG/20MG | $0.03/$0.04 |
| 114. | LOPERAMIDE 2MG *RX* | $0.10 |
| 115. | LORATIDINE 10MG *RX* | $0.05 |
| 116. | LORAZEPAM 1MG *RX* | $0.02 |
| 117. | LORAZEPAM INJ. *RX* | $0.05 |
| 118. | LOTRISONE CREAM-1oz tube *OTC* | $0.65 |

# EXHIBIT "B"revised

**Bid Page**

**Hidalgo County Sheriff's Office**

***"Legend & Non-Legend Pharmaceuticals"***

***Bid No: 2013-145-12-27-SMA***

| | MEDICATION DESCRIPTION | UNIT PRICE (per pill/tablet/vial |
|---|---|---|
| 119. | LOVASTATIN 20MG | $0.05 |
| 120. | LOSARTAN 50mg | $0.05 |
| 121. | MAALOX PLUS SUSPENSION-120z bottle *OTC* | $0.02 |
| 122. | MAGNESIUM CITRATE-10oz. *OTC* | $0.02 |
| 123. | MECLIZINE 25MG *RX* | $0.15 |
| 124. | METHYLPREDNISOLONE-4MG/16MG/32MG *RX* | $0.69/$1.79/$3.00 |
| 125. | METRONIDAZOLE 500MG *RX* | $0.05 |
| 126. | METROGEL 1% GEL-60g bottle RX | $0.45 |
| 127. | MILK OF MAGNESIA-12oz bottle OTC | $0.01 |
| 128. | MINERAL OIL *OTC* | $0.01 |
| 129. | MIRTAZAPINE -15MG/30MG *RX* | $0.10/$0.10 |
| 130. | MONTELUKAST 10MG | $0.13 |
| 131. | MUCINEX- DM *OTC* | $0.03 |
| 132. | MYCOPHENOLATE 250MG RX | $0.10 |
| 133. | MUSCLE RUB-1oz tube *OTC* | $0.03 |
| 134. | NAPROXEN 500MG *RX* | $0.06 |
| 135. | NATURAL FIBER-10oz bottle *OTC* | $0.02 |
| 136. | NEOSPORIN OPTH SOL-10ml bottle *RX* | $0.24 |
| 137. | NEXIUM 40MG RX | $6.85 |
| 138. | NIFEDIPINE ER 30MG *RX* | $0.27 |
| 139. | NORTRIPTYLINE -25MG/50MG/75MG/100MG /*RX* | $0.10/$0.13/$0.17/$0.17 |
| 140. | NORVASC-5MG/10MG *RX* | $0.03/$0.04 |
| 141. | NORVIR 100MG | $8.17 |
| 142. | NOVOLIN 70/30 *RX* | $8.30 |
| 143. | NOVOLIN NPH *RX* | $8.30 |
| 144. | NOVOLOG INSULIN *RX* | $15.75 |
| 145. | NS 0.9 IRR SOLN 1000 ML *OTC* | $0.03 |
| 146. | OCCUSPORIN HC OPHTHALMIC OINTMENT-10ml bottle *OTC* | $0.03 |
| 147. | OCEAN NASAL SPRAY-1/2 oz. bottle *OTC* | $0.06 |

# EXHIBIT "B" revised

**Bid Page**

**Hidalgo County Sheriff's Office**

***"Legend & Non-Legend Pharmaceuticals"***

***Bid No: 2013-145-12-27-SMA***

| | MEDICATION DESCRIPTION | UNIT PRICE (per pill/tablet/vial |
|---|---|---|
| 148. | OLANZAPINE10MG/15MG/MG-*RX* | $0.18/$0.30/$0.45 |
| 149. | OMPERAZOLE-20 MG/40 MG*RX* | $0.19/$0.20 |
| 150. | OXCARBAZEPINE-150MG/300MG/600MG | $0.08/$0.10/$0.22 |
| 151. | PAROXETINE- 20MG/40MG *RX* | $0.06/$0.10 |
| 152. | PENICILLIN V POTASSIUM 500MG *RX* | $0.08 |
| 153. | PERMETHERIN CREAM -60g tube *RX* | $0.09 |
| 154. | PERPHENAZINE 4MG *RX* | $0.79 |
| 155. | PIOGLITAZONE 15MG | $0.07 |
| 156. | PHENOBARBITAL 15MG/30MG/100MG *RX* | $0.16/$0.20/$0.26 |
| 157. | PHENYTOIN SOD EX 100 MG TABS *RX* | $0.07 |
| 158. | PLAVIX 75MG | $0.08 |
| 159. | POLYSPORIN OINTMENT *OTC* | $0.01 |
| 160. | POTASSIUM CL 10MEQ *RX* | $0.20 |
| 161. | PREDNISONE -5MG/10MG/20MG *RX* | $0.04/$0.05/$0.14 |
| 162. | PRENATAL VITAMIN *OTC* | $0.03 |
| 163. | PREZISTA 400MG | $15.94 |
| 164. | PRINIVIL 5MG *RX* | $0.02 |
| 165. | PRISTIQ 50MG *RX* | $5.65 |
| 166. | PROMETHAZINE 25MG *RX* | $0.03 |
| 167. | PROMETHAZINE 25MG INJECTION *RX* | $0.04 |
| 168. | PROPRANOLOL-10MG/20MG *RX* | $0.03/$0.03 |
| 169. | PROTONIX 40MG *RX* | $0.10 |
| 170. | PROVIDONE SCRUB-16oz. bottle *OTC* | $0.02 |
| 171. | RANITIDINE 150 MG *RX* | $0.04 |
| 172. | RETROVIR 300MG | $0.25 |
| 173. | REYATAZ 300MG | $29.46 |
| 174. | RISPERIDONE-1MG/2MG/3MG/4MG/25MG/50MG *RX* | $0.10/$0.10/$0.15/$0.17/$0.18/0.20 |
| 175. | RISPERDAL INJECTION-25mg *RX* | $0.03 |
| 176. | SEA MIST NASAL *OTC* | $0.15 |

# EXHIBIT "B"revised

**Bid Page**

**Hidalgo County Sheriff's Office**

***"Legend & Non-Legend Pharmaceuticals"***

***Bid No: 2013-145-12-27-SMA***

| | MEDICATION DESCRIPTION | UNIT PRICE (per pill/tablet/vial |
|---|---|---|
| 177. | SEROQUEL–100MG *RX* | $0.16 |
| 178. | SERTALINE 50MG/100MG *RX* | $0.06/$0.06 |
| 179. | SILVER SULFADIAZINE-85g tube *RX* | $0.13 |
| 180. | SIMVASTATIN 20MG/40MG *RX* | $0.04/$0.04 |
| 181. | SMZ-TMP DS *RX* | $0.06 |
| 182. | STERILE H2O -1000ml bottle *OTC* | $0.03 |
| 183. | STOOL SOFTNER 100MG *OTC* | $0.01 |
| 184. | SULCRAFATE 1GM *RX* | $0.02 |
| 185. | SURFAX 240MG *RX* | $0.03 |
| 186. | SYNTHROID- 25MG/50MG/75MG/100MG *RX* | $0.30/$0.30/$0.30/$0.50 |
| 187. | TACROLIMUS ANHYDROUS 1MG RX | $0.25 |
| 188. | THIAMINE 100MG *RX* | $0.03 |
| 189. | THORAZINE-50MG/100MG/200MG | $1.45/$1.82/$2.34 |
| 190. | TOLNFTATE CREAM 1% 15 G *OTC* | $0.09 |
| 191. | TOPIRAMATE 50MG *RX* | $0.06 |
| 192. | TOPROL-25MG/50MG/100MG | $0.03/$0.03/$0.03 |
| 193. | TOPROL XL-25MG/50MG/100MG | $0.27/$0.27/$.40 |
| 194. | TRAMADOL 50MG *RX* | $0.04 |
| 195. | TRANXENE- 7.5MG | $0.04 |
| 196. | TRAZODONE-50MG/100MG *RX* | $0.03/$0.04 |
| 197. | TRIPLE ANTIBIOTIC CREAM -1oz tube *OTC* | $0.16 |
| 198. | TRUVADA-200MG/300MG | $19.11 |
| 199. | VALPROIC ACID 250 MG *RX* | $0.08 |
| 200. | VIREAD 300MG | $16.62 |
| 201. | VYTORIN 10/10MG *RX* | $2.25 |
| 202. | WAFFARIN-1MG/3MG/5MG *RX* | $0.05/$0.05/$0.05 |
| 203. | ZETIA- 10MG *RX* | $5.18 |

# EXHIBIT "B"revised

**Bid Page**

**Hidalgo County Sheriff's Office**

***"Legend & Non-Legend Pharmaceuticals"***

***Bid No: 2013-145-12-27-SMA***

| | MEDICATION DESCRIPTION | UNIT PRICE (per pill/tablet/vial |
|---|---|---|
| 204. | ZYPREXA RAND-5--- 5MG/10MG/15MG/20MG | $0.11/$0.18/$0.30/$0.45 |
| | **TOTAL PRICE** | $ $686.14 |
| | **DISPENSING FEE per prescription** | $2.49 |
| | **GRAND TOTAL PRICE** | $ $688.63 |

All prices must include all pharmacists' services as well as all delivery fees. ALL FEES ARE INCLUDED

Does vendor offer 24 hours Pharmacist services assistance? **YES or NO** YES

Does vendor have at least one local pharmacy located in Hidalgo County for emergency purpose only? **YES or NO** YES

Vendors will offer Hidalgo Co. Sheriff's Office –Adult Detention Center Non-Legend Pharmaceuticals at a rate of Cost plus a dispensing fee per prescription $ 2.49

# EXHIBIT "B" revised

**Bid Page**

**Hidalgo County Sheriff's Office**

***"Legend & Non-Legend Pharmaceuticals"***

***Bid No: 2013-145-12-27-SMA***

## BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

**BIDDER/COMPANY NAME:** Westwood Pharmacy

**ADDRESS:** 5823 Patterson Avenue

**CITY/STATE/ZIP CODE:** Richmond, VA 23226

**PHONE & FAX NO.'S:** (866) 996-6379 (toll-free phone) (866) 288-6707 (fax)

**CELLULAR PHONE:** (804) 519-3383

**AUTHORIZED SIGNATURE:**

**PRINTED NAME:** Hunter Hoggatt

**TITLE:** Vice President

**EMAIL:** Hunter.Hoggatt@westwoodpharmacy.com

# EXHIBIT “C”

CERTIFICATE OF INSURANCE

WESTPHA-01 MARAP

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/2/2014

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

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

PRODUCER
Morgan-Marrow Company
21 Manhattan Square
Hampton, VA 23666

CONTACT NAME: Mara S. Powell
PHONE (A/C, No, Ext): (757) 865-1900 FAX (A/C, No): (757) 865-1478
E-MAIL ADDRESS: MaraP@morganmarrow.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Assurance Company of America | 19305 |
| INSURER B : Hartford Casualty Insurance Company | 29424 |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
Westwood Pharmacy, MAO Pharmacy t/a
5823 Patterson Avenue
Richmond, VA 23226

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | | |
|---|---|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY<br>X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>X Professional Liab.<br>X Liquor Liab.<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY PRO-JECT LOC | | | PAS004598845 | 01/01/2014 | 01/01/2015 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $<br>$<br>$<br>$<br>$<br>$ | 1,000,000<br>1,000,000<br>10,000<br>1,000,000<br>2,000,000<br>2,000,000 |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>X HIRED AUTOS<br>X NON-OWNED AUTOS | | | PAS004598845 | 01/01/2014 | 01/01/2015 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (PER ACCIDENT) | $<br>$<br>$<br>$ | 1,000,000 |
| A | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED X RETENTION $ 0 | | | PAS004598845 | 01/01/2014 | 01/01/2015 | EACH OCCURRENCE<br>AGGREGATE | $<br>$ | 5,000,000<br>5,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | 14WECLH5577 | 01/01/2014 | 01/01/2015 | X WC STATU-TORY LIMITS OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $<br>$<br>$ | 1,000,000<br>1,000,000<br>1,000,000 |

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

**CERTIFICATE HOLDER**

Hidalgo County
Purchasing Department
Attn: Virginia
2802 S. Bus. Hwy. 281 New Administration Bldg.
Edinburg, TX 78539

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# AGENDA
# HIDALGO COUNTY
# COMMISSIONERS COURT MEETING
# January 14, 2014
# 9:30 A.M.

**NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held at Edinburg Council Chambers, 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:**

**1.** **Roll Call**

**2.** **Pledge of Allegiance**

**3.** **Prayer**

**4.** **Approval of Consent Agenda**

**5.** **Open Forum**

**6.** **County Judge's Office:**

**A.** **AI-42601** Resolution honoring Michael Donovan

**7.** **Executive Officer - Valde Guerra:**

**A.** 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A) (4) "a Professional Service" for the "provision of legal services/representation in connection with litigation."

2. Requesting engagement with the firm of _____ for the "Provision of Legal Services/Representation in connection with Litigation" and authority to submit letter of engagement

**B.** Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:
1) Renovations to Former Administration Building 1st and 2nd Floors
2) Update on other ongoing county owned building construction and renovation repair projects
3) Emergency situations occurring since last agenda meeting

**8.** **Constables:**

**12.** **Purchasing Department - Marty Salazar:**

**Notes:**

**A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.**

**B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).**

**A.** **Pct. 2**

1. **AI-42433** Acceptance of the sole bid received and approval of contract for the request for bids for "Loading and Hauling of Dirt" for Hidalgo County Precinct #2. (Bid No.: 2013-269-10-30-CGA)

2. **AI-42514** Acceptance, and approval of the following for C-13-250-01-14 - "Road & Drainage Construction - Rancho Blanco Road" between Hidalgo County and R.D.H. Site & Concrete Company as submitted through project engineer R. Gutierrez Engineering Corp.:

   A. Final construction contract (CC previously approved to award on 10/22/2013) in the amount of $297,936.13;

   B. Pursuant to TXLGC262.031 and in the interest of expediting a project's progress, requesting authority/approval for the Precinct Commissioner or designee to execute change orders that involve ...'an increase or decrease in cost of $50,000.00 or LESS...' The original contract price may not be decreased by 18% or more without the consent of the contractor.

**B.** **WIC**

1. **AI-42421** Presentation of bids received as detailed and attached herein for the purpose of award and approval of contract document with the lowest vendor meeting all specifications and/or requirements as attached hereto for: Hidalgo County WIC Program-Lease of Office Space-City of Roma- RFB No. 2013-213-12-04-SMA

**C.** **Sheriff's Office** APPROVED

1. **AI-42422** Presentation of bids received as detailed and attached herein for the purpose of award and approval of contract document with the lowest vendor meeting all specifications and/or requirements as attached hereto for: Hidalgo County-Sheriff's Office Legend and Non-Legend Pharmaceuticals- RFB No. 2013-145-12-27-SMA.

**SPECIAL MEETING - November 15, 2016**

**BE IT REMEMBERED, that on this 15th day of November A.D., 2016, there was begun and held a SPECIAL MEETING of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:**

| | |
|---|---|
| HONORABLE RAMON GARCIA | HIDALGO COUNTY JUDGE |
| HONORABLE A.C. CUELLAR, JR. | COMMISSIONER, PRECINCT NO. 1 |
| HONORABLE EDUARDO "EDDIE" CANTU | COMMISSIONER, PRECINCT NO. 2 |
| HONORABLE JOE M. FLORES | COMMISSIONER, PRECINCT NO. 3 |
| HONORABLE JOSEPH PALACIOS | COMMISSIONER, PRECINCT NO. 4 |

**and ARTURO GUAJARDO, JR., COUNTY CLERK & EX-OFFICIO CLERK OF THE COMMISSIONERS' COURT of Hidalgo County, Texas, wherein the following proceedings were had, to-wit:**

**AGENDA**
**CC REGULAR**
**HIDALGO COUNTY**
**COMMISSIONERS COURT MEETING**
**November 15, 2016**
**9:30 A.M.**

**NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:**

**1.** **Roll Call**

All members of the court attended the meeting.

**2.** **Pledge of Allegiance**

Judge Garcia led the courtroom in reciting the Pledge of Allegiance.

**3.** **Prayer**

Virginia Townsand led the courtroom in Prayer.

Judge Garcia requested a moment of silence in honor and memory of formal County Commissioner Precinct 4, Leonardo Camrillo who served from 1983 and 1994.

**4.** **Approval of Consent Agenda**

The court approved the entire consent agenda.

*Court proceeded to Item.6.A.*

**5.** **County Judge's Office:**

**A.** **AI-57330** Proclamation declaring November 2016 as National Home Care and Hospice Month to recognize the services provided and the nurses, home care aides, therapists, and social workers who help care for those in need.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

**Vote:** 5 - 0 - Unanimously

*Court proceeded to Item.5.C.*

**B.** **AI-57197** Presentation by Mr. Tim Ousley and possible action regarding Palm Valley Animal Center.

Executive Director Tim Ousley appealed to the court regarding the funding for the animal center. Although, the center obtains money from fund raising, galas, donations and county and municipality contracts, the director petitioned the court for an increase to the contribution. According to Ousley, their expenditures exceeded the funding received of $1.7 from municipal and county's. Ousley reported that they are running out of funds and are running into substantial deficit. The director formally requested the county for an increase and modification of the existing contract beginning on January 1, of $241,000 increase.

Under the current 2017 contract, the county is providing $548,000 the increase asked for is of $241,000

Commissioner Palacios recognized the impeccable job done by the board and encouraged the the increase to keep the impeccable equability of service for animals.

Ousley informed that the main cities that donate are City of Mission, City of Pharr, City of Weslaco, City of Edinburg which has a holding facility.

**20.** **Purchasing Department:**

**Notes:**
**A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.**
**B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).**

**A.** **Hidalgo County**

**1.** **AI-57204** A. Presentation of sole response [SOQ] received from Southmost Realty, Appraisals & Court Expert for: Expansion of Current Appraisal Services Providers: RFQ#2016-005A-09-07SMA for addition to the existing approved "Pool" of providers [with term of eligibility to coincide with expiration of current pool in March of 2017]; and, if more participation is desired for expansion of the "pool",

Commissioner Palacios stepped away.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

**Vote:** 3 - 0 - Unanimously

B. Authority to advertise an additional time to encourage participation for: Expansion of Current Pool of Appraisal Services Providers with term to coincide with expiration of current approved pool of March 2017 including approval of the RFQ procurement packet [as newly accepted and adopted by HCCC to include Title VI and other changes].

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

**Vote:** 3 - 0 - Unanimously

**2.** **AI-57184** A. Requesting approval to declare the items listed in Exhibit "A" (attached herein), office furniture, equipment and vehicles as "Surplus" for the purpose of sale through auction scheduled for 12-07-2016 [in the event assets not sold on 12-07-2016 we will retry to sell on 12-10-2016 auction] in accordance with Texas Local Government Code 263.152 (a)(1); AND, in the event "NO BIDS" received on either auction date,

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

**Vote:** 3 - 0 - Unanimously

B. Pursuant to Texas Local Government Code, 263.151(1) and/or 263.152(a)(3), Commissioners Court proceed to:'...order any of the property to be destroyed or otherwise disposed of as worthless in as much as the sale of said items CC undertook to sell (under Subsection (1) at auction on 12-07-2016 and 12-10-2016 resulted in no bids were received;

Judge Garcia joined the meeting.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

**Vote:** 4 - 0 - Unanimously

C. Requesting authority to publish advertisement for the auction of surplus equipment and vehicles scheduled for 12-07-2016 and if need be 12-10-2016, including but not limited to Seized, Abandoned and Unclaimed Property or additional and/or necessary auctions.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, EDUARDO “EDDIE” CANTU, the Court made a UNANIMOUS vote of approval.

**Vote:** 4 - 0 – Unanimously

**B.** **Pct. 1**

**Vote:** 5 - 0 - Unanimously

**3.** **AI-57154** Approval to rescind action taken on July 19, 2016 for AI-55433 in relation to bid award with AssetWorks, LLC for Structure Valuation and Insurance Appraisals

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, the Court made a UNANIMOUS vote of approval.

**Vote:** 5 - 0 – Unanimously

**H.** **Sheriff's Office**

**1.** **AI-57333** Pursuant to current agreement between Hidalgo County [SO] and MAO Westwood Pharmacy, Inc., dba, Westwood Pharmacy [Contract #E-16-039-01-05] requesting approval to "Amend" Exhibit "B" to reflect the additional listing of legend and non-legend pharmaceuticals prescribed by physicians and titled Exhibit "B-1 plus TRUVADA-TAB; OLANZAPINE-5MG-TAB; LEVETIRACETAM-500&1000MG-TABS " with additions to be placed on subsequent HCCC-Consent Agendas.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

**Vote:** 5 - 0 - Unanimously

**2.** **AI-57279** Requesting approval of the additional one (1) year extension for agreements as (set forth below) for the Hidalgo County Sheriff's Office (on an as needed basis), under the same rates, terms and conditions;
a. Southern Tire Mart, E-15-386-10-27 (C-14-324-12-02), "Purchase of Tires-Including Installation and other Related Services", effective, 12/06/16;
b. Pro-Tech Pest Control-C-13-146-08-06-Pest Control Services, effective, 01/01/17;
c. Tropical Texas Behavioral Health Ctr (MHMR)-Screening Assessments and Psychiatric Evaluation of Inmates Incarcerated at the County Jail, effective, 01/01/17.

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

**Vote:** 5 - 0 - Unanimously

**3.** **AI-57282** a. Presentation of the scoring/evaluation grid for the purpose of ranking by Commissioners Court the responses received in connection with the Request for Proposals for: Hidalgo County Sheriff's Office - Psychological Evaluation for All H.C. Law Enforcement Agencies" RFP 2016-357-10-12-HGO.

| PARTICIPANT | Grade/Score | Ranked |
|---|---|---|
| Rollins York & Associates | 60.5 | **3** |
| MLD Mental Health Services of South TX | 62.5 | **2** |
| Gregorio Piña PhD | 87 | **1** |

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

**Vote:** 5 - 0 – Unanimously

Martha Salazar informed that 13 packets were received.
b. Authority for Purchasing Department to proceed to commence to negotiate commencing with the number one ranked participant/firm of**Gregorio Pina PhD** in order to finalize a contract for the provision of "Psychological Evaluation Services for H.C. Law Enforcement Agencies".

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

**Vote:** 5 - 0 - Unanimously

WESTWOOD PHARMACY

# EXHIBIT B-1

| HILDALGO Non-Contract Utilization | Unit Price |
|---|---|
| ACETAMINOPHEN-cod #3 300 | $0.27 |
| ALLOPURINOL 100MG TAB | $0.41 |
| ALLOPURINOL 300MG TAB | $0.74 |
| AMITRIPTYLINE HCL 75MG TAB | $1.60 |
| AMOX-CLAV 875-125MG TAB | $2.70 |
| AMOX/CLAV ER 1000/62.5 TAB | $5.63 |
| ATENOLOL 25MG TAB | $0.45 |
| ATORVASTATIN 10MG TAB | $2.22 |
| AZITHROMYCIN 600MG TAB | $10.26 |
| BENZONATATE 100MG CAP | $1.38 |
| BUMETANIDE 1MG TAB | $0.73 |
| BUPROPION SR 150MG TAB | $1.07 |
| CALCIUM CARBONATE 1250/5ML SUS | $0.02 |
| CALCIUM/D 600-400 TAB | $0.02 |
| CARVEDILOL 6.25MG TAB | $1.16 |
| CEFDINIR 300MG CAP | $4.30 |
| CEFPROZIL 500MG TAB | $4.91 |
| CETIRIZINE HCL 10MG TAB | $0.04 |
| CHLORHEXIDINE GLUCONATE 0.12% SOL | $0.01 |
| CLOBETASOL 0.05% CREM | $5.22 |
| CLONAZEPAM 0.5MG TAB | $0.39 |
| CLOPIDOGREL 75MG TAB | $0.08 |
| CLOTRIMAZOLE 1% CREM | $0.09 |
| CLOTRIMAZOLE VAGINAL 2% CRM | $0.40 |
| COLCHICINE 0.6MG TAB | $5.66 |
| DAPSONE 100MG TAB | $2.82 |
| DESCOVY 200-25 MG TAB | $49.27 |
| DIVALPROEX 250MG DR TAB | $0.96 |
| DORZOLAMIDE-TIMOLOL 2-0.5%OP SOL | $6.74 |
| ERYTHROMYCIN 2% SOL | $0.70 |
| ERYTHROMYCIN OP OINT | $4.56 |
| FENOFIBRATE 145MG TAB | $3.15 |
| FENOFIBRATE 54MG TAB | $0.67 |
| FEXOFENADINE HCL 180MG TAB | $0.39 |
| FLUCONAZOLE 100MG TAB | $4.81 |
| FLUCONAZOLE 200MG TAB | $7.88 |
| FLUTICASONE 50MCG SPR | $2.93 |
| GENTAK 0.3% OP OINT | $4.72 |
| GNP MELATONIN 3MG TAB | $0.02 |
| GNP VITAMIN D3 2000UNIT TAB | $0.04 |
| HALOPERIDOL 2MG TAB | $0.53 |
| HAVRIX 1440 U/ML INJ | $58.75 |
| HYDROXYCHLOROQUINE 200MG TAB | $2.25 |
| ISOSORB MONO 30MG ER TAB | $0.43 |

WESTWOOD PHARMACY

| | |
|---|---|
| ISOSORBIDE MONONITRATE 60MG ER TAB | $0.40 |
| KETOCONAZOLE 2% CREM | $0.10 |
| LABETALOL 100MG TAB | $0.42 |
| LAMOTRIGINE 25MG TAB | $2.28 |
| LEVETIRACETAM 1000MG TAB | $3.87 |
| LEVOFLOXACIN 500MG TAB | $11.05 |
| LEVOTHYROXINE 100MCG TAB | $0.47 |
| LEVOTHYROXINE 200MCG TAB | $0.68 |
| LEVOTHYROXINE 75MCG TAB | $0.46 |
| LOSARTAN 100MG TAB | $1.71 |
| LOVASTATIN 40MG TAB | $2.35 |
| MEGESTROL AC 40MG/ML SUS | $0.33 |
| MELOXICAM 7.5MG TAB | $1.53 |
| METHIMAZOLE 10MG TAB | $0.65 |
| METHIMAZOLE 5MG TAB | $0.37 |
| METHOTREXATE 2.5MG TAB | $2.99 |
| METHYLPRED 4MG PAK TAB | $0.79 |
| METRONIDAZOLE 1% GEL | $3.88 |
| MICONAZOLE VAG CREAM 2% CRM | $0.13 |
| MUPIROCIN 2% CREM | $8.42 |
| NEOMYCIN-POLYMYXIN-HC 1% OTIC SUS | $8.46 |
| NEXIUM 20MG OTC CAP | $0.83 |
| NIFEDIPINE 60MG ER TAB | $2.09 |
| NIFEDIPINE ER 60MG TAB | $1.90 |
| NITROFUR MAC 100MG CAP | $2.84 |
| NITROFURANTOIN MONO MACRO 100MG CAP | $2.69 |
| OXYBUTYNIN 5MG TAB | $0.64 |
| PANTOPRAZOLE SODIUM 40MG TAB | $2.23 |
| PENTOXIFYLLI 400MG ER TAB | $0.54 |
| PERPHENAZINE 8MG TAB | $1.62 |
| PHENAZOPYRID 200MG TAB | $3.36 |
| PHENOBARB 60MG TAB | $0.44 |
| POLYETH GLYC 3350 NF POW | $0.05 |
| POTASSIUM CL ER 20MEQ TAB | $0.53 |
| PRAVASTATIN 20MG TAB | $1.80 |
| PRAZOSIN HCL 1MG CAP | $0.75 |
| PRAZOSIN HCL 2MG CAP | $1.11 |
| PRAZOSIN HCL 5MG CAP | $1.93 |
| PRENATAL PLUS IRON 29-1MG TAB | $0.15 |
| PRIMIDONE 50MG TAB | $0.28 |
| QUETIAPINE FUMARATE 25MG TAB | $2.20 |
| RANEXA ER 500MG TAB | $5.36 |
| RENAL CAPS SOFTGEL CAP | $0.37 |
| SILVASORB GEL | $0.60 |
| SPIRONOLACT 100MG TAB | $0.78 |

WESTWOOD PHARMACY

| | |
|---|---|
| SPIRONOLACTONE 25MG TAB | $0.24 |
| SPIRONOLACTONE 50MG TAB | $0.44 |
| SUDOGEST 60MG TAB | $0.06 |
| SULFASALAZINE 500MG TAB | $0.21 |
| TAMSULOSIN 0.4MG CAP | $2.32 |
| TIVICAY 50 MG TAB | $47.80 |
| TRI-CHLOR 80% SOL | $3.99 |
| TRIUMEQ TAB | $80.90 |
| VALSARTAN 40MG TAB | $3.27 |
| VALSARTAN 80MG TAB | $2.56 |
| VENTOLIN HFA INHALER AER | $2.84 |
| VERAPAMIL 80MG TAB | $0.29 |
| VIT D2 50,000 UNITS CAP | $1.09 |
| VITAMIN D3 2,000 UNIT CAP | $0.06 |
| VITAMIN E 200 UNITS CAP | $0.06 |
| VITAMIN E 400 UNITS CAP | $0.06 |

WESTWOOD PHARMACY

# EXHIBIT B-1

| HILDALGO Non-Contract Utilization | Unit Price |
|---|---|
| ACETAMINOPHEN-cod #3 300 | $0.27 |
| ALLOPURINOL 100MG TAB | $0.41 |
| ALLOPURINOL 300MG TAB | $0.74 |
| AMITRIPTYLINE HCL 75MG TAB | $1.60 |
| AMOX-CLAV 875-125MG TAB | $2.70 |
| AMOX/CLAV ER 1000/62.5 TAB | $5.63 |
| ATENOLOL 25MG TAB | $0.45 |
| ATORVASTATIN 10MG TAB | $2.22 |
| AZITHROMYCIN 600MG TAB | $10.26 |
| BENZONATATE 100MG CAP | $1.38 |
| BUMETANIDE 1MG TAB | $0.73 |
| BUPROPION SR 150MG TAB | $1.07 |
| CALCIUM CARBONATE 1250/5ML SUS | $0.02 |
| CALCIUM/D 600-400 TAB | $0.02 |
| CARVEDILOL 6.25MG TAB | $1.16 |
| CEFDINIR 300MG CAP | $4.30 |
| CEFPROZIL 500MG TAB | $4.91 |
| CETIRIZINE HCL 10MG TAB | $0.04 |
| CHLORHEXIDINE GLUCONATE 0.12% SOL | $0.01 |
| CLOBETASOL 0.05% CREM | $5.22 |
| CLONAZEPAM 0.5MG TAB | $0.39 |
| CLOPIDOGREL 75MG TAB | $0.08 |
| CLOTRIMAZOLE 1% CREM | $0.09 |
| CLOTRIMAZOLE VAGINAL 2% CRM | $0.40 |
| COLCHICINE 0.6MG TAB | $5.66 |
| DAPSONE 100MG TAB | $2.82 |
| DESCOVY 200-25 MG TAB | $49.27 |
| DIVALPROEX 250MG DR TAB | $0.96 |
| DORZOLAMIDE-TIMOLOL 2-0.5%OP SOL | $6.74 |
| ERYTHROMYCIN 2% SOL | $0.70 |
| ERYTHROMYCIN OP OINT | $4.56 |
| FENOFIBRATE 145MG TAB | $3.15 |
| FENOFIBRATE 54MG TAB | $0.67 |
| FEXOFENADINE HCL 180MG TAB | $0.39 |
| FLUCONAZOLE 100MG TAB | $4.81 |
| FLUCONAZOLE 200MG TAB | $7.88 |
| FLUTICASONE 50MCG SPR | $2.93 |
| GENTAK 0.3% OP OINT | $4.72 |
| GNP MELATONIN 3MG TAB | $0.02 |
| GNP VITAMIN D3 2000UNIT TAB | $0.04 |
| HALOPERIDOL 2MG TAB | $0.53 |
| HAVRIX 1440 U/ML INJ | $58.75 |
| HYDROXYCHLOROQUINE 200MG TAB | $2.25 |
| ISOSORB MONO 30MG ER TAB | $0.43 |

WESTWOOD PHARMACY

| | |
|---|---|
| ISOSORBIDE MONONITRATE 60MG ER TAB | $0.40 |
| KETOCONAZOLE 2% CREM | $0.10 |
| LABETALOL 100MG TAB | $0.42 |
| LAMOTRIGINE 25MG TAB | $2.28 |
| LEVETIRACETAM 1000MG TAB | $3.87 |
| LEVOFLOXACIN 500MG TAB | $11.05 |
| LEVOTHYROXINE 100MCG TAB | $0.47 |
| LEVOTHYROXINE 200MCG TAB | $0.68 |
| LEVOTHYROXINE 75MCG TAB | $0.46 |
| LOSARTAN 100MG TAB | $1.71 |
| LOVASTATIN 40MG TAB | $2.35 |
| MEGESTROL AC 40MG/ML SUS | $0.33 |
| MELOXICAM 7.5MG TAB | $1.53 |
| METHIMAZOLE 10MG TAB | $0.65 |
| METHIMAZOLE 5MG TAB | $0.37 |
| METHOTREXATE 2.5MG TAB | $2.99 |
| METHYLPRED 4MG PAK TAB | $0.79 |
| METRONIDAZOLE 1% GEL | $3.88 |
| MICONAZOLE VAG CREAM 2% CRM | $0.13 |
| MUPIROCIN 2% CREM | $8.42 |
| NEOMYCIN-POLYMYXIN-HC 1% OTIC SUS | $8.46 |
| NEXIUM 20MG OTC CAP | $0.83 |
| NIFEDIPINE 60MG ER TAB | $2.09 |
| NIFEDIPINE ER 60MG TAB | $1.90 |
| NITROFUR MAC 100MG CAP | $2.84 |
| NITROFURANTOIN MONO MACRO 100MG CAP | $2.69 |
| OXYBUTYNIN 5MG TAB | $0.64 |
| PANTOPRAZOLE SODIUM 40MG TAB | $2.23 |
| PENTOXIFYLLI 400MG ER TAB | $0.54 |
| PERPHENAZINE 8MG TAB | $1.62 |
| PHENAZOPYRID 200MG TAB | $3.36 |
| PHENOBARB 60MG TAB | $0.44 |
| POLYETH GLYC 3350 NF POW | $0.05 |
| POTASSIUM CL ER 20MEQ TAB | $0.53 |
| PRAVASTATIN 20MG TAB | $1.80 |
| PRAZOSIN HCL 1MG CAP | $0.75 |
| PRAZOSIN HCL 2MG CAP | $1.11 |
| PRAZOSIN HCL 5MG CAP | $1.93 |
| PRENATAL PLUS IRON 29-1MG TAB | $0.15 |
| PRIMIDONE 50MG TAB | $0.28 |
| QUETIAPINE FUMARATE 25MG TAB | $2.20 |
| RANEXA ER 500MG TAB | $5.36 |
| RENAL CAPS SOFTGEL CAP | $0.37 |
| SILVASORB GEL | $0.60 |
| SPIRONOLACT 100MG TAB | $0.78 |

WESTWOOD PHARMACY

| | |
|---|---|
| SPIRONOLACTONE 25MG TAB | $0.24 |
| SPIRONOLACTONE 50MG TAB | $0.44 |
| SUDOGEST 60MG TAB | $0.06 |
| SULFASALAZINE 500MG TAB | $0.21 |
| TAMSULOSIN 0.4MG CAP | $2.32 |
| TIVICAY 50 MG TAB | $47.80 |
| TRI-CHLOR 80% SOL | $3.99 |
| TRIUMEQ TAB | $80.90 |
| VALSARTAN 40MG TAB | $3.27 |
| VALSARTAN 80MG TAB | $2.56 |
| VENTOLIN HFA INHALER AER | $2.84 |
| VERAPAMIL 80MG TAB | $0.29 |
| VIT D2 50,000 UNITS CAP | $1.09 |
| VITAMIN D3 2,000 UNIT CAP | $0.06 |
| VITAMIN E 200 UNITS CAP | $0.06 |
| VITAMIN E 400 UNITS CAP | $0.06 |

**SPECIAL MEETING - February 21, 2017**

**BE IT REMEMBERED, that on this 21st day of February A.D., 2017, there was begun and held a SPECIAL MEETING of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:**

| | |
|---|---|
| HONORABLE RAMON GARCIA | HIDALGO COUNTY JUDGE |
| HONORABLE DAVID FUENTES | COMMISSIONER, PRECINCT NO. 1 |
| HONORABLE EDUARDO "EDDIE" CANTU | COMMISSIONER, PRECINCT NO. 2 |
| HONORABLE JOE M. FLORES | COMMISSIONER, PRECINCT NO. 3 |
| HONORABLE JOSEPH PALACIOS | COMMISSIONER, PRECINCT NO. 4 |

**and ARTURO GUAJARDO, JR., COUNTY CLERK & EX-OFFICIO CLERK OF THE COMMISSIONERS' COURT of Hidalgo County, Texas, wherein the following proceedings were had, to-wit:**

**AGENDA**
**CC REGULAR CONSENT**
**COMMISSIONERS' COURT**
**February 21, 2017**
**9:30 A.M.**

**NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:**

**NOTICE TO THE PUBLIC**
**CONSENT AGENDA**

**The following items are of a routine or administrative nature. The Commissioners' Court has been furnished with background and support on each item, and/or it has been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by a Court Commissioner, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote.**

On motion by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, seconded by COMMISSIONER PCT. 1, DAVID FUENTES, the Court made a UNANIMOUS vote of approval with the exception of Items.13.A. and 13.G.

**Vote:** 5 - 0 -Unanimously **APPROVED**

*Court proceeded to Consent Item.13.A.*

| | | |
|---|---|---|
| **1.** | **AI-58646** | **Approval of check register and payment of claims and bills** - (Payments from Juvenile Probation, Adult Probation, LEOSE Fund, DA Motor Vehicle Theft Fund, DA Check Fraud Fund, DA Forfeiture Fund, Sheriff Forfeiture Funds, Constable Forfeiture Funds, HIDTA Forfeiture Funds and VIT Interest Fund are presented for recording purposes only.) |
| **2.** | | **Auditor's Office:** |
| **A.** | **AI-58655** | Presentation of Fund Information Report |
| **B.** | **AI-58446** | Pursuant to Local Government Code Section 115.0035, requesting approval of the attached reports. |
| **C.** | **AI-58550** | Pursuant to Local Government Code Sections 114.023-.025, requesting approval of Monthly Financial Report for the Month of December 2016. |
| **3.** | | **2017 Intradepartmental transfers:** |
| **A.** | **AI-58566** | 2017 - Mailing Services (1100) |
| **B.** | **AI-58567** | 2017 - Executive Office (1100) |
| **C.** | **AI-58632** | 2017 - Sheriff's Investigation HB65 (1227) |
| **D.** | **AI-58611** | 2017 - Health & Human Services Dept. / H.D. Adm (1293) |
| **E.** | **AI-58610** | 2017 - Health & Human Services Dept. / CPS-HAZARDS (1293) |
| **F.** | **AI-58589** | 2017 - Tax Office (1100) |

| | |
|---|---|
| 02/01-01/17 | $147,151.32 |
| 02/02-08/17 | $416,140.71 |
| TOTAL | $810,790.93 |

2. Approval of wire transfer to cover claims paid.

**E.** **AI-58512** Self-Insured (2202):
Requesting approval of reimbursement of the Hidalgo County Workers' Comp. Claims paying account for claims paid by Tristar Risk Management for the period of February 1-15, 2017 in the amount of $75,677.62 and requesting approval of wire transfer.

**F.** Interfund transfers:

**1.** **AI-58624** TxDOT Pct 2 McColl Rd Project (1315):
Approval of 2016 inter-fund transfer from CO2010A&B-Pct 2 Various Projects (Fund 1342) to TxDOT Pct 2 McColl Rd Project (Fund 1315) in the amount of $11,126.00 to fund acquisition expenditures.

**2.** **AI-58617** TxDOT Pct 2 Regional Park Project (1315):
Approval of 2016 inter-fund transfer from CO2016-Pct 2 Regional Park Project (Fund 1350) to TxDOT Pct 2 Regional Park Project (Fund 1315) in the amount of $218,941.35 to fund project expenditures .

**13.** **Purchasing Dept:**

**Notes:**
**A. FOR ANY CONTRACTS(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.**

**B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).**

**A.** **AI-58594** Pct 1 Border Ave (M5N-M6N): Concurrence of Change Order #1-3 as submitted by the City of Weslaco for the Border Ave Road Project.

Martha Salazar requested the court to proceed with the approval subject to the receipt of the change orders.

On motion by COMMISSIONER PCT. 1, DAVID FUENTES, seconded by COMMISSIONER PCT. 2, EDUARDO “EDDIE” CANTU, the Court made a UNANIMOUS vote of approval subject to the receipt of the change orders.

**Vote:** 5 - 0 – Unanimously

*Court proceeded to Item.13.G.*

**B.** **AI-58559** Acceptance and approval of formal resignation/retirement letter received from Dr. Marin Garza (effective 12/1/16) including the expiration/termination of Contract #E-16-117-04-05.

**C.** **AI-58507** a). Approval of invoice #11326117 for Work Authorization No. 2 in the amount of $1,700.00 submitted by L&G Consulting Engineers Inc., awarded contractor for Precinct's 4's, FM 2220 (Ware Road) Project, C-13-178-08-20.

b). Approval of Payment Application No. 1, invoice #2016-068 in the amount of $47,075.25 submitted by RG Enterprises, LLC., dba, G&G Contractors, awarded contractor for Precinct's 4', Concrete Walking Trail at San Carlos CRC & Sunflower Park, C-16-226-06-20.

**W.** **AI-58478** Hidalgo County Clerk - Recording Department requests approval to enter into a 36 month capital lease with G.E. Capital Information Technology Solutions, dba, Ricoh, awarded through HC membership/participation with Texas Department of Information Resources contract: DIR-TSO-3041 with all supporting documentation attached/contained herein.

**X.** **AI-58479** Hidalgo County Clerk - Criminal Department requests approval to enter into a 36 month capital lease with G.E. Capital Information Resources, dba, Ricoh, awarded through HC membership/ participation with Texas Department of Information Resources awarded contract: DIR-TSO-3041 with all supporting documentation attached/ contained herein.

**Y.** **AI-58480** Hidalgo County Clerk:
Civil Department, requests approval to enter into a 36 month capital lease agreement with Ricoh, awarded vendor through HC membership/ participation with Texas Department of Information Resources (DIR-TSO-3041), with all supporting documentation attached/ contained herein.

**Z.** **AI-58481** Co Clerk:
Approval to enter into a 36 month capital lease with G.E. Capital Information Solutions, dba, Ricoh, awarded through HC membership/ participation with Texas Department of Information Resources contract: DIR-TSO-3041 with all documentation attached/ contained herein.

**AA.** **AI-58484** Approve request for Payment-Application #4 in the amount of $600,611.04 as submitted by IOC Company, LLC awarded under Contract #C-16-289-09-06 (PO #750987) for the provision of Paving & Drainage Improvements for Project: Nittler Road.

**BB.** **AI-58497** SHERIFF'S OFFICE
Requesting authority to exercise the **Sixty (60) Day** grace period extension as provided in the current agreements (under the same rates, terms and conditions) or [upon completion of the procurement process which ever comes first] and is most advantageous to Hidalgo County for the following:

- Purpose Driven Polygraph Investigative - (E-16-104-03-07) - commencing, 03/05/17, expiring, 05/04/17.
- South Texas Communications - (E-16-105-03-07) - commencing, 03/12/17, expiring, 05/11/17.

**CC.** **AI-58353** Ratification of Change Order No. 1 in connection with contract #C-16-279- 09-06 for Hidalgo County Precinct No. 1 - Mile 11 N Paving & Drainage Improvements (from FM 1015 to Mile 1 West) as recommended by project engineer Sames Engineering & Surveying, Jessica M. Maldonado, P.E. with a cost increase in the amount of $8,496.00 with no additional calendar/working days and subject to compliance with HB 1295 when and if applicable.

**DD.** **AI-58544** Pursuant to HCCC [Regular AI#57333/11-15-16] and the current agreement between Hidalgo County [SO] and MAO Westwood Pharmacy, Inc., dba, Westwood Pharmacy [Contract #E-16-039-01-05] approval to "Amend" Exhibit "B" & "B-1" to reflect the additional listing of legend and non-legend pharmaceuticals prescribed by physicians and titled Exhibit "B-2".

APPROVED

**EE.** **AI-58336** Requesting authority to advertise and approval of procurement packet (i.e., specifications, legal notice, etc.) as attached hereto for Hidalgo County Sheriff's Office-Polygraph Examiner (Pre-employment, Criminal, Suitability) RFB No 2017-038-SMA; including the authority to re-advertise the project in the event that not bids are received and/or are rejected and project is still required.

WESTWOOD PHARMACY

# EXHIBIT B-2

| Drug Name | Unit Price |
|---|---|
| Acetaminophen 500 mg | $0.01 |
| Amlodipine 5 mg | $0.08 |
| Atenolol 100 mg | $0.06 |
| Vitamin b-1 100 mg | $0.03 |
| Chlorpromazine 50 mg | $7.70 |
| Clonidine 0.1 mg | $0.05 |
| Dilantin 100 mg | $0.23 |
| Escitalopram 20 mg | $0.46 |
| Prozac 20 mg | $0.05 |
| Prozac 40 mg | $0.74 |
| Glimepiride 4 mg | $0.13 |
| Ondansetron 4 mg | $0.44 |
| Metoprolol 50 mg | $0.03 |
| Quetiapine 100 mg | $0.44 |
| Pharbechlor 4 mg | $0.01 |
| Venlafaxine 75 mg | $0.36 |
| Reguloid 10oz | $0.02 |
| Tussin 15ml | $0.02 |
| Mylanta 12 oz | $0.01 |
| Anti-Dandruff 7oz | $0.01 |
| Triamcinolone Cream 1lb | $0.04 |
| Lice Treatment 1% 4oz | $0.04 |
| De-Licer Shampoo 4oz | $0.04 |
| Lidocaine Solution 1% 10box | $5.30 |
| Glucagon Kit | $257.60 |
| Tetanus inj 0.5ml | $39.60 |
| Humulin R | $13.79 |
| Novolog 70/30 vial | $26.49 |
| Clozaril 50 mg | $1.32 |
| Clozaril 25 mg | $0.89 |
| Stelazine 2 mg | $0.90 |
| Ergocalciferol 50,000 IU | $0.36 |
| Flagyl 250 mg | $0.28 |
| Flagyl 500 mg | $0.48 |
| Pyridium 100 mg | $0.80 |
| Pyridium 200 mg | $1.56 |
| Abacavir 300 mg | $6.83 |
| Atacand 8 mg | $2.64 |
| Atacand 16 mg | $2.64 |
| Atacand 32 mg | $3.58 |
| Viread 300 mg | $33.26 |
| Navane 5 mg | $1.91 |
| Navane 10 mg | $2.69 |
| Aricept 5 mg | $0.17 |

WESTWOOD PHARMACY

# EXHIBIT B-2

| | |
|---|---|
| Procardia XL 60 mg | $1.81 |
| Tessalon Perles 100 mg | $0.30 |
| Spironolactone 25 mg | $0.20 |
| Colchicine 0.6 mg | $5.61 |
| Nadolol 20 mg | $2.74 |
| Prazosin 1 mg | $0.54 |
| Prazosin 2 mg | $0.79 |
| Seroquel 400mg | $0.93 |
| Namenda XR 21 mg | $12.92 |
| Levaquin 250 mg | $0.59 |
| Latuda 80 mg | $33.77 |
| Symbicort 80/4.5 | $26.48 |
| Symbicort 160/4.5 | $30.26 |
| Pulmicort 0.25mg/2ml | $3.77 |
| Pulmicort 0.5mg/2ml | $4.43 |
| Pulmicort 1mg/2ml | $9.23 |
| Acyclovir 400 mg | $0.17 |
| Acyclovir 800 mg | $0.30 |
| Lamisil 250 mg | $0.43 |
| Norvir 100 mg | $8.57 |
| Valtrex 500 mg | $0.77 |
| Valtrex 1gm | $1.30 |
| Tivicay | $51.19 |
| Prezista 800 mg | $48.83 |
| Truvada | $48.88 |
| Mag Oxide 400 mg | $0.02 |
| Cefdinir 300 mg | $2.55 |
| Augmentin 875/125 mg | $1.18 |
| Strattera 40 mg | $14.32 |
| Strattera 60 mg | $14.32 |
| Vigamox 0.5% gtts | $51.65 |
| Triumeq | $86.63 |
| Lovastatin 40 mg | $0.34 |
| Sulfasalazine 500 mg | $0.19 |
| Omnicef 300 mg | $2.55 |
| Epzicom 600/300 mg | $37.20 |
| Prezcobix | $55.81 |
| Sustiva | $32.69 |
| Lamivudine 150 mg | $5.75 |
| Lamivudine 300 mg | $5.75 |
| Pravastatin 40 mg | $0.72 |
| Levetiracetam 500 mg | $0.33 |
| Amox/Clav 500/125 mg | $0.99 |
| Magic Mouth Wash | $0.07 |
| Warfarin 2 mg | $0.33 |

WESTWOOD PHARMACY

# EXHIBIT B-2

| | |
|---|---|
| Pilocarpine 2% op sol | $5.38 |
| Olanzapine 20 mg | $1.99 |
| Abacavir-Lamivudine 600-300 | $37.20 |
| Prezcobix 800-150 | $55.81 |
| Acidophilus 175 mg | $0.04 |
| Pink Bismuth 262 mg | $0.06 |
| Neo-Poly HC 1% otic soln | $4.61 |

ZIPROASIDONE, 80MG, CAP
OLANSAPINE 5MG, TAB

**AI-60165** **Purchasing Department** **11. H.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted For:** Eddie Cantu, COMM. PCT. #2 **Submitted By:** Carlos Jasso, COMM. PCT. #4

**Department:** COMM. PCT. #2

## Information

**CAPTION**

Approval of payment of Invoice #11326317 in the amount of $8,227.47 as submitted by project engineer, L&G Consulting Engineers Inc., for engineering services provided under Contract C-15-097-03-17(WA#4), for Pct 2 Nolana Loop project.

**BACKGROUND**

## Fiscal Impact

**CALENDAR YEAR:** 2017 **ACCT. #:** 7-1315-431-00-122-081-0-XXX

**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:** N

**BUDGETARY IMPACT:**

Funds available through PO#735496

841-> $6,458.58
721-> $34,678.77

## Attachments

Invoice#11326317

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing - Internal | Marty Salazar | 06/08/2017 01:09 PM |
| Budget & Management | Veronica Ortiz | 06/08/2017 01:13 PM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |
| Form Started By: Carlos Jasso | | Started On: 06/07/2017 10:02 AM |
| Final Approval Date: 06/09/2017 | | |

**L &G Consulting Engineers Inc**
**2100 W. Expressway 83**
**Mercedes, TX 78570**
**(956)565-9813 Fax (956)565-9018**

**INVOICE#:** 11326317
**INVOICE DATE:** 5/31/2017

**BILL TO:** 93
Hidalgo County Pct. #2
300 W. Hall Acres, Suite G
Pharr, TX 78577

**JOB:**150204
On-Call Services for "Road and Bridge CIP & Other Projects"
Nolana Loop - WA#4

| DESCRIPTION | CONTRACT | PREVIOUS APPLICATIONS | CURRENT COMPLETED | TOTAL COMPLETED | % COMPL | BALANCE TO FINISH |
|---|---|---|---|---|---|---|
| Engineering services for the month of May 2017. | | | | | | |
| 10213-Coord W/HCMPO | 17,848.20 | 17,848.20 | | 17,848.20 | 100.0 | - |
| 10214-Support w/Pct #2 | 11,425.38 | 11,425.38 | | 11,425.38 | 100.0 | - |
| 10215-Coord w/Cities | 23,037.76 | 23,037.76 | | 23,037.76 | 100.0 | - |
| 11009-Update Schematic | 32,115.06 | 32,115.06 | | 32,115.06 | 100.0 | - |
| 12001-EA Reports | 89,419.20 | 89,419.20 | | 89,419.20 | 100.0 | - |
| 12002-Public Involment | 12,260.16 | 12,260.16 | | 12,260.16 | 100.0 | - |
| 12008-Eng Support Public Meeting | 7,837.04 | 7,837.04 | | 7,837.04 | 100.0 | - |
| 16101-Hydro Map | 36,332.28 | 36,332.28 | | 36,332.28 | 100.0 | - |
| Sub Total | 230,275.08 | 230,275.08 | 0.00 | 230,275.08 | 100.0 | - |
| Supplemental #1 to Work Authorization #4 | | | | | | |
| 12001-EA Reports | 109,699.60 | 68,562.25 | 8,227.47 | 76,789.72 | 70.0 | 32,909.88 |
| Sub Total | 109,699.60 | 68,562.25 | 8,227.47 | 76,789.72 | 70.0 | 32,909.88 |
| TOTAL: | 339,974.68 | 298,837.33 | 8,227.47 | 307,064.80 | 90.3 | 32,909.88 |

PROJECT MANAGER'S SIGNATURE

| | | |
|---|---|---|
| ORIGINAL CONTRACT SUM | $ | 230,275.08 |
| CHANGE BY CHANGE ORDER | $ | 109,699.60 |
| CONTRACT SUM TO DATE | $ | 339,974.68 |
| TOTAL COMPLETED TO DATE | $ | 307,064.80 |
| LESS PREVIOUS INVOICES | $ | 298,837.33 |
| CURRENT PAYMENT DUE | $ | 8,227.47 |

INVOICE RECEIVED BY: Elizabeth Cisneros ON 6/1/17
GOODS/SERVICES RECEIVED BY: Eduardo Cantu ON 5/1-5/31/2017

PO # 735496
7-1315-431-00-122-081 -0- 721|841
Req # 208891
721: $6,955.76 841: $1,291.71

L&G Engineering
Transportation Consultants

June 1, 2017

Mr. Armando Garza, Jr., Chief Administrator
**Attn: Ms. Erika Zamora, Director of Administrative Operations**
Hidalgo County Precinct No. 2
300 West Hall Acres Rd
Pharr, Texas 78589

**RE: Work Authorization #4 on Contract # 15-097-03-17 - On-Call Services for "Road and Bridge, C.I.P. and Other Projects in General" – Nolana Loop Pending Proj Development Activities PO #735496 – L&G Project #150204**

Dear Mr. Garza,

Attached for your review and approval is our invoice for the services rendered under Work Authorization #4 on the subject referenced project for the month of May 2017. Attached are the following:

- L&G's Invoice
- Exhibit C – Work Schedule

The following is a narrative of the progress report for this work authorization.

**Work Authorization #4**

| TASK | | % COMPL |
|---|---|---|
| **FC 10213 ~ COORDINATE WITH HCMPO TO SECURE FUNDING** | | |
| **NO UPDATE:** This task is complete. | **L&G** | **100%** |
| **FC 10214 ~ SUPPORT/STRATEGIZING WITH HIDALGO CO. PCT 2 ON PROJECT DEVELOPMENT ACTIVITIES** | | |
| **NO UPDATE:** This task is complete. | **L&G** | **100%** |
| **FC 10215 ~ COORDINATION WITH CITIES/HCDD#1/TxDOT** | | |
| **UPDATED:** L&G has fully coordinated with all local entities regarding the development of this project. This task is complete. | **L&G** | **100%** |
| **FC 11009 ~ UPDATE AND UPGRADE SCHEMATIC** | | |
| **NO UPDATE:** We submitted the final schematic to TxDOT for approval on 2/14/2017. This task is complete. | **L&G** | **100%** |
| **FC 12001 ~ ENVIRONMENTAL DOCUMENT REVISIONS AND UPDATE** | | |
| **NO UPDATE:** This task is complete. | **L&G** | **100%** |
| **FC 12002 ~ PUBLIC INVOLVEMENT FOR PROJECT & 1 PUBLIC MTG** | | |
| **NO UPDATE:** L&G prepared and submitted the response to comments and public meeting documentation packet. This task is complete. | **L&G** | **100%** |

| | | |
|---|---|---|
| **FC 12008 ~ ENGINEERING TECHNICAL SUPPORT AT PUBLIC MEETINGS WITH LAYOUTS, ETC.** | | |
| **NO UPDATE:** This task is complete. | **L&G** | **100%** |
| **FC 16101 – HYDROLOGIC MAP DEVELOPMENT** | | |
| **NO UPDATE:** We submitted the final schematic and corresponding hydrologic map to TxDOT for approval on 2/14/2017. This task is complete. | **L&G** | **100%** |

**Supplemental #1 to Work Authorization #4**

| | | |
|---|---|---|
| **FC 12001 ~ ENVIRONMENTAL DOCUMENT REVISIONS AND UPDATE** | | |
| **UPDATED:** L&G submitted the Biological Technical Report and Community Impacts Technical Report. L&G provided QA/QC on the historical survey report and Historical Commission coordination letters. L&G continues to prepare the remaining technical reports. | **L&G** | **70%** |

Should you have any questions regarding this submittal or would like clarification on any aspect of the project, please do not hesitate to call me at (956) 585-1909.

Sincerely,

Robert Macheska, P.E., CFM
Project Manager

Attachments

# Purchase Order
# COUNTY OF HIDALGO

PO# 735496

DATE: 12/11/15

PAGE NO: 1 Of 1

PO TYPE:

VENDOR: 280046 REQ: 00288811

PHONE: (956)565-9813

Fax: (956)965-6746 EMAIL:

L & G CONSULTING ENGINEERS, INC.
2100 W. EXPRESSWAY 83
MERCEDES TX 78570

SHIP TO: HIDALGO CO. PCT 2
300 WEST HALL ACRES, SUITE G
PHARR TX 78577

CONTACT:

SITE: COMMISSIONER, PRECINCT 2

CONTRACT NO: C-15-097-03-17

SPECIAL INSTRUCTIONS:

**VENDOR NOTES**

1. Do not add to, or alter this Purchase Order. This Order is not renewable.
2. TAX EXEMPTION: This Purchase Order may be accepted in lieu of Exemption Certificate.
3. This Order is also placed F.O.B. Destination. Vendor must repay all shipping costs.
4. Invoice each Purchase Order singly. Original invoices are required customer copy may be accepted. Out number must appear on all invoices bills of lading, and packages.
5. Payment will be made only for bona fide and full completed orders, unless otherwise attached

| QTY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | DO NOT DUPLICATE ORDER | | |
| | | CONTRACT NO. C-15-097-03-17 EXPIRES 3/16/2016- TXDOT PCT 2 NOLANA LOOP PROJECT (FM1426 TO FM 88) - WORK AUTH NO. 4 FOR ENGINEERING SERVICES APPROVED BY CC 12/1/15 AI#52375 | | |
| | | ICA W SAN JUAN APPROVED BY CC 9/4/12 AI 33885 PROJECT LENGTH 51,829.5LF COUNTY LIMITS 43,706LF (84.3%) AND CITY LIMITS 8,123.5LF (15.7%) | | |
| 1.00 | LOT | CC WORK AUTHORIZATION NO. 4 TO PROVIDE ENVIRONMENTAL ASSESSMENT COMPLETION, PUBLIC INVOLVEMENT, HYDROLOGIC MAPPING, ETC. FOR THE PCT 2 NOLANA LOOP PENDING PROJECT DEVELOPMENT ACTIVITIES | 230,275.08 | 230,275.08 |
| | | | TOTAL: | 230,275.08 |
| | | REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 | | |
| | | ********** For Hidalgo County use only | | |
| | | 5-1315-431-00-122-081-0-721 | 194,121.89 | |
| | | 5-1315-431-00-122-081-0-841 | 36,153.19 | |

HIDALGO COUNTY
PRECINCT NO. 2
2015 DEC 15 AM 8 14

SCANNED
12/15/15

Authorized by: Martha L Salazar

**AI-60167** **Purchasing Department** **11. I.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted For:** Eddie Cantu, COMM. PCT. #2 **Submitted By:** Carlos Jasso, COMM. PCT. #4

**Department:** COMM. PCT. #2

---

## Information

**CAPTION**

Approve payment of Invoice #11326311 in the amount of $2,342.28 submitted by project engineer, L&G Consulting Engineers Inc., for engineering services provided under Contract C-16-171-04-12 (WA#1), for Pct 2 Dicker Road project.

**BACKGROUND**

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## Fiscal Impact

**CALENDAR YEAR:** 2017 **ACCT. #:** 7-1315-431-00-122-062-0-721

**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:** N

**BUDGETARY IMPACT:**

Funds available through PO#749052, in the amount of $11,229.12

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## Attachments

Invoice#11326311

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing - Internal | Marty Salazar | 06/08/2017 01:09 PM |
| Budget & Management | Veronica Ortiz | 06/08/2017 01:13 PM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |
| Form Started By: Carlos Jasso | | Started On: 06/07/2017 10:08 AM |
| Final Approval Date: 06/09/2017 | | |

**L & G Consulting Engineers Inc**
**2100 W. Expressway 83**
**Mercedes, TX 78570**
**(956) 565-9813 Fax (956) 565-9018**

**INVOICE #:** 11326311
**INVOICE DATE:** 05/31/17

**BILL TO:** 93
Hidalgo County Pct. #2
300 W. Hall Acres, Suite G
Pharr, TX 78577

**JOB:** 161601
Dicker Road Project WA#1 ✓
On-Call Services #16-171-04-12
PO#749052 ✓

| DESCRIPTION | CONTRACT | PREVIOUS APPLICATIONS | CURRENT COMPLETED | TOTAL COMPLETED | % COMPL | BALANCE TO FINISH |
|---|---|---|---|---|---|---|
| Engineering services for the month of May 2017. | | | | | | |
| 11003-PS&E | 13,375.44 | 12,037.90 | 668.77 | 12,706.67 | 95.0 | 668.77 |
| 11008-Coord w/TxDOT | 10,575.90 | 9,518.31 | 528.80 | 10,047.11 | 95.0 | 528.79 |
| 11009-Coord w/HCMPO | 12,193.30 | 12,193.30 | | 12,193.30 | 100.0 | |
| 16306-Bid Assistance | 65,445.76 | 58,901.18 | | 58,901.18 | 90.0 | 6,544.58 |
| 16309-Mtgs/Coordinat | 12,193.30 | 10,973.97 | 609.67 | 11,583.64 | 95.0 | 609.66 |
| 60101-Comp. Utility | 10,700.80 | 9,630.72 | 535.04 | 10,165.76 | 95.0 | 535.04 |
| TOTALS: | 124,484.50 ✓ | 113,255.38 | 2,342.28 | 115,597.66 | 92.9 | 8,886.84 |

PROJECT MANAGER'S SIGNATURE

| | | |
|---|---|---|
| ORIGINAL CONTRACT SUM | $ | 124,484.50 ✓ |
| CHANGE BY CHANGE ORDER | $ | 0.00 |
| CONTRACT SUM TO DATE | $ | 124,484.50 ✓ |
| TOTAL COMPLETED TO DATE | $ | 115,597.66 ✓ |
| LESS PREVIOUS INVOICES | $ | 113,255.38 ✓ |
| CURRENT PAYMENT DUE | $ | 2,342.28 |

PO# 749052
1-1315-431-00-122-062-0-721
Req # 385089

INVOICE RECEIVED BY: Elizabeth Cantu ON 6/1/17
GOODS/SERVICES RECEIVED BY: Eduardo CANTU ON 5-31-2017

| | | |
|---|---|---|
| **FC 16306 ~ Development of Specifications & Contract Documents (Bid Assistance & Legal Notice)** | | |
| L&G has developed a draft Bid Documents including Hidalgo County and TxDOT provisions as require for Local Let Projects. L&G has begun to update Bid Documents based on recent 100% submittal. Draft bid doc is available upon request. | L&G | 90.0% |
| **FC 16309 ~ Meetings & Coordination** | | |
| L&G continues to hold meeting at L&G office to discuss progress and action items that are needed to complete PS&E. Discussion topics and minutes are documented. | L&G | 95.0% |
| **FC 60101 ~ ROW/Utility Compensability Research** | | |
| L&G in coordination with TEDSI is continuing to gather information necessary in determining Gas Companies actual property interest. TEDSI and L&G continue to research how to handle abandoned gas lines that are in conflict with proposed improvements. L&G and Pct #2 Staff met to discuss compensable process and coordination with Utility Legal and County Legal about agreements needed. Pct #2 staff and L&G staff continue to obtain title information to verify possible easement which give property rights to the Utility Companies requesting compensation. | L&G | 95.0% |

Should you have any questions regarding this submittal or would like clarification on any aspect of the project, please do not hesitate to call me at (956) 585-1909.

Sincerely,

Ricardo Gallaga, P.E.
Project Manager

L&G Engineering
Transportation Consultants

June 1, 2017

Mr. Armando Garza, Jr., Chief Administrator
**Attn: Ms. Erika Zamora, Director of Administrative Operations**
Hidalgo County Precinct No. 2
300 West Hall Acres Rd
Pharr, Texas 78589

**RE: Work Authorization #1 on Contract # 16-171-04-12 - On-Call Services for "Road and Bridge,**
**C.I.P. and Other Projects in General" – Dicker Road Project**
**PO# 749052 Job#161601**

Dear Mr. Garza,

Attached for your review and approval is our invoice for the services rendered during the month of May 2017 on the subject referenced project.

The following is attached:

- L&G's Invoice
- Work Schedule

| TASK | | % COMPL |
|---|---|---|
| | | |
| **FC 11003 ~ PS&E Review & QA/QC** | | |
| L&G has coordinated with TEDSI and is in the process of reviewing 100% plan submittal. L&G has provided a couple of comments to Mr. Roberto Fina. TEDSI has submitted 100% completed plans to TxDOT for their review and comment. L&G anticipates being complete with review by end of May 2017. | L&G | 95.0% |
| **FC 11008 ~ Coordination with TxDOT (AFA, EDC Affidavit, local letting schedule, DBE %, etc.)** | | |
| L&G continues to assist and coordinate with Pct #2 in preparing needed documentation for AFA and local letting schedule. L&G has coordinated with Design Engineer, TxDOT and Pct #2 in order to submit documentation necessary to obtain EDC assistance. | L&G | 95.0% |
| **FC 11009 ~ Coordination with HCMPO (Securing add'l funding & moving project into the UTP)** | | |
| L&G has coordinated with HCMPO to secure additional dollars needed to fund this project for construction. Pct#2 and L&G may possibly approach HCMPO about additional monies needed to address possible shortage on Compensable Utility dollars. | L&G | 100.0% |

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-9813 • Fax (956) 565-9018
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

# Purchase Order
# COUNTY OF HIDALGO

PO# 749052

DATE: 08/31/16

PAGE NO: 1 Of 1

PO TYPE:

VENDOR: 280046 REQ: 00305089

PHONE: (956)565-9813

Fax: (956)565-6746 EMAIL:

L & G CONSULTING ENGINEERS, INC.
2100 W. EXPRESSWAY 83
MERCEDES TX 78570

SHIP TO: HIDALGO CO. PCT 2
300 WEST HALL ACRES, SUITE G
PHARR TX 78577

CONTACT: Eduardo Cantu (956)787-1891

SITE: COMMISSIONER, PRECINCT 2

CONTRACT NO: C-16-171-04-12

SPECIAL INSTRUCTIONS:

**VENDOR NOTES**

1. Do not add to, or alter this Purchase Order. This Order is not renewable.
2. TAX EXEMPTION: This Purchase Order may be accepted in lieu of Exemption Certificate.
3. This Order is also placed F.O.B. Destination. Vendor must repay all shipping costs.
4. Invoice each Purchase Order singly. Original invoices are required customer copy may be accepted. Out number must appear on all invoices, bills of lading, and packages.
5. Payment will be made only for bona fide and full completed orders, unless otherwise attached.

| QTY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | DO NOT DUPLICATE ORDER | | |
| | | C-16-171-04-12 EXPIRES 4/11/2017 - PCT 2 DICKER ROAD<br>PROJECT - GENERAL ENGINEERING CONSULTANT SERVICES<br>WORK AUTH#1 APPROVED 8/9/16 AI#55670 | | |
| 1.00 | LOT | CC WORK AUTHORIZATION NO. 1 FOR ENGINEER TO PROVIDE GENERAL ENGINEERING CONSULTANT SERVICES FOR PCT 2 DICKER ROAD PROJECT | 124,484.50 | 124,484.50 |
| | | TOTAL: | | 124,484.50 |

**********
For Hidalgo County use only

6-1315-431-00-122-062-0-721 124,484.50

HIDALGO COUNTY
PRECINCT NO. 2
2016 SEP 1 PM 3 47

SCANNED

Authorized by: Martha L Salazar

**AI-60168** **Purchasing Department** **11. J.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted For:** Eddie Cantu, COMM. PCT. #2 **Submitted By:** Carlos Jasso, COMM. PCT. #4

**Department:** COMM. PCT. #2

---

**Information**

**CAPTION**

Approve payment of Invoice #11326321 in the amount of $21,368.62 submitted by project engineer, L&G Consulting Engineers Inc., for engineering services provided under Contract C-15-300-09-01(WA#1), for Pct 2 Cesar Chavez Road Project.

**BACKGROUND**

---

**Fiscal Impact**

**CALENDAR YEAR:** 2017 **ACCT. #:** 7-1200-431-00-122-117-0-841/721

**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Funds available through PO#732294
841-> $276.523.00
721-> $97,156.74

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**Attachments**

Invoice#11326321

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing - Internal | Marty Salazar | 06/08/2017 01:13 PM |
| Budget & Management | Veronica Ortiz | 06/08/2017 01:17 PM |
| Linda Flores | Linda Flores | 06/08/2017 01:49 PM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |
| Form Started By: Carlos Jasso | | Started On: 06/07/2017 10:17 AM |
| Final Approval Date: 06/09/2017 | | |

**L &G Consulting Engineers Inc**
**2100 W. Expressway 83**
**Mercedes, TX 78570**
**(956)565-9813 Fax (956)565-9018**

**INVOICE#:** 11326321
**INVOICE DATE:** 5/31/2017

**BILL TO:** 93
Hidalgo County Pct. #2
300 W. Hall Acres, Suite G
Pharr, TX 78577

PO # 732294
7-1200-431-00-122-111-0-841
Rec # 284176

**JOB:** 151101
✓ Cesar Chavez Road Project
WA#1 - PO#732294 ✓

| DESCRIPTION | CONTRACT | PREVIOUS APPLICATIONS | CURRENT COMPLETED | TOTAL COMPLETED | % COMPL | BALANCE TO FINISH |
|---|---|---|---|---|---|---|
| Engineering services for the month of May 2017. | | | 121 - 26% | | 841 - 74% | |
| 10201-TxDOT Program | 80,030.00 | 80,030.00 | | 80,030.00 | 100.0 | - |
| 11005-Pre Comp Util | 54,003.64 | 54,003.64 | | 54,003.64 | 100.0 | - |
| 11006-Design Schem | 49,506.86 | 44,556.17 | | 44,556.17 | 90.0 | 4,950.69 |
| 11007-Prelim ROW Req | 57,029.68 | 57,029.68 | | 57,029.68 | 100.0 | - |
| 11008-Schm Rdwy TxDOT | 225,159.12 | 202,643.21 | | 202,643.21 | 90.0 | 22,515.91 |
| 11009-Update Schem | 58,005.14 | 52,204.63 | | 52,204.63 | 90.0 | 5,800.51 |
| 12002-Pub Invmt (PM) | 41,627.68 | 8,325.54 | | 8,325.54 | 20.0 | 33,302.14 |
| 12003-Pub Invmt (PH) | 41,627.68 | | | 0.00 | 0.0 | 41,627.68 |
| 12006-Env. Doc TxDOT | 174,851.96 | 92,264.83 | | 92,264.83 | 52.8 | 82,587.13 |
| 12007-Arch & Hist | 35,157.12 | | | 0.00 | 0.0 | 35,157.12 |
| 12008-Eng/Pub Mtgs | 56,431.72 | 50,788.55 | | 50,788.55 | 90.0 | 5,643.17 |
| 12009-ENG/Pub Hearin | 22,505.04 | | | 0.00 | 0.0 | 22,505.04 |
| 12070-Arch & Hist/SUB | 29,851.40 | | | 0.00 | 0.0 | 29,851.40 |
| 15006-Field Surveys | 3,228.38 | 2,905.54 | | 2,905.54 | 90.0 | 322.84 |
| 15060-Field Survey | 131,200.00 | 61,987.39 | | 61,987.39 | 47.2 | 69,212.61 |
| 16101-Hydro Map | 91,001.66 | 81,901.49 | | 81,901.49 | 90.0 | 9,100.17 |
| Sub Total | ✓1,151,217.08 | 788,640.67 | 0.00 | 788,640.67 | 68.5 | 362,576.41 |
| Supplemental #1 to Work Authorization #1 | | | 841 - 100% | | | |
| 11005-Pre Comp Util | 13,722.88 | 6,861.44 | 2,058.43 | 8,919.87 | 65.0 | 4,803.01 |
| 11007-Prelim ROW Req | 10,515.64 | 5,257.82 | 1,577.35 | 6,835.17 | 65.0 | 3,680.47 |
| 11008-Schm Rdwy TxDOT | 87,749.12 | 43,874.56 | 13,162.37 | 57,036.93 | 65.0 | 30,712.19 |
| 11009-Update Schem | 11,989.40 | | | 0.00 | 0.0 | 11,989.40 |
| 12002-Pub Invmt (PM) | 6,305.76 | 1,576.44 | | 1,576.44 | 25.0 | 4,729.32 |
| 12003-Pub Invmt (PH) | 10,588.12 | | | 0.00 | 0.0 | 10,588.12 |
| 12006-Env. Doc TxDOT | 10,859.92 | | | 0.00 | 0.0 | 10,859.92 |
| 12007-Arch & Hist | 15,492.60 | | | 0.00 | 0.0 | 15,492.60 |
| 12008-Eng/Pub Mtgs | 7,797.64 | | | 0.00 | 0.0 | 7,797.64 |
| 12009-ENG/Pub Hearin | 5,508.48 | | | 0.00 | 0.0 | 5,508.48 |
| 15006-Field Surveys | 8,377.48 | 2,094.37 | 2,094.37 | 4,188.74 | 50.0 | 4,188.74 |
| 15007-Sub-Surface Utility | 17,576.40 | | | 0.00 | 0.0 | 17,576.40 |
| 15060-Field Survey | 27,003.56 | | | 0.00 | 0.0 | 27,003.56 |
| 16101-Hydro Map | 16,507.32 | 8,253.66 | 2,476.10 | 10,729.76 | 65.0 | 5,777.56 |
| Sub Total | 249,994.32 | 67,918.29 | 21,368.62 | 89,286.91 | 35.7 | 160,707.41 |
| TOTAL: | 1,401,211.40 | 856,558.96 | 21,368.62 | 877,927.58 | 62.7 | 523,283.82 |

INVOICE RECEIVED BY: Eduardo Cantu ON 6/1/17

GOODS/SERVICES RECEIVED BY: Eduardo Cantu ON 5/1 - 5/31/2017

PROJECT MANAGER'S SIGNATURE

| | | |
|---|---|---|
| ORIGINAL CONTRACT SUM | $ | 1,151,217.08 ✓ |
| CHANGE BY CHANGE ORDER | $ | 249,994.32 |
| CONTRACT SUM TO DATE | $ | 1,401,211.40 |
| TOTAL COMPLETED TO DATE | $ | 877,927.58 ✓ |
| LESS PREVIOUS INVOICES | $ | 856,558.96 ✓ |
| CURRENT PAYMENT DUE | $ | 21,368.62 ✓ |

L&G Engineering
Transportation Consultants

June 1, 2017

Mr. Armando Garza, Jr., Chief Administrator
**Attn: Ms. Erika Zamora, Director of Administrative Operations**
Hidalgo County Precinct No. 2
300 West Hall Acres Rd
Pharr, Texas 78589

**RE: Cesar Chavez Road Project - Work Authorization No. 1**
**Limits: Business 83 to E. Nolana Loop**
**PO#732294 - L&G Project#151101**

Dear Mr. Garza,

We are submitting a monthly progress report in sufficient detail to support the progress of the work and in support of a request for payment. Attached for your approval is our invoice for services rendered for the month of May 2017.

Attached are the following:
- L & G's Invoice
- Exhibit C – Work Schedule

**Work Authorization #1**

| TASK | | % Complete |
|---|---|---|
| **FC 10201 ~ HCMPO/TxDOT COORDINATION FOR TxDOT PROJECT REVIEW UNDER NEW PROGRAMMING AUTHORITY** | | |
| **NO UPDATE:** This task is complete. | **L&G** | **100%** |
| **FC 11005 ~ PRELIMINARY COMPENSABLE UTILITY IDENTIFICATION ON SCHEMATIC** | | |
| **NO UPDATE:** This task is complete. | **L&G** | **100%** |
| **FC 11006 ~ SCHEMATIC DESIGN FOR OUTFALL** | | |
| **NO UPDATE:** L&G held a project Design Concept Conference meeting with TxDOT & Precinct #2 staff on June 10th. Based on the discussions held at the DCC meeting, L&G has submitted the outfall schematics to TxDOT for final review before the public meeting. | **L&G** | **90%** |
| **FC 11007 ~ OFFICE SURVEYS FOR SCHEMATICS (Prel. Ownership Identification and Property Rights)** | | |
| **NO UPDATE:** This task is complete. | **L&G** | **100%** |
| **FC 11008 ~ SCHEMATIC FOR ROADWAY (TxDOT/FHWA)** | | |
| **NO UPDATE:** L&G held a project Design Concept Conference meeting with TxDOT & Precinct #2 staff on June 10th. Based on the discussions held at the DCC meeting, L&G has submitted the schematic to TxDOT for final review before the public meeting. | **L&G** | **90%** |

| | | |
|---|---|---|
| **FC 11009 ~ UPDATE SCHEMATIC BASED ON COMMENTS AS PROVIDED BY TxDOT/FHWA** | | |
| **NO UPDATE:** L&G has finalized all updates to the schematic as per the comments received from TxDOT. We will complete the final schematic and incorporate any updates received after the public mtg, which should be held early 2017. | **L&G** | **90%** |
| **FC 12002 ~ PUBLIC INVOLVEMENT FOR THE PROJECT WITH STAKEHOLDERS AND 1 PUBLIC MEETING** | | |
| **NO UPDATE:** A presentation was made by L&G and Pct. #2 to the City Council with the schematic which will be presented at the public meeting. HCDD#1 was also in attendance. L&G continues to hold coordination meetings with all stakeholders involved. | **L&G** | **20%** |
| **FC 12003 ~ PUBLIC INVOLVEMENT FOR 1 PUBLIC HEARING** | | |
| **NO UPDATE:** This task has not started. | **L&G** | **0%** |
| **FC 12006 ~ ENVIRONMENTAL DOCUMENT FOR TxDOT/FHWA** | | |
| **NO UPDATE:** L&G held a scoping meeting with TxDOT on November 22, 2016 in which TxDOT committed to an April/May 2017 public meeting. We continue to develop the document in preparation for the upcoming meeting. | **L&G** | **52.8%** |
| **FC 12007 ~ ARCHEOLOGICAL AND HISTORICAL RESEARCH** | | |
| **NO UPDATE:** This task has not started. | **L&G** | **0%** |
| **FC 12008 ~ ENGINEERING TECHNICAL SUPPORT AT PUBLIC MEETINGS WITH LAYOUTS, Etc.** | | |
| **NO UPDATE:** L&G has completed the layouts required for the upcoming public meeting. We continue to coordinate with TxDOT to schedule the public meeting, which should be held early 2017. | **L&G** | **90%** |
| **FC 12009 ~ ENGINEERING TECHNICAL SUPPORT AT PUBLIC HEARINGS WITH LAYOUTS, Etc.** | | |
| **NO UPDATE:** This task has not started. | **L&G** | **0%** |
| **FC 12070 ~ ARCHEOLOGICAL AND HISTORICAL RESEARCH** | | |
| **NO UPDATE:** This task has not started. | **AmaTerra** | **0%** |
| **FC 15006 ~ COORDINATE WITH SURVEYOR TO ENSURE ADEQUATE INFORMATION FOR DELIVERABLE** | | |
| **NO UPDATE:** L&G has provided the surveyor with a BM location layout to ensure they set the BM's at the proper locations. | **L&G** | **90%** |
| **FC 15060 ~ FIELD SURVEY FOR DESIGN & CONSTRUCTION /SUB** | | |
| **NO UPDATE:** QHA continues to work on the topographic survey, the cross sections , 3D files as well as the BM placements. | **QHA** | **47.2%** |
| **FC 16101 ~ HYDROLOGIC MAP FOR OUTFALL DITCH (HCDD#1)** | | |
| **NO UPDATE:** L&G has completed the Hydrologic Map in preparation for the public meeting. We will finalize the map after the public meeting. | **L&G** | **90%** |

**Supplemental #1 to Work Authorization #1**

| TASK | | % Complete |
|---|---|---|
| **FC 11005 ~ PRELIMINARY COMPENSABLE UTILITY IDENTIFICATION ON SCHEMATIC** | | |
| **UPDATED:** L&G continues to coordinate with the utility companies within the supplemental limits and has started placing them on the schematic. | **L&G** | **65%** |
| **FC 11007 ~ OFFICE SURVEYS FOR SCHEMATICS (Prel. Ownership Identification and Property Rights)** | | |
| **UPDATED:** L&G has begun conducting the office surveys for the schematic limits from Business 83 to Ridge Rd. We continue to work on this task and will be complete in time for the upcoming public meeting. | **L&G** | **65%** |
| **FC 11008 ~ SCHEMATIC FOR ROADWAY (TxDOT/FHWA)** | | |
| **UPDATED:** L&G has set the alignment, proposed Right-Of-Way lines and roadway template for the limits from Business 83 to Ridge Road. We continue to detail the schematic in preparation for the upcoming public meeting. | **L&G** | **65%** |
| **FC 11009 ~ UPDATE SCHEMATIC BASED ON COMMENTS AS PROVIDED BY TxDOT/FHWA** | | |
| **NO UPDATE:** This task has not started. | **L&G** | **0%** |
| **FC 12002 ~ PUBLIC INVOLVEMENT FOR THE PROJECT WITH STAKEHOLDERS AND 1 PUBLIC MEETING** | | |
| **NO UPDATE:** L&G & Hidalgo County Pct. #2 staff made a presentation to Alamo City Council on April 18th updating them on the addition of the new supplemental limits. We continue to coordinate with all entities and stakeholders in anticipation of the upcoming public meeting. | **L&G** | **25%** |
| **FC 12003 ~ PUBLIC INVOLVEMENT FOR 1 PUBLIC HEARING** | | |
| **NO UPDATE:** This task has not started. | **L&G** | **0%** |
| **FC 12006 ~ ENVIRONMENTAL DOCUMENT FOR TxDOT/FHWA** | | |
| **NO UPDATE:** This task has not started. | **L&G** | **0%** |
| **FC 12007 ~ ARCHEOLOGICAL AND HISTORICAL RESEARCH** | | |
| **NO UPDATE:** This task has not started. | **L&G** | **0%** |
| **FC 12008 ~ ENGINEERING TECHNICAL SUPPORT AT PUBLIC MEETINGS WITH LAYOUTS, Etc.** | | |
| **NO UPDATE:** This task has not started. | **L&G** | **0%** |
| **FC 15006 ~ COORDINATE WITH SURVEYOR TO ENSURE ADEQUATE INFORMATION FOR DELIVERABLE** | | |
| **UPDATED:** L&G continues to coordinate with the surveyor to get them the adequate information needed for them to be able to perform their surveying tasks. | **L&G** | **50%** |
| **FC 15007 ~ SUBSURFACE UTILITY ENGINEERING FOR UTILITIES IN CONFLICT (ESTIMATED 25 HOLES)** | | |
| **NO UPDATE:** This task has not started. | **L&G** | **0%** |

| | | |
|---|---|---|
| **FC 15060 ~ FIELD SURVEY FOR DESIGN & CONSTRUCTION /SUB** | | |
| **NO UPDATE:** This task has not started. | **QHA** | **0%** |
| **FC 16101 ~ HYDROLOGIC MAP FOR OUTFALL DITCH (HCDD#1)** | | |
| **UPDATED:** L&G has included the supplemental limits into our watershed delineation and continues to develop the hydrologic map work. | **L&G** | **65%** |

Should you have any questions or require additional information, please do not hesitate to give me a call at (956) 585-1909.

Sincerely,

Robert Macheska, P.E., CFM
Project Manager

# Purchase Order
# COUNTY OF HIDALGO

PO# 732294

DATE: 09/28/15

PAGE NO: 1 of 1

PO TYPE:

VENDOR: 280046 REQ: 00284176

PHONE: (956)565-9813

Fax: (956)565-6746 EMAIL:

L & G CONSULTING ENGINEERS, INC.
2100 W. EXPRESSWAY 83
MERCEDES TX 78570

SHIP TO: HIDALGO CO. PCT 2
300 WEST HALL ACRES, SUITE G
PHARR TX 78577

CONTACT:

SITE: COMMISSIONER, PRECINCT 2

CONTRACT NO: C-15-300-09-01

SPECIAL INSTRUCTIONS:

**VENDOR NOTES**

1. Do not add to, or alter this Purchase Order. This Order is not renewable.
2. TAX EXEMPTION: This Purchase Order may be accepted in lieu of Exemption Certificate.
3. This Order is also placed F.O.B. Destination. Vendor must repay all shipping costs.
4. Invoice each Purchase Order singly. Original invoices are required customer copy may be accepted. Out number must appear on all invoices, bills of lading, and packages.
5. Payment will be made only for bona fide and full completed orders, unless otherwise attached.

| QTY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | DO NOT DUPLICATE ORDER | | |
| | | C-15-300-09-01 12/31/2020 - PCT 2 CESAR CHAVEZ ROAD PROJECT | | |
| | | ICA W/ SAN JUAN AND ALAMO APPROVED BY CC 9/1/2015 AI#51086 | | |
| 1.00 | LOT | CC WORK AUTHORIZATION NO 1 FOR THE ENGINEER TO PROVIDE THE ENVIRONMENTAL ASSESSMENT, PUBLIC INVOLVEMENT, SCHEMATIC DESIGN, AND DESIGN SURVEY FOR PHASE I OF THE CESAR CHAVEZ ROAD PROJECT | 1,151,217.08 | 1,151,217.08 |
| | | TOTAL: | | 1,151,217.08 |
| | | REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 | | |
| | | ********** For Hidalgo County use only | | |
| | | 5-1345-431-00-122-117-0-721 299,316.44 | | |
| | | 5-1345-431-00-122-117-0-841 851,900.64 | | |

HIDALGO COUNTY PRECINCT NO. 2
2015 SEP 29 PM 4 09

SCANNED 9/30/15

Authorized by: Martha L Salazar

mlg 9/28

**AI-60169** **Purchasing Department** **11. K.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted For:** Eddie Cantu, COMM. PCT. #2 **Submitted By:** Carlos Jasso, COMM. PCT. #4

**Department:** COMM. PCT. #2

---

## Information

**CAPTION**

Approve payment of Invoice #11326327 in the amount of $4,494.00 submitted by project engineer, L&G Consulting Engineers Inc., for engineering services provided under Contract C-16-131-03-07 (WA#1), for Pct 2 CRC Youth Facility Project.

**BACKGROUND**

---

## Fiscal Impact

**CALENDAR YEAR:** 2017 **ACCT. #:** 7-1100-451-22-122-118-0-730

**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:** N

**BUDGETARY IMPACT:**

Funds available as of 06/8/2017 through PO# 740929 in the amount of $23,971.55

---

## Attachments

Invoice#11326327

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing - Internal | Marty Salazar | 06/08/2017 01:14 PM |
| Budget & Management | Veronica Ortiz | 06/08/2017 01:17 PM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |
| Form Started By: Carlos Jasso | | Started On: 06/07/2017 10:22 AM |
| Final Approval Date: 06/09/2017 | | |

L &G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956)565-9813 Fax (956)565-9018

**INVOICE#:** 11326327
**INVOICE DATE:** 5/31/2017

**BILL TO:**
Hidalgo County Pct. #2
300 W. Hall Acres Rd.
Pharr, TX 78589

**JOB:**160801
CRC Youth Facility Project
WA#1 - PO#740929 ✓

| DESCRIPTION | CONTRACT | PREVIOUS APPLICATIONS | CURRENT COMPLETED | TOTAL COMPLETED | % COMPL | BALANCE TO FINISH |
|---|---|---|---|---|---|---|
| Engineering services for the month of May 2017. | | | | | | |
| 32001-Construction Management (Bidding Assistance. Co | 7.543.96 | 7,543.96 | | 7.543.96 | 100.0 | - |
| 32002-Construction Inspection | 29.964.44 | 11.986.44 | 4.494.00 | 16.480.44 | 55.0 | 13.484.00 |
| 32003-Meetings and Coordination on Project Developmen | 10.014.32 | 10.014.32 | | 10.014.32 | 100.0 | - |
| 33005-Coordination and Management of SUB for Completi | 1.032.84 | 1.032.84 | | 1.032.84 | 100.0 | - |
| 33050-MAS Engineering ~ Foundation Plans and M.E.P.'s | 5.500.00 | 5.500.00 | | 5.500.00 | 100.0 | - |
| TOTALS: | ✓54.055.56 | /36.077.56 | 4.494.00 | 40.571.56 | 75.1 | 13.484.00 |

PROJECT MANAGER'S SIGNATURE

| | | |
|---|---|---|
| ORIGINAL CONTRACT SUM | $ | ✓54.055.56 |
| CHANGE BY CHANGE ORDER | $ | 0.00 |
| CONTRACT SUM TO DATE | $ | ✓54.055.56 |
| TOTAL COMPLETED TO DATE | $ | ✓40.571.56 |
| LESS PREVIOUS INVOICES | $ | /36.077.56 |
| CURRENT PAYMENT DUE | $ | /4.494.00 |

INVOICE RECEIVED BY: Elizabeth Casas ON 6/1/17
GOODS/SERVICES RECEIVED BY: Eduardo CANT ON 5/1-5/31/2017

PO # 740929
1-1100-451-00-122-118-0-730
Req # 295687

L&G Engineering
Transportation Consultants

June 1, 2017

Mr. Armando Garza, Jr., Chief Administrator
**Attn: Ms. Erika Zamora, Director of Administrative Operations**
Hidalgo County Precinct No. 2
300 West Hall Acres Rd
Pharr, Texas 78589

**RE: Work Authorization #1 on the Community Resource Center (CRC) Youth Facility Project**
**Job # 160801**
**P.O. # 740929**

Dear Mr. Garza,

Attached for your review and approval is our invoice for the services rendered during the month of May 2017 on the subject referenced project.

The following is attached:

- L&G's Invoice # 11326327

| TASK | | % COMPL |
|---|---|---|
| FC 32001 ~ Construction Management (Bidding Assistance, Contract Admin, etc.) | L&G | 100% |
| **Task Complete** – See progress report dated September 1, 2016 | | |
| FC 32002 ~ Construction Inspection | L&G | 55.0% |
| **Update** – Conducted daily construction site inspections. Documented site inspections with daily reports and photo journal. Roof bracing installed to stabilize roof structure via Change Order #2. Electrical and HVAC rough-ins continue on the interior of the building. Plumbing rough-ins have been complete. Roofing 90% complete and vapor barrier used to wrap building prior to brick has also been installed. | | |
| FC 32003 ~ Meetings and Coordination on Project Development Activities | L&G | 100% |
| **Task Complete** – See progress report dated September 1, 2016 | | |
| FC 33005 ~ Coordination and Management of SUB for Completion of Foundation Plans and M.E.P.'s (Review) | L&G | 100% |
| **Task Complete** – See progress report dated June 1, 2016. | | |
| FC 33050 ~ SUB: MAS Engineering ~ Foundation Plans and M.E.P.'s | MAS | 100% |
| **Task Complete** – See progress report dated June 1, 2016. | | |

Should you have any questions regarding this submittal or would like clarification on any aspect of the project, please do not hesitate to call me at (956) 585-1909.

Sincerely,

David Saenz, P.E., C.F.M.
Project Manager, L&G Engineering

# Purchase Order
# COUNTY OF HIDALGO

PO# 740929

DATE: 03/30/16

PAGE NO: 1 Of 1

PO TYPE:

VENDOR: 280046 REQ: 00295687

PHONE: (956)565-9813

Fax: (956)565-6746 EMAIL:

L & G CONSULTING ENGINEERS, INC.
2100 W. EXPRESSWAY 83
MERCEDES TX 78570

SHIP TO: HIDALGO CO. PCT 2
300 WEST HALL ACRES, SUITE G
PHARR TX 78577

CONTACT: EDDIE CANTU (956)787-1891

SITE: COMMISSIONER, PRECINCT 2

CONTRACT NO: C-16-131-03-17

SPECIAL INSTRUCTIONS:

**VENDOR NOTES**

1. Do not add to, or alter this Purchase Order. This Order is not renewable.
2. TAX EXEMPTION: This Purchase Order may be accepted in lieu of Exemption Certificate.
3. This Order is also placed F.O.B. Destination. Vendor must repay all shipping costs.
4. Invoice each Purchase Order singly. Original invoices are required customer copy may be accepted. Out number must appear on all invoices, bills of lading, and packages.
5. Payment will be made only for bona fide and full completed orders, unless otherwise attached.

| QTY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | DO NOT DUPLICATE ORDER | | |
| | | APPROVED THRU C.C. ON 03/07/2016 | | |
| | | C-16-131-03-17 EXPIRES 3/7/2021 - PCT 2 CRC YOUTH FACILITY PROJECT - ENGINEERING SERVICES | | |
| 1.00 | LOT | CC WORK AUTHORIZATION NO 1 FOR ENGINEER TO PROVIDE DESIGN, CONSTRUCTION MANAGEMENT, AND INSPECTION SERVICES FOR THE PCT 2 CRC YOUTH FACILITY PROJECT | 54,055.56 | 54,055.56 |
| | | TOTAL: | | 54,055.56 |
| | | REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 | | |
| | | ********** For Hidalgo County use only | | |
| | | 6-1100-451-22-122-118-0-730 54,055.56 | | |

HIDALGO COUNTY PRECINCT NO. 2
2016 MAR 31 PM 3 46

SCANNED 4/1/16

Authorized by: Martha L Salazar

**AI-60171** **Purchasing Department** **11. L.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted For:** Eddie Cantu, COMM. PCT. #2 **Submitted By:** Carlos Jasso, COMM. PCT. #4

**Department:** COMM. PCT. #2

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## Information

**CAPTION**

Approve payment of Invoice #11326320 in the amount of $26,052.93 as submitted by project engineer, L&G Consulting Engineers Inc., for engineering services provided under Contract C-15-336-09-29(WA#1), for Pct 2 Eldora Road project.

**BACKGROUND**

---

## Fiscal Impact

**CALENDAR YEAR:** 2017 **ACCT. #:** 7-1345-431-00-122-123-0-841

**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:** N

**BUDGETARY IMPACT:**

Funds available through PO#732796 in the amount of $268,316.12

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## Attachments

Invoice#11326320

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing - Internal | Marty Salazar | 06/08/2017 01:15 PM |
| Budget & Management | Veronica Ortiz | 06/08/2017 01:17 PM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |
| Form Started By: Carlos Jasso | | Started On: 06/07/2017 10:26 AM |
| Final Approval Date: 06/09/2017 | | |

**L & G Consulting Engineers Inc**
**2100 W. Expressway 83**
**Mercedes, TX 78570**
**(956) 565-9813 Fax (956) 565-9018**

**INVOICE #:** 11326320
**INVOICE DATE:** 05/31/17

**BILL TO:** 93
Hidalgo County Pct. #2
300 W. Hall Acres, Suite G
Pharr, TX 78577

**JOB:** 151301
Eldora Road Project
WA#1 - PO#732796

| DESCRIPTION | CONTRACT | PREVIOUS APPLICATIONS | CURRENT COMPLETED | TOTAL COMPLETED | % COMPL | BALANCE TO FINISH |
|---|---|---|---|---|---|---|
| Engineering services for the month of May 2017. | | | | | | |
| 11005-Pre Comp Utili | 36,004.44 | 32,404.00 | 3,600.44 | 36,004.44 | 100.0 | |
| 11007-Pre ROW Owners | 61,997.58 | 61,997.58 | | 61,997.58 | 100.0 | |
| 11008-Schm Rdwy TxDO | 189,045.96 | 170,141.36 | 9,452.30 | 179,593.66 | 95.0 | 9,452.30 |
| 11009-Updte Schm TxD | 67,998.32 | 61,198.49 | 3,399.91 | 64,598.40 | 95.0 | 3,399.92 |
| 12001-EA Reports | 199,851.52 | 99,569.71 | | 99,569.71 | 49.8 | 100,281.81 |
| 12002-Pub Invmt (PM) | 41,627.68 | 41,627.68 | | 41,627.68 | 100.0 | |
| 12003-Pub Invmt (PH) | 41,627.68 | | | | 0.0 | 41,627.68 |
| 12007-Arch & Hist | 64,996.44 | | | | 0.0 | 64,996.44 |
| 12008-Eng/Pub Mtgs | 71,501.52 | 71,501.52 | | 71,501.52 | 100.0 | |
| 12009-Eng/Pub Hearin | 22,505.04 | | | | 0.0 | 22,505.04 |
| 16101-Hydro Map | 96,002.78 | 86,402.50 | 9,600.28 | 96,002.78 | 100.0 | |
| TOTALS: | 893,158.96 | 624,842.84 | 26,052.93 | 650,895.77 | 72.9 | 242,263.19 |

| | | |
|---|---|---|
| ORIGINAL CONTRACT SUM | $ | 893,158.96 |
| CHANGE BY CHANGE ORDER | $ | 0.00 |
| CONTRACT SUM TO DATE | $ | 893,158.96 |
| TOTAL COMPLETED TO DATE | $ | 650,895.77 |
| LESS PREVIOUS INVOICES | $ | 624,842.84 |
| CURRENT PAYMENT DUE | $ | 26,052.93 |

PROJECT MANAGER'S SIGNATURE

INVOICE RECEIVED BY: Elizabeth Cassis ON 6/1/17
GOODS/SERVICES RECEIVED BY: Eduardo Cantu ON 5/1-5/31/2017

PO # 732796
1-1345-431-00-122-123-0-841
Req # 285600

| | | |
|---|---|---|
| **FC 12002 ~ PUBLIC INVOLVEMENT FOR THE PROJECT WITH STAKEHOLDERS AND 1 PUBLIC MEETING** | | |
| **NO UPDATE:** This task is complete. | **L&G** | **100%** |
| **FC 12003 ~ PUBLIC INVOLVEMENT FOR 1 PUBLIC HEARING** | | |
| **NO UPDATE:** This task has not started. | **L&G** | **0%** |
| **FC 12007 ~ ARCHEOLOGICAL AND HISTORICAL RESEARCH** | | |
| **NO UPDATE:** This task has not started. | **L&G** | **0%** |
| **FC 12008 ~ ENGINEERING TECHNICAL SUPPORT AT PUBLIC MEETINGS WITH LAYOUTS, Etc.** | | |
| **NO UPDATE:** This task is complete. | **L&G** | **100%** |
| **FC 12009 ~ ENGINEERING TECHNICAL SUPPORT AT PUBLIC HEARINGS WITH LAYOUTS, Etc.** | | |
| **NO UPDATE:** This task has not started. | **L&G** | **0%** |
| **FC 16101 ~ HYDROLOGIC MAP FOR OUTFALL DITCH (HCDD#1)** | | |
| **UPDATED:** The hydrologic map is complete and will be submitted to TxDOT along with the final schematic. This task is complete. | **L&G** | **100%** |

Should you have any questions or require additional information, please do not hesitate to give me a call at (956) 585-1909.

Sincerely,

Robert Macheska, P.E., CFM
Project Manager

L&G Engineering
Transportation Consultants

June 1, 2017

Mr. Armando Garza, Jr., Chief Administrator
**Attn: Ms. Erika Zamora, Director of Administrative Operations**
Hidalgo County Precinct No. 2
300 West Hall Acres Rd
Pharr, Texas 78589

**RE: Eldora Road Project - Work Authorization No. 1**
**Limits: Jackson Road to I Road**
**PO#732796 - L&G Project#151301**

Dear Mr. Garza,

We are submitting a monthly progress report in sufficient detail to support the progress of the work and in support of a request for payment. Attached for your approval is our invoice for services rendered for the month of May 2017.

- L & G's Invoice
- Exhibit C – Work Schedule

**Work Authorization #1**

| TASK | | % Complete |
|---|---|---|
| **FC 11005 ~ PRELIMINARY COMPENSABLE UTILITY IDENTIFICATION ON SCHEMATIC** | | |
| **UPDATED:** All items have been identified on the schematic. This task is complete. | **L&G** | **100%** |
| **FC 11007 ~ OFFICE SURVEYS FOR SCHEMATICS (Prel. Ownership Identification and Property Rights)** | | |
| **NO UPDATE:** This task is complete. | **L&G** | **100%** |
| **FC 11008 ~ SCHEMATIC FOR ROADWAY (TxDOT/FHWA)** | | |
| **UPDATED:** L&G is currently updating the schematic based on public comments received at the public meeting. Once complete, we will submit the final schematic to TxDOT for approval. | **L&G** | **95%** |
| **FC 11009 ~ UPDATE SCHEMATIC BASED ON COMMENTS AS PROVIDED BY TxDOT/FHWA** | | |
| **UPDATED:** L&G is currently updating the schematic based on public comments received at the public meeting. Once complete, we will submit the final schematic to TxDOT for approval. | **L&G** | **95%** |
| **FC 12001 ~ ENVIRONMENTAL DOCUMENT FOR TxDOT/FHWA** | | |
| **NO UPDATE:** L&G held an environmental scoping meeting with TxDOT on November 22, 2016 in which TxDOT committed to a March/April 2017 public meeting. We continue to develop the document in preparation for the upcoming meeting. | **L&G** | **49.8%** |

# Purchase Order
# COUNTY OF HIDALGO

PO# 732796

DATE: 10/07/15

PAGE NO: 1 Of 1

PO TYPE:

VENDOR: 280046 REQ: 00285600

PHONE: (956)565-9813

Fax: (956)565-6746 EMAIL:

L & G CONSULTING ENGINEERS, INC.
2100 W. EXPRESSWAY 83
MERCEDES TX 78570

SHIP TO: HIDALGO CO. PCT 2
300 WEST HALL ACRES, SUITE G
PHARR TX 78577

CONTACT:

SITE: COMMISSIONER, PRECINCT 2

CONTRACT NO: C-15-336-09-29

SPECIAL INSTRUCTIONS:

**VENDOR NOTES**

1. Do not add to, or alter this Purchase Order. This Order is not renewable
2. TAX EXEMPTION: This Purchase Order may be accepted in lieu of Exemption Certificate.
3. This Order is also placed F.O.B. Destination. Vendor must repay all shipping costs.
4. Invoice each Purchase Order singly. Original invoices are required customer copy may be accepted. Out number must appear on all invoices, bills of lading, and packages.
5. Payment will be made only for bona fide and full completed orders, unless otherwise attached.

| QTY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | DO NOT DUPLICATE ORDER | | |
| | | C-15-336-09-29 EXPIRES 12/31/2020 - PCT 2 ICA ELDORA (JACKSON-I RD) | | |
| | | ICA W/CITY OF PHARR APPROVED BY CC 9/1/2015 AI#51116 | | |
| 1.00 | LOT | CC WORK AUTHORIZATION NO. 1 IS FOR THE ENGINEER TO PROVIDE THE ENVIRONMENTAL ASSESSMENT, PUBLIC INVOLVEMENT, SCHEMATIC DESIGN AND DESIGN SURVEY FOR PHASE I OF THE PCT 2 ELDORA ROAD PROJECT | 893,158.96 | 893,158.96 |
| | | TOTAL: | | 893,158.96 |
| | | REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 | | |
| | | ********** For Hidalgo County use only ********** | | |
| | | 5-1345-431-00-122-123-0-841 893,158.96 | | |

HIDALGO COUNTY
PRECINCT NO. 2
2015 OCT 13 PM 1 29

SCANNED
10/13/15

Authorized by: Martha L. Salazar

**AI-60178** **Purchasing Department** **11. M.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted For:** Eddie Cantu, COMM. PCT. #2 **Submitted By:** Carlos Jasso, COMM. PCT. #4

**Department:** COMM. PCT. #2

---

## Information

**CAPTION**

Approval of payment Invoice #20013 in the amount of $399.49 submitted by project engineer, B2Z Engineering LLC, for engineering services provided under Contract C-16-326-08-23 (WA#1), for Pct 2 Palmer Pavilion Renovation Project.

**BACKGROUND**

PO #753329

---

## Fiscal Impact

**CALENDAR YEAR:** 2017 **ACCT. #:** 7-1350-452-00-122-121-0-730

**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:** N

**BUDGETARY IMPACT:**

Funds available as of 06/09/2017, through PO#753329.

---

## Attachments

Invoice#20013

---

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing - Internal | Marty Salazar | 06/08/2017 01:15 PM |
| Budget & Management | Veronica Ortiz | 06/08/2017 01:17 PM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |
| Form Started By: Carlos Jasso | | Started On: 06/07/2017 01:43 PM |
| Final Approval Date: 06/09/2017 | | |

B2Z ENGINEERING

HIDALGO COUNTY
PRECINCT NO. 2
2017 JUN 2 PM 2 39

# Invoice

| Date | Invoice # |
|---|---|
| 6/1/2017 | 20013 |

P.O. Box 2724
McAllen, Tx. 78502
(956) 585-3773

PO # 753329
7-1350-452-00-122-121-0-730
Req # 309662

Please send remittance with copy of invoice to:
Attn: Mrs. Aisha Gonzalez
P.O. Box 2724
McAllen, Tx. 78502

Bill To:
Hidalgo County Precinct #2
300 W. Hall Acres Rd.
Pharr, TX 78577

Project Info:
*Palmer Pavilion - Feasibility Studies & Construction Phase Services*

B2Z JOB: 2100
PO # 753329

**Billing Period** **May 2017**

| Description | Contract | Previous Applications | Current Completed | Total Completed | % Complete |
|---|---|---|---|---|---|
| Palmer Pavilion | | | | | |
| **Task 1** - Feasibility Studies (Value Engineering, Re-Evaluation of Project Scope, etc) | $ 5,583.60 | $ 5,583.60 | $ - | $ 5,583.60 | 100% ✓ |
| **Task 2** - Coduct Market Study to Establish Project FLCC (Fixed Limit of Construction Cost) | $ 13,495.68 | $ 13,495.68 | $ - | $ 13,495.68 | 100% ✓ |
| **Task 3** - Prepare a Procurement Package for Selected construction Delivery Method | $ 19,126.80 | $ 19,126.80 | $ - | $ 19,126.80 | 100% ✓ |
| **Task 4** - Construction Management & Construction Inspection | $ 67,953.60 | $ - | $ - | $ - | 0% ✓ |
| **Task 5** - Meetings and Coordination with Hidalgo County Precinct 2 & Architect of Record | $ 4,965.84 | $ 3,724.38 | $ 248.29 | $ 3,972.67 | 80% ✓ |
| **Direct Expenses** | | | | | |
| Mileage, Printing Reproduction, Binding, etc. | $ 1,512.00 ✓ | $ 302.40 ✓ | $ 151.20 | $ 453.60 | 30% ✓ |

**Total For This Billing Period** **$399.49** ✓

**Work Authorization ~ Summary**

| WA No. | WA Amount | Previously Inv. | Percent Complete | Remaining Balance |
|---|---|---|---|---|
| 1 | $112,637.52 ✓ | $42,232.86 ✓ | 37.8% ✓ | $70,005.17 ✓ |

Aisha Gonzalez - President

INVOICE RECEIVED BY: Ron Mear ON 6/2/17
GOODS/SERVICES RECEIVED BY: Eduardo CANTU ON 5/31/2017 - 5/31/2017

B2Z ENGINEERING

***INVOICE AMOUNT: $399.49***

June 1, 2017

Hon. Eddie Cantu
Commissioner, Hidalgo County Pct. #2
300 W. Hall Acres Rd.
Pharr, TX 78577

**RE: Contract # 16-326-08-23 ~ Road and Bridge, CIP and Other Projects in General (On Call)**
**Work Authorization #1 ~ Palmer Pavilion – Feasibility Studies & Construction Phase Services**
**PO #753329**

Dear Commissioner Cantu:

Attached for your review and approval is our invoice for services rendered under Work Authorization #1 during the month of May 2017 on the subject referenced project.

The following is attached:

- Invoice No. 20013

The following is a narrative of the progress for this period.

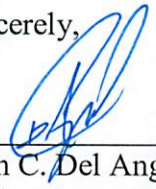
| TASK | % Complete |
|---|---|
| **Feasibility Studies (Value Engineering, Re-Evaluation of Project Scope, etc)** | |
| **NO UPDATE:** *This task has been completed. Reference invoice dated 02/02/2017.* | **100%** |
| **Conduct Market Study to Establish Project FLCC (Fixed Limit of Construction Cost)** | |
| **NO UPDATE:** *This task has been completed. Reference invoice dated 02/02/2017.* | **100%** |
| **Prepare a Procurement Package for Selected Construction Delivery Method** | |
| **NO UPDATE:** *This task has been completed. Reference invoice dated 03/29/2017.* | **100%** |

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| **Construction Management & Construction Inspection** | |
|---|---|
| **NO UPDATE:**<br>*This task has not begun.* | **0%** |
| **Meetings and Coordination with Hidalgo County Precinct 2 & Architect of Record** | |
| **UPDATED:**<br>*Assisted Hidalgo County Precinct 2 and Atlas & Hall with the preparation and review of the AIA CMAR contract. Researched further Value Engineering alternatives to prepare for the engagement of the CMAR.* | **80%** |

Should you have any questions regarding this submittal, please do not hesitate to call me at (956) 585-3773.

Sincerely,



Juan C. Del Angel, PMP
Senior Construction Manager – B2Z Engineering, LLC

**AI-60179** **Purchasing Department** **11. N.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted For:** Eddie Cantu, COMM. PCT. #2 **Submitted By:** Carlos Jasso, COMM. PCT. #4

**Department:** COMM. PCT. #2

---

**Information**

**CAPTION**

Approve payment of Invoice #20016 in the amount of $873.67 submitted by project engineer, B2Z Engineering LLC, for engineering services provided under Contract C-16-326-08-23 (WA#4), for County Wide Shop Project.

**BACKGROUND**

---

**Fiscal Impact**

**CALENDAR YEAR:** 2017 **ACCT. #:** 7-1350-431-00-122-122-0-730

**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:** N

**BUDGETARY IMPACT:**

Funds available as of 06/08/2017 through PO#760512 in the amount of $85,635.36

---

**Attachments**

Invoice#20016

---

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing - Internal | Marty Salazar | 06/08/2017 01:16 PM |
| Budget & Management | Veronica Ortiz | 06/08/2017 01:18 PM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |
| Form Started By: Carlos Jasso | | Started On: 06/07/2017 01:51 PM |
| Final Approval Date: 06/09/2017 | | |

B2Z ENGINEERING

HIDALGO COUNTY
PRECINCT NO. 2
2017 JUN 2 PM 2 39

# Invoice

| Date | Invoice # |
|---|---|
| 6/1/2017 | 20016 |

P.O. Box 2724
McAllen, Tx. 78502
(956) 585-3773

Please send remittance with copy of invoice to:
Attn: Mrs. Aisha Gonzalez
P.O. Box 2724
McAllen, Tx. 78502

PO # 760512
1-13 50-431 -00-122-122 -0-730
Req # 340899

Bill To:
Hidalgo County Precinct #2
300 W. Hall Acres Rd.
Pharr, TX 78577

Project Info:
*County Wide Shop - Feasibility Studies & Construction Phase Services*

B2Z JOB: 2103
PO # 760512

**Billing Period** **May 2017**

| Description | Contract | Previous Applications | Current Completed | Total Completed | % Complete |
|---|---|---|---|---|---|
| **Countywide Shop** | | | | | |
| **Task 1** - Construction Management & Construction Inspection | $ 73,538.70 | $ - | $ - | $ - | 0% |
| **Task 2** - Meetings and Coordination with Hidalgo County Precinct 2, HCDD #1 & Architect of Record | $ 8,736.66 | $ - | $ 873.67 ✓ | $ 873.67 ✓ | 10% ✓ |
| **Direct Expenses** | | | | | |
| Mileage, Printing Reproduction, Binding, etc. | $ 3,360.00 ✓ | $ - | $ - | $ - | 0% ✓ |

**Total For This Billing Period** **$873.67**

**Work Authorization ~ Summary**

| WA No. | WA Amount | Previously Inv. | Percent Complete | Remaining Balance |
|---|---|---|---|---|
| 4 | $85,635.36 ✓ | $0.00 | 1.0% ✓ | $84,761.69 ✓ |

Aisha Gonzalez - President

INVOICE RECEIVED BY:
Alan Meaux ON 6/2/17
GOODS/SERVICES RECEIVED BY:
Eduardo Cantu ON 5/1 - 5/31/2017

B2Z ENGINEERING

***INVOICE AMOUNT: $873.67***

June 1, 2017

Hon. Eddie Cantu
Commissioner, Hidalgo County Pct. #2
300 W. Hall Acres Rd.
Pharr, TX 78577

**RE: Contract # 16-326-08-23 ~ Road and Bridge, CIP and Other Projects in General (On Call)**
**Work Authorization #4 ~ County Wide Shop – Feasibility Studies & Construction Phase Services**
**PO #760512**

Dear Commissioner Cantu:

Attached for your review and approval is our invoice for services rendered under Work Authorization #4 during the month of May 2017 on the subject referenced project.

The following is attached:

- Invoice No. 20016

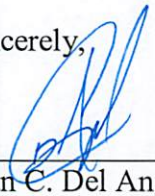
The following is a narrative of the progress for this period.

| TASK | % Complete |
|---|---|
| **Construction Management & Construction Inspection** | |
| **NO UPDATE:**<br>*This task has not begun.* | **0%** |
| **Meetings and Coordination with Hidalgo County Precinct 2, HCDD #1 & Architect of Record** | |
| **UPDATED:**<br>*Meetings Conducted and/or Attended:*<br>1. *05/11/2017 – conducted meeting to discuss civil engineering items pending and incorporation into plans prior to issuance of final addenda. Finalized milestone bid dates. Bid opening scheduled for June 7th, 2017.*<br>2. *05/18/2017 – Coordination meeting with Precinct 2, TWG, MEP Solutions and AEP to discuss plan of action of providing power to new facility. Best course of action was discussed and decided at meeting. HCP2 will be performing all necessary underground construction activities necessary for AEP to run power lines and install transformer.* | **10%** ✓ |

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(956) 618-0624 • www.B2ZEng.com

Should you have any questions regarding this submittal, please do not hesitate to call me at (956) 585-3773.

Sincerely,



Juan C. Del Angel, PMP
Senior Construction Manager – B2Z Engineering, LLC

**AI-60202** **Purchasing Department** **11. O.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted For:** Eddie Cantu, COMM. PCT. #2 **Submitted By:** Carlos Jasso, COMM. PCT. #4

**Department:** COMM. PCT. #2

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**Information**

**CAPTION**

Approve payment of Invoice #20014 in the amount of $1,456.48 submitted by project engineer, B2Z Engineering LLC, for engineering services provided under Contract C-16-326-08-23 (WA#2), for Pct 2 Community Resource Center (CRC) Youth Facility Project.

**BACKGROUND**

---

**Fiscal Impact**

**CALENDAR YEAR:** 2017 **ACCT. #:** 7-1100-451-22-122-118-0-730

**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:** N

**BUDGETARY IMPACT:**

Funds available through PO#753330 in the amount of $7,983.36

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**Attachments**

Intra

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing - Internal | Marty Salazar | 06/08/2017 01:17 PM |
| Budget & Management | Veronica Ortiz | 06/08/2017 01:18 PM |
| Linda Flores | Linda Flores | 06/08/2017 01:53 PM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |
| Form Started By: Carlos Jasso | | Started On: 06/08/2017 09:02 AM |
| Final Approval Date: 06/09/2017 | | |

HIDALGO COUNTY
PRECINCT NO. 2
2017 JUN 2 PM 2 39

B2Z ENGINEERING

# Invoice

| Date | Invoice # |
|---|---|
| 6/1/2017 | 20014 |

P.O. Box 2724
McAllen, Tx. 78502
(956) 585-3773

Please send remittance with copy of invoice to:
Attn: Mrs. Aisha Gonzalez
P.O. Box 2724
McAllen, Tx. 78502

PO # 753330
1-11.00-451-22-122-118-0-730
Req # 509663

Bill To:
Hidalgo County Precinct #2
300 W. Hall Acres Rd.
Pharr, TX 78577

Project Info:
*Community Resource Center*
*Facility ~ Field Related Activities*

B2Z JOB: 2101
PO # 753330

**Billing Period** **May 2017**

| Description | Contract | Previous Applications | Current Completed | Total Completed | % Complete |
|---|---|---|---|---|---|
| **CRC Youth Facility** | | | | | |
| **Task 1** - Construction Management | $ 1,686.96 | $ 1,686.96 | $ - | $ 1,686.96 | 100% |
| **Task 2** - Construction Inspection | $ 7,555.68 | $ 3,022.27 | $ 1,133.35 | $ 4,155.62 | 55% |
| **Task 3** - Meetings and Coordination with Hidalgo County Precinct 2 & Contractor | $ 3,231.36 ✓ | $ 1,938.82 | $ 323.13 # 1,456.48 | $ 2,261.95 | 70% |

**Total For This Billing Period** **$1,456.48** ✓

**Work Authorization ~ Summary**

| WA No. | WA Amount | Previously Inv. | Percent Complete | Remaining Balance |
|---|---|---|---|---|
| 2 | $12,474.00 ✓ | $6,648.05 ✓ | 65.0% | $4,369.46 |

Aisha Gonzalez - President

INVOICE RECEIVED BY:
Alan Mare ON 6/2/17
GOODS/SERVICES RECEIVED BY:
Eduardo CANTU ON 5/1-5/31/2017

B2Z ENGINEERING

***INVOICE AMOUNT: $1,456.49***

June 1, 2017

Hon. Eddie Cantu
Commissioner, Hidalgo County Pct. #2
300 W. Hall Acres Rd.
Pharr, TX 78577

**RE: Contract # 16-326-08-23 ~ Road and Bridge, CIP and Other Projects in General (On Call)**
**Work Authorization #2 ~ Community Resource Center (CRC) Youth Facility – Construction Phase Services**
**PO #753330**

Dear Commissioner Cantu:

Attached for your review and approval is our invoice for services rendered under Work Authorization #2 during the month of May 2017 on the subject referenced project.

The following is attached:

- Invoice No. 20014

The following is a narrative of the progress for this period.

| TASK | % Complete |
|---|---|
| **Construction Management** | |
| **NO UPDATE:**<br>*This task has been completed. Reference invoice dated 02/02/2017.* | **100%** |
| **Construction Inspection** | |
| **UPDATED:**<br>*Conducted daily construction site inspections. Documented site inspections with daily reports and photo journal. Coordinated Change Order No. 2 (roof bracing) with roofer and general contractor. Roof bracing was installed between roof rafters to stabilize roof. Construction continues to move forward. Currently, they are installing the built-up roof and have finalized the exterior vapor barrier (commercial wrap) prior to installation of brick façade. On the interior of the facility, plumbing rough-ins have been complete, and electrical and mechanical rough-ins continue.* | **55%** |

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| **Meetings and Coordination with Hidalgo County Precinct 2 & Contractor** | |
|---|---|
| **UPDATED:**<br>*B2Z is in constant communication with the contractor, County staff, and County consultants to coordinate on-going field operations and address and resolve any arising issues. Attended field meeting with contractor, Alamo water district and City of San Juan Fire Department reps on May 9th at 11am to review requirements for water connections and fire sprinkler system. Reviewed and approved Change Order No. 2 (roof bracing). B2Z has updated Hidalgo County Precinct 2 Commissioner and Hidalgo County Urban County Staff of the project progress.* | **70%** |

Should you have any questions regarding this submittal, please do not hesitate to call me at (956) 585-3773.

Sincerely,

Juan C. Del Angel, PMP
Senior Construction Manager – B2Z Engineering, LLC

# Purchase Order
# COUNTY OF HIDALGO

PO# 753330

DATE: 11/29/16



PO TYPE:

VENDOR: 449121 REQ: 00309663

PHONE: (956)585-3773

Fax: (956)583-7116 EMAIL: Reza@B2ZEng.com

BADIOZZAMANI, ARON REZA
B2Z ENGINEERING, LLC
P.O. BOX 2724
MCALLEN TX 78502

SHIP TO: HIDALGO CO. PCT 2
300 WEST HALL ACRES, SUITE G
PHARR TX 78577

CONTACT: ARMANDO POMPA (956)787-1891

SITE: COMMISSIONER, PRECINCT 2

CONTRACT NO: C-16-326-08-23

SPECIAL INSTRUCTIONS:

**VENDOR NOTES**

1. Do not add to, or alter this Purchase Order. This Order is not renewable.
2. TAX EXEMPTION: This Purchase Order may be accepted in lieu of Exemption Certificate.
3. This Order is also placed F.O.B. Destination. Vendor must repay all shipping costs.
4. Invoice each Purchase Order singly. Original invoices are required customer copy may be accepted. Out number must appear on all invoices, bills of lading, and packages.
5. Payment will be made only for bona fide and full completed orders, unless otherwise attached.

| QTY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | DO NOT DUPLICATE ORDER | | |
| | | C-16-326-08-23 EXPIRES 08/22/2017 PCT 2 COMMUNITY RESOURCE CENTER (CRC) YOUTH FACILITY PROJECT - ENGINEERING SERVICES | | |
| | | WORK AUTH# 2 APPROVED BY CC 11/15/16 AI#57347 | | |
| 1.00 | LOT | CC WORK AUTHORIZATION NO 2 FOR ENGINEERING SERVICES TO ASSIST WITH THE HIDALGO COUNTY PRECINCT 2 COMMUNITY RESOURCE CENTER (CRC) YOUTH FACILITY PROJECT FEASIBILITY STUDIES AND CONSTRUCTION PHASE SERVICES | 12,474.00 | 12,474.00 |
| | | TOTAL: | | 12,474.00 |
| | | ********** For Hidalgo County use only | | |
| | | 6-1100-451-22-122-118-0-730 12,474.00 | | |

Authorized by: Martha L Salazar

**AI-60204** **Purchasing Department** **11. P.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted For:** Eddie Cantu, COMM. PCT. #2 **Submitted By:** Carlos Jasso, COMM. PCT. #4

**Department:** COMM. PCT. #2

---

## Information

**CAPTION**

Approve payment of Invoice #20015 in the amount of $62,690.20 submitted by B2Z Engineering LLC, for GIS mapping services under Contract C-16-326-08-23 (WA#3), for Pct 2.

**BACKGROUND**

---

## Fiscal Impact

**CALENDAR YEAR:** 2017 **ACCT. #:** 7-1200-431-00-122-006-0-334

**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:** N

**BUDGETARY IMPACT:**

Funds available through PO#758957 in the amount of $123,574.48

---

## Attachments

Invoice#20015

---

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing - Internal | Marty Salazar | 06/08/2017 01:17 PM |
| Budget & Management | Veronica Ortiz | 06/08/2017 01:18 PM |
| Linda Flores | Linda Flores | 06/08/2017 01:59 PM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |
| Form Started By: Carlos Jasso | | Started On: 06/08/2017 09:13 AM |
| Final Approval Date: 06/09/2017 | | |

HIDALGO COUNTY
PRECINCT NO. 2
2017 JUN 2 PM 2 39

B2Z ENGINEERING

# Invoice

| Date | Invoice # |
|---|---|
| 6/1/2017 | 20015 |

P.O. Box 2724
McAllen, Tx. 78502
(956) 585-3773

PO # 758957
1-1200-431-00-122-00-0-334
Req # 339128

Please send remittance with copy of invoice to:
Attn: Mrs. Aisha Gonzalez
P.O. Box 2724
McAllen, Tx. 78502

Bill To:
Hidalgo County Precinct #2
300 West Hall Acres
Pharr, TX 78589

Project Info:
*GIS Mapping Services*

B2Z JOB: 2102
PO # 758957

**Billing Period** **May 2017**

| Description | Contract | Previous Applications | Current Completed | Total Completed | % Complete |
|---|---|---|---|---|---|
| **GIS Mapping Services** | | | | | |
| Task 1 - Drainage Area Patterns Map Booklet | $ 36,342.20 | $ 10,902.66 | $ 14,536.88 | $ 25,439.54 | 70% |
| Task 2 - Assets Identification Exhibit | $ 7,127.75 | $ 4,276.65 | $ 2,138.33 | $ 6,414.98 | 90% |
| Task 3 - Brush Route Zone Exhibit | $ 11,930.44 | $ 4,772.18 | $ 4,772.17 | $ 9,544.35 | 80% |
| Task 4 - Shredder Zone Exhibit | $ 16,427.31 | $ 6,570.92 | $ 6,570.93 | $ 13,141.85 | 80% |
| Task 5 - Patch Route Exhibit | $ 16,427.31 | $ 6,570.92 | $ 6,570.93 | $ 13,141.85 | 80% |
| Task 6 - Overall Exhibit Highlighting Sanitation Permit Holders & Disposal Facility Location of Pct. #2 | $ 4,870.06 | $ 4,870.06 | $ - | $ 4,870.06 | 100% |
| Task 7 - Census & Demographic Exhibit | $ 8,504.28 | $ 5,102.57 | $ 2,551.28 | $ 7,653.85 | 90% |
| Task 8 - Road Inventory Exhibit | $ 23,249.20 | $ 2,324.92 | $ 16,274.44 | $ 18,599.36 | 80% |
| Task 9 - Wifi Colonia Zone Map | $ 7,782.32 | $ 3,112.93 | $ 3,891.16 | $ 7,004.09 | 90% |
| Task 10 - Meetings & Coordination with Hidalgo County Pct. #2 | $ 13,460.20 | $ 4,038.06 | $ 5,384.08 | $ 9,422.14 | 70% |
| **Direct Expenses** | | | | | |
| Mileage, Printing Reproduction, Binding, etc. | $ 3,230.00 ✓ | $ 323.00 ✓ | $ - | $ 323.00 | 10% |
| | | | **Total For This Billing Period** | | **$62,690.19** |

**Work Authorization ~ Summary**

| WA No. | WA Amount | Previously Inv. | Percent Complete | Remaining Balance |
|---|---|---|---|---|
| 3 | $149,351.07 ✓ | $52,864.87 ✓ | 77.4% ✓ | ✓ $33,796.01 |

Aisha Gonzalez - President

INVOICE RECEIVED BY:
Mary Meave ON 6/2/17
GOODS/SERVICES RECEIVED BY:
Eduardo Cano ON 5/1-5/31/2017

B2Z ENGINEERING

***INVOICE AMOUNT: $62,690.19***

June 1, 2017

Hon. Eddie Cantu
Commissioner, Hidalgo County Pct. #2
300 W. Hall Acres Rd.
Pharr, TX 78577

**RE: Contract # 16-326-08-23 ~ Road and Bridge, CIP and Other Projects in General (On Call)**
**Work Authorization #3 ~ GIS Mapping Services**
**PO #758957**

Dear Commissioner Cantu:

Attached for your review and approval is our invoice for services rendered under Work Authorization #3 during the month of May 2017 on the subject referenced project.

The following is attached:

- Invoice No. 20015

The following is a narrative of the progress for this period.

| TASK | % Complete |
|---|---|
| **Task 1 – Drainage Area Patterns Map Booklet** | |
| **UPDATED:** *B2Z has begun doing field reconnaissance to identify each drainage/irrigation structures within Pct. 2 jurisdiction. Data retrieved from field includes size/type of structure, who manages structure, structure name, and a new photo of structure taken. Continued field work will be done until entire jurisdiction of the Pct. has been covered. This data will be incorporated into the existing map templates.* | **70%** |
| **Task 2 – Assets Identification Exhibit** | |
| **UPDATED:** *B2Z has completed the Assets and Facilities Map after receiving and applying final round of comments/adjustments from Pct. 2. All 16 Assets/Facility locations were identified and geo-referenced, as well as an updated image of each asset placed in the map. A preliminary exhibit has been printed for final approval. A Map Package was compiled that includes all digital data associated with the exhibit allowing the Pct. to make any future modifications.* | **90%** |

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(956) 618-0624 • www.B2ZEng.com

| | |
|---|---|
| **Task 3 – Brush Route Zone Exhibit** | |
| **UPDATED:**<br>*B2Z continued to develop the Brush Route Zone Map based on updated field verification, research, comments/recommendations from the Precinct. Modifications to the brush routes were made to optimize the efficiency of the precinct route. All four zones were modified to accommodate the adjusted routes. ArcGIS shapefiles were updated and/or created to accommodate the changes.* | **80%** |
| **Task 4 – Shredder Zone Exhibit** | |
| **UPDATED:**<br>*B2Z continued to develop the Shredder Route Zone Map based on updated field verification, research, and comments/recommendations from the Precinct. Modifications to the brush routes were made to optimize the efficiency of the precinct route. All four zones were modified to accommodate the adjusted routes. ArcGIS shapefiles were updated and/or created to accommodate the changes.* | **80%** |
| **Task 5 – Patch Route Zone Exhibit** | |
| **UPDATED:**<br>*B2Z continued to develop Patch Route Zone Map based on updated field verification, research, and comments/recommendations from the Precinct. Modifications to the brush routes were made to optimize the efficiency of the precinct route. All four zones were modified to accommodate the adjusted routes. ArcGIS shapefiles were updated and/or created to accommodate the changes.* | **80%** |
| **Task 6 – Overall Exhibit Highlighting Sanitation Permit Holders & Disposal Facility Location of Pct. #2** | |
| **NO UPDATE:**<br>*See Progress Report dated May 1, 2017* | **100%** |

| | |
|---|---|
| **Task 7 – Census & Demographic Exhibit** | |
| **UPDATED:**<br>*Using the Queries developed by B2Z, 4 thematic maps were created. The first map displays the total population per census tract within Pct. jurisdiction. This map helps with visualization of population clusters. The second map displays the median household income of families in the past 12 months per census tract. The third map displays the population median age group per census tract. The fourth map displays number of college degree attained per census tract. A preliminary exhibit has been printed for final approval. A Map Package was compiled that includes all digital data associated with the Exhibit allowing the Pct. to make any future modifications.* | **90%** |
| **Task 8 – Road Inventory Exhibit** | |
| **UPDATED:**<br>*Overall map template was updated. Updates include number of road miles in county and who is responsible at county and city limits. Field reconnaissance is being done to provide more detail data on roads (road widths, lane widths, shoulders, drainage, etc.) Continued filed work will be done to identify and catalog roads with major deficiencies.* | **80%** |
| **Task 9 – Wi-Fi Colonia Zone Map** | |
| **UPDATED:**<br>*B2Z refined the Wi-Fi Colonia Zone Map specifically for the Little Mexico and South Tower Estates Subdivision using more accurate field collected data. In doing so, the accuracy of the potential Wi-Fi router locations was drastically increased. Based off the new field collected data, new ArcGIS shapefiles were created to reflect the latest modifications. A preliminary exhibit has been printed for final approval. A Map Package was compiled that includes all digital data associated with the Exhibit allowing the Pct. to make any future modifications.* | **90%** |

| Task 10 – Meetings & Coordination with Hidalgo County Pct. #2 | |
|---|---|
| **UPDATED:**<br>*B2Z continues to meet with Pct. staff on a weekly basis regarding status of work completed as well as addressing any questions and/or recommendations.* | **70%** |

Should you have any questions regarding this submittal, please do not hesitate to call me at (956) 585-3773.

Sincerely,

Antonio Perales
Senior GIS Analyst – B2Z Engineering, LLC

# Purchase Order
# COUNTY OF HIDALGO

PO# 758957

DATE: 03/22/17

PAGE NO: 1 Of 1

PO TYPE:

VENDOR: 449121 REQ: 00339128

PHONE: (956)585-3773

Fax: (956)583-7116 EMAIL: Reza@B2ZEng.com

BADIOZZAMANI, ARON REZA
B2Z ENGINEERING, LLC
P.O. BOX 2724
MCALLEN TX 78502

SHIP TO: HIDALGO CO. PCT 2
300 WEST HALL ACRES, SUITE G
PHARR TX 78577

CONTACT: ARMANDO POMPA (956)787-1891

SITE: COMMISSIONER, PRECINCT 2

CONTRACT NO: C-16-326-08-23

SPECIAL INSTRUCTIONS:

**VENDOR NOTES**

1. Do not add to, or alter this Purchase Order. This Order is not renewable.
2. TAX EXEMPTION: This Purchase Order may be accepted in lieu of Exemption Certificate.
3. This Order is also placed F.O.B. Destination. Vendor must repay all shipping costs.
4. Invoice each Purchase Order singly. Original invoices are required customer copy may be accepted. Out number must appear on all invoices, bills of lading, and packages.
5. Payment will be made only for bona fide and full completed orders, unless otherwise attached.

| QTY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | DO NOT DUPLICATE ORDER | | |
| | | C-16-326-08-23 EXPIRES 8/22/17<br>GIS Mapping Services<br>Work Auth No 3 Approved by CC 3/7/17 AI#58834 | | |
| 1.00 | LOT | CC WORK AUTHORIZATION NO. 3 TO PROVIDE GIS MAPPING SERVICES THAT ENCOMPASS THE LIMITS OF HIDALGO COUNTY PCT 2 | 149,351.07 | 149,351.07 |
| | | TOTAL: | | 149,351.07 |
| | | ********** For Hidalgo County use only | | |
| | | 7-1200-431-00-122-006-0-334 149,351.07 | | |

HIDALGO COUNTY
PRECINCT NO. 2
2017 MAR 27 AM 7 09

SCANNED
3/27/17

Authorized by: Martha L Salazar

**AI-60163** **Purchasing Department** **11. Q.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted For:** Eddie Cantu, COMM. PCT. #2 **Submitted By:** Carlos Jasso, COMM. PCT. #4

**Department:** COMM. PCT. #2

## Information

**CAPTION**

Approval of payment Invoice #11326328 in the amount of $98,794.45, as submitted by project engineer, L&G Consulting Engineers Inc., for engineering services provided under Contract C-17-088-04-05 through (WA#1), for Pct 2 Nolana Loop Segment 1 project.

**BACKGROUND**

PO # 760468

## Fiscal Impact

**CALENDAR YEAR:** 2017 **ACCT. #:** 7-1315-431-00-122-136-0-841/721/710

**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:** N

**BUDGETARY IMPACT:**

Funding available as of 06/09/2017, through PO#760468.

## Attachments

Invoice#11326328

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing - Internal | Marty Salazar | 06/08/2017 01:08 PM |
| Budget & Management | Veronica Ortiz | 06/08/2017 01:13 PM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |
| Form Started By: Carlos Jasso | | Started On: 06/07/2017 09:55 AM |
| Final Approval Date: 06/09/2017 | | |

**L & G Consulting Engineers Inc**
**2100 W. Expressway 83**
**Mercedes, TX 78570**
**(956) 565-9813 Fax (956) 565-9018**

**INVOICE #:** 11326328
**INVOICE DATE:** 05/31/17

**BILL TO:** 93
Hidalgo County Pct. #2
300 W. Hall Acres, Suite G
Pharr, TX 78577

**JOB:** 170301
Nolana Loop WA#1
Segment 1 - FM 1426 to FM 907
PO#760468

| DESCRIPTION | CONTRACT | PREVIOUS APPLICATIONS | CURRENT COMPLETED | TOTAL COMPLETED | % COMPL | BALANCE TO FINISH |
|---|---|---|---|---|---|---|
| Engineering services for the month of May 2017. | | | | | | |
| 11003-PS&E Develop | 835,427.32 | 83,542.73 | 83,542.73 ✓ | 167,085.46 | 20.0 | 668,341.86 |
| 13002-ROW Mapping | 20,149.60 | 2,014.96 | 2,014.96 ✓ | 4,029.92 | 20.0 | 16,119.68 |
| 13020-ROW Map/Sub | 185,500.00 | | | | 0.0 | 185,500.00 |
| 16006-Plans to TxDot | 108,038.08 | | | | 0.0 | 108,038.08 |
| 16204-Signal Warrant | 39,308.70 | 3,930.87 | | 3,930.87 | 10.0 | 35,377.83 |
| 16205-Signal Design | 64,711.10 | | | | 0.0 | 64,711.10 |
| 16308-Permited Utili | 88,245.06 | 8,824.51 | 13,236.76 ✓ | 22,061.27 | 25.0 | 66,183.79 |
| 33001-Geotech Eng. | 95,961.24 | | | | 0.0 | 95,961.24 |
| TOTALS: | 1,437,341.10 | 98,313.07 | 98,794.45 | 197,107.52 | 13.7 | 1,240,233.58 |

| | | |
|---|---|---|
| ORIGINAL CONTRACT SUM | $ | 1,437,341.10 |
| CHANGE BY CHANGE ORDER | $ | 0.00 |
| CONTRACT SUM TO DATE | $ | 1,437,341.10 |
| TOTAL COMPLETED TO DATE | $ | 197,107.52 |
| LESS PREVIOUS INVOICES | $ | 98,313.07 |
| CURRENT PAYMENT DUE | $ | 98,794.45 |

PROJECT MANAGER'S SIGNATURE

710-459.41
#2,014.96 710-1,148.53 — 841-689.12
721-846.43 = 721-346.57
841-519.86

40%
#96,779.49 — 721-#38,711.80
60% — 841-58,067.69

INVOICE RECEIVED BY:
Elizabeth Cuellar ON 6/1/17
GOODS/SERVICES RECEIVED BY:
Eduardo Cantu ON 5/1-5/31/2017

PO# 760468 710 721
1-1315-431-00-122-136-0-841
Req # 340872
710 → #459.41
721 → # 39,058.37
841 → #59,276.67

L&G Engineering
Transportation Consultants

June 1, 2017

Mr. Armando Garza, Jr., Chief Administrator
**Attn: Ms. Erika Zamora, Director of Administrative Operations**
Hidalgo County Precinct No. 2
300 West Hall Acres Rd
Pharr, Texas 78589

**RE: Nolana Loop Project WA#1**
**Segment 1 ~ FM 1426 (Raul Longoria) to FM 907 (Alamo Road)**
**PO #760468 – L&G Project #170301**

Dear Mr. Garza,

Attached for your review and approval is our invoice for the services rendered under Work Authorization #1 on the subject referenced project for the month of May 2017.

Attached are the following:

- L&G's Invoice
- Exhibit C – Work Schedule

**Work Authorization #1**

| TASK | | % COMPL |
|---|---|---|
| **FC 11003 ~ PS&E DEVELOPMENT** | | |
| **UPDATED:** We continue to develop the plan set, including: typical sections, project layout, title sheet & tcp layouts. | **L&G** | **20%** |
| **FC 13002 ~ COORDINATION AND MANAGMEENT OF SUBCONSULTANT FOR ROW MAP, FIELD & DESIGN SURVEY** | | |
| **NO UPDATE:** L&G has provided the surveyor with all alignment, ROW and reference files for them to utilize in their survey work. | **L&G** | **10%** |
| **FC 13020 ~ ROW MAPPING, FIELD SURVEYS FOR DESIGN SURVEY** | | |
| **NO UPDATE:** This task has not started, it will commence this month. | **CDS MUERY** | **0%** |
| **FC 16006 ~ COORDINATION WITH TxDOT FOR APPROVAL OF THE PLANS WITH FHWA OVERSIGHT** | | |
| **NO UPDATE:** This task has not started. | **L&G** | **0%** |
| **FC 16204 ~ TRAFFIC SIGNAL WARRANTS STUDIES AT TWO INTERSECIONS, NOLANA LOOP AT CESAR CHAVEZ AND NOLANA LOOP AT FM 907** | | |
| **NO UPDATE:** L&G has begun developing traffic layouts to determine the needed count locations for all turning movements. | **L&G** | **10%** |

| | | |
|---|---|---|
| **FC 16205 ~ TRAFFIC SIGNAL DESIGNS AT THREE INTERSECTIONS, NOLANA LOOP AT FM 1426, NOLANA LOOP AT CESAR CHAVEZ AND NOLANA LOOP AT FM 907** | | |
| **NO UPDATE:** This task has not started. | **L&G** | **0%** |
| **FC 16308 ~ PERMITTED UTILITIES COORDINATION** | | |
| **UPDATED:** L&G continues to coordinate with the utility companies present on the project. We have requested system maps and will begin placing them on our U&D sheets. | **L&G** | **25%** |
| **FC 33001 ~ GEOTECHNICAL TESTING AND PAVEMENT DESIGN** | | |
| **NO UPDATE:** This task has not started. | **L&G** | **0%** |

Should you have any questions regarding this submittal or would like clarification on any aspect of the project, please do not hesitate to call me at (956) 585-1909.

Sincerely,

Robert Macheska, P.E., CFM
Project Manager

Attachments

# Purchase Order
# COUNTY OF HIDALGO

PO# 760468

DATE: 04/20/17

PAGE NO: 1 OF 1

PO TYPE:

VENDOR: 280046 REQ: 00340872

PHONE: (956)565-9813

Fax: (956)565-6746 EMAIL:

BUYER:

SHIP TO: HIDALGO CO. PCT 2
300 WEST HALL ACRES, SUITE G
PHARR TX 78577

L & G CONSULTING ENGINEERS, INC.
2100 W. EXPRESSWAY 83
MERCEDES TX 78570

CONTACT: EDUARDO CANTU (956)787-1891

SITE: COMMISSIONER, PRECINCT 2

CONTRACT NO: C-17-088-04-05

SPECIAL INSTRUCTIONS:

**VENDOR NOTES**

1. Do not add to, or alter this Purchase Order. This Order is not renewable.
2. TAX EXEMPTION: This Purchase Order may be accepted in lieu of Exemption Certificate.
3. This Order is also placed F.O.B. Destination. Vendor must repay all shipping costs.
4. Invoice each Purchase Order singly. Original invoices are required customer copy may be accepted. Out number must appear on all invoices, bills of lading, and packages.
6. Payment will be made only for bona fide and full completed orders, unless otherwise attached.

| QTY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | DO NOT DUPLICATE ORDER | | |
| | | C-17-088-04-05 EXPIRES 12/31/2022 - PCT 2 NOLANA LOOP PROJECT (FM1426 (RAUL LONGORIA) TO FM 907 (ALAMO RD) - ENGINEERING SERVICES | | |
| | | WORK AUTH #1 APPROVED BY CC 4/5/17 AI#59175 | | |
| 1.00 | LOT | CC WORK AUTHORIZATION NO. 1 FOR ENGINEER TO PROVIDE THE PS&E, DESIGN SURVEY, ROW MAP, AND OTHER DESIGN RELATED SERVICES NEEDED FOR THE PCT 2 NOLANA LOOP PROJECT FROM FM 1426 (RAUL LONGORIA) TO FM 907 (ALAMO RD) | 1,437,341.10 | 1,437,341.10 |
| | | TOTAL: | | 1,437,341.10 |

**********
For Hidalgo County use only

| | | |
|---|---|---|
| 7-1315-431-00-122-136-0-710 | 42,400.00 | - 45,865.73 |
| 7-1315-431-00-122-136-0-721 | 532,536.44 | - 529,070.71 |
| 7-1315-431-00-122-136-0-841 | 862,404.66 | |

SCANNED
4/21/17

2017 APR 21 PM 4 18

HIDALGO COUNTY
PRECINCT NO. 2

Authorized by: Martha L. Salazar

**AI-60054** **Purchasing Department** **11. R.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted For:** Marty Salazar, PURCHASING DEPT.

**Submitted By:** Letty Saenz, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

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## Information

**CAPTION**

1. Acceptance and approval of Work Authorization No. 3 (*with an estimated cost of 5,183.95*) as submitted by project engineer, L&G Consulting Engineering for the purposes of (CMT Services for Sunflower Road Project) located in Precinct 4, in connection to "on call" agreement# C-16-305-10-04.

2. Acceptance and approval of Work Authorization No. 4 (*with an estimated cost of 17,237.18*) as submitted by project engineer, L&G Consulting Engineers for the purposes of (GEO Tech Services for Brushline Road Project) located in Precinct 4, in connection to "on call" agreement# C-16-305-10-04.

**BACKGROUND**

WA3 -L&G Engineering-C-16-305-10-04-(CMT Svcs.-Sunflower Road Project)
WA4 -L&G Engineering-C-16-305-10-04 (GEO Tech Svcs.-Brushline Road)

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## Fiscal Impact

**CALENDAR YEAR:** 2017 **ACCT. #:** see below

**FUNDS AVAILABLE Y/N?:** yes **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Budget Impact/Funding Source:
Acct.# 7-1200-431-00-124-189-0-721-WA3-Sunflower Rd. (refer to Req#343192)
Acct.# 7-1287-431-30-124-151-4-721- WA4-Brushline Rd (avail bal as of 06/07/17)

---

## Attachments

WA3
WA4

---

**Form Review**

| Inbox | Reviewed By | Date |
| --- | --- | --- |
| Purchasing - Internal | Marty Salazar | 06/06/2017 03:31 PM |
| Budget & Management | Veronica Ortiz | 06/06/2017 03:49 PM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |

Form Started By: Letty Saenz Started On: 05/26/2017 02:11 PM

Final Approval Date: 06/09/2017

L&G Engineering
Transportation Consultants

May 10, 2017

Commissioner Joseph Palacios
Attn: Maria "LuLu" Lucio
Hidalgo County, Precinct No. 4
1102 N. Doolittle Rd.
Edinburg, Texas 78539

**RE: Work Authorization No. 3 – *"Sunflower Road Project"* In Hidalgo County Precinct No. Four (4)**

Dear Ms. Lucio:

**L&G Engineering (L&G)**,is providing you two (2) signed original work authorization forms for Construction Materials Testing Services for the referenced project as per your request. We are attaching the following in duplicate:

- Work Authorization No. 3
- The Scope of Services (Owner) (Attachment A)
- The Scope of Services (Engineer) (Attachment B)
- Work Schedule (Attachment C)
- Project Cost Proposal (Attachment D)

**L&G Engineering** appreciates the opportunity to submit Work Authorization No. 1 and look forward to working with **Hidalgo County Pct. 4.** If I may be of any additional assistance or any additional information is required, please feel free to contact me at 956-565-0760 or 956-463-2008.

Sincerely,
L&G ENGINEERING

Ricardo A. Gil
General Manager

Attachments

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-9813 • Fax (956) 565-9018
900 S. Stewart Rd., Ste. 10 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

# HIDALGO COUNTY

## Professional Engineering Services
## Contract # C-16-305-10-04
## Work Authorization Form

# WORK AUTHORIZATION NO. 3

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **L&G ENGINEERING** professional engineers of Mercedes, Texas, hereinafter called "**Engineer**".

**PART 1. SCOPE OF WORK**

The purpose of this Work Authorization is for the **Engineer** to provide **Construction Materials Testing Services for the *"Sunflower Road Project"* In Hidalgo County Precinct No. Four (4)**

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be provided by the Engineer*** attached hereto.

**PART 2. ESTIMATED COST**

The estimated cost for services under this Work Authorization is **$5,183.95**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

**PART 3. PAYMENT**

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 5.1 of the Agreement.

**PART 4. FUNDING**

This Work Authorization No. 3 shall be funded through funding source:
Account No. _____
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

**PART 5. PERIOD OF SERVICE**

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or XXXXX.

**PART 6. RESPONSIBILITIES AND OBLIGATIONS**

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

**PART 7. ACKNOWLEDGEMENT AND CONFIRMATION**

Acknowledgement and confirmation by Hidalgo County Precinct No. 4 Commissioner Joseph Palacios as to content and detail of this Work Authorization No. #3.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 4:

BY:_____

**PART 8. ACCEPTANCE AND APPROVAL**

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2017.

THE ENGINEER:
L&G ENGINEERING

_____
By: Jacinto Garza, P.E.

THE OWNER:
HIDALGO COUNTY

_____
Hon. Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

**LIST OF ATTACHMENTS**

| | |
|---|---|
| ATTACHMENT "A" - | Service to be Provided by the Owner |
| ATTACHMENT "B" - | Services to be Provided by the Engineer |
| ATTACHMENT "C" - | Work Schedule |
| ATTACHMENT "D" - | Cost Proposal |

**ATTACHMENT "A"**

## Scope of Services (Owner)

***PROJECT:*** ***"Sunflower Road Project"*** **within Hidalgo County Precinct No. Four (4)**

***SERVICES TO BE PROVIDED BY OWNER***

The County of Hidalgo will provide **L&G Engineering** with **Construction Documents, Plans and Specifications** for the ***"Sunflower Road Reconstruction Project"*** **In Hidalgo County Precinct No. Four (4)**

**ATTACHMENT "B"**

# Scope of Services (Engineer)

***PROJECT:*** ***"Sunflower Road Project"*** **In Hidalgo County Precinct No. Four (4)**

***GENERAL SCOPE OF WORK***

The Scope of Work will entail providing **The County of Hidalgo** with **Construction Materials Testing Services.**

The Scope of Work is identified as follows:

- ***Construction Materials Testing Services***

L&G Engineering will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Contract: The work is as follows:

***Construction Materials Testing Services***

L&G Engineering will provide **The County of Hidalgo** with **Construction Materials Testing Services** for the ***"Sunflower Road Project"*** **In Hidalgo County Precinct No. Four (4)**

The services to be provided are as follows:

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Roads and Bridges to determine compliance of these materials with project plans and specifications.
- Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
- Field sampling and acceptance testing of fresh concrete, and Laboratory testing of hardened concrete to determine compliance with project plans and specifications. The following will not be inclusive of the Scope of Services unless it is otherwise requested:
    - Design Submittal Review
    - Trial Batch to Verify Concrete Design prior to placement
    - Concrete Batch Plant Inspection
- Field Compaction testing of Asphalt to ensure proper compaction during lay down operations.
- Field inspection, sampling and laboratory testing of Asphalt materials to determine their material properties and their compliance with project plans and specifications.
- Any additional laboratory testing as required/requested by **The County of Hidalgo and the project plans and specifications.**

- Provide accurate and timely reports to **The County of Hidalgo** and all/other recipients as designated by the County.

**Engineering Services**

L&G Engineering will provide an engineer's review of all test results to determine compliance with all project plans and specifications.

**Scheduling of Services**

L & G Engineering is prepared to make a commitment to **The County of Hidalgo's** materials testing needs. L & G Engineering makes every effort to respond to its clients as requests are received, and every effort will be made to keep scheduling conflicts to a minimum. As any other firm or business providing a service, L & G Engineering prefers to schedule field and laboratory work with as much advance notice as possible. L & G Engineering understands; however, that certain situations may occur when the Client may have a need for Materials Testing Services with as little or no advance notice. During these instances, L & G Engineering will make every effort to dispatch personnel to the project within one (1) hour of the Client's request for services.

**ATTACHMENT "C"**

# Work Schedule

***PROJECT: "Sunflower Road Project"* Project In Hidalgo County Precinct No. Four (4)**

***Work Schedule***

**L&G Engineering** will provide **Hidalgo County Pct. # 4** with **Construction Materials Testing Services** as outlined in **Contract Agreement C-16-305-10-04.**

**ATTACHMENT "D"**

# Cost Proposal

***PROJECT: "Sunflower Road Project"*** **In Hidalgo County Precinct No. Four (4)**

**See Attached**

**Attachment "D"**
**L&G Consulting Engineers**
**Sunflower Road**
**Prepared for Hidalgo County Precinct No. 4**

| | | | | | |
|---|---|---|---|---|---|
| ***Embankment and Lime Treated Subgrade Testing-Laboratory*** | | | | | |
| Standard Proctor | 2 | Ea. | $211.99 | $423.98 | *In Situ Subgrade* |
| Atterberg Limits of Soils | 2 | Ea. | $82.05 | $164.10 | *Moisture-Density Testing on* |
| Material Finer #200 | 1 | Ea. | $68.46 | $68.46 | *the following:* |
| Test Report | 2 | Ea. | $24.30 | $48.60 | |
| Technician (Soils) | 6 | Hr. | $49.55 | $297.30 | |
| Mileage (Trip Charge) | 80 | Mi. | $0.56 | $44.80 | *Roadway Subgrade* |
| | | | Subtotal: | $1,047.24 | |
| ***Embankment and Lime Treated Subgrade Testing-Field*** | | | | | |
| Field Density Test | 8 | Ea. | $24.63 | $197.04 | *Testing on the Following:* |
| Test Report | 2 | Ea. | $24.30 | $48.60 | |
| Technician (Soils) | 6 | Hr. | $49.55 | $297.30 | *Roadway Subgrade* |
| Mileage (Trip Charge) | 80 | Mi. | $0.56 | $44.80 | |
| | | | Subtotal: | $587.74 | |
| ***Flexible Base (Caliche)-Laboratory*** | | | | | |
| Standard Proctor | 1 | Ea. | $211.99 | $211.99 | *Quantity based* |
| Atterberg Limits of Soils | 1 | Ea. | $82.05 | $82.05 | *on 1 site visit to* |
| Sieve Analysis (Dry)(4 Sieve) | 1 | Ea. | $98.63 | $98.63 | *obtain sample* |
| Texas Wet Ball Mill | 1 | Ea. | $239.53 | $239.53 | *for laboratory* |
| Technician (Soils) | 4 | Hr. | $49.55 | $198.20 | *testing* |
| Test Report | 2 | Ea. | $24.30 | $48.60 | |
| Mileage (Trip Charge) | 40 | Mi. | $0.56 | $22.40 | |
| | | | Subtotal: | $901.40 | |
| ***Flexible Base (Caliche)-Field Testing and Monitoring*** | | | | | |
| Field Density Test | 4 | Ea. | $24.63 | $98.52 | |
| Test Report | 1 | Ea. | $24.30 | $24.30 | *Quantities based on* |
| Technician (Soils) | 3 | Hr. | $49.55 | $148.65 | *one (1) visits to perform* |
| Mileage (Trip Charge) | 40 | Mi. | $0.56 | $22.40 | *in-place testing* |
| | | | Subtotal: | $293.87 | |
| ***Hot Mix Asphalt Paving-Pavement Areas*** | | | | | |
| Ext. Sieve Analysis/Asph Content | 1 | Ea. | $239.45 | $239.45 | *Quantities based* |
| Density of Asphaltic Cores | 1 | Ea. | $75.23 | $75.23 | *on site visits to* |
| Asphalt Rolling Patterns | 4 | Ea. | $41.06 | $164.24 | *perform testing* |
| Coring/ACP Thickness | 3 | Ea. | $68.46 | $205.38 | |
| Technician (Asphalt) | 8 | Hr. | $49.55 | $396.40 | |
| Mileage (Trip Charge) | 80 | Mi. | $0.56 | $44.80 | |
| Test Report | 4 | Ea. | $24.30 | $97.20 | |
| | | | Subtotal: | $1,222.70 | |

| | | | |
|---|---|---|---|
| Estimated Field and Laboratory Test Fees | | | $4,052.95 |
| Laboratory Manager (Report Review)(Hr.) | 4 | $125.34 | $501.36 |
| Project Engineer (Report Review)(Hr.) | 4 | $99.11 | $396.44 |
| Admin/Clerical (Hr.) | 4 | $58.30 | $233.20 |
| Estimated Materials Testing Total | | | $5,183.95 |

L&G Engineering
Transportation Consultants

May 26, 2017

Commissioner Joseph Palacios
Attn: Maria "LuLu" Lucio
Hidalgo County, Precinct No. 4
1102 N. Doolittle Rd.
Edinburg, Texas 78539

**RE: Work Authorization No. 4 – *"Brushline Road"* Project In Hidalgo County Pct. No. Four (4)**

Dear Ms. Lucio:

**L&G Engineering (L&G)**, is providing you two (2) signed original work authorization forms for Construction Materials Testing Services for the referenced project as per your request. We are attaching the following in duplicate:

- Work Authorization No. 4
- The Scope of Services (Owner) (Attachment A)
- The Scope of Services (Engineer) (Attachment B)
- Work Schedule (Attachment C)
- Project Cost Proposal (Attachment D)

**L&G Engineering** appreciates the opportunity to submit Work Authorization No. 4 and look forward to working with **Hidalgo County Pct. 4.** If I may be of any additional assistance or any additional information is required, please feel free to contact me at 956-565-0760 or 956-463-2008.

Sincerely,
L&G ENGINEERING

Ricardo A. Gil
General Manager

Attachments

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-9813 • Fax (956) 565-9018
900 S. Stewart Rd., Ste. 10 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

# HIDALGO COUNTY
# Professional Geo Technical and/or
# Construction Material Testing Engineer Services
# Agreement #C-16-305-10-04

# WORK AUTHORIZATION NO. 4

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner,**" and, **L&G CONSULTING ENGINEERS, INC.** professional engineers of Mercedes, Texas, hereinafter called "**Engineer**".

**PART 1. SCOPE OF WORK**

The purpose of this Work Authorization is for the **Engineer** to provide **Construction Material Testing Services for the *Brushline Road* located in Hidalgo County Precinct No. Four (4)**

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

**PART 2. ESTIMATED COST**

The estimated cost for services under this Work Authorization is **$17,237.18**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

**PART 3. PAYMENT**

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 5.1 of the Agreement.

**PART 4. FUNDING**

This Work Authorization No**. 4** shall be funded through funding source:
Account No. _-_ _ _ _-_ _ _-_ _-_ _ _-_ _ _-_-_ _ _-
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

**PART 5. PERIOD OF SERVICE**

This Work Authorization shall become effective **May 26, 2017**, and terminate **upon completion of scopes of the work authorization.**

**PART 6. RESPONSIBILITIES AND OBLIGATIONS**
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

**PART 7. ACKNOWLEDGEMENT AND CONFIRMATION**
Acknowledgement and confirmation by Hidalgo County Precinct No. 4 Commissioner Joseph Palacios as to content and detail of this Work Authorization No. **# 4**.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 4:

BY:_____

**PART 8. ACCEPTANCE AND APPROVAL**
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on_____, 2017 as indicated below and effective as of the 26th day of May 2017.

| THE ENGINEER: | THE OWNER: |
|---|---|
| L&G CONSULTING ENGINEERS, INC. | HIDALGO COUNTY |
| _____ | _____ |
| By: Jacinto Garza, P.E. | Hon. Ramon Garcia, County Judge |

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

**LIST OF ATTACHMENTS**

ATTACHMENT "A" - Service to be provided by the Owner
ATTACHMENT "B" - Services to be provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

**ATTACHMENT "A"**

## Scope of Services (Owner)

***PROJECT:*** ***"Brushline Road"*** **within Hidalgo County Precinct No. Four (4)**

***SERVICES TO BE PROVIDED BY OWNER***

The County of Hidalgo will provide **L&G Engineering** with **Construction Documents, Plans and Specifications** for the ***"Brushline Road"*** **In Hidalgo County Precinct No. Four (4)**

**ATTACHMENT "B"**

# Scope of Services (Engineer)

***PROJECT**: "Brushline Road"* **In Hidalgo County Precinct No. Four (4)**

***GENERAL SCOPE OF WORK***

The Scope of Work will entail providing **The County of Hidalgo** with **Construction Materials Testing Services.**

The Scope of Work is identified as follows:

- ***Construction Materials Testing Services***

L&G Engineering will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Contract: The work is as follows:

***Construction Materials Testing Services***

L&G Engineering will provide **The County of Hidalgo** with **Construction Materials Testing Services** for the ***"Brushline Road "*** **In Hidalgo County Precinct No. Four (4)**

The services to be provided are as follows:

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Roads and Bridges to determine compliance of these materials with project plans and specifications.
- Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
- Field sampling and acceptance testing of fresh concrete, and Laboratory testing of hardened concrete to determine compliance with project plans and specifications. The following will not be inclusive of the Scope of Services unless it is otherwise requested:
    - Design Submittal Review
    - Trial Batch to Verify Concrete Design prior to placement
    - Concrete Batch Plant Inspection
- Field Compaction testing of Asphalt to ensure proper compaction during lay down operations.
- Field inspection, sampling and laboratory testing of Asphalt materials to determine their material properties and their compliance with project plans and specifications.
- Any additional laboratory testing as required/requested by **The County of Hidalgo and the project plans and specifications.**

- Provide accurate and timely reports to **The County of Hidalgo** and all/other recipients as designated by the County.

**Engineering Services**

L&G Engineering will provide an engineer's review of all test results to determine compliance with all project plans and specifications.

**Scheduling of Services**

L & G Engineering is prepared to make a commitment to **The County of Hidalgo's** materials testing needs. L & G Engineering makes every effort to respond to its clients as requests are received, and every effort will be made to keep scheduling conflicts to a minimum. As any other firm or business providing a service, L & G Engineering prefers to schedule field and laboratory work with as much advance notice as possible. L & G Engineering understands; however, that certain situations may occur when the Client may have a need for Materials Testing Services with as little or no advance notice. During these instances, L & G Engineering will make every effort to dispatch personnel to the project within one (1) hour of the Client's request for services.

**ATTACHMENT "C"**
# Work Schedule

***PROJECT: "Brushline Road"* Project In Hidalgo County Precinct No. Four (4)**

***Work Schedule***

**L&G Engineering** will provide **Hidalgo County Pct. # 4** with **Construction Materials Testing Services** as outlined in **Contract Agreement C-16-305-10-04.**

**ATTACHMENT "D"**
## Cost Proposal

***PROJECT**: "Brushline Road"* **In Hidalgo County Precinct No. Four (4)**

**See Attached**

**Attachment "D"**
**L&G Consulting Engineers**
**Brushline Road (17,888 L.F.)**
**Prepared for Hidalgo County Precinct No. 4**

| | | | | | |
|---|---|---|---|---|---|
| ***Flexible Base (Caliche)-Laboratory*** | | | | | |
| Standard Proctor | 3 | Ea. | $211.99 | $635.97 | *Quantity based on site visits to obtain sample for laboratory testing* |
| Atterberg Limits of Soils | 3 | Ea. | $82.05 | $246.15 | |
| Sieve Analysis (Dry)(4 Sieve) | 3 | Ea. | $98.63 | $295.89 | |
| Texas Wet Ball Mill | 3 | Ea. | $239.53 | $718.59 | |
| Technician (Soils) | 12 | Hr. | $49.55 | $594.60 | |
| Test Report | 6 | Ea. | $24.30 | $145.80 | |
| Mileage (Trip Charge) | 150 | Mi. | $0.56 | $84.00 | |
| | | | Subtotal: | $2,721.00 | |
| ***Flexible Base (Caliche)-Field Testing and Monitoring*** | | | | | |
| Field Density Test | 80 | Ea. | $24.63 | $1,970.40 | |
| Test Report | 20 | Ea. | $24.30 | $486.00 | *Quantities based on twenty (20) visits to perform in-place testing* |
| Technician (Soils) | 60 | Hr. | $49.55 | $2,973.00 | |
| Mileage (Trip Charge) | 1000 | Mi. | $0.56 | $560.00 | |
| | | | Subtotal: | $5,989.40 | |
| ***Hot Mix Asphalt Paving-Pavement Areas*** | | | | | |
| Ext. Sieve Analysis/Asph Content | 4 | Ea. | $239.45 | $957.80 | *Quantities based on site visits to perform testing* |
| Density of Asphaltic Cores | 4 | Ea. | $75.23 | $300.92 | |
| Asphalt Rolling Patterns | 16 | Ea. | $41.06 | $656.96 | |
| Coring/ACP Thickness | 20 | Ea. | $68.46 | $1,369.20 | |
| Technician (Asphalt) | 30 | Hr. | $49.55 | $1,486.50 | |
| Mileage (Trip Charge) | 300 | Mi. | $0.56 | $168.00 | |
| Test Report | 8 | Ea. | $24.30 | $194.40 | |
| | | | Subtotal: | $5,133.78 | |

| | | | |
|---|---|---|---|
| Estimated Field and Laboratory Test Fees | | | $13,844.18 |
| Laboratory Manager (Report Review)(Hr.) | 12 | $125.34 | $1,504.08 |
| Project Engineer (Report Review)(Hr.) | 12 | $99.11 | $1,189.32 |
| Admin/Clerical (Hr.) | 12 | $58.30 | $699.60 |
| Estimated Materials Testing Total | | | $17,237.18 |

**AI-60064** **Purchasing Department** **11. S.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted For:** David Fuentes, COMM. PCT. #1 **Submitted By:** Erica Espinosa, COMM. PCT. #1

**Department:** COMM. PCT. #1

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**Information**

**CAPTION**

Approval of Payment Application No. 3 in the amount of $159,740.13, as submitted by RDH Site and Concrete, LLC for the provision of Paving Improvements - Goolie Road through Contract #C-16-277-08-09 & PO #749735.

**BACKGROUND**

CC 08/30/2016 AI-56080 C-16-277-08-09

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**Fiscal Impact**

**CALENDAR YEAR:** 2017 **ACCT. #:** 7-1280-431-11-121-820-5-721

**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Funding available as of 06/08/2017, through PO# 749735.

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**Attachments**

Payment App No. 3-RDH Goolie Rd

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing - Internal | Marty Salazar | 06/07/2017 05:23 PM |
| Budget & Management | Veronica Ortiz | 06/08/2017 08:12 AM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |
| Form Started By: Erica Espinosa | | Started On: 05/30/2017 04:54 PM |
| Final Approval Date: 06/09/2017 | | |

# APPLICATION FOR PAYMENT No. 3

To: Hidalgo County Precinct 1 (OWNER)
From: RDH Site and Concrete,LLC (CONTRACTOR)
Project No: C-16-277-08-09
Project: Goolie Road Paving Improvement
Owner's Contract No. C-16-277-08-09 Engineer's Project No. C-16-277-08-09
For Work accomplished through the date of: 4/22/2017

| | | |
|---|---|---|
| 1. Original Contract Price: | | $ 1,097,337.27 |
| 2. Net change by Change Order and Written Agreements(+or-): | | $ 28,105.00 |
| 3. Current Contract Price (1 plus 2): | | $ 1,125,442.27 |
| 4. Total completed and stored to date: | | $ 1,110,442.25 |
| 5. Retainage (per Agreement): | | |
| 05% of completed Work: | $ 55,522.11 | |
| 05% of stored material | $ - | |
| Total Retainage: | | $ 55,522.11 |
| 6. Material On Hand | | $ - |
| 7. Total completed and stored to date less retainage (4 minus 5) | | $ 1,054,920.14 |
| 8. Less previous Application for Payments: | | $ 895,180.01 |
| 9. AMOUNT DUE THIS APPLICATION (6 MINUS 7) | | $ 159,740.13 |
| 10. BALANCE TO FINISH INCLUDING RETAINAGE | | $ 70,522.13 |

**Accompanying Documentation:**
Quantity Work Sheet
Schedule of Values

**CONTRACTOR'S Certification:**
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 3 inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date 5/30/17

RDH SITE AND CONCRETE,LLC
CONTRACTOR
By: [signature]

State of TEXAS
County of HIDALGO
Subscribed and sworn to before me this 30th day of May 2017

SAN JUANITA GARCIA
Notary Public
My Commission expires: May 2, 2021

SAN JUANITA GARCIA
Notary ID #129300077
My Commission Expires
May 2, 2021

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date 5/30/17

[signature]
ENGINEER
By: HECTOR MORENO

Exhibit E-C

| | |
|---|---|
| Contractor Name: | RDH Site & Concrete LLC |
| Starting Date: | September 25, 2019 |
| Project Ending Date: | May 25, 2017 |
| Job: | Devils Road Paving Improvements |

| | |
|---|---|
| Application: | PAY#3 |
| Application Date: | May 30, 2017 |
| Period To: | May 22, 2017 |
| Purchase Order No.: | C-19-277-00-00 |

| Item No. | Description | Unit | Est. Qty | Unit Price | Total | Change Order #1 Net Change Contract Qty | Change Order #1 Net Change Contract Quantity To-Date | Change Order #1 Net Change Contract Amount | Previous Applications QTY | Previous Applications Item Cost (Monthly) | Application #1 Monthly Quan | Application #1 QTY to Date | Application #1 Item Cost (Monthly) | Application #2 Monthly Quan | Application #2 QTY to Date | Application #2 Item Cost (Monthly) | Application #3 Monthly Quan | Application #3 QTY to Date | Application #3 Item Cost (Monthly) | Final Application Monthly Quan | Final Application QTY to Date | Final Application Item Cost (Monthly) | Total to Date Quan | Total to Date Dollars | Balance To Finish Quan | Balance To Finish Dollars |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | RDH SITE & CONCRETE, LLC | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Change Order #1 | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Previous Applications | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Application #1 | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Application #2 | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Application #3 | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Final Application | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Total to Date | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Balance To Finish | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Devils Road Paving Improvements | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2-1 | Place 3-inch Hot Mix Asphalt Concrete Type "D" (3-inch compacted thickness) according to the plans and specifications; complete in place. | SY | 33,066 | $ 10.00 | $ 330,660.00 | 1,230 | 35,096 | $ 12,300.00 | 22,370.00 | $ 223,700.00 | 0 | 0 | $ - | 22,370 | 22,370 | $ 223,700.00 | 12,727.00 | 35,097.00 | $ 127,270.00 | | | $ - | 35,096.00 | $ 350,970.00 | 0.00 | $ - |
| 2-2 | Prime Coat (MC-30) (0.2 GAL/SY), according to the plans and specifications; complete in place. | GAL | 6,700 | $ 5.00 | $ 33,500.00 | 240 | 7,070 | $ 1,200.00 | 4,475.00 | $ 22,375.00 | 0 | 0 | $ - | 4,475 | 4,475 | $ 22,375.00 | 2,545.00 | 7,020.00 | $ 12,725.00 | | | | 7,020.00 | $ 35,100.00 | 0.00 | $ - |
| 2-3 | 3-inch Cellular Base (6-inch compacted thickness) according to the plans and specifications; complete in place. | SY | 39,537 | $ 7.00 | $ 276,636.00 | 1,400 | 41,237 | $ 9,800.00 | 41,237.00 | $ 288,639.00 | 20,000 | 20,000 | $ 140,000.00 | 21,237 | 41,237 | $ 148,659.00 | | | | | | | 41,237.00 | $ 288,639.00 | 0.00 | $ - |
| 2-4 | 10-inch Lime treated Sub-Grade (6%) according to the plans and specifications; complete in place. | SY | 39,537 | $ 4.75 | $ 160,226.75 | 1,400 | 41,237 | $ 6,650.00 | 41,237.00 | $ 195,873.75 | 20,000 | 20,000 | $ 95,000.00 | 21,237 | 41,237 | $ 100,873.75 | | | | | | | 41,237.00 | $ 195,873.75 | 0.00 | $ - |
| 2-5 | Furnish and Install 4" Concrete Sidewalk, according to the plans and specifications; complete in place. | SY | 7 | $ 200.00 | $ 1,400.00 | 0 | 7 | $ - | | | 0 | 0 | $ - | 0 | 0 | $ - | 7.00 | 7.00 | $ 1,400.00 | | | | 7.00 | $ 1,400.00 | 0.00 | $ - |
| 2-6 | Furnish and Install 6-ft Concrete Plume | EA | 1 | $ 600.00 | $ 600.00 | 0 | 1 | $ - | | | 0 | 0 | $ - | 0 | 0 | $ - | 1.00 | 1.00 | $ 600.00 | | | | 1.00 | $ 600.00 | 0.00 | $ - |
| 2-7 | 6-inch Residential Concrete Driveway (3000 PSI), according to the plans and specifications; complete in place. | SY | 115 | $ 60.00 | $ 6,900.00 | 0 | 115 | $ - | | | 0 | 0 | $ - | 0 | 0 | $ - | 115.00 | 115.00 | $ 6,900.00 | | | | 115.00 | $ 6,900.00 | 0.00 | $ - |
| 2-8 | Remove and replace existing cellular driveway and asphalt driveway with asphalt driveway, according to the plans and specifications; complete in place. | SY | 1,824 | $ 15.00 | $ 27,360.00 | 120 | 1,944 | $ 1,800.00 | 900.00 | $ 13,500.00 | 900 | 900 | $ 13,500.00 | 0 | 0 | $ - | 1,944.00 | 1,944.00 | $ 15,660.00 | | | | 1,944.00 | $ 29,160.00 | 0.00 | $ - |
| 2-9 | Remove and Replace existing Unitroyhe driveways with 6-inch cellular concrete, according to the plans and specifications; complete in place. | SY | 312 | $ 5.00 | $ 1,560.00 | 225 | 447 | $ 1,170.00 | 447.00 | $ 2,235.00 | 100 | 100 | $ 500.00 | 347 | 447 | $ 1,735.00 | - | | $ - | | | | 447.00 | $ 2,235.00 | 0.00 | $ - |
| 2-10 | Furnish and Install 12-inch HPP according to the plans and specifications; complete in place. | LF | 2,143 | $ 21.00 | $ 45,003.00 | 179 | 2,313 | $ 3,570.00 | 2,313.00 | $ 48,573.00 | 2,313 | 2,313 | $ 48,573.00 | 0 | 0 | $ - | - | | $ - | | | $ - | 2,313.00 | $ 48,573.00 | 0.00 | $ - |
| 2-10A | Furnish and Install 15-inch RCP according to the plans and specifications; complete in place. | LF | 0 | $ 35.00 | $ - | 174 | 174 | $ 6,090.00 | 174.00 | $ 6,090.00 | 174 | 174 | $ 6,090.00 | 0 | 0 | $ - | - | | $ - | | | $ - | 174.00 | $ 6,090.00 | 0.00 | $ - |
| 2-11 | Furnish and Install 18-inch RCP according to the plans and specifications; complete in place. | LF | 1,000 | $ 45.00 | $ 45,105.00 | -48 | 1,671 | $ (2,160.00) | 1,621.00 | $ 45,945.00 | 1,671 | 1,621 | $ 45,945.00 | 0 | 0 | $ - | - | | $ - | | | | 1,621.00 | $ 45,945.00 | 0.00 | $ - |
| 2-12 | Furnish and Install 24-inch RCP according to the plans and specifications; complete in place. | LF | 98 | $ 55.00 | $ 5,390.00 | -98 | 0 | $ (5,390.00) | | | 0 | 0 | $ - | 0 | 0 | $ - | - | | $ - | | | | - | $ - | 0.00 | $ - |
| 2-13 | Furnish and Install 30-inch RCP according to the plans and specifications; complete in place. | LF | 78 | $ 99.00 | $ 7,722.00 | 0 | 78 | $ - | 78.00 | $ 7,722.00 | 78 | 78 | $ 7,722.00 | 0 | 0 | $ - | - | | $ - | | | | 78.00 | $ 7,722.00 | 0.00 | $ - |
| 2-14 | Furnish and Install 5'x5' Type "M" Manhole according to the plans and specifications; complete in place. | EA | 1 | $ 3,000.00 | $ 3,000.00 | -1 | 0 | $ (3,000.00) | | | 0 | 0 | $ - | 0 | 0 | $ - | - | | $ - | | | | - | $ - | 0.00 | $ - |
| 2-15 | Furnish an Install Curb Inlet Type "C" w/ concrete apron according to the plans and specifications; complete in place. | EA | 2 | $ 4,000.00 | $ 8,000.00 | -2 | 0 | $ (8,000.00) | | | 0 | 0 | $ - | 0 | 0 | $ - | - | | $ - | | | | - | $ - | 0.00 | $ - |
| 2-16 | Furnish and Install Safety End Treatment Structure according to the plans and specifications; complete in place. | EA | 10 | $ 600.00 | $ 10,800.00 | 0 | 10 | $ - | 10.00 | $ 10,800.00 | 0 | 0 | $ - | 10 | 10 | $ 10,800.00 | - | | $ - | | | | 10.00 | $ 10,800.00 | 0.00 | $ - |
| 2-16A | Furnish and Install 24-inch Safety End Treatment Structure according to the plans and specifications; complete in place. | EA | 0 | $ 1,200.00 | $ - | 2 | 2 | $ 2,400.00 | 2.00 | $ 2,400.00 | 0 | 0 | $ - | 2 | 2 | $ 2,400.00 | - | | $ - | | | | 2.00 | $ 2,400.00 | 0.00 | $ - |
| 2-17 | Furnish and Install 15" Storm Discharge Structure according to the plans and specifications; complete in place. | EA | 8 | $ 600.00 | $ 4,800.00 | 2 | 10 | $ 1,200.00 | 10.00 | $ 6,000.00 | 0 | 0 | $ - | 10 | 10 | $ 6,000.00 | - | | $ - | | | | 10.00 | $ 6,000.00 | 0.00 | $ - |
| 2-18 | Furnish and Install 24" Storm Discharge Structure according to the plans and specifications; complete in place. | EA | 1 | $ 600.00 | $ 600.00 | 0 | 1 | $ - | | | 0 | 0 | $ - | 0 | 0 | $ - | 1.00 | 1.00 | $ 600.00 | | | | 1.00 | $ 600.00 | 0.00 | $ - |
| 2-19 | Furnish and Install 30" Storm Discharge Structure according to the plans and specifications; complete in place. | EA | 2 | $ 600.00 | $ 1,200.00 | 1 | 2 | $ 600.00 | 2.00 | $ 1,200.00 | 0 | 0 | $ - | 2 | 2 | $ 1,200.00 | - | | $ - | | | | 2.00 | $ 1,200.00 | 0.00 | $ - |
| 2-20 | Furnish and Install Concrete Rip-Rap, according to the plans and specifications; complete in place. | CY | 12.23 | $ 230.00 | $ 2,812.90 | 0 | 12.23 | $ - | | | 0 | 0 | $ - | 0 | 0 | $ - | 12.23 | 12.23 | $ 2,812.90 | | | | 12.23 | $ 2,812.90 | 0.00 | $ - |
| 2-21 | Regrade Exist. Roadside ditches as per the plans and specifications; complete in place. | LS | 1 | $ 20,000.00 | $ 20,000.00 | 0.82 | 1.82 | $ 999.99 | 1.82 | $ 36,999.99 | 1 | 1 | $ 20,000.00 | 0.82 | 1.82 | $ 999.99 | - | | $ - | | | | 1.82 | $ 20,999.99 | 0.00 | $ - |
| 2-22 | Concrete center fill at existing drainage ditch as required and shown as per the plans and specifications; complete in place. | LS | 1 | $ 20,000.00 | $ 20,000.00 | 0 | 1 | $ - | 1.00 | $ 20,000.00 | 1 | 1 | $ 20,000.00 | 0 | 0 | $ - | - | | $ - | | | | 1.00 | $ 20,000.00 | 0.00 | $ - |
| 2-23 | Furnish and Install Guardrail as per the plans and specifications; complete in place. | LF | 307 | $ 45.00 | $ 13,800.82 | 0 | 307 | $ - | | | 0 | 0 | $ - | 0 | 0 | $ - | - | | $ - | | | | - | $ - | 307.00 | $ 13,815.07 |
| | | | | | $ 1,857,277.27 | | | $ 25,100.00 | | $ 823,264.75 | | | $ 413,330.00 | | | $ 515,664.75 | | | $ 106,147.00 | | | $ - | | $ 1,110,442.25 | | $ 15,000.02 |
| | SUMMARY | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Original Project | | | | $ 1,832,277.27 | | | | | | | | | | | | | | | | | | | | | |
| | Devils Road Paving Improvements | | | | $ 1,857,277.27 | | | | | | | | | | | | | | | | | | | | | |
| | Change Order #1 | | | | $ 25,100.00 | | | | | | | | | | | | | | | | | | | | | |
| | TOTAL BASE AMOUNTS: | | | | $ 1,125,442.27 | | | $ 25,100.00 | | $ 823,264.75 | | | $ 413,330.00 | | | $ 515,664.75 | | | $ 106,147.00 | | | $ - | | $ 1,110,442.25 | | $ 15,000.02 |

Printed Name: LEFEVRE ENGINEERING (Kristofer "Kris" Sabree P.E.), HECTOR MORENO

Signature:

Date:

## *SCHEDULE OF VALUES*

| | |
|---|---|
| RDH Site and Concrete,LLC | Contractor Name |
| 25-Sep-16 | Starting Date |
| 25-May-17 | Project Ending Date |
| 5% | Retainage Percent |

| | |
|---|---|
| Application No. | 3 |
| Application Date: | 30-May-17 |
| Period To: | 22-May-17 |
| Engineer Firm | LEFEVRE ENGINEERING |

Summary

| Contract Number | Description | Original Schedule Value | CO#1 Schedule of Values | CO#2 Schedule of Values | CO#3 Schedule of Values | Payment Application No 1 | Payment Application No 2 Foma Funds | Payment Application No 2 Hidalgo County Funds | Payment Application No 3 | Payment Application No RETAINAGE | Total To Date | Balance To Finish | Retainage | Net | Payments to Date | Payment Due |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| C-16-277-09-09 | Goolie Road Paving Improvements Project | $ 1,097,337.27 | $ 28,105.00 | $ - | $ - | $ 423,330.00 | $ 136,547.16 | $ 382,417.59 | $ 168,147.50 | $ - | $ 1,110,442.25 | $ 15,000.02 | $ 55,522.11 | $ 1,054,920.14 | $ 895,180.01 | $ 159,740.13 |
| | | $ - | $ - | | $ - | $ - | $ - | | $ - | | $ - | $ - | $ - | $ - | $ - | $ - |
| | | $ - | $ - | | $ - | $ - | $ - | | $ - | | $ - | $ - | $ - | $ - | $ - | $ - |
| | | $ - | $ - | | $ - | $ - | $ - | | $ - | | $ - | $ - | $ - | $ - | $ - | $ - |
| | | $ - | $ - | | $ - | $ - | $ - | | $ - | | $ - | $ - | $ - | $ - | $ - | $ - |
| | | $ - | $ - | | $ - | $ - | $ - | | $ - | | $ - | $ - | $ - | $ - | $ - | $ - |
| | | $ - | $ - | | $ - | $ - | $ - | | $ - | | $ - | $ - | $ - | $ - | $ - | $ - |
| | TOTALS: | $ 1,097,337.27 | $ 28,105.00 | $ - | $ - | $ 423,330.00 | $ 136,547.16 | $ 382,417.59 | $ 168,147.50 | | $ 1,110,442.25 | $ 15,000.02 | $ 55,522.11 | $ 1,054,920.14 | $ 895,180.01 | $ 159,740.13 |

Engineer: [signature] (Heitor Moreno)

**AI-60068** **Purchasing Department** **11. T.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted For:** Marty Salazar, PURCHASING DEPT.

**Submitted By:** Sandra Montalvo, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

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## Information

**CAPTION**

Requesting authority to advertise and approval of procurement packet( i.e. draft specifications/requirements, legal notice, draft service contract, etc) as attached hereto for: Hidalgo County Precinct No.1-"Disposal of Municipal Solid Waste"-RFB No. 2017-158-SMA, including the re-advertisement of project if and when applicable/required.

**BACKGROUND**

Proposed Schedule of Events:
1st Advertisements: June 17, 2017
2nd Advertisement: June 24, 2017
Bid Opening date: July 5, 2017

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## Fiscal Impact

**CALENDAR YEAR:** 2017 **ACCT. #:** 1100-432-00-121-001-0-421

**FUNDS AVAILABLE Y/N?:** y **MATCHING FUNDS Y/N?:** n

**BUDGETARY IMPACT:**

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## Attachments

legal notice, draft specs, draft contract

memo-approval of specs

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing - Internal | Marty Salazar | 06/01/2017 02:44 PM |
| Budget & Management | Veronica Ortiz | 06/01/2017 03:12 PM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |
| Form Started By: Sandra Montalvo | | Started On: 05/31/2017 10:19 AM |
| Final Approval Date: 06/09/2017 | | |

| Bid No: 2017-158-00-00-SMA | Buyer : Sandra Montalvo | Tel. No: (956) 318-2626 ext. 4865 |
|---|---|---|

# REQUEST FOR BIDS

## HIDALGO COUNTY PRECINCT NO. 1

***"DISPOSAL OF MUNICIPAL SOLID WASTE"***

## BID OPENING DATE: June 00, 2017@ 9:30 a.m.

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Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
956 318-2626

Form HCPD-03
REVISED 09/9/16

**1)** Sealed bids will be received for ***"HIDALGO COUNTY PRECINCT NO. 1-"DISPOSAL OF MUNICIPAL SOLID WASTE"*** in accordance with the specifications attached as **Exhibit "A"** hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

**2)** **One (1) original and Three (3) copies** of all bids are required with the bidders name and return address clearly typed and or/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID NO.: 2017-158-00-00-SMA** *"HIDALGO COUNTY PRECINCT NO. 1-DISPOSAL OF MUNICIPAL SOLID WASTE"* and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281,Administration Building, Edinburg, Texas, **on or before 9:30 A.M, WEDNESDAY, June 00, 2017.**

**NO FACSIMILES, EMAILS OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO RFB NO.: 2017-158-00-00-SMA "***HIDALGO COUNTY PRECINCT NO. 1"-DISPOSAL OF MUNICIPAL SOLID WASTE".* Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bids considered the best and most advantageous to Hidalgo County.

Additionally, all forms listed below must be properly executed and included with your bid:

1) Legal Notice (See page 8);
2) Bid Page (See **Exhibit "B"**);
3) Insurance pages with Acknowledgment Forms (See **Exhibit "C"**);
4) Form CIQ-Conflict of Interest Questionnaire (See **Exhibit "D"**);
5) Vendor Bidder Application & W-9 forms (See **Exhibit "E"**);
6) Certification Regarding Debarment (See **Exhibit "F"**); and
7) **SAMS.gov Registration Acknowledgement** (See Number 18 below).

**3)** Hidalgo County reserves the right to: A) separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B). reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; C) . award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so; D). award the contract to the responsible bidder who submits the lowest and best bid. "Lowest and best" means a bid or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties, and customer service after a sale.

**4)** The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

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**5)** For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

**6)** Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

**7)** No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

**8)** Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

**9)** Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

**10)** County reserves the right to accept or reject any or all Bids.

**11)** Costs are to be net F.O.B., County Prepaid.

**12)** County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

**13)** Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

**14)** Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

**15)** **DELIVERY INSTRUCTIONS of goods and/or services:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department

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**16) BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - *"HIDALGO COUNTY PRECINCT NO. 1- DISPOSAL OF MUNICIPAL SOLID WASTE"* Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  e) Contract number must be indicated on all invoices

- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
2808 S. Business Hwy 281
Edinburg, TX 78539
(956) 318-2511

**17) SCHEDULE OF EVENTS**

| | |
|---|---|
| Bid Opening, 9:30 A.M. | **June 00 , 2017** |
| Award of Contract | _____, 2017 |
| Commence Work or Deliver Products | _____, 2017 |

**18) BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT (if applicable):**

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. **All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76. Register at SAMs System for Award Management @ www.sam.gov.**

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

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- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

## 19) TITLE VI NOTICE/ NONDISCRIMATION

a) County of Hidalgo, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.252, 42 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

b) The appropriate clauses of Appendices "A" through "E" as delineated in the USDOT Standard Title VI/Nondiscrimination Assurances - Specific Assurances are hereby incorporated by reference as applicable. Title VI Appendices "A" through "E" are attached as **Exhibit "G.**

c) Bidder will attach all applicable notices to which it is obligated to provide or submit as part of the bid, including Form FHWA 1273 to be submitted by all contractors and subcontractors in relation to construction contracts.

## 20) ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

**NOTICE:**
ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

## 21) DISCLOSURE OF CONFLICT OF INTEREST

- Effective January 1, 2016, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the

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County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit E, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

**Completed Form CIQ must be submitted to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539 - Hidalgo County Courthouse.**

**COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.**

**22)** CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)

As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFB packet. In accordance with these requirements, business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the RFB Project No. (2017-158), as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office via email to: sandra.montalvo@co.hidalgo.tx.us. Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit Form 1295 signed and notarized may result in delay of award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

**https://www.ethics.state.tx.us/tec/1295-Info.htm**

THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS FROM THE DATE THE HIDALGO COUNTY COMMISSIONER'S COURT APPROVES THIS AGREEMENT TO SUBMIT THE SIGNED NOTARIZED FORM 1295. *HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.*

**23)** If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the County.

**24)** Bids, and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

**25)** Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;



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- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

**26)** Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

**27)** Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

**28)** County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

**29)** Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

**30)** Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

**31)** This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

**32)** The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

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# HIDALGO COUNTY PRECINCT NO. 1

***"Disposal Of Municipal Solid Waste"***

**BID NO.: 2017-158-00-00-SMA**

To: Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

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# EXHIBIT-A

*Specifications/Requirements*

**Hidalgo County Precinct No. 1**

***"Disposal of Municipal Solid Waste"***

Bid No.: 2017-158-00-00-SMA

## I. SCOPE OF SERVICES:

Hidalgo County is soliciting competitive sealed bids from qualified vendors, for the services of the "disposal and/or pick up of loose solid waste material from Hidaglo County Precinct 1, Sunset Park. All services will be on an "As Needed Basis". The County reserves the right to utilize its own trucks and drivers at the descretion of Precinct No.1, throughout the term of this contract.

## II. SPECIFICATIONS/REQUIREMENTS

1) Bidder must identify the landfill site and/or Transfer Station to which solid waste materials are to be delivered. Bidder shall provide a copy of the current Type one (1) permit for the landfill site issued by the Texas Commission on Evironmental Quality (TCEQ). In addition, bidder should present evidence that it possesses all other federal, state and local permits which may be necessary and proper to the conduct of a landfill and/or Transfer Station business.

2) The bidder will accept possession and entitled to all deliveries of solid waste materials tendered to it by County at the landfill and/or Transfer Station site. Bidder acknowledges that County is operator of one or more landfill sites in Hidalgo County, which do not, possesses a Type one (1) permit. The purpose of this contract is to provide County with an outlet for solid waste materials disposal. County, in its sole discretion, may determine which items, if any, will be tendered to Bidder of disposal.

3) Bidder will accept solid waste from the following location: Precinct No.1, Sunset Park. A copy of Bidder's permit(s) for operation of a Type 1 solid waste facility at such location(s) is attached hereto as Exhibit "C" (part of Insurance Requirements). Bidder will not accept "Special Waste," as that term is defined in 30 T.A.C. '330.2. Upon receipt and acceptance of the waste from Precinct No. 1, Sunset Park title to such waste will be transferred to Bidder, and Bidder will be solely and exclusively responsible for the disposal of such waste in accordance with all applicable laws and regulations. Bidder agrees, by accepting waste from County hereunder, that such waste is of a class or type which Bidder may dispose in its permitted facilities in compliance with its permit and applicable laws and regulations.

4) Bid will be based on a low bid per-ton-of-loose-waste-basis.

**5)** Landfill and/or Transfer Station facility site must be within a fifteen (15) mile radius from Precinct No. 1- **Sunset & Mercedes Citizen collection sites.**

6) Location of landfill and/or Transfer Station site and related incremental hauling costs to the County will be a considering factor in determining the lowest and best bid. In addition, the County may, in its discretion, elect in award separate contracts for landfill access service for one or more precincts.

7) Bidder acknowledges that County is the operator of one or more landfill sites in Hidalgo County, which do not possess a Type 1 permit. The purposes of this Agreement are to provide County with an outlet for solid waste materials disposal. County, by its execution of this Agreement, does not represent that it will deliver any waste to Bidder

8) This Agreement is for the acceptance and disposal of solid waste materials for Precinct No. 1, Sunset Park only. Delivery of solid waste materials to such location shall be at the sole cost and expense of Precinct No.

## III. TERMS AND CONDITIONS:

**1)** Contract term will be for one (1) year of services on **"As Needed Basis" only** with the County's option to renew for two (2) additional one (1) year terms, under the same rates terms and conditions.

**2)** Hidalgo County reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same terms and conditions, at the end of the contract term for unforeseen delay in award of new bid for next contract term.

**3)** All applicable forms in this packet must be filled out in its entirety and submitted with bid response. Incomplete sections may be considered for probable cause of disqualification and/or non-compliance

**4)** Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

**5)** Any contract awarded to a successful bidder will be in effect until: (a) the contract expires, (b) delivery and acceptance of products and/or performance of service ordered, (c) terminated by County with thirty (30) days written notice prior to cancellation.

**6)** The successful bidder shall furnish proof of insurance in at least the following limits, to be in place prior to providing any services under any contract awarded pursuant to these Specifications/Requirements and to continue at all times in force in effect during the term of any such contract.

a) a $500,000 general liability policy with limits of at least $100,000/3000,000 in accordance with the Texas Tort Claims Act;
b) Workers compensation insurance as required by applicable law;
c) Certificates of insurance shall be submitted to the County for approval prior to the award and execution of any contract pursuant hereto;
d) Each policy of insurance required hereunder shall extend for a period equivalent to the term of a contract entered into pursuant to these Specifications, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County Judge prior to the cancellation of any such coverage on the termination date or otherwise, and
e) Any contract award pursuant hereto shall provide that is shall automatically suspend upon the cancellation of other termination of any required policy of insurance hereunder.

**7)** The successful bidder will indemnify and hold harmless the County, and its officers, officials, employees, agent and attorneys for any and all claims and expenses arising out of or in any way related to the performance of the contract awarded pursuant hereto.

**8)** Hidalgo County reserves the right to award the lowest qualified bid on a lump sum basis to one bidder or to multiple bidders if the County determines it is in its best interest to do so.

**9)** Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.

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**10)** The successful bidder shall not deliver products or provide services without a Hidalgo County Purchase Order, signed by an authorized agent of the Hidalgo County Purchasing Department.

**ADDITIONAL INFORMATION:**

**1)** Hidalgo County is requesting that any and all questions, inquires and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, Attn: Sandy Suarez, 2812 South Business Hwy. 281, Edinburg, Tx 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

**2)** All cost and expenses associated with the preparation and submission of bids, shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

**3)** ALL WRITTEN INQUIRIES WILL BE ACCEPTED via-email to sandra.montalvo@co.hidalgo.tx.us by no later than Wednesday, month **, 2017 by 5:00 p.m.** Responses to said inquiries will be sent to all applicants via facsimile by no later than **Friday, month 00, 2017 by 5:00 p.m.**

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# RE: Review & Approve - Draft Agreement for [Procurment Process] of Disposal of Municipal Solid Waste - Pct 1

**From :** Steve Crain <scrain@atlashall.com> Mon, May 29, 2017 05:34 PM

**Subject :** RE: Review & Approve - Draft Agreement for [Procurment Process] of Disposal of Municipal Solid Waste - Pct 1

1 attachment

**To :** 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

Looks OK.

---

**From:** Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
**Sent:** Thursday, May 25, 2017 1:45 PM
**To:** Steve Crain <scrain@atlashall.com>
**Cc:** Marynel Trevino <mntrevino@atlashall.com>
**Subject:** Fwd: Review & Approve - Draft Agreement for [Procurment Process] of Disposal of Municipal Solid Waste - Pct 1

Good afternoon, Mr. Crain-
Please review and approve with revision as advised.

Respectfully,

**Leticia H. Saenz, CPPB/Contracts Manager**
Hidalgo County Purchasing Department
2812 South Business Highway 281
Edinburg, Texas 78539
**P**(956) 318-2626 **F**(956) 318-2629
Email: leticia.saenz@co.hidalgo.tx.us

...DON'T WORRY...BE HAPPY...

**THE STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

**SERVICE CONTRACT**
**C-17-158-00-00**

**THIS CONTRACT** is made and entered into this _____ day of _____,**2017** by and between the **County of Hidalgo, Texas** ("County") and _____ ("Company").

**WHEREAS,** Company responded to notices for Request for Sealed Bids (RFB) for **"DISPOSAL of MUNICIPAL SOLID WASTE"** (the "Services"); and

**WHEREAS,** Company submitted a sealed bid to provide services in accordance with Exhibit "A" Request for Sealed Bids (RFB) Procurement Packet attached hereto, a copy of such sealed bid is attached hereto as Exhibit "B" and is incorporated herein for all purposes; and;

**WHEREAS,** in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Sealed Bids (RFB) Procurement Packet, the Commissioners Court of County awarded the sealed bid to Company.

**NOW, THEREFORE,** in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the services in accordance with the specifications contained in Exhibit "A" Request for Sealed Bids (RFB) Procurement Packet within **Hidalgo County** following a request for Services by the **Hidalgo County Precinct No. 1**. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and

regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **one (1) year (on an as needed basis)**, commencing on _____**, 2017** and expiring on _____**,2018,**andmaybe extended at the sole discretion of the County for an additional two (2) one (1) year terms, (under the same rates, terms and conditions). Hidalgo County also reserves the right to continue this sealed quote for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages

and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: County of Hidalgo
Attn: County Judge
100 East Cano, 2nd Floor
Edinburg, Texas 78539

If to Company: _____
_____
_____

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if



DRAFT

such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

18. **Entire Agreement**. This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

19. **Immunities.** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

**WITNESS** our hands in duplicate originals this ___day of _____, 2017.

*Approved by Commissioner's Court: _____, 2017.*

**APPROVED AS TO FORM**
Atlas, Hall & Rodriguez, L.L.P.

By:_____
Stephen L. Crain, Attorney

**COUNTY OF HIDALGO**

**ATTEST:**

By: _____
Ramon Garcia, County Judge

By: _____
Arturo Guajardo, Jr., County Clerk

**COMPANY:**

By:_____

Printed Name: _____

Title: _____

DRAFT

# EXHIBIT "A"

REQUEST FOR SEALED BIDS (RFB) PROCUREMENT PACKET

DRAFT

# EXHIBIT "B"

VENDOR'S BID PRICE

DRAFT

# EXHIBIT "C"

INSURANCE REQUIREMENTS

DRAFT

# Hidalgo County Purchasing Department
## 2812 S. Business Highway 281
## New Administration Building
## Edinburg, Texas 78539
**(956) 318-2626/ Fax: (956) 318-2629**


# MEMORANDUM

(Approval of Specifications)

**TO:** **Hon. David L. Fuentes, Commissioner**
Hidalgo County Precinct 1
**Attn:** Amy Saenz-Smith /Mari Gutierrez

**From:** Sandra Montalvo, Buyer II
Hidalgo County Purchasing Dept.

**Date:** May 19, 2017

**Re:** RFB No. 2017-158-00-00-SMA-Approval of Specifications for-***Hidalgo County Precinct No. 1- "DISPOSAL OF MUNISIPAL SOLID WASTE"***

Please review the following SPECIFICATIONS and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE.** If the modified specifications are NOT_met, make any and all additional modifications necessary and return the revised copy to purchasing department.

If you have any questions, please call me at (956) 318-2626 ext# 4865.

| | |
|---|---|
| APPROVE ☐ | DISAPPROVE ☐ |
| APPROVED WITH MODIFICATIONS ☐ | |

FUNDS AVAILABILITY: _____YES / _____NO/_____Other

(Specify) PCT # 1
SANITATION

BUDGET ACCOUNT #: 7-1100-432-00-121-001-0-421

| | | | |
|---|---|---|---|
| Amy Smith | Amy Smith | PCT 1 | 6/1/17 |
| AUTHORIZED SIGNATURE | PRINTED NAME | DEPARTMENT | DATE |

**SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT NO LATER THAN 4:00 P.M., May 31, 2017 via e-mail: sandra.montalvo.@co.hidalgo.tx.us**

Enclosures

**AI-60070** **Purchasing Department** **11. U.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted For:** Joseph Palacios, COMM. PCT. #4 **Submitted By:** Nick Perez, COMM. PCT. #4

**Department:** COMM. PCT. #4

---

## Information

**CAPTION**

Requesting authorization to remove Asset #62860 from Hidalgo County Precinct 4's Inventory List with supporting documentation attached hereto.

**BACKGROUND**

Asset #62860 (Makita Cut-Off Saw, 2 Cycle gasoline) broke down while saw was still under warranty. A new saw was issued due to existing warranty and assigned Asset # 73007.

---

## Fiscal Impact

**CALENDAR YEAR:** **ACCT. #:**

**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

As per Pct. 4 staff, the item was still under warranty, therefore, an even exchange for a new saw was made thus no fiscal impact occurred.

---

## Attachments

AI-60070

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing - Internal | Marty Salazar | 06/06/2017 04:12 PM |
| Budget & Management | Veronica Ortiz | 06/06/2017 04:16 PM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |
| Form Started By: Nick Perez | | Started On: 05/31/2017 11:13 AM |
| Final Approval Date: 06/09/2017 | | |

Tag No 62860 | Description MAKITA CUT OFF SAW WET/DRY | Tag Id 548944 | Asset Total 872.28

Header | Items | Transfers | History | Previous Tags

Asset Type 643 OTHER EQUIP-SAW

Depreciate Asset?

Location 124 COMMISSIONER, PRECINCT 4 | Room No 000 Precinct 4 R/B | Sub Location

Condition

Bar Code | Replacement Cost | Old Tag No

Insured Code | Insured Value

Comment | Edit

Date Changed | Asset Status

Scan/Inventory Date

**Copy Asset Information**

Tag No

Copy

Tag No 62860 | Description MAKITA CUT OFF SAW WET/DRY | Tag Id 548944 | Asset Total 872.28

Header | Items | Transfers | History | Previous Tags

| Item No | Description | Received | Est Life | Quantity | Unit Price | Extended Cost |
|---|---|---|---|---|---|---|
| 1 | MAKITA CUT OFF SAW WET/DRY | 12-16-2014 | 6.0 | 1.000 | 872.28 | 872.28 |

| Manufacturer | Year | Model No | Serial No | License No | Class | Fuel | Client Id No |
|---|---|---|---|---|---|---|---|
| | | | 451882 | | | | |

| PO NO | PO Date | Vendor | | Invoice No | Check Key |
|---|---|---|---|---|---|
| 717172 | 11-07-2014 | 40991 | W. W. GRAINGER, INC. | 9591323838 | 408000 |

Disp Code | Disp Date | Disposed: No | Last Date Depr | Disp Override | Accum Depr: .00

Comment | Edit | Salvage Value | Cur Amt Depr: .00 | YTD Depr: .00

Responsibility 1 | Responsibility 2 | Additions Processed

| Account Number | | Amount |
|---|---|---|
| 4-1100-452-00-124-009-0-664 | Account not on file | 872.28 |

Tag No 62860 | Description MAKITA CUT OFF SAW WET/DRY | Tag Id 548944 | Asset Total 872.28

Header | Items | Transfers | History | Previous Tags

NOTE: These records are automatically created when the asset location or room is changed.

| Location | Room No | Date Transferred | Date Received | User Id | Comments |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |

**GRAINGER**



# INVOICE

2251 E DIVISION ST STE A
ARLINGTON, TX 76011-6619
www.grainger.com

| | |
|---|---|
| GRAINGER ACCOUNT NUMBER | 885845200 |
| INVOICE NUMBER | 9388095573 |
| INVOICE DATE | 03/16/2017 |
| DUE DATE | 04/15/2017 |
| AMOUNT DUE | $1,219.98 |

SHIP TO
ATTN: JIM ANTHONY
WT TRIPLEGUARD
921 E. Pecan Blvd.
MCALLEN TX 78501-5710

| | |
|---|---|
| PO NUMBER: | 8521235-00-G46 |
| PROJECT/JOB: | 8959132383 |
| CALLER: | CUSTOMER SERVICE |
| CUSTOMER PHONE: | 8665508680 |
| ORDER NUMBER: | 1285863889 |
| INCO TERMS: | FOB ORIGIN |

BILL TO
WT TRIPLEGUARD
2200 HIGHWAY 121
BEDFORD TX 76021-5949

Interested in receiving invoices via email?
Sign up for paperless invoicing at:
www.grainger.com/paperlessinvoicing

*THANK YOU!* FEI NUMBER 36-1150280
FOR QUESTIONS ABOUT THIS INVOICE OR ACCOUNT CALL *1-800-472-4643*

| PO LINE # | ITEM # | DESCRIPTION | QUANTITY | UNIT PRICE | TOTAL |
|---|---|---|---|---|---|
| 1 | 18C927 | CUT-OFF SAW,2-CYCLE GASOLINE,WET/DRY C<br>MANUFACTURER # EK7301<br>Delivery #:6353818382 Date: 03/16/2017<br>PICKED UP FROM: MCALLEN BRANCH 460<br>921 E. PECAN BLVD.,MCALLEN,TX 78501-5710<br>item under warranty<br>AT# 73007 | 1 | 1,127.00 | 1,127.00 |

| | |
|---|---|
| INVOICE SUB TOTAL | 1,127.00 |
| TAX | 92.98 |

These items are sold for domestic consumption. If exported, purchaser assumes full responsibility for compliance with US export controls. Diversion contrary to US law prohibited.
Reprint

PAY THIS INVOICE; NO STATEMENT WILL BE SENT. PAYMENT TERMS Net 30 days IN U.S. DOLLARS. ***AMOUNT DUE*** ***$1,219.98***

---

**PLEASE DETACH THIS PORTION AND RETURN WITH YOUR PAYMENT**

BILL TO:

WT TRIPLEGUARD
2200 HIGHWAY 121
BEDFORD TX 76021-5949
UNITED STATES OF AMERICA

REMIT TO:
GRAINGER
DEPT. 885845200
P.O. BOX 419267
KANSAS CITY, MO 64141-6267

8858452009388095573100012199810009298100000001000000170415 18

| X | ACCOUNT NUMBER | DATE | INVOICE NUMBER | AMOUNT DUE |
|---|---|---|---|---|
| | 885845200 | 03/16/2017 | 9388095573 | $1,219.98 |

FOR COMMENTS OR CHANGE OF ADDRESS, ENTER INFORMATION ON REVERSE SIDE

**Zimbra** **omar.salinas@co.hidalgo.tx.us**

**Fwd: Emailing - getinvoice.pdf**

**From :** Nick Perez <nick.perez@co.hidalgo.tx.us> Thu, Mar 23, 2017 04:01 PM
**Subject :** Fwd: Emailing - getinvoice.pdf 1 attachment
**To :** Omar Salinas <omar.salinas@co.hidalgo.tx.us>

See attached.

Respectfully,

Nick Perez

Hidalgo County Pct.#4
1051 N. Doolittle Rd.
Edinburg, TX 78539

Office: (956)383-3112 Ext. 4008
Fax: (956)381-5905
E-Mail: Nick.Perez@co.hidalgo.tx.us

---

**From:** "Nick Perez" <nick.perez@co.hidalgo.tx.us>
**To:** "Agueda Garcia" <agueda.garcia@co.hidalgo.tx.us>
**Sent:** Thursday, March 23, 2017 3:18:55 PM
**Subject:** Fwd: Emailing - getinvoice.pdf

Let me know if this works for you.

Respectfully,

Nick Perez

Hidalgo County Pct.#4
1051 N. Doolittle Rd.
Edinburg, TX 78539

Office: (956)383-3112 Ext. 4008
Fax: (956)381-5905
E-Mail: Nick.Perez@co.hidalgo.tx.us

---

**From:** "Robert Cusimano" <Robert.Cusimano@grainger.com>
**To:** "Nick Perez" <nick.perez@co.hidalgo.tx.us>
**Sent:** Thursday, March 23, 2017 3:13:04 PM
**Subject:** RE: Emailing - getinvoice.pdf

Nick,

Please look at the left side of the invoice where it lists the Bill to. WT Tripleguard. That is the

warranty company that pays for the replacement. So, you are fine. You are covered under the 3 year Warranty and do not have to pay anything for this replacement.

Thank you,

Robert Cusimano| Sales & Customer Relations Representative | W.W. Grainger, Inc.

1-800-GRAINGER | www.grainger.com
Robert.Cusimano@Grainger.com | www.grainger.com

---

**From:** Nick Perez [mailto:nick.perez@co.hidalgo.tx.us]
**Sent:** Thursday, March 23, 2017 2:08 PM
**To:** Cusimano, Robert
**Subject:** Re: Emailing - getinvoice.pdf

The document is showing a amount due. Is the precinct going to have to pay that amount? Or should it be zero?

Respectfully,

Nick Perez

Hidalgo County Pct.#4
1051 N. Doolittle Rd.
Edinburg, TX 78539

Office: (956)383-3112 Ext. 4008
Fax: (956)381-5905
E-Mail: Nick.Perez@co.hidalgo.tx.us

---

**From:** "Robert Cusimano" <Robert.Cusimano@grainger.com>
**To:** "nick perez" <nick.perez@co.hidalgo.tx.us>
**Sent:** Thursday, March 23, 2017 1:54:58 PM
**Subject:** Emailing - getinvoice.pdf

---

**getinvoice.pdf**
36 KB

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**From :** Agueda Garcia <agueda.garcia@co.hidalgo.tx.us> Thu, Mar 23, 2017 03:38 PM
**Subject :** Fwd: Emailing - getinvoice.pdf 1 attachment
**To :** Omar Salinas <omar.salinas@co.hidalgo.tx.us>

Omar,

This e-mail reflects the return of the broken saw.

Agueda "Aggie" Garcia
Fixed Asset Manager
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, TX 78539

(956)318-2626 Ext 4873

---

**From:** "Nick Perez" <nick.perez@co.hidalgo.tx.us>
**To:** "Agueda Garcia" <agueda.garcia@co.hidalgo.tx.us>
**Sent:** Thursday, March 23, 2017 3:18:55 PM
**Subject:** Fwd: Emailing - getinvoice.pdf

Let me know if this works for you.

Respectfully,

Nick Perez

Hidalgo County Pct.#4
1051 N. Doolittle Rd.
Edinburg, TX 78539

Office: (956)383-3112 Ext. 4008
Fax: (956)381-5905
E-Mail: Nick.Perez@co.hidalgo.tx.us

---

**From:** "Robert Cusimano" <Robert.Cusimano@grainger.com>
**To:** "Nick Perez" <nick.perez@co.hidalgo.tx.us>
**Sent:** Thursday, March 23, 2017 3:13:04 PM
**Subject:** RE: Emailing - getinvoice.pdf

Nick,

Please look at the left side of the invoice where it lists the Bill to. WT Tripleguard. That is the warranty company that pays for the replacement. So, you are fine. You are covered under the 3 year Warranty and do not have to pay anything for this replacement.

Thank you,

Robert Cusimano| Sales & Customer Relations Representative | W.W. Grainger, Inc.

1-800-GRAINGER | www.grainger.com
Robert.Cusimano@Grainger.com | www.grainger.com

**From:** Nick Perez [mailto:nick.perez@co.hidalgo.tx.us]
**Sent:** Thursday, March 23, 2017 2:08 PM
**To:** Cusimano, Robert
**Subject:** Re: Emailing - getinvoice.pdf

The document is showing a amount due. Is the precinct going to have to pay that amount? Or should it be zero?

Respectfully,

Nick Perez

Hidalgo County Pct.#4
1051 N. Doolittle Rd.
Edinburg, TX 78539

Office: (956)383-3112 Ext. 4008
Fax: (956)381-5905
E-Mail: Nick.Perez@co.hidalgo.tx.us

---

**From:** "Robert Cusimano" <Robert.Cusimano@grainger.com>
**To:** "nick perez" <nick.perez@co.hidalgo.tx.us>
**Sent:** Thursday, March 23, 2017 1:54:58 PM
**Subject:** Emailing - getinvoice.pdf

---

**getinvoice.pdf**
36 KB

---

PACKING LIST

| | | | | |
|---|---|---|---|---|
| SOLD TO ACCOUNT 885845200<br>WT TRIPLEGUARD<br>2200 HIGHWAY 121<br>BEDFORD TX 76021-5949 | PURCHASE ORDER NUMBER<br>8521235-00-G46<br>DEPARTMENT NUMBER | DELIVERY DATE AND TIME<br>03/13/2017 09:17<br>DBT/CRD CODE: Z001 / SALES ORDER NUMBER: 1285863889 | EMPLOYEE: PIACLNT | PAGE: 1 OF 1<br>DELIVERY: 6353818382 |
| CALLER<br>CUSTOMER SERVICE REPRENTATIVE | REQUISITIONER | BRANCH ADDRESS<br>921 E. PECAN BLVD.<br>MCALLEN TX 78501-5710<br>956-682-6321 | | |
| TELEPHONE NUMBER<br>8665508680 | PROJECT/JOB NUMBER<br>8959132383 | | | |
| SHIP TO<br>**WT TRIPLEGUARD**<br>**921 E. Pecan Blvd.**<br>**MCALLEN TX 78501-5710**<br>ATTENTION JIM ANTHONY | PO RELEASE NUMBER | CHECK NUMBER / CHECK AMOUNT / CASH REC'D/PAID / TRANS TYPE: WC | | |
| | SPECIAL INSTRUCTIONS | INVOICE WILL FOLLOW<br>SALES TERMS AND CONDITIONS ON REVERSE SIDE<br>**THANK YOU FOR YOUR ORDER** | | |
| | CARRIER NAME: LTL CARRIER / # OF BOXES / FREIGHT TERMS: PPA / DATE SHIPPED/PICKED UP | | | |

| ITEM DESCRIPTION | ITEM NUMBER | SHIP QTY | BACKORDER MESSAGE | TAX | UNIT PRICE | TOTAL |
|---|---|---|---|---|---|---|
| Cut-Off Saw,2-Cycle Gasoline,Wet/Dry Cut | 18C927 | 1 | | T | 1127.00 | 1127.00 |

**WARNING HAZARDOUS MATERIAL.DO NOT SHIP AIR. REFER TO HAZARDOUS MATERIAL WARNING SHEET

THIS ORDER CONTAINING HAZMAT ITEMS HAS BEEN PROPERLY PREPARED BY: _____

Upon the return for credit and or replacement of the above listed Grainger product(s), customer warrants and represents that no property damage or personal injury has resulted from use of returned product(s) and customer further agrees that it will not assert any claim against W.W. Grainger, Inc., its subsidiaries and divisions or its suppliers in any suit involving the above listed product(s).

GRAINGER
FOR THE ONES WHO GET IT DONE

I certify that if I am purchasing the material(s) as "materials of trade" as defined in the Hazardous Materials Regulations Title 49 of the Code of Federal Regulations. I intend to use the materia(s) in direct support of my principal business (which is not transportation), and I do not intend to resell the material, or transport them in a vehicle other than my own.

| | |
|---|---|
| Shipping | 0.00 |
| Tax | 92.98 |
| Total | 1219.98 |

# Purchase Order

# COUNTY OF HIDALGO

PO# 717172

DATE: 11/07/14

PAGE NO: 1 Of 1

PO TYPE:

VENDOR: 40991

PHONE: (956)682-6321

REQ: 00265712

EMAIL:

W. W. GRAINGER INC.
GRAINGER INC.
100 GRAINGER PARKWAY
LAKE FOREST IL 60045-5201

SHIP TO: HIDALGO CO. PCT 4
1051 N. DOOLITTLE
EDINBURG TX 78542

CONTACT:

SITE: COMMISSIONER, PRECINCT 4

CONTRACT NO:

SPECIAL INSTRUCTIONS: PCT # 1172

**VENDOR NOTES:**

1. Do not add to, or alter this Purchase Order. This Order is not renewable.
2. TAX EXEMPTION: This Purchase Order may be accepted in lieu of Exemption Certificate.
3. This Order is also placed F.O.B. Destination. Vendor must repay all shipping costs.
4. Invoice each Purchase Order singly. Original invoices are required customer copy may be accepted. Out number must appear on all invoices, bills of lading, and packages.
5. Payment will be made only for bona fide and full completed orders, unless otherwise attached.

| QTY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | DO NOT DUPLICATE ORDER INV. 9913323838 | | |
| | | TXMAS CONTRACT 2-539030 (EXP. 2/28/17) | | |

# Requisition

Req # 00265712
PO # 717172
Date: 10/21/14

**Bill To:** x
x

**Vendor :** 40991
W. W. GRAINGER INC.
GRAINGER INC.
100 GRAINGER PARKWAY
LAKE FOREST IL 60045-5201

**Ship To:** HIDALGO CO. PCT 4
1051 N. DOOLITTLE
EDINBURG TX 78542

**Contact:** DIGONZALEZ
956-383-3112

**Contract No:**

Special Instructions:
PCT # 1172

| QUANTITY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | TXMAS CONTRACT 2-539030 (EXP. 2/28/17)<br>DO NOT DUPLICATE ORDER | | |
| 1.00 | EACH | CO ASSET # 62860<br>ITEM #18C927 CUT-OFF SAW, 2-CYLCE GASOLINE, WET/DRY CUT<br>MFG BRAND NAME: MAKITA<br>MANUF.PART #EK7301 | 872.28 | 872.28 |
| 1.00 | EACH | OM ITEM #2ACD3 3YR REPAIR COVERAGE | 179.10 | 179.10 |
| | | Account No | Encumbrance | |
| | | 4-1100-452-00-124-009-0-430 | 179.10 | |

Packing Slip

PACKING LIST

| SOLD TO ACCOUNT 845640903<br>HIDALGO COUNTY PCT #4<br>1051 N DOOLITTLE RD<br>EDINBURG TX 78542-0337 | PURCHASE ORDER NUMBER<br>717172<br>DEPARTMENT NUMBER | DELIVERY DATE AND TIME<br>11/10/2014 13:32 | EMPLOYEE<br>BR2RVG | PAGE<br>1 OF 1 |
|---|---|---|---|---|
| | | OBT/CRD CODE<br>Z001 | SALES ORDER NUMBER<br>1221802715 | DELIVERY<br>6275825480 |
| CALLER<br>JIM ANTHONY | REQUISITIONER | BRANCH ADDRESS<br>921 E. PECAN BLVD.<br>MCALLEN TX 78501-5710<br>956-682-6321 | | |
| TELEPHONE NUMBER<br>9563833112 | PROJECT/JOB NUMBER | | | |
| SHIP TO<br>HIDALGO COUNTY PCT#4<br>1051 N DOOLITTLE RD<br>EDINBURG TX 78542-0337<br><br>ATTENTION | PO RELEASE NUMBER | CHECK NUMBER | CHECK AMOUNT | CASH REC'D/PAID / TRANS TYPE<br>CO |
| | SPECIAL INSTRUCTIONS<br>*** AS PER TXMAS CONTRACT 2-539030 PRICING *** | INVOICE WILL FOLLOW<br>SALES TERMS AND CONDITIONS ON REVERSE SIDE<br>**THANK YOU FOR YOUR ORDER** | | |
| | CARRIER NAME<br>NONE | # OF BOXES | FREIGHT TERMS<br>PPD | DATE SHIPPED/PICKED UP |

| ITEM DESCRIPTION | ITEM NUMBER | SHIP QTY | BACKORDER MESSAGE | TAX | UNIT PRICE | TOTAL |
|---|---|---|---|---|---|---|
| Cut-Off Saw,2-Cycle Gasoline,Wet/Dry Cut<br>**WARNING HAZARDOUS MATERIAL.DO NOT SHIP AIR. REFER TO HAZARDOUS MATERIAL WARNING SHEET. | 18C927 | 1 | | E | 872.28 | 872.28 |
| 3YR Repair Coverage<br>COMPONENT OF18C927 | 2ACD3 | 1 | | | 179.10 | 179.10 |

THIS ORDER CONTAINING HAZMAT ITEMS HAS BEEN PROPERLY PREPARED BY: _____

Hidalgo County Pct #4
NOV 12 2014
Edinburg, Texas 78542

Upon the return for credit and or replacement of the above listed Grainger product(s), customer warrants and represents that no property damage or personal injury has resulted from use of returned product(s) and customer further agrees that it will not assert any claim against W.W. Grainger, Inc., its subsidiaries and divisions or its suppliers in any suit involving the above listed product(s).

GRAINGER
FOR THE ONES WHO GET IT DONE

I certify that if I am purchasing the material(s) as "materials of trade" as defined in the Hazardous Materials Regulations Title 49 of the Code of Federal Regulations, I intend to use the materia(s) in direct support of my principal business (which is not transportation), and I do not intend to resell the material, or transport them in a vehicle other than my own.

| | |
|---|---|
| FREIGHT | 0.00 |
| TAX | 0.00 |
| TOTAL | 1051.38 |

These items are sold for domestic consumption in the

SAP DELIVERY

GRAINGER



# ORIGINAL INVOICE

921 E. PECAN BLVD.
MCALLEN, TX 78501-5710
www.grainger.com

| | |
|---|---|
| GRAINGER ACCOUNT NUMBER | 845640903 |
| INVOICE NUMBER | 9591323838 |
| INVOICE DATE | 11/10/2014 |
| DUE DATE | 12/10/2014 |
| AMOUNT DUE | 1,051.38 |

**Ship to information is listed below in the description section**

BILL TO
MDG2014 00025698 1 MB 0435

HIDALGO COUNTY PCT #4
1051 N DOOLITTLE RD
EDINBURG, TX 78542-0337

NOV 14 2014

| | |
|---|---|
| PO NUMBER: | 717172 |
| CALLER: | JIM ANTHONY |
| CUSTOMER PHONE: | (956) 383-3112 |
| ORDER NUMBER: | 1221802715 |
| INCO TERMS: | FOB ORIGIN |

Interested in receiving invoices via email?
Sign up for paperless invoicing at:
www.grainger.com/paperlessinvoicing

*THANK YOU !* FEI NUMBER 36-1150280

FOR ANY QUESTIONS ABOUT THIS INVOICE OR ACCOUNT CALL 1-800-472-4643

| PO LINE # | ITEM # | DESCRIPTION | QUANTITY | UNIT PRICE | TOTAL |
|---|---|---|---|---|---|
| | | The following items were shipped to:<br>HIDALGO COUNTY PCT #4<br>1051 N DOOLITTLE RD<br>EDINBURG TX 78542-0337 | | | |
| | 18C927 | CUT-OFF SAW,2-CYCLE GASOLINE,WET/DRY CUT<br>MANUFACTURER # EK7301 | 1 | 872.28 | 872.28 |
| | 2ACD3 | 3YR REPAIR COVERAGE<br>Delivery# 6275825480 Date shipped: 11/10/2014 | 1 | 179.10 | 179.10 |

4-3180-452-00-124-0990 432 664
Pct # 1172

GRAINGER

921 E PECAN BLVD
MCALLEN, TX 78501
Ph : (956) 682-6321
Fax: (956) 682-9121

Pct 1172
Req 265712
PO 717172

# Quotation

QUOTE

| Information | |
|---|---|
| Grainger Quote Number | 2022328491 |
| Validity Start Date | 10/21/2014 |
| Validity End Date | 11/21/2014 |
| Creation Date | 10/21/2014 |
| Grainger EIN Number | 36-1150280 |
| PO # | QUOTE |
| PO Create Date | |
| PO Release # | |
| Customer Number | 845640903 |
| Department Number | |
| Project/Job Number | WARE RD MI 17 1/2 |
| Requisitioner Name | |
| Attention | |
| Caller | JIM ANTHONY |
| Telephone Number | 9563833112 |
| Page | 1 / 2 |

**Customer Information**
HIDALGO COUNTY PCT #4
1051 N DOOLITTLE RD
EDINBURG TX 78542-0337

**Billing Information**
HIDALGO COUNTY PCT #4
1051 N DOOLITTLE RD
EDINBURG TX 78542-0337

**Shipping Information**
HIDALGO COUNTY PCT #4
1051 N DOOLITTLE RD
EDINBURG TX 78542-0337

**Freight Forwarder**

GRAINGER

# Quotation

921 E PECAN BLVD
MCALLEN, TX 78501
Ph : (956) 682-6321
Fax: (956) 682-9121

| Information | |
|---|---|
| Grainger Quote Number | 2022328491 |
| Creation Date | 10/21/2014 |
| Customer Number | 845640903 |
| Page | 2 / 2 |

| Item | Material | Description | Quantity | Unit | Price | Total in USD |
|---|---|---|---|---|---|---|
| PO Line | | | | | | |

| | |
|---|---|
| **Sub Total** | 1,051.38 |
| **Total USD** | $ 1,051.38 |

**Please reference our Grainger Quote Number, your Grainger Customer Number, and method of payment when remitting payment.**

These items are sold for domestic consumption in the United States. If exported, purchaser assumes full responsibility for compliance with US export controls.

This transaction is subject to W.W. Grainger, Inc. sales terms and conditions. For a copy, please visit the website at *http://www.grainger.com* or refer to the current catalog.

Thank you for the opportunity to provide this quotation. Please note that all the prices are based on products and

**AI-60074** **Purchasing Department** **11. V.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted For:** Marty Salazar, PURCHASING DEPT.

**Submitted By:** Sandra Montalvo, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

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**Information**

**CAPTION**

Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft contract document etc.) for project titled: Hidalgo County-"Purchase of Concrete Mix & Delivery Services" -RFB No.:2017-156-SMA including the re-advertisement of project if and when applicable/required.

**BACKGROUND**

Proposed schedule of events:
1st advertisement: June 24, 2017
2nd advertisement: July 1, 2017
Bid Opening date: July 12, 2017

---

**Fiscal Impact**

**CALENDAR YEAR:** 2017 **ACCT. #:** 1200-431-00-121-005-0-610

**FUNDS AVAILABLE Y/N?:** y **MATCHING FUNDS Y/N?:** n

**BUDGETARY IMPACT:**

**CALENDAR YEAR:** 2017 **ACCT. #:** 1200-431-00-123-005-0-610

**FUNDS AVAILABLE Y/N?:** y **MATCHING FUNDS Y/N?:** n

**BUDGETARY IMPACT:**

**CALENDAR YEAR:** 2017 **ACCT. #:** 1200-431-00-124-007-0-610

**FUNDS AVAILABLE Y/N?:** y **MATCHING FUNDS Y/N?:** n

**BUDGETARY IMPACT:**

**CALENDAR YEAR:** 2017 **ACCT. #:** 1200-431-00-122-006-0-610

**FUNDS AVAILABLE Y/N?:** y **MATCHING FUNDS Y/N?:** n

**BUDGETARY IMPACT:**

---

## Attachments

draft specs, legal notice, contract document

---

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing - Internal | Marty Salazar | 06/01/2017 02:44 PM |
| Budget & Management | Veronica Ortiz | 06/01/2017 03:13 PM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |
| Form Started By: Sandra Montalvo | | Started On: 05/31/2017 02:51 PM |
| Final Approval Date: 06/09/2017 | | |

✓
Pct 1


**Hidalgo County Purchasing Department**
**2812 S. Business Highway 281**
**New Administration Building**
**Edinburg, Texas 78539**
**(956) 318-2626/ Fax: (956) 318-2629**


# MEMORANDUM

(APPROVAL OF SPECIFICATIONS)

**TO:** **Hon. David L. Fuentes, Commissioner**
Hidalgo County Precinct 1
**Attn:** Amy Saenz-Smith /~~Jorge Peña~~ Mari Gutierrez

**TO:** **Hon. Eduardo "Eddie" Cantu, Commissioner**
Hidalgo County Precinct 2
**Attn:** Armando Garza Jr. / Erika Zamora

**TO:** **Hon. Joe M. Flores, Commissioner**
Hidalgo County Precinct 3
**Attn:** Saul Ramirez / Norma Ceballos

**TO:** **Hon. Joseph Palacios, Commissioner**
Hidalgo County Precinct 4
**Attn:** Roman Rodriguez/Veronica Lopez

**FROM:** Sandra Montalvo, Buyer II SMA
Hidalgo County Purchasing Department.

**DATE:** **May 10, 2017**

**RE:** **Approval or Disapproval of Specifications for: RFB NO.: 2017-156-00-00-SMA-Hidalgo County (All Funding Sources, Programs and Entities) - "Purchase of Concreate Mix Delivery Services"**

Please review the following **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. If specifications are **NOT** met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department. If you have any questions, please call me at (956) 318-2626 ext. 4865.

Thank you for your prompt attention and cooperation to this important matter.

| | |
|---|---|
| **APPROVE** ☑ | **DISAPPROVE** ☐ |
| **APPROVED WITH MODIFICATIONS** ☐ | |

FUNDS AVAILABILITY: _____YES / _____NO/_____Other

(Specify) PCT. # 1 ROAD & BRIDGE

**BUDGET ACCOUNT NO:** 7-1200-431-00-121-005-0-6610

| | | | |
|---|---|---|---|
| Amy S Smith | Amy Saenz-Smith | Pct 1 | 5/11/17 |
| AUTHORIZED SIGNATURE | PRINTED NAME | DEPARTMENT | DATE |

**SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, via e-mail to : sandra.montalvo@co.hidalgo.tx.us Please return by May 22, 2017, by no later than 10:30 am for placement on the next CC Meeting.**

Enclosures

Pct 2

**Hidalgo County Purchasing Department**
**2812 S. Business Highway 281**
**New Administration Building**
**Edinburg, Texas 78539**
**(956) 318-2626 Fax: (956) 318-2629**

HIDALGO COUNTY PRECINCT NO. 2

# MEMORANDUM

(APPROVAL OF SPECIFICATIONS)

**TO:** **Hon. David L. Fuentes, Commissioner**
Hidalgo County Precinct 1
**Attn:** Amy Saenz-Smith /Jorge Peña

**TO:** **Hon. Eduardo "Eddie" Cantu, Commissioner**
Hidalgo County Precinct 2
**Attn:** Armando Garza Jr. / Erika Zamora

**TO:** **Hon. Joe M. Flores, Commissioner**
Hidalgo County Precinct 3
**Attn:** Saul Ramirez / Norma Ceballos

**TO:** **Hon. Joseph Palacios, Commissioner**
Hidalgo County Precinct 4
**Attn:** Roman Rodriguez/Veronica Lopez

**FROM:** Sandra Montalvo, Buyer II *SMA*
Hidalgo County Purchasing Department.

**DATE:** **May 10, 2017**

**RE:** **Approval or Disapproval of Specifications for: RFB NO.: 2017-156-00-00-SMA-Hidalgo County (All Funding Sources, Programs and Entities) - "Purchase of Concrete Mix Delivery Services"**

Please review the following **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE.** If specifications are **NOT** met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department. If you have any questions, please call me at (956) 318-2626 ext. 4865.

Thank you for your prompt attention and cooperation to this important matter.

| | |
|---|---|
| **APPROVE** ☑ | **DISAPPROVE** ☐ |
| **APPROVED WITH MODIFICATIONS** ☐ | |

FUNDS AVAILABILITY: ✓ YES / _____ NO/ _____ Other

(Specify)_____

**BUDGET ACCOUNT NO:** 7-1200-431-00-122-006-0-430

| | | | |
|---|---|---|---|
| Erika Zamora | Erika Zamora | Pct 2 | 5-15-17 |
| AUTHORIZED SIGNATURE | PRINTED NAME | DEPARTMENT | DATE |

**SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, via e-mail to : sandra.montalvo@co.hidalgo.tx.us Please return by May 22, 2017, by no later than 10:30 am for placement on the next CC Meeting.**

Enclosures

Pct 3 ✓


**Hidalgo County Purchasing Department**
**2812 S. Business Highway 281**
**New Administration Building**
**Edinburg, Texas 78539**
**(956) 318-2626/ Fax: (956) 318-2629**


# MEMORANDUM

(APPROVAL OF SPECIFICATIONS)

TO: Hon. David L. Fuentes, Commissioner
Hidalgo County Precinct 1
Attn: Amy Saenz-Smith /Jorge Peña

TO: Hon. Eduardo "Eddie" Cantu, Commissioner
Hidalgo County Precinct 2
Attn: Armando Garza Jr. / Erika Zamora

TO: Hon. Joe M. Flores, Commissioner
Hidalgo County Precinct 3
Attn: Saul Ramirez / Norma Ceballos

TO: Hon. Joseph Palacios, Commissioner
Hidalgo County Precinct 4
Attn: Roman Rodriguez/Veronica Lopez

FROM: Sandra Montalvo, Buyer II *SMA*
Hidalgo County Purchasing Department.

DATE: May 10, 2017

RE: Approval or Disapproval of Specifications for: RFB NO.: 2017-156-00-00-SMA-Hidalgo County (All Funding Sources, Programs and Entities) - "Purchase of Concreate Mix Delivery Services"

Please review the following **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. If specifications are **NOT** met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department. If you have any questions, please call me at (956) 318-2626 ext. 4865.

Thank you for your prompt attention and cooperation to this important matter.

| | |
|---|---|
| APPROVE ☐✓ | DISAPPROVE ☐ |
| APPROVED WITH MODIFICATIONS ☐ | |

FUNDS AVAILABILITY: ✓ YES / _____ NO/ _____ Other

(Specify)_____

BUDGET ACCOUNT NO: 1-120-431-00-173-005-0-610

| | | | |
|---|---|---|---|
| [signature] | Joe M. Flores | Pct #3 | 5/10/17 |
| AUTHORIZED SIGNATURE | PRINTED NAME | DEPARTMENT | DATE |

**SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, via e-mail to : sandra.montalvo@co.hidalgo.tx.us Please return by May 22, 2017, by no later than 10:30 am for placement on the next CC Meeting.**

Enclosures

✓ Pct 4


# Hidalgo County Purchasing Department
## 2812 S. Business Highway 281
## New Administration Building
## Edinburg, Texas 78539
## (956) 318-2626/ Fax: (956) 318-2629


# MEMORANDUM

(APPROVAL OF SPECIFICATIONS)

**TO:** **Hon. David L. Fuentes, Commissioner**
Hidalgo County Precinct 1
**Attn:** Amy Saenz-Smith /Jorge Peña

**TO:** **Hon. Eduardo "Eddie" Cantu, Commissioner**
Hidalgo County Precinct 2
**Attn:** Armando Garza Jr. / Erika Zamora

**TO:** **Hon. Joe M. Flores, Commissioner**
Hidalgo County Precinct 3
**Attn:** Saul Ramirez / Norma Ceballos

**TO:** **Hon. Joseph Palacios, Commissioner**
Hidalgo County Precinct 4
**Attn:** Roman Rodriguez/Veronica Lopez

**FROM:** Sandra Montalvo, Buyer II *SMA*
Hidalgo County Purchasing Department.

**DATE:** **May 10, 2017**

**RE:** **Approval or Disapproval of Specifications for: RFB NO.: 2017-156-00-00-SMA-Hidalgo County (All Funding Sources, Programs and Entities) - "Purchase of Concreate Mix Delivery Services"**

Please review the following **SPECIFICATIONS** **and** verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE.** If specifications are **NOT** met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department. If you have any questions, please call me at (956) 318-2626 ext. 4865.

Thank you for your prompt attention and cooperation to this important matter.

| | |
|---|---|
| **APPROVE** ☑ | **DISAPPROVE** ☐ |
| **APPROVED WITH MODIFICATIONS** ☐ | |

FUNDS AVAILABILITY: ✓ YES / _____ NO/ _____ Other

(Specify)_____

**BUDGET ACCOUNT NO:** 7-1200-431-00-124-007-0-610

| | | | |
|---|---|---|---|
| | Ramon Rodriguez | Road Bridge | 5/10/17 |
| AUTHORIZED SIGNATURE | PRINTED NAME | DEPARTMENT | DATE |

**SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, via e-mail to : sandra.montalvo@co.hidalgo.tx.us Please return by May 22, 2017, by no later than 10:30 am for placement on the next CC Meeting.**

Enclosures

| Bid No: 2017-156-00-00-SMA | Buyer : Sandra Montalvo | Tel. No: (956) 318-2626 ext. 4865 |
|---|---|---|

# REQUEST FOR BIDS

## HIDALGO COUNTY

**(All funding sources)**

***"PURCHASE OF CONCRETE MIX & DELIVERY SERVICES"***

## BID OPENING DATE: July 00, 2017@ 9:30 a.m.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
956 318-2626

Form HCPD-03
REVISED 09/9/16

**1)** Sealed bids will be received for ***"HIDALGO COUNTY-"PURCHASE OF CONCRETE MIX & DELIVERY SERVICES"*** in accordance with the specifications attached as **Exhibit "A"** hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

**2)** **One (1) original and Three (3) copies** of all bids are required with the bidders name and return address clearly typed and or/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID NO.:2017-156-00-00-SMA- *HIDALGO COUNTY-"PURCHASE OF CONCRETE MIX & DELIVERY SERVICES"*** and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281,Administration Building, Edinburg, Texas, **on or before 9:30 A.M, WEDNESDAY, July 00, 2017.**

**NO FACSIMILES, EMAILS OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO RFB NO.: 2017-156-00-00-SMA-** "*HIDALGO COUNTY-"PURCHASE OF CONCRETE MIX & DELIVERY SERVICES".* Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bids considered the best and most advantageous to Hidalgo County.

Additionally, all forms listed below must be properly executed and included with your bid:

1) Legal Notice (See page 8);
2) Bid Page (See **Exhibit "B"**);
3) Insurance pages with Acknowledgment Forms (See **Exhibit "C"**);
4) Form CIQ-Conflict of Interest Questionnaire (See **Exhibit "D"**);
5) Vendor Bidder Application & W-9 forms (See **Exhibit "E"**);
6) Certification Regarding Debarment (See **Exhibit "F"**); and
7) **SAMS.gov Registration Acknowledgement** (See Number 18 below).

**3)** Hidalgo County reserves the right to: A) separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B). reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; C) award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so; D) award the contract to the responsible bidder who submits the lowest and best bid. "Lowest and best" means a bid or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties, and customer service after a sale.

**4)** The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

**5)** For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

**6)** Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

**7)** No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

**8)** Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

**9)** Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

**10)** County reserves the right to accept or reject any or all Bids.

**11)** Costs are to be net F.O.B., County Prepaid.

**12)** County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

**13)** Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

**14)** Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

**15)** **DELIVERY INSTRUCTIONS of goods and/or services:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

## 16) BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - *-RFB NO.: 2017-156-00-00-SMA – HIDALGO COUNTY -"PURCHASE OF CONCRETE MIX & DELIVERY SERVICES"* Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  e) Contract number must be indicated on all invoices

- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
2808 S. Business Hwy 281
Edinburg, TX 78539
(956) 318-2511

## 17) SCHEDULE OF EVENTS

| | |
|---|---|
| Bid Opening, 9:30 A.M. | **May 17 , 2017** |
| Award of Contract | _____, 2017 |
| Commence Work or Deliver Products | _____, 2017 |

## 18) BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT: (if applicable)

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. **All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76. Register at SAMs System for Award Management @ www.sam.gov.**

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

## 19) TITLE VI NOTICE/ NONDISCRIMATION

a) County of Hidalgo, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.252, 42 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

b) The appropriate clauses of Appendices "A" through "E" as delineated in the USDOT Standard Title VI/Nondiscrimination Assurances - Specific Assurances are hereby incorporated by reference as applicable. Title VI Appendices "A" through "E" are attached as **Exhibit "G.**

c) Bidder will attach all applicable notices to which it is obligated to provide or submit as part of the bid, including Form FHWA 1273 to be submitted by all contractors and subcontractors in relation to construction contracts.

## 20) ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

**NOTICE:**
ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

## 21) DISCLOSURE OF CONFLICT OF INTEREST

- Effective January 1, 2016, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit E, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that

require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

**Completed Form CIQ must be submitted to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539 - Hidalgo County Courthouse.**

**COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.**

**22)** CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)

As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFB packet. In accordance with these requirements, business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the RFB Project No. (2017-156), as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office via email to: sandra.montalvo@co.hidalgo.tx.us. Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit Form 1295 signed and notarized may result in delay of award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

**https://www.ethics.state.tx.us/tec/1295-Info.htm**

THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS FROM THE DATE THE HIDALGO COUNTY COMMISSIONER'S COURT APPROVES THIS AGREEMENT TO SUBMIT THE SIGNED NOTARIZED FORM 1295. *HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.*

**23)** If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the County.

**24)** Bids, and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

**25)** Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

**26)** Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

**27)** Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

**28)** County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

**29)** Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder’s indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

**30)** Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

**31)** This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

**32)** The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

# HIDALGO COUNTY

**(all funding sources)**

***"PURCHASE OF CONCRETE MIX & DELIVERY SERVICES"***

To: Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

# EXHIBIT "A"

**Specifications/Requirements**
**Hidalgo County**
**(All Funding Sources)**
***"Purchase of CONCRETE MIX DELIVERY"***
**Bid No: 2017-156-00-00-SMA**

Hidalgo County is requesting sealed bids for goods and services for ***"Purchase of Concrete Mix Delivery"*** on an "**As Needed and as requested basis"** in accordance with the specifications and/or requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation.

## SPECIFICATIONS AND/OR REQUIREMENTS:

It is intended that the amount of ***"Concrete Mix"*** will be purchased only on an "**As Needed and Requested Basis"**. It is agreed and understood that Hidalgo County will purchase no more material than is needed.

1) There is no guarantee on annual volume.

2) Bid price shall be per cubic yard basis with a minimum of 3 to 5 cubic yards as per the Project Supervisor's request.

3) Bidder will provide all labor, machinery and equipment, tools and materials required to render services.

4) Bidder must be in compliance with all State and Federal rules and regulations.

5) At Hidalgo County's request, testing by an independent laboratory may be performed any time during the length of the contract.

6) In the event the material furnished does not meet all County's requirements (regardless of weather, test's acceptability, method of repair or other conditions), the County reserves the option to require the material supplier to replace or to reimburse the County for unused portion of material found to be unsatisfactory.

7) **MATERIAL SPECIFICATIONS-** Shall be delivered in Vendor's truck to HIDALGO COUNTY job sites. Compressive strengths shall be as follows:

**a)** ***Concrete Mix***-
   a) 3,000 PSI (Slump 1-7)
   b) 4,000 PSI (Slump 1-7)

**b)** ***Concrete Mix & Fiber Mesh***
   a) 3,000 PSI (Slump 1-7)-with 1½ lb. Fiber Mesh per cubic yard.
   b) 4,000 PSI (Slump 1-7)-with 1½ lb. Fiber Mesh per cubic yard.

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## 8) LOCATIONS/DELIVERY INSTRUCTIONS:

Bidder shall conduct all deliveries during normal business hours of 8:00a.m.-5:00p.m. CST, Monday through Friday, excluding County Holidays. Vendor will make arrangements with the user department (as stated below) before scheduling service to insure County personnel will be available to sign the required manifest documents.

| DEPARTMENTS | ADDRESS/LOCATION | POC (point of contract) | PHONE # |
|---|---|---|---|
| Precinct No. 1 | Mile 11 N. & 1½ Miles W. from FM 1015 Sunrise Hill Park, Weslaco, TX. 78596 | Saul Garcia, Field Operations | (956)968-8733 |
| Precinct No. 2 | 4011 S. Veterans Blvd., San Juan, TX. 78589 | Armando Pompa Field Operations | (956)787-1891 |
| Precinct No. 3 | 7 Mile Line & Iowa Rd., Mission, TX. 78572 | Saul Ramirez Field Operations Director | (956)585-4509 |
| Precinct No. 4 | 1051 N. Doolittle, Edinburg, TX. 78542 | Roman Rodriguez | (956) 383-3112 |

## 9) TERMS & CONDITIONS:

a) The term of the bid contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the option to extend the contract additional one (1) year term under the same rates, terms and conditions.

b) Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract.

c) Hidalgo County reserves the right to hold the bids received for a period of ninety (90) days without taking action hereon.

d) Hidalgo County reserves the right to award the bid to one or multiple bidders; whichever is in the best interest of the County.

e) Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

f) Any contract awarded to a successful bidder will be in effect until:
(a) The contract expires,
(b) Delivery and acceptance of products and/or performance of service ordered,
(c) Terminated by County with thirty (30) days written notice prior to cancellation.

g) After bid is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with contractual agreement, Hidalgo County reserves the right to seek services from the next low bidder(s). In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s).

h) It is understood and agreed that in case Hidalgo County should need **"Concrete Mix"** and it is not available within the time frame needed from the successful Bidder during the term of this contract, Hidalgo County reserves the right to purchase these items from other sources other than the successful Bidder and shall not be in violation of any terms or conditions of said contract.

i) After Bid is awarded and successful awarded contractor(s) default(s) in meeting the general instructions to bidder(s) and/or compling with Bid agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, County shall charge the successful bidder the difference for any additonal cost to such item.

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j) Hidalgo County reserves the right to seek purchases for ***"Concrete Mix"*** from State awarded vendors or any other Cooperative Purchasing programs, whenever it is in the best interest of the County to do so.

k) Insurance requirements for this project to be maintained throughout the contract term (Refer to limits on the Exhibit "C" for limits); insurance certificate must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder.

l) The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and that subcontractor has obtained the required insurance.

m) Bidder(s) agree that to the extent an item(s) in unavailable for Bidder's own inventory, Bidder(s) will be responsible for locating an alternative supplier and for providing the product or service to Hidalgo County.

## ADDITIONAL INFORMATION:

**All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County**

Further information required for this project can be addressed to, Hidalgo County Purchasing Department at (956) 318-2626. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 S. Business Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**RFB QUESTIONS & ANSWERS:**

**All written inquiries will be accepted via e-mail to sandra.montalvo@co.hidalgo.tx.us. NO LATER THAN,Monday, June, 00, 2017 by 5:00 P.M. Responses will be sent to all applicants via e-mail on Wednesday, June 00, 2017 no later than 5:00 P.M.**

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**Zimbra** **rocio.villarreal@co.hidalgo.tx.us**

## RE: HIDALGO COUNTY-"PURCHASE OF CONCRETE MIX DELIVERY SERVICES" BID NO. 2017-156

**From :** Steve Crain <scrain@atlashall.com> Wed, May 17, 2017 02:15 PM

**Subject :** RE: HIDALGO COUNTY-"PURCHASE OF CONCRETE MIX DELIVERY SERVICES" BID NO. 2017-156 3 attachments

**To :** 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

The draft contract is OK.

---

**From:** Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
**Sent:** Wednesday, May 17, 2017 2:01 PM
**To:** Steve Crain <scrain@atlashall.com>
**Subject:** Fwd: HIDALGO COUNTY-"PURCHASE OF CONCRETE MIX DELIVERY SERVICES" BID NO. 2017-156

Mr. Crain:

Can you please review and approve as to form.

Thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

---

**From:** "Sandra Montalvo" <sandra.montalvo@co.hidalgo.tx.us>
**To:** "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
**Sent:** Tuesday, May 16, 2017 2:09:27 PM
**Subject:** HIDALGO COUNTY-"PURCHASE OF CONCRETE MIX DELIVERY SERVICES" BID NO. 2017-156

Rocio,

I have rec'd all the PCT'S approval of specs. Please provide me with a draft contract so I can place on the agenda for Commissioners Court to start the procurement process. (authority to advertise and approval of packet.)

---

**From:** "Erika Zamora" <erika.zamora@co.hidalgo.tx.us>
**To:** "Sandra Montalvo" <sandra.montalvo@co.hidalgo.tx.us>
**Cc:** "Armando Pompa" <armando.pompa@co.hidalgo.tx.us>, "Yolanda Cisneros" <yolanda.cisneros@co.hidalgo.tx.us>
**Sent:** Monday, May 15, 2017 10:44:37 AM
**Subject:** Re: HIDALGO COUNTY-"PURCHASE OF CONCRETE MIX DELIVERY SERVICES" BID NO. 2017-156

Sandy,

Attached please find approval of specifications for Concrete Mix Delivery Services.

Please make red-lined changes to page 2 of 5 of the specs packet.

Let me know if you have any questions.

Respectfully,


# Erika Zamora

Director of Management Operations
Hidalgo County Precinct #2
300 West Hall Acres, Suite G
Pharr, Tx 78589
(956) 787-1891 Ext. 2015 - Office
erika.zamora@co.hidalgo.tx.us


---

**From:** "Sandra Montalvo" <sandra.montalvo@co.hidalgo.tx.us>
**To:** "Amy Saenz-Smith" <amy.saenz-smith@co.hidalgo.tx.us>, "mari gutierrez" <mari.gutierrez@co.hidalgo.tx.us>, "Jorge Peña" <jorge.pena@co.hidalgo.tx.us>, "erika zamora" <erika.zamora@co.hidalgo.tx.us>, "Armando Pompa" <armando.pompa@co.hidalgo.tx.us>, "Armando Garza Jr."

<armando.garzajr@co.hidalgo.tx.us>, "Norma Ceballos" <norma.ceballos@co.hidalgo.tx.us>, "saul ramirez" <saul.ramirez@co.hidalgo.tx.us>, "Roman Rodriguez" <roman.rodriguez@co.hidalgo.tx.us>, "Veronica Lopez" <veronica.lopez@co.hidalgo.tx.us>
**Sent:** Wednesday, May 10, 2017 9:35:02 AM
**Subject:** HIDALGO COUNTY-"PURCHASE OF CONCRETE MIX DELIVERY SERVICES" BID NO. 2017-156

Good Morning,

Please carefully **review** the current Exhibit A-DRAFT SPECIFICATIONS/ Exhibit B-DRAFT BID PAGE (attached hereto) and either submit your modifications and/or approval or disapproval (Memorandum) by no later than FRIDAY MAY 26, 2017 or sooner since the current contract expires DECEMBER 08, 2017, and in order to proceed with the procurement process on a timely manner in connection with the above mention project.

Thank you for your prompt attention to this matter. If you any questions or concerns, feel free to call or email me.

**Respectfully,**

***Sandra Montalvo, Buyer II***
Hidalgo County Purchasing Department
2812 S. Bus. Hwy. 281
Edinburg, Tx 78539
Office-(956)318-2626 or 956-292-7000 ext. 4865
Fax-(956)318-2629 or (956)292-7612
Email: sandra.montalvo@co.hidalgo.tx.us

--

**Respectfully,**

***Sandra Montalvo, Buyer II***
Hidalgo County Purchasing Department
2812 S. Bus. Hwy. 281
Edinburg, Tx 78539

Office-(956)318-2626 or 956-292-7000 ext. 4865
Fax-(956)318-2629 or (956)292-7612
Email: sandra.montalvo@co.hidalgo.tx.us

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**image003.jpg**
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THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

**SERVICE CONTRACT**
**C-17-156-00-00**

THIS CONTRACT is made and entered into this __ Day of _____, **2017** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **VENDOR'S NAME**. ("Company").

WHEREAS, Company responded to advertised notices for bids for **"PURCHASE OF CONCRETE MIX AND DELIVERY SERVICES",** as more particularly described in Exhibit "A" (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This Contract does not extend to

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any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Commissioners' Court** or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one year effective **December 9, 2017** and ending on **December 8, 2018,** and may be extended at the sole discretion of County for an additional one (1) year period, under the same rates, terms, and conditions, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. Hidalgo County reserves the right to continue this bid for an additional sixty (60) Days Grace Period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the

DRAFT

required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

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11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
**Attn: County Judge**
**302 W. University Drive**
**Edinburg, Texas 78539**

If to Company: VENDOR'S NAME
ADDRESS

13. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated without cause by County with thirty day's written notice prior to cancellation.

15. The contract may be terminated without cause upon thirty (30) days written notice by County.

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16. This Contract shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Contract.

17. This Contract shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

18. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Contract, Buyer may terminate this Contract upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Contract. The parties intend this provision to be a continuing right to terminate this Contract at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

19. Entire Agreement. This Contract contains the entire contract between the parties hereto, and each party acknowledge that neither has made (either directly or through any agent or representative) any representation or Contract in connection with this Contract not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

20. Immunities. Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any soverign, official or qualified immunity available to County as to any claim or action of any person, entity, or

DRAFT

individual against County.

WITNESS our hands in duplicate originals this 1st day of November, 2016.

**COUNTY OF HIDALGO**

**ATTEST:**

By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

**COMPANY:**

By:_____

Printed Name:_____

Title:_____

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

By:_____
Stephen L. Crain

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# EXHIBIT "A"
# REQUEST FOR BIDS (RFB)
# PROCURMENT PACKET

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# EXHIBIT "B"
# VENDOR'S BID

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# EXHIBIT "C"
# INSURANCE REQUIREMENTS

**AI-59971** **Purchasing Department** **11. W.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted For:** Marty Salazar, PURCHASING DEPT.

**Submitted By:** Sandy Suarez, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## Information

**CAPTION**

Requesting authority to advertise and approval of procurement packet (i.e. specifications/ requirements, legal notice, draft requirement agreement, etc.) as attached hereto for: Hidalgo County Precinct 3-"Lease of Land W. of FM 886 Vicinity of Cuevitas-Los Ebanos or Sullivan City (Approx. 5 Acres)"- RFB No.: 2017-155-00-00-SGS, including the re-advertisement of project if/when applicable or required.

**BACKGROUND**

1. Current contract expires: Dec. 06, 2017. 2. New contract commences: Dec. 07, 2017. 3. Proposed schedule of events: 1st advertisement: June 17, 2017 2nd advertisement: June 24, 2017 Bid Opening: July 05, 2017

## Fiscal Impact

**CALENDAR YEAR:** 2017 **ACCT. #:** 7-1100-432-00-123-001-0-441

**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:** N

**BUDGETARY IMPACT:**

Funds will be available once the contract is approved by CC.

## Attachments

Memo of Approval
Draft Specifictions
Draft Legal Notice
Legal Approval
Draft agreement

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing - Internal | Marty Salazar | 06/02/2017 02:09 PM |
| Budget & Management | Veronica Ortiz | 06/02/2017 02:23 PM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |
| Form Started By: Sandy Suarez | | Started On: 05/23/2017 04:39 PM |
| Final Approval Date: 06/09/2017 | | |

**Hidalgo County Purchasing Department**
**2812 S. Business Highway 281**
**New Administration Building**
**Edinburg, Texas 78539**
**(956) 318-2626/ Fax: (956) 318-2629**

# MEMORANDUM

(Approval of Specifications)

**TO:** Joe Flores
Hidalgo Co. Commissioner Pct. 3

**ATTN:** Norma Ceballos Via email: norma.ceballos@co.hidalgo.tx.us

**FROM:** Sandy Suarez, Buyer II
Hidalgo County Purchasing Department

**DATE:** **May 9, 2017**

**RE:** **Approval of Specifications for: RFB No.: 2017-155 - Hidalgo County Pct. 3 - "Lease of Land West of FM 886 Vicinity of Cuevitas-Los Ebanos or Sullivan City (approx. 5 acres)"**

Please review the following **DRAFT SPECIFICATIONS** and indicate if they meet all your requirements by selecting **APPROVE, DISAPPROVE (or) APPROVED WITH MODIFICATIONS** and signing below. If your answer is **DISAPPROVE,** indicate reason. Please make any modifications necessary to the specifications and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4860.

| | |
|---|---|
| APPROVE ☑ | DISAPPROVE ☐ |
| APPROVED WITH MODIFICATIONS ☐ | |

FUNDS AVAILABILITY: ✓ YES / _____ NO/ _____ Other

(Specify)_____

**BUDGET ACCOUNT #:** 7-1100-432-00-123-0001-0-441

| | | | |
|---|---|---|---|
| Joe M. Flores | Joe M. Flores | Pct#3 | 5/11/17 |
| AUTHORIZED SIGNATURE | PRINT NAME | DEPARTMENT | DATE |

**SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 OR E-MAIL: sandy.suarez@co.hidalgo.tx.us BY NO LATER THAN Monday, MAY 18, 2017 @ 11:00 A.M.**

Enclosures

## PROJECT OVERVIEW:

The County of Hidalgo is seeking to lease a minimum of **5 Acres** of real property for the purpose of establishing a citizen's recovery (collection) station, but not limited to the following:

### REQUIREMENTS:

- Property must be located in the premises West of FM 886 in the vicinity of Cuevitas, Los Ebanos, Texas or Sullivan City, Texas.
- Lease must be on a five year basis
- Lease must be on a monthly payment basis.
- Must submit copy of property insurance if applicable;
- Must provide legal description of the property along with you packet.

### GENERAL TERMS AND CONDITIONS:

1. The term of the contract will be for five (5) years with County's option to renew for one (1) additional year under the same terms and conditions.

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term and a month to month tenancy thereafter, for unforeseen delay in award of new bid for next contract term.

3. Vendor must submit and maintain all proper insurances for the duration of contract term (refer to EXHIBIT C).

4. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

5. Hidalgo County reserves the right to add or delete acreage during the term of the contract.

6. Hidalgo County at its sole discretion may terminate agreement lease prior to the expiration of the initial five-year term or any subsequence renewal by issuing a ninety (90) day written notice of cancellation.

7. All cost and expenses associated with the preparation and submission of all request for (bids, proposals, statements of qualifications (RFQ) and quotes), shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.

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**Additional Information:**

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent**, AT 2802 SOUTH BUSINESS HWY 281, EDINBURG, TEXAS 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA EMAIL TO sandy.suarez@co.hidalgo.tx.us, AND/OR VIA FACSIMILE NO LATER THAN, WEDNESDAY, MONTH 00, 2017 AT 5:00 P.M. AT (956) 318-2629. RESPONSES TO SAID INQUIRIES WILL BE SENT TO ALL APPLICANTS VIA EMAIL BY NO LATER THAN 5:00 P.M. FRIDAY, MONTH 00, 2017.**

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# REQUEST FOR BIDS

## HIDALGO COUNTY PRECINCT NO. 3
## "LEASE OF LAND WEST OF FM 886 VICINTY OF CUEVITAS-LOS EBANOS OR SULLIVAN CITY (APPROX 5 ACRES)

## BID OPENING DATE

**MONTH 00, 2017**

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Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 - Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
956 318-2626

1. Sealed bids will be received for **"HIDALGO COUNTY PRECINCT NO. 3 -"LEASE OF LAND WEST OF FM 886 VICINITY OF CUEVITAS-LOS EBANOS OR SULLIVAN CITY (APPROX 5 ACRES)"** in accordance with the specifications attached as **Exhibit "A"** hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **One (1) original and Three (3) copies** of all bids are required with the bidders name and return address clearly typed and or/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID NO.:2017-155-00-00-SGS"-HIDALGO COUNTY"** and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, Administration Building, Edinburg, Texas, **on or before 9:30 A.M, WEDNESDAY, MONTH 00, 2017. NO FACSIMILES, EMAILS OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO RFB NO.: 2017-155-00-00-SGS-"HIDALGO COUNTY-"LEASE OF LAND WEST OF FM 886 VICINTIY OF CUEVITAS-LOS EBANOS OR SULLIVAN CITY (APPROX 5 ACRES)"** Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bids considered the best and most advantageous to Hidalgo County.

   Additionally, all forms listed below must be properly executed and included with your bid:

   1. Legal Notice (See page 8);
   2. Bid Page – Procurement Form – Areas of Specialization (See **Exhibit "B"**);
   3. Insurance pages with Acknowledgment Forms (See **Exhibit "C"**);
   4. Form CIQ-Conflict of Interest Questionnaire (See **Exhibit "D"**);
   5. Vendor Bidder Application & W-9 forms (See **Exhibit "E"**);
   6. Certification Regarding Debarment (See **Exhibit "F"**); and
   7. SAMS.gov Registration Acknowledgement (See Number 18 below).

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so; D. award the contract to the responsible bidder who submits the lowest and best bid. "Lowest and best" means a bid or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, and life cycle, warranties, and customer service after a sale.

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

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5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all Bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder

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b) Name and address of receiving department or official
c) Purchase Order Number (if any)

d) Notation - **"HIDALGO COUNTY -"LEASE OF LAND WEST OF FM 886 VICINITY OF CUEVITAS-LOS EVANOS OR SULLIVAN CITY (APPROX 5 ACRES)"**
Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
e) Contract number must be indicated on all invoices

. Discount payments will be considered when offered.
. Contact person for Billing and Payment questions:

Norma Ceballos
**Hidalgo County Precinct #3**
724 N. Breyfogle
Mission, TX 78574
Phone :( 956) 585-4509
Fax :( 956) 205-7009

17. SCHEDULE OF EVENTS

| | |
|---|---|
| Bid Opening, 9:30 A.M. | Month 00, 2017 |
| Award of Contract | _____, 2017 |
| Commence Work or Deliver Products | _____, 2017 |

18. BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76. Register at SAMs System for Award Management @ www.sam.gov.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications

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19. TITLE VI NOTICE/ NONDISCRIMATION

a. "The County of Hidalgo, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.252, 42 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all Bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

b. The appropriate clauses of Appendices "A" through "E" as delineated in the USDOT Standard Title VI/Nondiscrimination Assurances - Specific Assurances are hereby incorporated by reference as applicable. Title VI Appendices "A" through "E" are attached as **Exhibit "G.**

c. Bidder will attach all applicable notices to which it is obligated to provide or submit as part of the bid, including Form FHWA 1273 to be submitted by all contractors and subcontractors in relation to construction contracts.

20. ETHICAL STANDARDS:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

NOTICE:
ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

21. DISCLOSURE OF CONFLICT OF INTEREST

. Effective January 1, 2016, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached

as Exhibit E, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

**Completed Form CIQ must be submitted to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539 - Hidalgo County Courthouse.**

**COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.**

22. CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)

As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFB packet. In accordance with these requirements, business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the RFB Project No. (2017-155), as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to: sandy.suarez@co.hidalgo.tx.us. Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit Form 1295 signed and notarized may result in delay of award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

**https://www.ethics.state.tx.us/tec/1295-Info.htm**

THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS FROM THE DATE THE HIDALGO COUNTY COMMISSIONER'S COURT APPROVES THIS AGREEMENT TO SUBMIT THE SIGNED NOTARIZED FORM 1295. *HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.*

23. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the County.

24. Bids, and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

25. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

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26. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

27. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

28. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the specifications.

29. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

30. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

31. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

32. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

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Bid
For
**HIDALGO COUNTY**
**"LEASE OF LAND WEST OF FM 886 VICINITY OF CUEVITAS-LOS EBANOS OR SULLIVAN CITY (APPROX 5 ACRES)"**
**BID NO.: 2017-132-05-31-SGS**

To: Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281 - Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

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**Zimbra** **rocio.villarreal@co.hidalgo.tx.us**

## RE: RFB NO.: 2017-155 -Hidalgo County Pct 3- "Lease of Land West of FM 886 Vicinity of Cuevitas-Los Ebanos or Sullivan City (approx 5 acres)" Request for Draft

**From :** Steve Crain <scrain@atlashall.com> Wed, May 31, 2017 04:02 PM

**Subject :** RE: RFB NO.: 2017-155 -Hidalgo County Pct 3- "Lease of Land West of FM 886 Vicinity of Cuevitas-Los Ebanos or Sullivan City (approx 5 acres)" Request for Draft

**To :** 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

The draft is OK.

---

**From:** Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
**Sent:** Wednesday, May 31, 2017 3:08 PM
**To:** Steve Crain <scrain@atlashall.com>
**Subject:** Re: RFB NO.: 2017-155 -Hidalgo County Pct 3- "Lease of Land West of FM 886 Vicinity of Cuevitas-Los Ebanos or Sullivan City (approx 5 acres)" Request for Draft

Mr. Crain:

Attached is the revised draft lease contract. I have reviewed Bid Page and it does contain request of legal description. Please review and approve as to form.

Thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

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**From:** "Steve Crain" <scrain@atlashall.com>
**To:** "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
**Sent:** Wednesday, May 31, 2017 12:02:13 PM

**Subject:** RE: RFB NO.: 2017-155 -Hidalgo County Pct 3- "Lease of Land West of FM 886 Vicinity of Cuevitas-Los Ebanos or Sullivan City (approx 5 acres)" Request for Draft

In 1.4 please delete "either party" and insert in lieu thereof the word "Lessee". Please insert the entire agreement clause and make sure the Bid page requests the bidder to include the legal description of the property on the Bid page.

---

**From:** Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
**Sent:** Wednesday, May 31, 2017 10:57 AM
**To:** Steve Crain <scrain@atlashall.com>
**Subject:** Fwd: RFB NO.: 2017-155 -Hidalgo County Pct 3- "Lease of Land West of FM 886 Vicinity of Cuevitas-Los Ebanos or Sullivan City (approx 5 acres)" Request for Draft

Mr. Crain:

Please review and approve as to form.

Thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

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**From:** "Sandy Suarez" <sandy.suarez@co.hidalgo.tx.us>
**To:** "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>
**Cc:** "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
**Sent:** Monday, May 15, 2017 1:18:51 PM
**Subject:** Re: RFB NO.: 2017-155 -Hidalgo County Pct 3- "Lease of Land West of FM 886 Vicinity of Cuevitas-Los Ebanos or Sullivan City (approx 5 acres)" Request for Draft

Thank you Ms. Letty, sorry about than!
Rocio,
Please see email, below. regarding a Draft agreement for the above referenced project.

Thank you.

**From:** "Sandy Suarez" <sandy.suarez@co.hidalgo.tx.us>
**To:** "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>
**Sent:** Monday, May 15, 2017 11:28:30 AM
**Subject:** RFB NO.: 2017-155 -Hidalgo County Pct 3- "Lease of Land West of FM 886 Vicinity of Cuevitas-Los Ebanos or Sullivan City (approx 5 acres)" Request for Draft

Good Morning Ms. Letty,

Please see the attached Memo of Approval & Specs.
I would like to request the Draft agreement for the above referenced project.

Thank you.

--
Respectfully,

Sandy Suarez, Buyer II
Hidalgo County Purchasing Department
2802 S. Bus Hwy 281
Edinburg, TX. 78539
(956)318-2626 ext 4860
sandy.suarez@co.hidalgo.tx.us

**THE STATE OF TEXAS §**
**§**
**COUNTY OF HIDALGO §**

**LEASE**
**C-17-155-00-00**

THIS LEASE is made and entered into by and between_____**,** a resident of Hidalgo County, Texas, referred to in this Lease as Lessor, and **THE COUNTY OF HIDALGO**, referred to in this Lease as Lessee.

In consideration of the mutual covenants and agreements set forth in this Lease and in accordance with specification on the Request for Bid (RFB), a copy of such as Request for Bid (RFB) Procurement Packet attached hereto as Exhibits "A" (the "RFB"), and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor, that certain real property described on Exhibit "B", (Bid Page), attached hereto.

## ARTICLE 1. TERM

### Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall be for five (5) years commencing on December 7, 2017 ("Commencement Date") and ending on December 6, 2022 ("Termination Date") unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.2, hereof. If the Premises are sold to an unrelated third party (not affiliated by common ownership with Lessor) at a time when more than one (1) year remains on the unexpired portion of the term of this Lease, then the unexpired portion of this Lease may, at Lessee's option, be shortened to one (1) year from the date of such sale.

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**Renewal or Termination**

1.2. Lessee shall have the right and option to renew and extend the term of this Lease for an additional one (1) year period. If Lessee desires to renew and extend the term of this Lease for such renewal period, Lessee must give Lessor written notice of such renewal at least thirty (30) days prior to the termination of the initial lease term. Any renewal or extension of this Lease shall be on the same terms and conditions as provided herein. This Lease shall terminate and become null and void without further notice on the expiration of the term specified in Article 1.1, unless sooner terminated or renewed and extended in accordance with this Article 1.2; and any holding over by Lessee after the expiration of that term shall not constitute a renewal of the Lease or give Lessee any rights under the Lease in or to the Leased Premises.

**Holdover**

1.2 If Lessee holds over and continues in possession of the Leased Premises after expiration of the term of this Lease, Lessee will be deemed to be occupying the Premises on the basis of a month to month tenancy, subject to all of the terms and conditions of this Lease. The inclusion of this Article 1.2 shall not be construed as Lessor's consent for Lessee to hold over.

**Termination**

1.3 Lessee may declare this Lease, and all rights and interest created by it, to be terminated upon giving the Lessor thirty (30) days written notice without cause. Upon a Lessee's electing to terminate, this Lease shall cease and come to an end as if the day of the termination party's election were the day originally fixed in the Lease for its expiration.

1.4 This Agreement may be terminated by Lessee without cause upon thirty (30) days written notice.

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**Lessor's Warranty of Quiet Enjoyment**

1.5 Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or molestation of Lessor or any person claiming under Lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

## ARTICLE 2. RENT

**Base Rent**

2.1 Lessee agrees to pay to Lessor, during the term hereof, _____. In the event the Commencement Date is a day other than the first day of the month, the rent for the period from the commencement date to the last day of the month shall be prorated by dividing the monthly rental by thirty days, and multiplying the result by the number of days remaining in the month that includes the Commencement Date.

**Time and Manner of Payment**

2.2 All rent due under this article shall be paid by Lessee on a monthly basis and in advance, on the 1st business day of each month commencing on the Commencement Date. All installments of rent shall be paid in lawful money of the United States to the Lessor at _____ or other such other location or locations as Lessor shall from time to time designate by written notice to Lessee. Any rent due for any partial month at the beginning or the end of the term hereof shall be prorated on the basis of a thirty day month.

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**Taxes**

2.3 Lessor is responsible for rendering and paying all real estate taxes on the Property. Lessee shall be responsible for taxes, if any, on lessee's personal property located on the Premises.

## ARTICLE 3. USE OF PREMISES

**Permitted Use**

3.1 Lessee may use the premises for office space and for any other lawful purpose.

**Waste, Nuisance, or Illegal Use**

3.2 Lessee shall not use, or permit the use of, the Premises in any manner that results in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the premises or for any illegal purpose.

## ARTICLE 4.

## INTENTIONALLY OMITTED

## ARTICLE 5.

## INTENTIONALLY OMITTED

## ARTICLE 6. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

**Consent of Lessor**

6.1 Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

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**Property of Lessor**

6.2 All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessor may, however, require that Lessee remove any or all alterations, additions, and improvements installed or made by Lessee, and any other property placed on the Premises by Lessee, upon termination of the Lease. In the event that Lessor requires Lessee to remove such alterations, additions, or improvements, Lessee shall repair any damage to the Premises caused by such removal.

## ARTICLE 7. SIGNS

**Signs**

7.1 Subject to the written approval of Lessor, and further subject to applicable laws, ordinances and regulations, Lessee shall have the right to install a sign on the Leased Premises. Lessee must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs.

## ARTICLE 8. MECHANIC'S LIEN

8.1 Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, and if such lien is claimed as a result of the acts of Lessee, will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor Lessee, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the Lessor to remove a mechanic's lien caused to be filed against the Premises or improvements on the Premises by Lessee, including expenses and interest, shall be due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of notice, together with interest at ten percent (10%) per annum until repaid.

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## ARTICLE 9. INSURANCE AND INDEMNITY

### Property Insurance

9.1 Lessor shall, at its own expense, during the term of this Lease, keep all buildings and improvements on the Leased Premises insured against loss or damage by fire with extended coverage to include direct loss by windstorm, hail, explosion, riot, or riot attending a strike, civil commotion, aircraft, vehicles, and smoke, in the aggregate amounts of not less than the full fair insurable value of the buildings and improvements. The insurance is to be carried by one or more insurance companies licensed to do business in Texas and approved by Lessee. The policies shall provide that any proceeds for loss or damage to buildings or to improvements shall be payable solely to Lessor, which sum Lessor shall use for repair and restoration purposes as provided herein. Lessee shall maintain all insurance on Lessee's personal property located within the Leased Premises and Lessee covenants and agrees that Lessor shall have no responsibility for damage or destruction of Lessee's personal property located within the Leased Premises.

### General Liability Insurance

9.2 **Lessor**. Lessor, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance with limits of at least Five Hundred Thousand Dollar ($500,000.00), naming Lessee as additional insured. Prior to occupancy of the Premises, Lessor shall provide Lessee with evidence of such insurance satisfying the insurance requirements stated in the RFV, such evidence of insurance is attached hereto as “Exhibit C.”

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**Remedy for Failure to Provide Insurance**

9.3 Lessor shall furnish Lessee with the original of all insurance policies required by this Article. If Lessor does not provide such policies or proof of such insurance within ten (10) days of the execution of this Lease, or if Lessor allows any insurance required under this Article to lapse after receipt of notice of cancellation or of non-renewal, or if Lessor fails to deliver proof of insurance showing coverages to Lessee prior to the effective date of such insurance and the original insurance policy within thirty (30) days thereafter, such failure shall be a default of Lessor under this Lease; or Lessee may, but shall not be required, to take out such insurance and pay the premiums on the necessary insurance to comply with Lessor's obligations under the provisions of this Article. Lessor agrees to reimburse Lessee all amounts spent by Lessor to procure and maintain such insurance within fifteen (15) days after demand from Lessor. Failure to pay such amount when due shall be a default of Lessee under this Lease.

## ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES

**Notice to Lessor**

10.1 If the Leased Premises, or any structures or improvements on the Leased Premises, should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

10.2 If the building on the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if they should be so damaged that rebuilding or repairs occurrence of the damage, this Lease, at the option of the Lessee, shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said occurrence.

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10.3 If the Leased Premises should be damaged by fire, tornado, or other casualty, but not to such an extent that rebuilding or repairs can reasonably be completed with thirty (3) working days from the date of the occurrence of the damage, this Lease shall not terminate, but Lessor shall, if the casualty has occurred prior to the final twelve (12) months of the lease term, at Lessor's sole cost and risk proceed forthwith to rebuild or repair the Leased Premises to substantially the condition in which they existed prior to such damage. If the casualty occurs during the final twelve (12) months of the lease ter, Lessor shall not be required to rebuild or repair such damage. If the Leased Premises are to be rebuilt or repaired and are untenantable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenantable shall be adjusted equitably. In the working days from the date of the occurrence of the damage, Lessee may at its option terminate this Lease by written notification as such time to Lessor, whereon all rights and obligations hereunder shall cease.

## ARTICLE 11. CONDEMNATION

### Total Condemnation

11.1 If during the term of this Lease all of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the Lease shall terminate, and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the premises by the condemning authority.

### Partial Condemnation

11.2 If less than all, but more than ten percent (10%) of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of

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eminent domain, or should be sold to the condemning authority under threat of condemnation, Lessee may terminate the Lease by giving written notice to Lessor within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation.

If the Leased Premises are partially condemned and Lessee fails to exercise the option to terminate the Lease under this section, or if less than ten percent (10%) of the Leased Premises are condemned, this Lease shall not terminate, but Lessor may, at its sole expense, restore and reconstruct the building and other improvements situated on the Leased Premises to make them reasonably tenantable and suitable for the uses for which the Premises are Leased. The rent payable under Sections 2.1 of this Lease shall be decreased equitably during the period of such restoration or reconstruction.

**Condemnation Award**

11.3 Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

## ARTICLE 12. DEFAULT

**Default by Lessee**

12.1 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of fifteen (15) days after written notice from Lessor, Lessor may at its option, without notice to Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take possession of the Premises and remove all persons and property without being deemed guilty of any manner of

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trespass and relent the Premises, or any part of the Premises, for all or any part of the remainder of the Lease term, to a party satisfactory to Lessor and at such monthly rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relent after reasonable efforts to do so, or should such monthly rental be less than the rental Lessee was obligated to pay under this Lease, or any renewal of this Lease, plus the expense of relenting, then Lessee shall pay the amount of such deficiency plus reasonable attorney's fees to Lessor.

**Cumulative Remedies**

12.2 All rights and remedies of Lessor and Lessee under this Article shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Lease. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

**Waiver of Breach**

12.3 A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

## ARTICLE 13.

## ASSIGNMENT AND SUBLETTING

**Assignment and Subletting by Lessee**

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13.1 Lessee may not sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, without the written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, other than as specified herein, without the written consent of Lessor, Lessor may, at its option, declare this Lease terminated and Lessee and Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights under this Lease, the assignee or sublessee, must assume all of Lessee's obligations under this Lease, and Lessee shall remain liable for every obligation under the Lease. Lessor's consent under this section will not be arbitrarily or unreasonably withheld.

**Assignment by Lessor**

13.2 Lessor may assign or transfer any or all of its interests under the terms of this Lease.

**ARTICLE 14. MISCELLANEOUS**

**Notices and Addresses**

14.1 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

Lessor:

Lessee:
County of Hidalgo
Attn: County Judge
1615 S. Closner, Suite J
Edinburg, Texas 78539

Either party may change the address to which notices are to be sent it by giving the other party notice of the new address in the manner provided in this section.

**Parties Bound**

14.2 This agreement shall be binding upon, and inure to the benefit of, the parties to the

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Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this agreement.

**Texas Law to Apply**

14.3 This agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

**Legal Construction**

14.4 In case any one or more of the provisions contained in this agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the agreement.

**Prior Agreements Superseded**

14.5 This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

**Amendment**

14.6 No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

**Rights and Remedies Cumulative**

14.7 The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights

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the parties may have by law, statute, ordinance or otherwise.

**Attorneys' Fees and Costs**

14.8 If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorneys' fees and costs incurred to enforce the Lease.

**Force Majeure**

14.9 Neither Lessor nor Lessee shall be required to perform any term, conditions, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

**Real Estate Commission and Finder's Fees**

14.10 Neither Lessor nor Lessee has entered into any real estate commission or finder's fee agreements with any broker, agent or finder in respect of this transaction, and Lessor and Lessee each agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in connection with this Lease or the transactions contemplated hereby.

**Estoppel Information**

14.11 Lessee shall, at the request of Lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

**Time of Essence**

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14.12 Time is of the essence of this agreement.

**Commitment of Current Revenues Only.**

14.13 In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Lessee under this Agreement, Lessee may terminate this Agreement upon ninety (90) days written notice to Lessor. Lessee agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

**Entire Agreement**

14.14 This Lease contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by County and Lessor, and not otherwise.

**Immunities**

14.15 Nothing in this Lease is intended to and Lessee does not hereby waive, release or relinquish any right to assert any of the defenses Lessee enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to Lessee as to any claim or action of any person, entity, or individual against Lessee.

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THE UNDERSIGNED Lessor and Lessee execute this Lease Agreement on the day of _____, 2017.

**HIDALGO COUNTY** **LESSOR:**

_____ _____

Ramon Garcia, County Judge

**APPROVED AS TO FORM**: **ATTEST:**
Atlas & Hall, L.L.P.

By: _____ _____
Stephen L. Crain Arturo Guajardo Jr., County Clerk

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**AI-60100** **Purchasing Department** **11. X.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted For:** Valde Guerra, EXECUTIVE OFFICE

**Submitted By:** Monica Salinas, EXECUTIVE OFFICE

**Department:** EXECUTIVE OFFICE

## Information

**CAPTION**

Executive Office - New Courthouse Project:

Acceptance and approval of the following invoice in connection with drainage improvements @ SH 107 & Bus 281 with authority for County Treasurer to issue payment after review and processing procedures are completed by County Auditor:

| Vendor | Invoice Date | Invoice# | Amount | PO# |
|---|---|---|---|---|
| L&G Consulting Engineers, Inc. | 5/31/17 | 11326318 | $76,142.84 | 750481 |

**BACKGROUND**

Work Authorization No 1 - Contract #C-16-199-07-19
AI#55469 CC 7/19/16

## Fiscal Impact

**CALENDAR YEAR:** 2017 **ACCT. #:** 7-1350-419-40-125-035-0-710

**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:** N

**BUDGETARY IMPACT:**

PO #750481 for L & G Consulting Engineers, Inc.; funds available as of 6/5/17.

## Attachments

INVOICE

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing - Internal | Marty Salazar | 06/02/2017 02:46 PM |
| Budget & Management | Veronica Ortiz | 06/02/2017 02:48 PM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |
| Form Started By: Monica Salinas | | Started On: 06/02/2017 09:46 AM |
| Final Approval Date: 06/09/2017 | | |

L&G Engineering
Transportation Consultants

June 3, 2017

Hidalgo County Executive Office
Attn: Monica Salinas Badillo, Court Administrator
2818 S. Bus. Hwy 281
Edinburg, TX 78539

**RE: SH 107/Bus 281 Intersection & Drainage Improvements (Limits: At Courthouse Square & Outfall) PO#750481 - L&G Project#161501**

Dear Ms. Badillo:

We are submitting a monthly progress report in sufficient detail to support the progress of the work and in support of a request for payment. Attached for your approval is our invoice for services rendered for the month of May 2017.

- L & G's Invoice
- Exhibit C – Work Schedule

**Work Authorization #1**

| **FC 11002 ~ CATEGORY III TRAFFIC IMPACT ANALYSIS STUDY** | | **% Complete** |
|---|---|---|
| **UPDATED:** The draft complete TIA study has been completed and submitted to the County and the City of Edinburg for final review. | **L&G** | **95%** |
| **FC 11005 ~ DESIGN SCHEMATIC FOR TRAFFIC CIRCULATION AND OUTFALLS** | | |
| **UPDATED:** L&G has prepared the schematic for the outfall preferred alternative. However after meeting with TxDOT they requested we provide schematics for 3 other alternatives. We have finalized the additional schematics as well as the corresponding matrix and have submitted these schematics, matrix and recommendation to TxDOT for concurrence. | **L&G** | **70%** |
| **FC 11006 ~ OFFICE SURVEYS FOR SCHEMATIC (PRELIM. OWNERSHIP ID & PROP. RIGHTS)** | | |
| **NO UPDATE:** L&G has field verified multiple utilities along the project, uploaded the appraisal district database for property ownership and has continued to place the information on the preliminary schematic. L&G has coordinated with the City of Edinburg regarding their water, sewer and storm lines in the downtown area as well as any easement information they might have. | **L&G** | **70%** |
| **FC 11008 ~ UPDATE SCHEMATIC BASED ON COMMENTS AS PROVIDED BY TxDOT/FHWA** | | |
| **UPDATED:** TxDOT has commented they would like to see a couple of different options for the outfall location. We have developed schematics for 3 additional options along with the preferred option and have submitted these to TxDOT with our recommended preferred option. | **L&G** | **50%** |
| **FC 11020 ~ CATEGORY III IMPACT ANALYSIS STUDY / SUB** | | |
| **UPDATED:** ETSI has submitted the complete draft report for review and comment. The report has been submitted to the County as well as the City of Edinburg for their comments. | **ETSI** | **96.9%** |

| | | |
|---|---|---|
| **FC 12001 ~ EA REPORTS** | | |
| **NO UPDATE:** The project has been initiated with TxDOT. The scoping document/development tool and corresponding attachments have been prepared. | **L&G** | **10%** |
| **FC 12002 – PUBLIC INVOLVEMENT WITH STAKEHOLDERS AND 1 PUBLIC MEETING** | | |
| **NO UPDATE:** This task has not started. | **L&G** | **0%** |
| **FC 12003 ~ PUBLIC INVOLVEMENT WITH STAKEHOLDERS AND 1 PUBLIC MEETING** | | |
| **NO UPDATE:** This task has not started. | **L&G** | **0%** |
| **FC 12007 ~ ARCHEOLOGICAL AND HISTORICAL RESEARCH** | | |
| **NO UPDATE:** This task has not started. | **L&G** | **0%** |
| **FC 12008 ~ ENGINEERING TECHNICAL SUPPORT AT PBULIC MEETINGS WITH LAYOUTS, ETC.** | | |
| **NO UPDATE:** L&G continues to develop the required exhibits in preparation for the needed public meeting to be scheduled in the near future. We have provided TxDOT with a detailed plan of action and have received their approval via a letter received December 16, 2016. We will now set up a DCC meeting in order to facilitate the public meeting. | **L&G** | **30%** |
| **FC 12009 ~ ENGINEERING TECHNICAL SUPPORT AT PUBLIC HEARINGS WITH LAYOUTS, ETC.** | | |
| **NO UPDATE:** This task has not started. | **L&G** | **0%** |
| **FC 12070 ~ ARCHEOLOGICAL AND HIST RESEARCH / SUB** | | |
| **NO UPDATE:** This task has not started. | **AmaTerra** | **0%** |
| **FC 13007 ~ SUB-SURFACE UTILITY ENG. FOR RDWYS SURROUNDING COURTHOUSE** | | |
| **NO UPDATE:** L&G has coordinated with the surveyor and identified all of the utility lines for the needed SUE work based on the existing crossings that could potentially impact the proposed storm sewer system. | **L&G** | **10%** |
| **FC 13070 ~ SUB-SURFACE UTILITY ENG. FOR RDWYS SURROUNDING COURTHOUSE / SUB** | | |
| **NO UPDATE:** ROWSS has begun the preliminary utility research and preliminary utility mapping. They have provided a map identifying all of the existing utilities along the corridor and we will meet within the next week to discuss all of the SUE locations. | **ROWSS** | **10%** |
| **FC 15001 ~ FIELD SURVEY FOR DESIGN & EXIST ROW MAPPING** | | |
| **NO UPDATE:** L&G has coordinated with the surveyor and identified priority areas for the existing ROW Mapping and provided them with boundaries for their design survey work. L&G has reviewed their topo & basemap and provided comment. The next submittal should be the final dgn submittal. | **L&G** | **85.7%** |

| | | |
|---|---|---|
| **FC 15010 ~ FIELD SURVEY FOR DESIGN & EXIST ROW MAPPING / SUB** | | |
| **NO UPDATE:** ROWSS has finalized recovering the existing right of ways for SH 107 and the Courthouse square. The basemap dgn has been provided to us and has been reviewed by L&G. | **ROWSS** | **85.7%** |
| **FC 16101 ~ HYDROLOGICAL MAP** | | |
| **UPDATED:** L&G continues to develop the preliminary Hydrologic Map in preparation for an upcoming public meeting. We have provided TxDOT with a detailed plan of action and have received their approval via a letter received December 16, 2016. We have held a DCC meeting in order to discuss the outfall options. | **L&G** | **70%** |
| **FC 16302 ~ DEVELOP CONCEPTUAL TRAFFIC CONTROL PLAN OF SH 107 DRAINAGE STRUCTURES** | | |
| **UPDATED:** L&G continues to develop a conceptual TCP plan including Typical Sections, Layouts and Sequence of Construction for the possible construction along SH 107. This has been submitted to TxDOT along with the schematics for their review. Special note is being taken to make sure that a minimal impact to the travelling public is being made. | **L&G** | **70%** |
| **FC 16307 ~ PRELIMINARY COMPENSABLE UTILITY IDENTIFICATION OF SCHEMATIC** | | |
| **NO UPDATE:** L&G has identified the utilities present on the preliminary schematic from our database. We continue to verify their existence in the field and are coordinating with the individual utility companies for their property interest. We continue to research all of the utility lines within the Courthouse Square and will proceed accordingly based on the recommendations of TxDOT's correspondence. | **L&G** | **60%** |
| **FC 60001 ~ ROW ACQUISITION PROCESS OF BUSINESS 281 @ COURTHOUSE SQUARE CLOSURE** | | |
| ○ **ROW ACQUISTION**<br>• Project presence has been established at 900 S. Stewart Road in Mission, Texas 78572 @ L&G Engineering-Transportation Consulting Engineers Right of Way Office. The office is open during normal County and State work hours with available personnel to answer questions about the project.<br>• Project files have been created and are maintained in the office. Personnel are available on a daily basis for project meetings as determined by the County.<br>• We have received TxDOT's verification that there is no reversionary clause in the current ROW easement dedication and thus the current Bus 281 ROW would be treated as surplus property. We will begin to facilitate the surplus property process accordingly.<br>○ **Title Service**<br>• This task has not started yet.<br>○ **Appraisal Service**<br>• This task has not started yet. We have set up a kickoff meeting with the appraiser to get him started. | **L&G** | **20%** |

| | | |
|---|---|---|
| ○ **Appraisal Review**<br>• This task has not started yet.<br>○ **Parcel Negotiations**<br>• This task has not started yet.<br>○ **Closing Services**<br>• This task has not started yet. | | |
| **FC 60101 ~ COMPENSABLE UTILITY COORDINATION FOR BUSINESS 281 @ COURTHOUSE SQUARE** | | |
| **NO UPDATE:** L&G continues to research the existing deeds and ROW easement documents along Business 281 within the courthouse square and has coordinated correspondence to TxDOT for their concurrence with our plan of action for the adjustment of the utilities along the proposed abandoned ROW. We have received their determination via a letter received December 16, 2016 wherein TxDOT stated that all utilities within the existing Bus 281 ROW would need to relocate their lines at their expense or reach an agreement with the new owner of record to remain in place. We will now proceed accordingly. | **L&G** | **30%** |

Should you have any questions or require additional information, please do not hesitate to give me a call at (956) 585-1909.

Sincerely,

Robert Macheska, P.E., CFM
Project Manager

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

**INVOICE #:** 11326318
**INVOICE DATE:** 05/31/17

**BILL TO:** 100
Hidalgo County Executive Offic
2818 S. Bus. Hwy 281
Edinburg, TX 78539

**JOB:** 161501
SH 107/Bus 281 Intersection & Drainage Improv. (@ Courthouse Square & Outfall) PO#750481

Engineering services for the month of May 2017.

| DESCRIPTION | CONTRACT | PREVIOUS APPLICATIONS | CURRENT COMPLETED | TOTAL COMPLETED | % COMPL | BALANCE TO FINISH |
|---|---|---|---|---|---|---|
| 11002-Traffic Evalu | 30,000.00 | 24,000.00 | 4,500.00 | 28,500.00 | 95.0 | 1,500.00 |
| 11005-Schem Developm | 320,000.00 | 192,000.00 | 32,000.00 | 224,000.00 | 70.0 | 96,000.00 |
| 11006-Prel. ROW Requ | 31,500.00 | 22,050.00 | | 22,050.00 | 70.0 | 9,450.00 |
| 11008-Schm Rdwy TxDO | 31,500.00 | 11,025.00 | 4,725.00 | 15,750.00 | 50.0 | 15,750.00 |
| 11020-Trafic Eval/SU | 130,613.38 | 106,391.40 | 20,217.84 | 126,609.24 | 96.9 | 4,004.14 |
| 12001-EA Reports | 110,822.80 | 11,082.28 | | 11,082.28 | 10.0 | 99,740.52 |
| 12002-Pub Invmt (PM) | 38,759.68 | | | | 0.0 | 38,759.68 |
| 12003-Pub Invmt (PH) | 38,986.08 | | | | 0.0 | 38,986.08 |
| 12007-Arch & Hist | 8,042.86 | | | | 0.0 | 8,042.86 |
| 12008-Eng/Pub Mtgs | 42,000.00 | 12,600.00 | | 12,600.00 | 30.0 | 29,400.00 |
| 12009-Eng/Pub Hearin | 26,250.00 | | | | 0.0 | 26,250.00 |
| 12070-Arch & Hist/SU | 17,537.20 | | | | 0.0 | 17,537.20 |
| 13007-Sub-Surface Ut | 25,000.00 | 2,500.00 | | 2,500.00 | 10.0 | 22,500.00 |
| 13070-Sub-Surface Ut | 75,000.00 | 7,500.00 | | 7,500.00 | 10.0 | 67,500.00 |
| 15001-Field Survey | 50,479.00 | 43,260.50 | | 43,260.50 | 85.7 | 7,218.50 |
| 15010-Field Srvy/Sub | 167,521.00 | 143,528.00 | | 143,528.00 | 85.7 | 23,993.00 |
| 16101-Hydro Map | 75,000.00 | 45,000.00 | 7,500.00 | 52,500.00 | 70.0 | 22,500.00 |
| 16302-Traf Cntrl Pln | 72,000.00 | 43,200.00 | 7,200.00 | 50,400.00 | 70.0 | 21,600.00 |
| 16307- Prel Comp Uti | 63,000.00 | 37,800.00 | | 37,800.00 | 60.0 | 25,200.00 |
| 60001-ROW Req Admin | 216,000.00 | 43,200.00 | | 43,200.00 | 20.0 | 172,800.00 |
| 60101-Compens Utilit | 113,400.00 | 34,020.00 | | 34,020.00 | 30.0 | 79,380.00 |
| TOTALS: | 1,683,412.00 | 779,157.18 | 76,142.84 | 855,300.02 | 50.8 | 828,111.98 |

INVOICE RECEIVED BY: Becky D. on 6/1/17
GOODS / SRVS RECIEVED BY: Monica on May 2017

PROJECT MANAGER'S SIGNATURE

PO 750481

| | | |
|---|---|---|
| ORIGINAL CONTRACT SUM | $ | 1,683,412.00 |
| CHANGE BY CHANGE ORDER | $ | 0.00 |
| CONTRACT SUM TO DATE | $ | 1,683,412.00 |
| TOTAL COMPLETED TO DATE | $ | 855,300.02 |
| LESS PREVIOUS INVOICES | $ | 779,157.18 |
| CURRENT PAYMENT DUE | $ | 76,142.84 |

7-1350-419-40-125-035-0-710

*ERGONOMIC TRANSPORTATION SOLUTIONS, INC.*
*5300 Hollister Rd., Suite 220*
*Houston, Texas 77040*
*Tel. (713) 956-9601*
*Fax: (713) 956-9667*

May 31, 2017

Mr. Jacinto Garza, P.E.,
President
L & G Engineering
2100 W. Expressway 83
Mercedes, Texas 78570

Reference: Invoice no. 2016-15-5 - Category III Traffic Impact Analysis
For the Hidalgo County Courthouse; in Edinburg, Texas

Dear Jacinto:

Attached for your handling is invoice no. 2016-15-5, for services provided in conjunction with the above referenced project. It reflects our effort for the months of April and May 2017.

Also, attached is a progress report for the project.

Please let me know if you need additional information. Thank you for giving us the opportunity to assist you with this project.

Sincerely,



Harry C. Simeonidis, P.E.

Attachments

*ERGONOMIC TRANSPORTATION SOLUTIONS, INC.*

*5300 Hollister, Suite 220*
*Houston, Texas 77040*
*Tel. (713) 956-9601*
*Fax (713) 956-9667*
TAX ID: 76-0583436

# INVOICE

INVOICE NUMBER: 2016-15-5
INVOICE DATE: 05/31/2017
FOR SERVICES PROVIDED THROUGH: 5/31/2017

**TO:**
Mr. Jacinto Garza,P.E.
President
L & G Engineering
2100 W. Expressway 83
Mercedes, Texas 78570

PROJECT NAME:
CATEGORY III TRAFFIC IMPACT ANALYSIS
HIDALGO COUNTY COURT HOUSE
EDINBURG, TEXAS

| TASK NO. | DESCRIPTION OF SERVICES PROVIDED | % COMPLETE | TOTAL FEE | AMOUNT DUE |
|---|---|---|---|---|
| I | Data collection & Field Investigation | 100.00 | $12,182.88 | $12,182.88 |
| II | Existing and Background Traffic Patterns | 100.00 | 16,443.96 | $16,443.96 |
| III | Site Specific Generated traffic | 100.00 | $8,799.64 | $8,799.64 |
| IV | Total Traffic Conditions Scenario for Year 2026 | 100.00 | 9,026.52 | $9,026.52 |
| V | Total Traffic Conditions Scenario for Years 2036 and 2046 | 100.00 | $8,799.74 | $8,799.74 |
| VI | Traffic Impact during Courthouse Construction | 100.00 | $5,995.88 | $5,995.88 |
| VII | Internal Circulation | 100.00 | $9,575.56 | $9,575.56 |
| VIII | Implementation Plan | 100.00 | $6,064.88 | $6,064.88 |
| IX | Project Coordination | 90.00 | $12,318.92 | $11,087.03 |
| X | Traffic Impact Analysis Report | 90.00 | $16,472.40 | $14,825.16 |
| | EXPENSES | | | |
| | Travel | 50.00 | $2,250.00 | $1,125.00 |
| | Traffic Counts | 100.00 | $22,683.00 | $22,683.00 |
| | Total | 96.93% | $130,613.38 | $126,609.24 |
| | Amount Invoiced Previously | | | $106,391.40 |
| | | | Total Due this Invoice | $20,217.84 |

**PLEASE MAKE CHECKS PAYABLE TO:**
Ergonomic Transportation Solutions, Inc.
Attn: Harry Simeonidis
P.O. Box 926333
Houston, TX 77292-6333

***THANK YOU FOR GIVING US THE OPPORTUNITY TO SERVE YOU***

CATEGORY III TRAFFIC IMPACT ANALYSIS
CAUSED BY THE PROPOSED HIDALGO COUNTY COURT HOUSE AND
THE CITY OF EDINBURG'S DOWNTOWN MASTER PLAN
IN EDINBURG, TEXAS
PROGRESS REPORT AS OF MAY 31, 2017

ETSI's work progress this period can be summarized as follows:

**TASK I – Data collection & Field Investigation** (100% Complete)

- Completed all required traffic counts
- Completed Field Investigations
- Compiled and Assessed Field and Traffic Data

**TASK II – Existing and Background Traffic Patterns** (100% Complete)

- Balanced existing traffic counts
- Developed traffic model for existing roadway network
- Conducted traffic analysis for existing traffic conditions
- Prepared exhibits with traffic volumes and analysis results

**TASK III – Site Specific Generated traffic (New Courthouse Generated Traffic Conditions Scenario)** (100% Complete)

- Developed baseline land use database
- Developed future land use database
- Developed trip generation rates for court house
- Developed future land use trip generations rates

**TASK IV – Total Traffic Conditions Scenario for Year 2026** (100% Complete)

- Developed baseline total traffic conditions
- Developed year 2026 total traffic conditions

**TASK V – Total Traffic Conditions Scenario for Years 2036 and 2046** (100% Complete)

- Developed year 2036 and 2046 total traffic conditions

**TASK VI – Traffic Impact during Courthouse Construction** (100% Complete)

- Developed Traffic Impacts during construction

**TASK VII – Internal Circulation** (100% Complete)

- Developed Schematic for the Courthouse square, addressing Internal circulation of vehicles, bicycles pedestrians and parking facilities.

**TASK VIII – Implementation Plan** (100% Complete)

- Work in progress

**TASK IX – Project Coordination** (90% Complete)

- Continue coordination with L&G

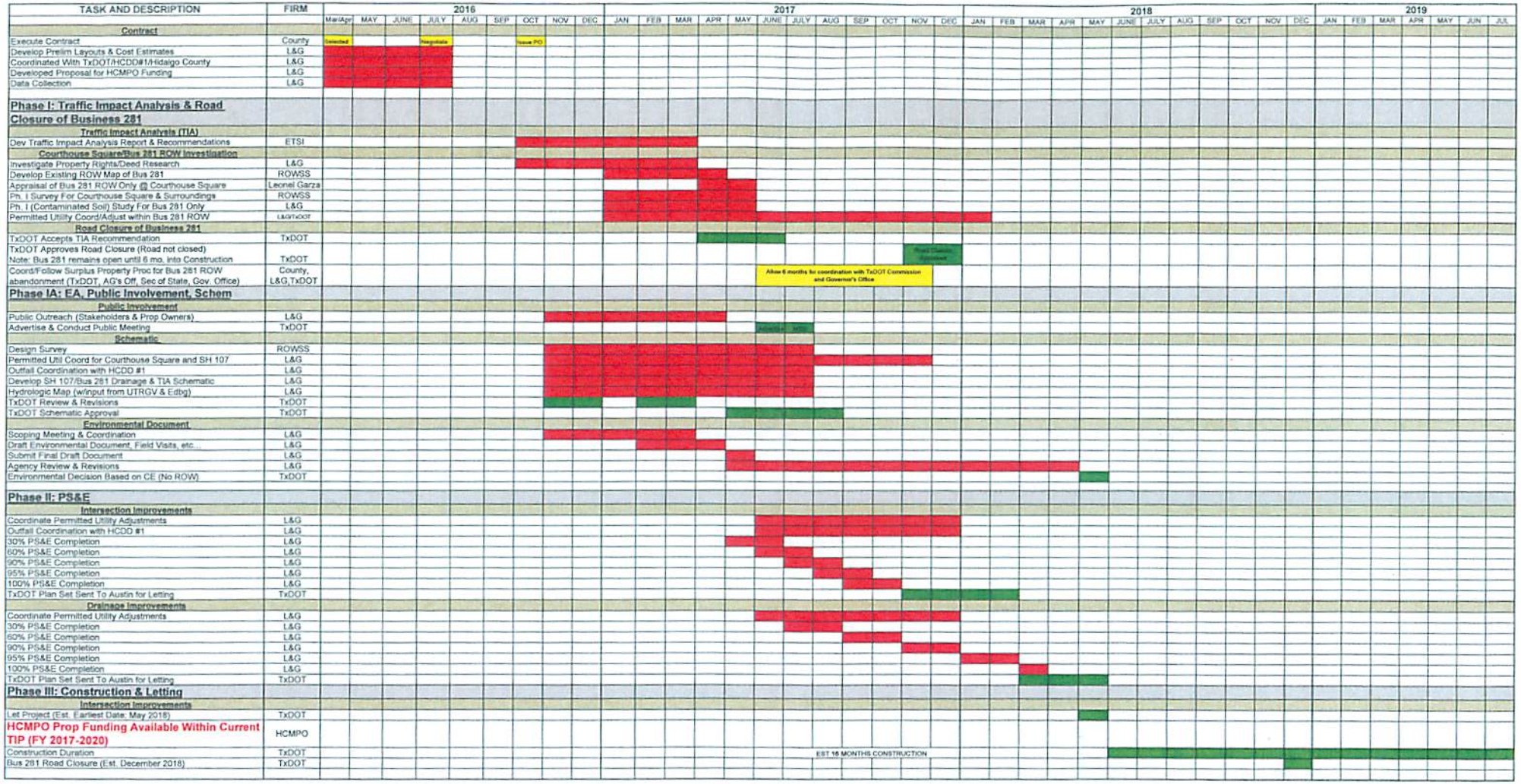
**TASK X – Traffic Impact Analysis Report** (90% Complete)

- Work in progress

**PENDING ISSUES:** No Pending issues.

Client: Hidalgo County

# PROJECT DEVELOPMENT SCHEDULE
## Bus 281/SH 107
## Intersection Improvements




L&G FUNCTION
TXDOT FUNCTION (TIMELINES ESTIMATED)
HIDALGO COUNTY FUNCTION

12:12 PM5/25/2017

**AI-60101** **Purchasing Department** **11. Y.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted For:** Valde Guerra, EXECUTIVE OFFICE

**Submitted By:** Monica Salinas, EXECUTIVE OFFICE

**Department:** EXECUTIVE OFFICE

---

**Information**

**CAPTION**

Executive Office - Traffic Engineering:
Acceptance and approval of the following invoice for representation at HCMPO Policy Meetings & HCMPO Technical Meetings with authority for County Treasurer to issue payment after review and auditing procedures are completed by County Auditor:

| Vendor | Invoice Date | Invoice # | Amount | PO # |
|---|---|---|---|---|
| L&G Engineering, Inc. | 5/31/17 | 11326300 | $7,681.76 | 733569 |

**BACKGROUND**

Contract# C-15-255-09-01

---

**Fiscal Impact**

**CALENDAR YEAR:** 2017 **ACCT. #:** 7-1100-429-30-125-014-0-334

**FUNDS AVAILABLE Y/N?:** y **MATCHING FUNDS Y/N?:** n

**BUDGETARY IMPACT:**

Funding available as of 6/5/2017 through PO 733569.

---

**Attachments**

INVOICE

---

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing - Internal | Marty Salazar | 06/02/2017 02:46 PM |
| Budget & Management | Veronica Ortiz | 06/02/2017 02:48 PM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |
| Form Started By: Monica Salinas | | Started On: 06/02/2017 09:48 AM |
| Final Approval Date: 06/09/2017 | | |

L&G Engineering
Transportation Consultants

June 1, 2017

Hidalgo County
Executive Office
**Attn: Valde Guerra**
2818 S. Business Hwy 281
Edinburg, TX 78539

**RE: PROGRESS REPORT**
**Activities at the HCMPO for the month of May 2017**
**Work Authorization No. 1 Contract #C-15-255-09-01**

Dear Mr. Cruz,

Attached is our invoice for the month of May 2017. This invoice covers the basic fee associated for attending the Hidalgo County Metropolitan Planning Organization (HCMPO) technical and policy meetings.

The following tasks were accomplished this month.

- May 4, 2017 – Mr. Arnold Cortez, P.E. attended the HCMPO Technical Advisory Committee (TAC) meeting. Mr. Jacinto Garza, P.E. coordinated information with the Hidalgo County MPO Policy Committee member, Commissioner Joseph Palacios.

- May 18, 2017 – Mr. Jacinto Garza, P.E. attended the HCMPO Policy Meeting. Mr. Garza coordinated with the MPO Policy Committee member, Commissioner Joseph Palacios on various agenda items.

Should you have any questions or require additional information, please do not hesitate to give me a call at (956) 565-9813.

Sincerely,

Jacinto Garza, P.E.
CEO/President

Attachments

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-9813 • Fax (956) 565-9018
900 S. Stewart Rd., Ste. 10 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

**INVOICE #:** 11326300
**INVOICE DATE:** 05/31/17

**BILL TO:**
Hidalgo County
100 E. Cano
Edinburg, TX 78539

**JOB:** 130901
HCMPO - On Call Eng Services
PO#733569

---

**Engineering services for the month of May 2017.**

| | | | |
|---|---|---|---|
| **HCMPO POLICY MTG** | | | |
| HCMPO County Update MPO Policy Rep. | 16.00 hrs | 211.400 / hrs | 3,382.40 |
| HCMPO Policy Meeting | 1.00 mtg | 1691.200 / mtg | 1,691.20 |
| **HCMPO POLICY MTG TOTAL:** | | | 5,073.60 |
| **HCMPO TAC MEETING** | | | |
| HCMPO TAC Meeting | 1.00 mtg | 1038.880 / mtg | 1,038.88 |
| Mileage Reimbursement | 300.00 mi | 0.560 / mi | 168.00 |
| Prepare Information Documents | 8.00 hrs | 129.860 / hrs | 1,038.88 |
| **HCMPO TAC MEETING TOTAL:** | | | 2,245.76 |
| **DIRECT EXPENSES** | | | |
| Administrative Preparation - MPO | 4.00 hrs | 60.400 / hrs | 241.60 |
| Clerical Preparation for the County | 2.00 hrs | 60.400 / hrs | 120.80 |
| **DIRECT EXPENSES TOTAL:** | | | 362.40 |
| | | **TOTAL** | 7,681.76 |

INVOICE RECEIVED BY: Becky D's on 6/1/17
GOODS / SRVS RECIEVED BY: Monica on May 2017

PO 733569

7-4100-429-30-125-014-0-334

Project Manager's Signature

# HIDALGO COUNTY METROPOLITAN PLANNING ORGANIZATION

**Technical Advisory Committee Meeting –Thursday, May 4, 2017**

**HCMPO Conference Room**

**Weslaco, TX.**

**PLEASE PRINT**

| | NAME | ENTITY AND ADDRESS | PHONE | FAX | E-MAIL ADDRESS |
|---|---|---|---|---|---|
| 1. | BEHROOZ BADIOZZAMANI | L&G Corp - MISSION | 212-4562 | | behdlgengineers.com |
| 2. | Bobby Salinas | Alamo | 784-8106 | | bsalinas@lamotexas.org |
| 3. | Arnold Carter | L&G-Mission | 585-1909 | | acarter@lgengineers.com |
| 4. | RAYMOND G. SANCHEZ | TXDOT-PTD | 702-6232 | | |
| 5. | Homero Bazan, Jr. | TxDOT - PHR | 702-6214 | | homer.bazan@txdot.gov |
| 6. | Rob DeLeon | City of McAllen | 681 3507 | | robert.deleon@mcallen.net |
| 7. | Mardoqueo Hinojosa | City of Weslaco | 447-3403 | | mhinojosa@weslacotx.gov |
| 8. | X. Cervantes | San Juan | 223-2220 | | |
| 9. | Eugene Palacios | City of McAllen | 681-1151 | | EPalacios@mcallen.net |
| 10. | Gabriel Zuniga | VM | 956.580.4305 | | gzuniga@lrgvdtransit.org |
| 11. | Joe Torres | Pharr | 517-8173 | | jtorres@pharr-tx.gov |
| 12. | Ponciano Longoria | Edinburg | | | |
| 13. | Allan E. Torres | McAllen | 681-1250 | | atorres@mcallen.net |
| 14. | Gisela Ortega | USFWS | 956 784 7541 | | gisela_ortega@fws.gov |
| 15. | | | | | |

# Hidalgo County MPO

## Transportation Policy Meeting

**May 18, 2017 – 5:30 PM**

**PLEASE PRINT**

| | NAME | ENTITY AND ADDRESS | PHONE | FAX | E-MAIL ADDRESS |
|---|---|---|---|---|---|
| 1. | Ramiro J. Rodriguez | Palm Harbor | 956-330-6552 | | rrodriguez01@aol.com |
| 2. | Juan Pablo Terrazas | City of Mission | (956) 249-1402 | | jpterrazas@missiontexas.us |
| 3. | Roberto Salinas | City of Mission | (456) 222-4549 | | rsalinas@missiontexas.us |
| 4. | Chief Eloy Cardenas | City of Edcouch, Tx | 262-3804 | | edcouchpd@aol.com |
| 5. | Raul Sanchez | City of Hidalgo | 956 322 7149 | | Rsanchez@cityofhidalgo.net |
| 6. | Sandra Martinez | CVM | 9568813500 | | smartinez@mcallen.net |
| 7. | Alma Moron | La Villa | 793-8318 | | alma.moron@cityoflavilla |
| 8. | Raymond G. Sanchez | TxDOT-THP | 72-6232 | | |
| 9. | Homero Saenz | TxDOT | 702-6214 | | |
| 10. | Hector Gonzalez | TxDOT | 702-6135 | | |
| 11. | Ozuna | Sullivan Co. ED | 956 | 4855408 | |
| 12. | Roy Rodriguez | McAllen | 691-1001 | | |
| 13. | Jesus Noriega | TxDOT | 956-702-6261 | - | |
| 14. | Rene Rodriguez | City of Elsa | 956-262-2127 | | rrodriguez@cityofelsa.net |
| 15. | Jacuto | L&G | 565 9813 | | jacuto@lgengineers.com |

# Hidalgo County MPO

## Transportation Policy Meeting

**May 18, 2017 – 5:30 PM**

**PLEASE PRINT**

| | NAME | ENTITY AND ADDRESS | PHONE | FAX | E-MAIL ADDRESS |
|---|---|---|---|---|---|
| 1. | [illegible] | [illegible] | | | |
| 2. | MARIO GARZA | [illegible] | | | |
| 3. | | | | | |
| 4. | | | | | |
| 5. | | | | | |
| 6. | | | | | |
| 7. | | | | | |
| 8. | | | | | |
| 9. | | | | | |
| 10. | | | | | |
| 11. | | | | | |
| 12. | | | | | |
| 13. | | | | | |
| 14. | | | | | |
| 15. | | | | | |

**AI-60096** **Purchasing Department** **11. Z.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted For:** Marty Salazar, PURCHASING DEPT.

**Submitted By:** Letty Saenz, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

---

**Information**

**CAPTION**

1. Pursuant to Article 14 of the "professional engineering services" agreement with Halff & Associates, Inc., is requesting approval to engage the services of [Sub-Contractors]- Chanin Engineering (Structural Engineering) & Celso Gonzalez (Project Registration & Plan Review) for Work Authorization 3 (J.R.Milo Ponce Park) in connection to Contract # C-16-188-05-10 (as previously approved by CC on 03/21/17-AI-58983) with adherence to insurance provisions required by said article and, subject to compliance with [HB1295 Form], [when and/or if applicable].

2. Pursuant to Article 14 of the "professional engineering services" agreement with Halff & Associates, Inc., is requesting approval to engage the services of [Sub-Contractor]- Megamorphosis Architecture (Facility Improvements) under SA1-WA3 for: (J.R.Milo Ponce Park) in connection to Contract # C-16-188-05-10 (as previously approved by CC on 05/02/17-AI-59629) with adherence to insurance provisions required by said article and, subject to compliance with [HB1295 Form], [when and/or if applicable].

**BACKGROUND**

Sub-Letters by Halff Associates Inc. for WA3 & (SA1-WA3)

---

**Fiscal Impact**

**CALENDAR YEAR:** 2017 **ACCT. #:**

**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

FUNDING SOURCE ACCT#s as (provided by Precinct 4 & Auditor's Office)
Funds pending approval AI-60131
7-1100-452-00-124-191-0-730 PCT 4 MILO PONCE PARK RESTROOMS
7-1100-452-00-124-191-0-740 PCT 4 MILO PONCE PARKING LOT& LANDSCAPING - IMPROVEMENTS

---

**Attachments**

Sub Notices - (Halff Assoc) Chanin-Celso & Megamorphosis

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing - Internal | Marty Salazar | 06/06/2017 04:24 PM |
| Budget & Management | Veronica Ortiz | 06/06/2017 04:40 PM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |
| Form Started By: Letty Saenz | | Started On: 06/01/2017 04:18 PM |
| Final Approval Date: 06/09/2017 | | |

HALFF

June 1, 2017
AVO 031806.003

Ms. Lulu Lucio
Hidalgo County Precinct 4
1051 North Doolittle Road
Edinburg, TX 78542

RE: WA#03 J.R. "Milo" Ponce Memorial Park located @3516 East FM 2812, Edinburg, TX
Contract C-16-188-05-10,
Purchase Order #759817

Sub-contracting for Facility Improvements for J.R. Milo Park

Dear Ms. Lucio:

The firm Halff Associates is proposing be use the following sub-consultants for this project:

- Mr. Celso Gonzalez (Provide Project Registration & Plan Review)
  614 N. Conway
  Mission, Texas 78572
  956-585-3848 office \ 956-585-7773 fax \ 956-453-3486 mobile

- Chanin Engineering (Structural Engineering)
  400 Nolana, Suite N2
  McAllen, Texas 78504
  956-687-9421 Office \ 956-687-3211 fax

We are recommending the use of these firms because we have worked with them successfully before and they have the necessary expertise to complete the work in a timely manner and at a lower cost.

Please contact Trey Murray and or Maribel Martinez if you need any additional information to process this request at 956-664-0286.

Sincerely,

HALFF ASSOCIATES, INC.
Menton J. Murray, III, PE, LEED AP
Vice President \Branch Manager

HALFF ASSOCIATES, INC.
5000 WEST MILITARY HIGHWAY, SUITE 100
McALLEN, TX 78503-7446
TEL (956) 664-0286
FAX (956) 664-0282
WWW.HALFF.COM

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



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

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
2017-217404

**Date Filed:**
06/02/2017

**Date Acknowledged:**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**
Chanin Engineering, LLC
McAllen, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**
Hidalgo County Precinct No. 4

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**
C-16-188-05-10 Work Auth. #03
Structural Engineering Consulting

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| Chanin Engineering, LLC | McAllen, TX United States | | X |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

**5 Check only if there is NO Interested Party.** ☐

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

NOTARY PUBLIC STATE OF TEXAS
TANIA A. ORTEGA
My Notary ID # 129512428
Expires August 5, 2021

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Miguel Chanin, this the 2nd day of June, 20 17, to certify which, witness my hand and seal of office.

| Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath |
|---|---|---|
| Tania A. Ortega | Tania A. Ortega | Notary Public |

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



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

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
2017-217404

**Date Filed:**
06/02/2017

**Date Acknowledged:**
06/05/2017

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Chanin Engineering, LLC
McAllen, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Hidalgo County Precinct No. 4

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

C-16-188-05-10 Work Auth. #03
Structural Engineering Consulting

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| Chanin Engineering, LLC | McAllen, TX United States | | X |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

**5 Check only if there is NO Interested Party.** ☐

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



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

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
2017-218121

**Date Filed:**
06/05/2017

**Date Acknowledged:**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**
Celso Gonzalez, Jr.
Palmhurst, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**
Hidalgo County Precinct No. 4

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**
c-16-188-05-10 Work Aut No. 3
ADA inspection on Milo Ponce Memorial Park

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| Hidalgo County Prct No. 4 | Edinburg, TX United States | X | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

**5 Check only if there is NO Interested Party.** ☐

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

THELMA RIVERA NOTARY PUBLIC STATE OF TEXAS EXPIRES 03-18-2021 ID # 3418884

AFFIX NOTARY STAMP ABOVE

Sworn to and subscribed before me, by the said Celso Gonzalez, Jr., this the 5th day of June, 20 17, to certify which, witness my hand and seal of office.

| Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath |
|---|---|---|
| | Thelma Rivera | Notary |

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



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

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
2017-218121

**Date Filed:**
06/05/2017

**Date Acknowledged:**
06/05/2017

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Celso Gonzalez, Jr.
Palmhurst, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Hidalgo County Precinct No. 4

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

c-16-188-05-10 Work Aut No. 3
ADA inspection on Milo Ponce Memorial Park

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| Hidalgo County Prct No. 4 | Edinburg, TX United States | X | |
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| | | | |

**5 Check only if there is NO Interested Party.** ☐

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

HALFF

Hon. Joseph Palacios
Attn: Maria Lucio, CPM, Executive Assistant
Hidalgo County Precinct No. 4
1051 N. Doolittle Road
Edinburg, TX 78542

**RE: Subcontracting Notice for Facility Improvements for J.R. "Milo" Ponce Memorial Park Located at 3516 E FM 2812 in Edinburg, TX**
**C-16-188-05-10**

Dear Commissioner Palacios:

We would like to inform you of the subcontractor that we will be using on the Facility Improvements for J.R. "Milo" Ponce Memorial Park – Work Authorization No. 3. Please coordinate with your Purchasing Department for Commissioner's Court approval of this notification. These subcontractors will be providing Architectural Services for the above referenced project.

Subcontractor:

*Ms. Meg Jorn, AIA*
*Megamorphosis Architecture*
*324 West Van Buren*
*Harlingen, TX 78550*
*Phone: (956) 428-1779*

Should you have any questions, please feel free t give me a call at (956) 664-0286.

Sincerely,
HALFF ASSOCIATES, INC.

Menton J. Murray, III, PE, LEED AP
Vice President / Project Manager

HALFF ASSOCIATES, INC.
5000 WEST MILITARY HIGHWAY, SUITE 100
McALLEN, TX 78503-7446
TEL (956) 664-0286
FAX (956) 664-0282
WWW.HALFF.COM

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295



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

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
2017-198537

**Date Filed:**
04/26/2017

**Date Acknowledged:**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**
Megamorphosis, Inc
Harlingen, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**
Hidalgo County Precinct 4

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**
C-16-188-05-10
Professional Architectural Services

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| Pearcy, John | Harlingen, TX United States | X | |
| Jorn, Margaret | Harlingen, TX United States | X | |
| | | | |
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| | | | |

**5 Check only if there is NO Interested Party.** ☐

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

MARIA DE LA LUZ LOPEZ
Notary Public, State of Texas
Comm. Expires 06-01-2019
Notary ID 12548424-2

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Margaret JORN, this the 26 day of April, 20 17, to certify which, witness my hand and seal of office.

Maria De La Luz Lopez — Signature of officer administering oath
Maria de la luz Lopez — Printed name of officer administering oath
Notary Public — Title of officer administering oath

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



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

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
2017-198537

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06/02/2017

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Hidalgo County Precinct 4

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C-16-188-05-10
Professional Architectural Services

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
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| Pearcy, John | Harlingen, TX United States | X | |
| Jorn, Margaret | Harlingen, TX United States | X | |
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Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

**AI-60098** **Purchasing Department** **11. AA.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted For:** Marty Salazar, PURCHASING DEPT.

**Submitted By:** Sandra Montalvo, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

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**Information**

**CAPTION**

Requesting authority to advertise and approval of procurement packet [i.e. specifications/requirements, legal notice, draft contract document etc.] for project titled: Hidalgo County-Laboratory Services- RFB No.:2017-153-SMA including the re-advertisement of project if/when applicable/required.

**BACKGROUND**

Proposed schedule of events:
1st advertisement: June 17, 2017
2nd advertisement: June 24, 2017
Bid Opening: July 5, 2017

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**Fiscal Impact**

**CALENDAR YEAR:** 2017 **ACCT. #:** obj. 339 countywide

**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:** n

**BUDGETARY IMPACT:**

Services are on an "as needed" basis. Lab services are mainly used by Juvenile, & Jail (i.e. Sheriff's Office). Refer to attached expense report (obj. 339 Other Prof. Svcs) for funding availability as of 6-6-17.

**CALENDAR YEAR:** 2017 **ACCT. #:** 7-1100-415-18-160-001-0-540

**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

PO #754521 for The Monitor for advertising expenses.

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**Attachments**

Memos, draft specs, legal notice , contract document

Obj. 339 Exp. Report 6-6-17

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing - Internal | Marty Salazar | 06/02/2017 02:44 PM |

| | | |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/02/2017 02:45 PM |
| Ivan Cantu | Ivan Cantu | 06/06/2017 01:59 PM |
| Ivan Cantu | Ivan Cantu | 06/06/2017 02:00 PM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |

Form Started By: Sandra Montalvo Started On: 06/01/2017 04:41 PM

Final Approval Date: 06/09/2017

**Hidalgo County Purchasing Department**
**2812 S. Business Highway 281**
**Administration Building**
**Edinburg, Texas 78539**
**(956) 318-2626/ Fax: (956) 318-2629**

RECEIVED
MAY 15 2017
By

# MEMORANDUM

(Approval of Specifications)

**TO:** ALL DEPARTMENT HEADS

**FROM:** Sandra Montalvo, Buyer II *SMA*
Hidalgo County Purchasing Department

**DATE:** **May 8, 2017**

**RE:** **Approval or Disapproval of Specifications for: Bid No. -2017-153-00-00-SMA**
***Hidalgo County (all funding sources)- "LABORATORY SERVICES"***

Please review the following **SPECIFICATIONS** and indicate if they meet all your requirements by selecting **APPROVE, DISAPPROVE (or) APPROVED WITH MODIFICATIONS** and signing below. If your answer is **DISAPPROVE,** please make any modifications necessary to the specifications and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4855.

| | |
|---|---|
| **APPROVE:** ☐ | **DISAPPROVE:** ☐ |
| **APPROVED WITH MODIFICATIONS:** ☒ | |

FUNDS AVAILABILITY:_____YES/_____NO/_____Other/_____

(Specify) INR (International Normalized Ratio)

BUDGET ACCOUNT #: 7-1100-423-21-280-002-0-331

| Belinda Madrigal | Belinda Madrigal | HCSO | 5-12-17 |
|---|---|---|---|
| **AUTHORIZED SIGNATURE** | **PRINT NAME** | **DEPARTMENT** | **DATE** |

**SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, via e-mail to: sandra.montalvo@co.hidalgo.tx.us by no later than Monday, May 15, 2017 @ 10:00 A.M.**

Enclosures

**Hidalgo County Purchasing Department**
**2812 S. Business Highway 281**
**Administration Building**
**Edinburg, Texas 78539**
**(956) 318-2626/ Fax: (956) 318-2629**

# MEMORANDUM

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If you have any questions, please call me at (956) 318-2626 ext# 4855.

| | |
|---|---|
| **APPROVE:** ☑ | **DISAPPROVE:** ☐ |
| **APPROVED WITH MODIFICATIONS:** ☐ | |

FUNDS AVAILABILITY:_____YES/_____NO/_____Other/_____

(Specify)_____

BUDGET ACCOUNT #: 7-1100-423-79-330-001-0-339

| | | | |
|---|---|---|---|
| | Isaac Bobby Jr. | Public Health | 5-9-17 |
| **AUTHORIZED SIGNATURE** | **PRINT NAME** | **DEPARTMENT** | **DATE** |

**SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, via e-mail to: sandra.montalvo@co.hidalgo.tx.us by no later than Monday, May 15, 2017 @ 10:00 A.M.**

Enclosures

| Bid No: 2017-153-00-00-SMA | Buyer : Sandra Montalvo | Tel. No: (956) 318-2626 ext. 4865 |
|---|---|---|

# REQUEST FOR BIDS

## HIDALGO COUNTY

**(All funding sources)**

## *"LABORATORY SERVICES"*

## BID OPENING DATE: JULY 00, 2017@ 9:30 a.m.


Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
956 318-2626



Form HCPD-03
REVISED 09/9/16

**1)** Sealed bids will be received for ***"HIDALGO COUNTY-"LABORATORY SERVICES"*** in accordance with the specifications attached as **Exhibit "A"** hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

**2)** **One (1) original and Three (3) copies** of all bids are required with the bidders name and return address clearly typed and or/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID NO.: 2017-153-00-00-SMA** *"HIDALGO COUNTY-LABORATORY SERVICES"* and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281,Administration Building, Edinburg, Texas, **on or before 9:30 A.M, WEDNESDAY, JULY 00, 2017.**

**NO FACSIMILES, EMAILS OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO RFB NO.:2017-153-00-00-SMA "***HIDALGO COUNTY"-LABORATORY SERVICES".* Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bids considered the best and most advantageous to Hidalgo County.

Additionally, all forms listed below must be properly executed and included with your bid:

1) Legal Notice (See page 8);
2) Bid Page (See **Exhibit "B"**);
3) Insurance pages with Acknowledgment Forms (See **Exhibit "C"**);
4) Form CIQ-Conflict of Interest Questionnaire (See **Exhibit "D"**);
5) Vendor Bidder Application & W-9 forms (See **Exhibit "E"**);
6) Certification Regarding Debarment (See **Exhibit "F"**); and
7) **SAMS.gov Registration Acknowledgement** (See Number 18 below).

**3)** Hidalgo County reserves the right to: A) separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B). reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; C) . award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so; D). award the contract to the responsible bidder who submits the lowest and best bid. "Lowest and best" means a bid or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties, and customer service after a sale.

**4)** The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

**5)** For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

**6)** Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

**7)** No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

**8)** Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

**9)** Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

**10)** County reserves the right to accept or reject any or all Bids.

**11)** Costs are to be net F.O.B., County Prepaid.

**12)** County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

**13)** Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

**14)** Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

**15)** **DELIVERY INSTRUCTIONS of goods and/or services:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

**16) BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation -*HIDALGO COUNTY- LABORATORY SERVICES"* Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  e) Contract number must be indicated on all invoices

- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
2808 S. Business Hwy 281
Edinburg, TX 78539
(956) 318-2511

**17) SCHEDULE OF EVENTS**

| | |
|---|---|
| Bid Opening, 9:30 A.M. | **July 00 , 2017** |
| Award of Contract | _____, 2017 |
| Commence Work or Deliver Products | _____, 2017 |

**18) BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT (if applicable ):**

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. **All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76. Register at SAMs System for Award Management @ www.sam.gov.**

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

## 19) TITLE VI NOTICE/ NONDISCRIMATION

a) County of Hidalgo, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.252, 42 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

b) The appropriate clauses of Appendices "A" through "E" as delineated in the USDOT Standard Title VI/Non-discrimination Assurances-Specific Assurances are hereby incorporated by reference as applicable. Title VI Appendices "A" through "E" are attached as **Exhibit "G.**

c) Bidder will attach all applicable notices to which it is obligated to provide or submit as part of the bid, including Form FHWA 1273 to be submitted by all contractors and subcontractors in relation to construction contracts.

## 20) ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

**NOTICE:**
ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

## 21) DISCLOSURE OF CONFLICT OF INTEREST

- Effective January 1, 2016, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit E, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who

contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

**Completed Form CIQ must be submitted to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539 - Hidalgo County Courthouse.**

**COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.**

**22)** CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)

As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFB packet. In accordance with these requirements, business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the RFB Project No. (2017-153), as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office via email to: sandra.montalvo@co.hidalgo.tx.us. Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit Form 1295 signed and notarized may result in delay of award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

**https://www.ethics.state.tx.us/tec/1295-Info.htm**

THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS FROM THE DATE THE HIDALGO COUNTY COMMISSIONER'S COURT APPROVES THIS AGREEMENT TO SUBMIT THE SIGNED NOTARIZED FORM 1295. *HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.*

**23)** If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the County.

**24)** Bids, and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

**25)** Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

**26)** Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

**27)** Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

**28)** County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

**29)** Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder’s indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

**30)** Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

**31)** This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

**32)** The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

# HIDALGO COUNTY

**(All funding sources)**

***"LABORATORY SERVICES"***

To: Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

# EXHIBIT "A"

**Specifications/Requirements**
**HIDALGO COUNTY** (all funding sources)
***"LABORATORY SERVICES"***
**BID NO.: 2017-153-00-00-SMA**

Hidalgo County is requesting bidder(s) from firms that can adequately demonstrate that they have the resources, experience and qualifications necessary to provide ***"Laboratory Services"*** in a timely manner; ensure that such services meet the county and state jail standards; ensure quality, yet be cost effective.

The following are the minimum requirements and/or specifications that will be acceptable to the Hidalgo County. These requirements and/or specifications must be **equal or better**, including, but not limited to, the following:

## SPECIFICAITONS/REQUIREMENTS

1) All bid prices for items shall take into consideration shipping and handling costs and any other items mentioned on specifications as part of the fixed item price.

2) Any/all health care services provided to inmates who are in the custody of Hidalgo County will only pay (apply) current Medicaid rates when invoicing charges are greater than the Medicaid rate fees. (*as referred and attached hereto and approved by Commissioner's court on September 25, 2007)*

3) Any test/and or service required by our medical personnel that is not mentioned on the contract, such service(s) will also be paid under Medicaid rates fee. (*as referred and attached hereto and approved by Commissioner's court on September 25, 2007)*

4) Specimens will be collected by Hidalgo County Staff.

5) Provide at least one (1) accessible lab location to refer patients for collection if specimen cannot be collected by Hidalgo County staff (i.e. Edinburg). Laboratory will be responsible for delivery/processing of such specimens when necessary.

6) Electronic Lab results are required.

7) All certificates, licenses, etc. for laboratory to operate in the State of Texas are required and copies must be submitted with bid. *(Including but not limited to Clinical Laboratory Improvement Amendment (CLIA) 1988 certification)*

8) All supplies must be provided to Hidalgo County for all required testing and results must be available and provided within 24 hours.

## TERMS AND CONDITIONS

1) The initial contract term for this project will be for one (1) year with the County's option to extend for an additional two (2) one (1) year terms.

2) Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term.

3) Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

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4) Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.

5) County will seek purchases from state awarded vendors whenever it is, its best interest to do so.

6) Hidalgo County reserves the right to award to one (1) or multiple vendors whichever is more valuable to the County.

7) Hidalgo County reserves the right to add/delete items as it deems to be in the best interest of the County.

8) After bid is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with contract agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, County shall charge the successful bidder the difference for any additional cost of such item.

9) Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives whenever it is in the County's best interest to do so.

10) All services will be on an **"As Needed Basis**", there are no set quantities to be requested only approximations. The estimated annual number of lab exams ordered is approximately 1,220 for the jail and 360 on an average for Juvenile.

11) Insurance requirements for this project to be maintained throughout the contract term (Refer to limits on the EXHIBIT "C" for limits).

12) Hidalgo County reserves the right to add or delete locations as it deems in the best interest of the County.

| **LOCATIONS/CLINICS** |
|---|
| **Hidalgo County Juvenile Probation Department**<br>**Contact Person: Cynthia Paslak 956-587-6200** |
| Judge Mario E. Ramirez, Jr. Juvenile Justice Center<br>1001 N Doolittle<br>Edinburg, TX 78541 |
| **Hidalgo County Sheriff's Office**<br>**956-383-8114**<br>**Contact Person: Ana Karen Moncivais RN (Jail)**<br>**Lt. Joe Vasquez (Jail)** |
| Hidalgo County -Jail<br>701 El Cíbolo Rd.<br>Edinburg, TX 78539 |

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## ***SERVICES REQUIRED:***

The vendor shall provide qualified and trained personnel and certified licensed facilities for the laboratory services. Laboratory testing services shall; include, but is not limited to the following services:

| | |
|---|---|
| 1. | ABO and Rh |
| 2. | Accult Blood, Feces |
| 3. | Acute Hepatitis Panel |
| 4. | AFB Smear and Culture w/ Susceptibilities |
| 5. | Affirm (Trich, G. Vaginalis, Candida) |
| 6. | Aerobic Bacterial Culture. |
| 7. | Amylase. |
| 8. | Antibody Screen RBC w/Reflex to identification, Titer and Antigen Typing; X# of panels performed; X# of titers performed; X# of antigens performed |
| 9. | Antinuclear Antibodies. *Results* |
| 10. | Aspergillosis Immunodiffussion |
| 11. | $B_{12}$ and Folate. |
| 12. | Bacterial Vaginosis/Baginitis (Trich, G. Vaginalis, & Candida) |
| 13. | Basic Metabolic Panel. |
| 14. | BUN |
| 15. | Carbamazipine levels. |
| 16. | CBC w Diff w/ Plt. |
| 17. | CBC w Diff w/o Plt. |
| 18. | CBC w/ diff and platelets. |
| 19. | CBC w/o Diff w Plt. |
| 20. | CBC w/o Diff w/o Plt. |
| 21. | CD4 Count |
| 22. | CEA. |
| 23. | Chem 24. |
| 24. | Chlamydia/GC DNA Probe w/confirmation on positives. |
| 25. | Chlamydia/GC (out of vial) |
| 26. | Chlamydia/GC DNA, SDA Probe/Urine w/confirmation on positives |
| 27. | Chlamydia/GC DNA Probe w/out confirmation. |
| 28. | Chlamydia/GC DNA, SDA CX Male/Urethra Probe/Urine/ confirmation on positives |
| 29. | Cholesterol Total |
| 30. | Ck,Total |
| 31. | Comp Metabolic Panel |
| 32. | Creatinine. |
| 33. | 24hr. Creatinine Clearance |
| 34. | Cult, Campylobac |
| 35. | Culture, Aerob/Anaer |
| 36. | Cultures (wound and urine) |
| 37. | Culture (& Sensitivity)- Wound |
| 38. | Digoxin. |
| 39. | Dilantin levels. |
| 40. | Draw Fee, PSC Spec |
| 41. | Drug screens (serum and urine). |
| 42. | Electrolyte Panel. |
| 43. | Eosinophil Ct, (B) |
| 44. | Fecal Fat, Qual |
| 45. | Fecal Globin by Immuniochemistry (FOB) |
| 46. | Fecal Leukocyte Stn |
| 47. | Ferritin |
| 48. | FSH and LH. |
| 49. | Fungus Culture |

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|---|---|
| 50. | Fungal CF Panel |
| 51. | Genital Culture, Routine. |
| 52. | Giardia Ag Detection |
| 53. | Glucose Gestational Screen 50 Gram |
| 54. | Glucose, Plasma. |
| 55. | Glucose Serum |
| 56. | Glucose Tolerance Test (GTT), Gestational 4 specimens 100 grams |
| 57. | Group B Strep Colonization Detection Cult/DNA Probe. |
| 58. | H & H |
| 59. | HCG, Beta Subunit, Qual. |
| 60. | HCG, Beta Subunit, qualitative |
| 61. | HCG, Beta Subunit, Quant. |
| 62. | HCG, Beta Subunit, quantitative |
| 63. | HDL-Cholesterol |
| 64. | Helicobacter pylori LGG. |
| 65. | Hematocrit. |
| 66. | Hemoglobin A1C w/MBG. |
| 67. | Hemoglobin. |
| 68. | Hep A Igm Ab |
| 69. | Hepatic Function Panel. |
| 70. | Hepatitis B Surface Antibody. |
| 71. | Hepatitis B Surface Antigen. |
| 72. | Hepatitis B Surface Antigen with confirmation |
| 73. | Hepatitis C Antibody. |
| 74. | Herpes Culture. |
| 75. | Hgal c. |
| 76. | HIV-1 Antibodies. |
| 77. | HIV-1 Antibodies (HIV Antibody, HIV-1/2m EIA w/Reflex) |
| 78. | HIV Western Blot, if HIV positive |
| 79. | HIV-2 Antibody EIA if Western Blot positive |
| 80. | HIV-2 Antibody Western Blot if HIV-2 Antibody EIA if positive |
| 81. | H-pylori. |
| 82. | H-Pylori (serum) |
| 83. | HPV Genotypes 16, 18 |
| 84. | HPV High Risk |
| 85. | HSV 1/2 Herpeselect |
| 86. | HSV ½ |
| 87. | INR (International Normalized Ratio) |
| 88. | Iron and IBC. |
| 89. | Iron, Total & IBC |
| 90. | Lead |
| 91. | Lipid Panel |
| 92. | Lithium levels. |
| 93. | Liver enzyme panel. |
| 94. | Magnesium. |
| 95. | Maternal Serum Screen 4 (Quad) (Age, HCG, UE3, DIA, ITA) |
| 96. | Maternal Serum Screen 5 (Penta) |
| 97. | Myoglobin |
| 98. | Myoglobin (U) |
| 99. | New Born Screening |
| 100. | Occult Blood. |
| 101. | Ova & Parasites. |
| 102. | Phenytoin. |
| 103. | Platelet Count. |
| 104. | Potassium. |

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|---|---|
| 105. | PreGen-Plus. |
| 106. | Prenatal (OB) Panel Total of 11 tests which include Hept. B, HIV, RPR, & Rubella |
| 107. | Prolactin. |
| 108. | Prothrombin Time (PT). |
| 109. | PSA. |
| 110. | PTT Activated. |
| 111. | RBC Count. |
| 112. | Renal Function Panel. |
| 113. | Rheumatoid Arthritis Factor. |
| 114. | RPR. |
| 115. | RPR Titer |
| 116. | RPR with reflex to titer & confirmatory testing |
| 117. | RPR (Monitor) with Reflex to Titer (without confirmations) |
| 118. | RPR (DX) Refelx FTA-ABS |
| 119. | Rubella Antibodies, IgG. |
| 120. | Sed Rate, Westergren. |
| 121. | Stat Assay 1 |
| 122. | Stat Assay 2 |
| 123. | Stool Culture. |
| 124. | Surpath (Liquid pap smear) includes HPV, GC/Chlamydia |
| 125. | Surpath Pathology if pap smear abnormal |
| 126. | Surpath with CT/GC (out of the vial) |
| 127. | Thin Prep Pap Test |
| 128. | $T_3$ Uptake. |
| 129. | T-4 (Thyroxine) |
| 130. | T-4 Free |
| 131. | Testosterone. |
| 132. | Throat, Beta-Hemolytic Strep Cult, Group A. |
| 133. | Thyroid Cascade Profile. |
| 134. | Thyroid panel |
| 135. | Thyroxine ($T_4$). |
| 136. | Total Electrophoresis |
| 137. | Total Iron and TIBC |
| 138. | Tp Rand (U) W/Creat |
| 139. | Triglycerides |
| 140. | TSH, 3rd generation. |
| 141. | TSH. |
| 142. | TSH with Reflex to Free T4 |
| 143. | UA, Complete |
| 144. | UA. |
| 145. | Upper Respitory Culture, Routine. |
| 146. | Uric Acid |
| 147. | Urinalysis (Microscopic on Positives). |
| 148. | Urine Culture, Routine. Urine Culture (& Sensitivity), Routine |
| 149. | Urine, complete |
| 150. | Uric Acid |
| 151. | Valporic acid levels. |
| 152. | Valproic Acid |
| 153. | VDRL. |
| 154. | Vitamin B-12 |
| 155. | WBC Count. |
| 156. | WBC Differential. |

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**ADDITIONAL INFORMATION:**

All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Elena Gomez, Buyer II, Physical: 2802 S. Business Hwy. 281 Postal/Mailing: 2812 S. Business Hwy. 281, New Administration Building, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**RFB QUESTIONS & ANSWERS TO RFB:**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED via e-mail sandra.montalvo@co.hidalgo.tx.us by no LATER THAN, **MONDAY, month 00, 2017 by 5:00 p.m.** Responses to said inquiries will be sent to all applicants via email by no later than **Wednesday, MONTH , 2017 by 5:00 p.m.** TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

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**Zimbra** **rocio.villarreal@co.hidalgo.tx.us**

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## RE: HIDALGO COUNTY-LABORATORY SERVICES BID NO. 2017-153-SMA

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**From :** Steve Crain <scrain@atlashall.com> Wed, May 31, 2017 12:23 PM

**Subject :** RE: HIDALGO COUNTY-LABORATORY SERVICES BID NO. 2017-153-SMA

**To :** 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

The draft contract is OK.

---

**From:** Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
**Sent:** Wednesday, May 31, 2017 10:15 AM
**To:** Steve Crain <scrain@atlashall.com>
**Subject:** Fwd: HIDALGO COUNTY-LABORATORY SERVICES BID NO. 2017-153-SMA

Mr. Crain:

Please review and approve as to form.

Thank you.

---

**From:** "Sandra Montalvo" <sandra.montalvo@co.hidalgo.tx.us>
**To:** "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
**Cc:** "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>
**Sent:** Tuesday, May 30, 2017 10:37:44 AM
**Subject:** Re: HIDALGO COUNTY-LABORATORY SERVICES BID NO. 2017-153-SMA

Rocio,

As per my conversation with Darlene this morning regarding the change Marty suggested, as per Darlene's directive leave as is, therefore; I am requesting the draft contract to place an item on the agenda for authority to advertise and approval of procurement packet.

Thank you!

---

**From:** "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
**To:** "Sandra Montalvo" <sandra.montalvo@co.hidalgo.tx.us>
**Sent:** Wednesday, May 17, 2017 4:53:22 PM

**THE STATE OF TEXAS §**

**§**

**COUNTY OF HIDALGO §**

**SERVICE CONTRACT**
**C-17-153-00-00**

THIS CONTRACT is made and entered into this ____day of _____**, 2017** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **VENDOR'S NAME** an **STATE** Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Laboratory Services"** for Hidalgo County (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of Request for Bid (RFB) Procurement Packet being attached hereto as Exhibits "A" (the "RFB") and Exhibit "B" respectively, and incorporated herein for all purposes (the "Bid Page"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with RFB, the Commissioners' Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to locations at **Hidalgo County.** This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of

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this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the Department Head, Commissioner, Sheriff or his designated agent. Company agrees in performing the Services that it will use proper professional standards comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning November 30, 2017 and ending November 29, 2018 with the County's option to extend for an additional two (2) one (1) year term. Contract may be extended at the sole discretion of County for an additional sixty (60) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract specifically all required licenses and permits, including but not limited to Clinical Laboratory Improvement Amendment (CLIA) 1988 certification or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against

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written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

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If to County: **The County of Hidalgo**
**Attn: County Judge**
**302 W. University Dr.**
**Edinburg, TX 78539**

If to Company: **VENDOR'S NAME**
**ADDRESS**

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the

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provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

18. **Entire Agreement**. This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

19. **Immunities**. Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of thestate or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

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In witness where of, the parties have executed this Agreement effective as of the day and year first above written.

**COUNTY OF HIDALGO**

ATTEST:

By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

**COMPANY'S NAME**

By:_____

Printed Name:_____

Title:_____

APPROVED AS TO FORM:
Atlas & Hall LLP

By: _____
Steve L. Crain

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# EXHIBIT “A”

# REQUEST FOR BIDS (RFB)

# PROCUREMENT PACKET

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# EXHIBIT “B”

# BID PAGE

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# EXHIBIT “C”

# CERTIFICATE OF INSURANCE

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| Account Number / Description | | Original Budget | Adjusted Budget | Y-T-D Encumbrance | Y-T-D Expended | Available Balance | Percent Used |
|---|---|---|---|---|---|---|---|
| **1100 GENERAL FUND** | | | | | | | |
| 7-1100-413-00-125-001-0-339 | EXECUTIVE OFFICE-OTHER PROF SRV | 1,000.00 | 1,000.00 | .00 | .00 | 1,000.00 | .00 |
| 7-1100-415-00-115-002-0-339 | CO WIDE ADM-OTHER PROF SRV | .00 | 30,000.00 | 23,330.35 | 9,999.99 | -3,330.34 | 111.10 |
| 7-1100-415-00-150-002-0-339 | BAIL BOND BOARD-OTHER PROF SRV | 2,000.00 | .00 | .00 | .00 | .00 | .00 |
| 7-1100-415-14-115-001-0-339 | DBM-BUDGET DIV-OTHER PROF SRV | 6,000.00 | 2,682.00 | 2,300.00 | .00 | 382.00 | 85.76 |
| 7-1100-415-19-115-020-0-339 | ARBITRAGE CALC-OTHER PROF SRV | 7,200.00 | 7,200.00 | .00 | .00 | 7,200.00 | .00 |
| 7-1100-415-30-125-006-0-339 | GENERAL LITIGATION-OTHER PROF SRV | 290,000.00 | 290,000.00 | .00 | 49,677.62 | 240,322.38 | 17.13 |
| 7-1100-419-40-220-050-0-339 | FACILITIES MGMT CO WIDE-OTHER PROF SRV | 1,000.00 | 7,950.00 | 2,259.00 | 4,850.00 | 841.00 | 89.42 |
| 7-1100-419-50-125-003-0-339 | SAFETY-OTHER PROF SRV | 30,000.00 | 30,000.00 | 6,975.00 | 13,025.00 | 10,000.00 | 66.67 |
| 7-1100-421-00-280-001-0-339 | SHERIFF-OTHER PROF SRV | 79,658.00 | 79,658.00 | 29,748.83 | 17,622.00 | 32,287.17 | 59.47 |
| 7-1100-421-00-291-001-0-339 | CONST PCT1-OTHER PROF SRV | 1,000.00 | 1,687.58 | 1,326.33 | 200.00 | 161.25 | 90.44 |
| 7-1100-423-21-280-002-0-339 | JAIL-OTHER PROF SRV | 61,000.00 | 61,000.00 | 17,578.25 | 18,234.05 | 25,187.70 | 58.71 |
| 7-1100-423-70-330-001-0-339 | JUVENILE CI-OTHER PROF SRV | 5,000.00 | 5,000.00 | .00 | .00 | 5,000.00 | .00 |
| 7-1100-423-71-330-001-0-339 | JUVENILE DS-OTHER PROF SRV | 1,000.00 | 1,000.00 | .00 | .00 | 1,000.00 | .00 |
| 7-1100-423-74-330-001-0-339 | JUVENILE CBG-OTHER PROF SRV | 500.00 | 21,500.00 | 6,029.75 | 14,770.25 | 700.00 | 96.74 |
| 7-1100-423-78-330-001-0-339 | JUVENILE PAS-OTHER PROF SRV | 100.00 | 100.00 | 50.00 | .00 | 50.00 | 50.00 |
| 7-1100-423-78-330-028-0-339 | JUV BOOT CAMP PAS-OTHER PROF SRV | 5,000.00 | 5,000.00 | .00 | .00 | 5,000.00 | .00 |
| 7-1100-423-79-330-001-0-339 | JUVENILE DET PRE-OTHER PROF SRV | 5,000.00 | 5,000.00 | 4,550.00 | 400.00 | 50.00 | 99.00 |
| 7-1100-441-00-340-003-0-339 | HEALTH CLINICS-OTHER PROF SRV | 10,000.00 | 10,000.00 | 577.74 | 914.26 | 8,508.00 | 14.92 |
| 7-1100-444-00-240-005-0-339 | 1115 WAIVER DSRIP-OTHER PROF SRV | .00 | 270,000.00 | 97,357.30 | 100,169.70 | 72,473.00 | 73.16 |
| 7-1100-452-00-124-009-0-339 | PCT4 PARKS-OTHER PROF SRV | 2,000.00 | 2,000.00 | .00 | 150.00 | 1,850.00 | 7.50 |
| **1100 GENERAL FUND** | | **507,458.00** | **830,777.58** | **192,082.55** | **230,012.87** | **408,682.16** | **50.81** |
| **1200 ROAD AND BRIDGE** | | | | | | | |
| 7-1200-431-00-122-006-0-339 | PCT2 RD MAINT-OTHER PROF SRV | .00 | 20,363.00 | 20,363.00 | .00 | .00 | 100.00 |
| 7-1200-431-00-123-005-0-339 | PCT3 RD MAINT-OTHER PROF SRV | 5,000.00 | 9,884.23 | 4,884.23 | .00 | 5,000.00 | 49.41 |
| 7-1200-431-00-124-007-0-339 | PCT4 RD MAINT-OTHER PROF SRV | 4,000.00 | 2,250.00 | .00 | 2,250.00 | .00 | 100.00 |
| 7-1200-431-00-124-177-0-339 | PCT4 ALBERTA DRAIN-OTHER PROF SRV | .00 | 56,331.50 | 53,749.50 | 2,582.00 | .00 | 100.00 |
| **1200 ROAD AND BRIDGE** | | **9,000.00** | **88,828.73** | **78,996.73** | **4,832.00** | **5,000.00** | **94.37** |
| **1229 SHERIFF FEDERAL SHARING-US DEPT OF JUSTI** | | | | | | | |

| Account Number / Description | | Original Budget | Adjusted Budget | Y-T-D Encumbrance | Y-T-D Expended | Available Balance | Percent Used |
|---|---|---|---|---|---|---|---|
| **1229 SHERIFF FEDERAL SHARING-US DEPT OF JUSTI** | | | | | | | |
| 7-1229-421-00-280-007-0-339 | SHRF FED SHARING-USDJ-OTHER PROF SRV | 10,000.00 | 10,000.00 | .00 | .00 | 10,000.00 | .00 |
| **1229 SHERIFF FEDERAL SHARING-US DEPT OF JUSTI** | | **10,000.00** | **10,000.00** | **.00** | **.00** | **10,000.00** | **.00** |
| **1252 HIDTA FEDERAL SHARING-US TREASURY** | | | | | | | |
| 7-1252-412-00-270-012-0-339 | HIDTA FED SHRG-US TREAS-OTHER PROF SRV | 1,000.00 | 1,000.00 | .00 | .00 | 1,000.00 | .00 |
| **1252 HIDTA FEDERAL SHARING-US TREASURY** | | **1,000.00** | **1,000.00** | **.00** | **.00** | **1,000.00** | **.00** |
| **1280 DESIGNATED PURPOSE GRANTS LVL 0** | | | | | | | |
| 7-1280-431-00-121-803-5-339 | PCT1-01362-ENGLEMEN-OTHER PROF SRV | .00 | 982.37 | 452.20 | 57.70 | 472.47 | 51.91 |
| 7-1280-431-00-121-806-5-339 | PCT1-01362-MILE 20 N-OTHER PROF SRV | .00 | 1,284.10 | 628.13 | 96.58 | 559.39 | 56.44 |
| **1280 DESIGNATED PURPOSE GRANTS LVL 0** | | **.00** | **2,266.47** | **1,080.33** | **154.28** | **1,031.86** | **54.47** |
| **1289 DESIGNATED PURPOSE GRANTS LVL 9** | | | | | | | |
| 7-1289-423-00-320-049-7-339 | HC EMRGING ADLT STRTGY-OTHER PROF SRVCS | .00 | 215,050.00 | .00 | .00 | 215,050.00 | .00 |
| **1289 DESIGNATED PURPOSE GRANTS LVL 9** | | **.00** | **215,050.00** | **.00** | **.00** | **215,050.00** | **.00** |
| **1293 HEALTH DEPARTMENT GRANTS** | | | | | | | |
| 7-1293-441-00-340-008-8-339 | T.B. CONTROL-OTHER PROF SRV | .00 | 4,000.00 | .00 | .00 | 4,000.00 | .00 |
| 7-1293-441-00-340-059-0-339 | MEDICAID ADMIN-OTHER PROF SRV | .00 | 146,554.31 | 47,749.49 | 17,660.71 | 81,144.11 | 44.63 |
| 7-1293-441-10-340-008-6-339 | T.B. CONTROL-OTHER PROF SRV | .00 | 3,500.00 | .00 | .00 | 3,500.00 | .00 |
| 7-1293-441-10-340-011-6-339 | TB PREV&CNTRL-OTHER PROF SRV | .00 | 4,500.00 | .00 | .00 | 4,500.00 | .00 |
| 7-1293-441-10-340-051-6-339 | CHILD HEALTH-OTHER PROF SRV | .00 | 1,796.38 | 870.30 | 148.66 | 777.42 | 56.72 |
| 7-1293-441-10-340-052-6-339 | PRENATAL/MATERNITY-OTHER PROF SRV | .00 | 71,648.30 | 33,823.02 | 9,829.79 | 27,995.49 | 60.93 |
| **1293 HEALTH DEPARTMENT GRANTS** | | **.00** | **231,998.99** | **82,442.81** | **27,639.16** | **121,917.02** | **47.45** |
| **1297 ADULT PROBATION GRANTS** | | | | | | | |
| 7-1297-423-00-320-002-7-339 | BASIC SUPERVISION-OTHER PROF SRV | .00 | 114,700.00 | 60,198.89 | 9,400.00 | 45,101.11 | 60.68 |
| 7-1297-423-00-320-015-7-339 | SEX OFFENDER CASELOAD-OTHER PROF SRV | .00 | 3,250.00 | 2,250.00 | 500.00 | 500.00 | 84.62 |
| 7-1297-423-00-320-020-7-339 | SATF-OTHER PROF SRV | .00 | 4,312.50 | 1,525.00 | 1,287.50 | 1,500.00 | 65.22 |
| **1297 ADULT PROBATION GRANTS** | | **.00** | **122,262.50** | **63,973.89** | **11,187.50** | **47,101.11** | **61.48** |
| **1312 BORDER COLONIA ACCESS PROGRAM ROUND 3** | | | | | | | |
| 7-1312-431-00-121-220-1-339 | DELTA WEST SUBD-OTHER PROF SRV | .00 | 2,857.32 | .00 | .00 | 2,857.32 | .00 |
| 7-1312-431-00-121-270-0-339 | FLORA SUBD-OTHER PROF SRV | .00 | 3,132.40 | 3,132.40 | .00 | .00 | 100.00 |
| 7-1312-431-00-121-314-0-339 | HEIDELBRERG SUBD-OTHER PROF SRV | .00 | 4,753.98 | 2,479.00 | 2,237.50 | 37.48 | 99.21 |
| 7-1312-431-00-121-394-0-339 | LA PAMPA SUBD-OTHER PROF SRV | .00 | 2,402.28 | 2,402.28 | .00 | .00 | 100.00 |
| 7-1312-431-00-121-642-0-339 | BARBOSA LOPEZ SUBD #3-OTHER PROF SRV | .00 | 2,793.23 | 2,793.23 | .00 | .00 | 100.00 |

| Account Number / Description | | Original Budget | Adjusted Budget | Y-T-D Encumbrance | Y-T-D Expended | Available Balance | Percent Used |
|---|---|---|---|---|---|---|---|
| **1312 BORDER COLONIA ACCESS PROGRAM ROUND 3** | | | | | | | |
| 7-1312-431-00-121-727-1-339 | TIJERINA ESTATES-OTHER PROF SRV | .00 | 2,679.03 | .00 | .00 | 2,679.03 | .00 |
| 7-1312-431-00-123-247-0-339 | EL PARAISO SUBD-OTHER PROF SRV | .00 | 10,305.54 | 10,305.54 | .00 | .00 | 100.00 |
| 7-1312-431-00-123-310-0-339 | HAVANA LOMAS #4-OTHER PROF SRV | .00 | 237.48 | .00 | .00 | 237.48 | .00 |
| 7-1312-431-00-123-311-0-339 | HAVANA LOMAS #5-OTHER PROF SRV | .00 | 8.34 | .00 | .00 | 8.34 | .00 |
| 7-1312-431-00-123-834-0-339 | PALM SUBD #2-OTHER PROF SRV | .00 | 5,547.83 | 5,547.83 | .00 | .00 | 100.00 |
| 7-1312-431-00-124-260-0-339 | ENGLEMAN EST-OTHER PROF SRV | .00 | 2,382.46 | 1,720.21 | 662.25 | .00 | 100.00 |
| 7-1312-431-00-124-329-0-339 | HOEHN DRIVE SUBD-OTHER PROF SRV | .00 | 488.60 | .00 | .00 | 488.60 | .00 |
| 7-1312-431-00-124-603-0-339 | RANKIN SUBD-OTHER PROF SRV | .00 | 12,399.85 | 9,380.20 | .00 | 3,019.65 | 75.65 |
| **1312 BORDER COLONIA ACCESS PROGRAM ROUND 3** | | **.00** | **49,988.34** | **37,760.69** | **2,899.75** | **9,327.90** | **81.34** |
| **2201 SELF-FUNDED HEALTH BENEFITS** | | | | | | | |
| 7-2201-415-00-115-009-0-339 | DBM-HEALTH INS ADM-OTHER PROF SRV | 60,000.00 | 60,000.00 | 30,000.00 | 30,000.00 | .00 | 100.00 |
| **2201 SELF-FUNDED HEALTH BENEFITS** | | **60,000.00** | **60,000.00** | **30,000.00** | **30,000.00** | **.00** | **100.00** |
| **7 YEAR 2017** | | **587,458.00** | **1,612,172.61** | **486,337.00** | **306,725.56** | **819,110.05** | **49.19** |

**AI-60110** **Purchasing Department** **11. BB.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted For:** Joseph Palacios, COMM. PCT. #4 **Submitted By:** Nick Perez, COMM. PCT. #4

**Department:** COMM. PCT. #4

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**Information**

**CAPTION**

Ratification of Change Order No. 5 reflecting an increase of an additional 15 calendar days due to rain/wet days and concrete plant not being open/having a booked schedule with project contractor G&G Contractors, LLC.(C-16-226-06-20), as submitted though project engineer LeFevre Engineering & Management Consulting, LLC with supporting justification and documentation from project engineer attached herein and subject to compliance with form 1295 when/if applicable.

**BACKGROUND**

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**Fiscal Impact**

**CALENDAR YEAR:** **ACCT. #:**

**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

No fiscal impact.

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**Attachments**

1295-J-Con

Change Order No. 5

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing - Internal | Marty Salazar | 06/08/2017 05:00 PM |
| Budget & Management | Veronica Ortiz | 06/08/2017 05:05 PM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |
| Form Started By: Nick Perez | | Started On: 06/02/2017 01:01 PM |
| Final Approval Date: 06/09/2017 | | |

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



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

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
2017-220601

**Date Filed:**
06/08/2017

**Date Acknowledged:**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

RG Enterprises, LLC dba G&G Contractors
Edinburg, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

HIDALGO COUNTY

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

2016-226-06-08-YSS
Concrete Walking Trail at San Carlos CRC and Sunflower Park

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| Garza, Rene | Edinburg, TX United States | X | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

**5 Check only if there is NO Interested Party.** ☐

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

IRMA H. RODRIGUEZ
Notary Public, State of Texas
My Commission Expires
March 25, 2018

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Rene Garza, this the 08 day of June, 20 17, to certify which, witness my hand and seal of office.

| Signature of officer administering oath | Irma H Rodriguez<br>Printed name of officer administering oath | Notary<br>Title of officer administering oath |
|---|---|---|

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



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

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
2017-220601

**Date Filed:**
06/08/2017

**Date Acknowledged:**
06/08/2017

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

RG Enterprises, LLC dba G&G Contractors
Edinburg, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

HIDALGO COUNTY

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

2016-226-06-08-YSS
Concrete Walking Trail at San Carlos CRC and Sunflower Park

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| Garza, Rene | Edinburg, TX United States | X | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

**5 Check only if there is NO Interested Party.** ☐

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

# CHANGE ORDER NUMBER FIVE(5)

Project: Hidalgo County Precinct No. 4 - Concrete Walking Trails at San Carlos CRC and Sunflower Park

DATE OF ISSUANCE: 25-May-17 EFFECTIVE DATE: _____

OWNER: Hidalgo County Precinct No. 4
OWNER'S CONTRACT NO: C-16-226-06-20

CONTRACTOR: G&G Contractors
5125 S. Us Hwy 281
Edinburg, Texas 78539

ENGINEER: LeFevre Engineering
612 Nolana, Suite 520
McAllen, Texas 78572

You ar directed to make the following changes in the Contract Documents.

Description: 1. Increase 15 days of contract time (see attached justification).

| CHANGE IN CONTRACT PRICE: | | CHANGE IN CONTRACT TIME: | |
|---|---|---|---|
| Original Contract Price<br>$ $82,936.65 | | Original Contract Time for<br>Final Completion: | 45<br>calendar days or dates |
| Net Changes from previous Change Order<br>$ 20,734.16 | | Net Change from previous Change Orders | 165<br>calendar days |
| Contract Price prior to this Change Order<br>$ 103,670.81 | | Contract Time prior to this Change Order<br>Substantial Completion: | 210<br>calendar days or dates |
| Net Increase(increase) of this Change Order<br>$ 0 | | Net Increase of this Change Order | 15<br>calendar days |
| Contract Price with all approved Change Orders<br>$ 103,670.81 | Net % increase from original contract price.<br>25.00% | Contract Time with all approved Change Orders<br>Substantial Completion: | 225<br>calendar days or dates |

**RECOMMENDED:**

By: _____
Engineer (Authorized Signature)

Date: May 25, 2017

**APPROVED:**

By: _____
Owner (Authorized Signature)

Date: _____

**ACCEPTED:**

By: _____
Contractor (Authorized Signature)

Date: _____

**Exhibit E-B**

# G & G

# CONTRACTORS

711 E. WISCONSIN RD. EDINBURG, TX 78539

OFFICE: 956-259-8046 FAX: 956-283-7040


May 25, 2017

Milo,

This letter is to request an extension of time for the San Carlos Walk Trails project due to wet

| Month | Rain Days | Wet Days | Total for Month |
|---|---|---|---|
| May | 2 | 4 | 6 |

Attached is the supporting documentation. There were also delays in days that Cemex was not open, or available to provide concrete due to having a booked schedule. We are requesting an extension of 15 days. Please feel free to contact me with any questions or concerns.

Sincerely,

Rene Garza

G&G Contractors

April 2017 | View: May 2017 | June 2017

| Date | Hi/Lo | Precip | Snow | Forecast | Avg. HI / LO |
|---|---|---|---|---|---|
| Mon 5/1 | 93°/58° | 0 IN | 0 IN | | 87°/68° |
| Tue 5/2 | 89°/64° | 0 IN | 0 IN | | 88°/68° |
| Wed 5/3 | 94°/74° | 0 IN | 0 IN | | 88°/68° |
| Thu 5/4 | 88°/65° | 0 IN | 0 IN | | 88°/68° |
| Fri 5/5 | 89°/58° | 0 IN | 0 IN | | 88°/69° |
| Sat 5/6 | 91°/62° | 0 IN | 0 IN | | 88°/69° |
| Sun 5/7 | 87°/64° | 0 IN | 0 IN | | 88°/69° |
| Mon 5/8 | 82°/70° | 0 IN | 0 IN | | 88°/69° |
| Tue 5/9 | 89°/73° | 0 IN | 0 IN | | 89°/70° |
| Wed 5/10 | 91°/74° | 0.11 IN | 0 IN | | 89°/70° |
| Thu 5/11 | 93°/75° | 0 IN | 0 IN | | 89°/70° |
| Fri 5/12 | 99°/70° | 0 IN | 0 IN | | 89°/70° |
| Sat 5/13 | 94°/68° | 0.02 IN | 0 IN | | 89°/70° |
| Sun 5/14 | 94°/71° | 0 IN | 0 IN | | 90°/70° |
| Mon 5/15 | 93°/73° | 0 IN | 0 IN | | 90°/71° |
| Tue 5/16 | 92°/77° | 0 IN | 0 IN | | 90°/71° |
| Wed 5/17 | 95°/79° | 0 IN | 0 IN | | 90°/71° |
| Thu 5/18 | 92°/77° | 0 IN | 0 IN | | 90°/71° |
| Fri 5/19 | 96°/77° | 0 IN | 0 IN | | 90°/72° |
| Sat 5/20 | 93°/78° | 0.40 IN | 0 IN | | 91°/72° |
| Sun 5/21 | 95°/77° | 0 IN | 0 IN | | 91°/72° |

**2017's Top SUVs**

These Are The SUVs That You Need To See In 2017

Yahoo Search

**AI-60134** **Purchasing Department** **11. CC.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted For:** Joseph Palacios, COMM. PCT. #4 **Submitted By:** Nick Perez, COMM. PCT. #4

**Department:** COMM. PCT. #4

---

**Information**

**CAPTION**

Acceptance and approval of the following invoices in connection with Pct.#4 projects for invoice processing and payments as submitted by:
1. L&G Consulting Engineers Inc: FM 2220 Project - $2,700.00 - Invoice 11326301 / P.O. 736559;
2. L&G Consulting Engineers Inc: FM 1925 & N. Alamo Rd Project - $7,400.90 - Invoice 11326310 / P.O. 684964;
3. L&G Consulting Engineers Inc: FM 1925 WA#1 Project - $9,450.00 - Invoice 11326316 / P.O. 739761.

**BACKGROUND**

---

**Fiscal Impact**

**CALENDAR YEAR:** **ACCT. #:**

**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Each item details the Purchase Order Numbers.

---

**Attachments**

Inv 11326301
Inv 11326310
Inv 11326316

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing - Internal | Marty Salazar | 06/06/2017 04:47 PM |
| Budget & Management | Veronica Ortiz | 06/06/2017 04:47 PM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |
| Form Started By: Nick Perez | | Started On: 06/06/2017 10:48 AM |
| Final Approval Date: 06/09/2017 | | |

# L&G Engineering

June 1, 2017 **Transportation Consultants**

Commissioner Joseph Palacios
Hidalgo County Precinct 4
1051 N. Doolittle Rd
Edinburg, TX 78542

**RE: FM 2220 (Ware Road) Project - Work Authorization No. 2**
**Limits: Mile 3 to Mile 5**
**PO#736559 - L&G Project#150902**

Dear Commissioner Palacios:

We are submitting a monthly progress report in sufficient detail to support the progress of the work and in support of a request for payment. Attached for your approval is our invoice for services rendered for the month of May 2017.

- L & G's Invoice
- Exhibit C – Work Schedule

**Work Authorization #2**

| **FC 60001 ~ ROW ACQUISITION ADMINISTRATION** | | **% Complete** |
|---|---|---|
| • Project presence has been established at 900 S. Stewart Road in Mission, Texas 78572 @ L&G Engineering-Transportation Consulting Engineers Right of Way Office. The office is open during normal County and State work hours with available personnel to answer questions about the project.<br>• Project files have been created and are maintained in the office. Personnel are available on a daily basis for project meetings and determined by the County. Initial property owner list has been developed. Have negotiated title commitments and title insurance with a local, reputable title company who is available to begin work when needed.<br>• Informational letters have now been mailed to property owners.<br>• The ROW map has been submitted and approved by TXDOT.<br>• Project meetings with TXDOT have been held.<br>• L&G continues to coordinate with Appraiser and Review Appraiser for timely submission of appraisals and appraisal reviews. | **L&G** | **100%** |
| **FC 60002 ~ TITLE SERVICES** | | |
| This task is complete. | **L&G** | **100%** |
| **FC 60003 ~ APPRAISAL SERVICES** | | |
| **No Update:** Leonel Garza, Jr. & Associates has been contracted for appraisal services. L&G has now been provided with an appraisal report for parcel 3. | **L&G** | **98.3%** |

| | | |
|---|---|---|
| **FC 60004 ~ APPRAISAL REVIEW** | | |
| **No Update:** HLH Appraisal Services has been contracted for appraisal review services. We are now in receipt of reviews for the following parcels 3, 7, 11, 13, 21, 37, 38, 39, 40 and 56. | **L&G** | **98.3%** |
| **FC 60005 ~ PARCEL NEGOTIATION** | | |
| L&G continues in obtaining signed deeds with property owners. We have signed deeds for the following parcels 2, 29, and 30. | **L&G** | **95.3%** |
| **FC 60006 ~ CLOSING SERVICES** | | |
| L&G continues with payment to owners and have acquired recorded deeds for the following parcels 2, 27 and 45. | **L&G** | **78.3%** |
| **FC 60007 ~ RELOCATION** | | |
| Relocation assistance has now been offered to the following parcels 16, 21 and 32. 90 Day letters have been issued and coordination with displaces for parcel 21 are ongoing. The housing supplement for Parcel 21 has been approved by TXDOT. The 90-Day letter has been delivered to the property owner and the replacement housing payment amount along with three comparables has been made available to them.<br>**This task is now complete.** | **L&G** | **100%** |
| **FC 60030 ~ APPRAISAL SERVICES / SUB** | | |
| **No Update:** L&G has now been provided with appraisal report for parcel 3. | **LEONEL** | **98.3%** |
| **FC 60040 ~ APPRAISAL REVIEW / SUB** | | |
| **No Update:** L&G has now been provided with review reports for the following parcels 3, 7, 11, 13, 21, 37, 38, 39, 40 and 56. | **HLH** | **98.3%** |
| **FC 60101 ~ COMPENSABLE UTILITY MANAGEMENT** | | |
| This task is now complete. | **L&G** | **100%** |

Should you have any questions or require additional information, please do not hesitate to give me a call at (956) 585-1909.

Sincerely,

Luana M. Gonzalez
ROW Administrator

**L & G Consulting Engineers Inc**
**2100 W. Expressway 83**
**Mercedes, TX 78570**
**(956) 565-9813 Fax (956) 565-9018**

**INVOICE #:** 11326301
**INVOICE DATE:** 05/31/17

**BILL TO:** 84
Hidalgo County Pct #4
c/o Commission Joseph Palacios
1051 N. Doolittle Rd.
Edinburg, TX 78541

**JOB:** 150902
FM 2220 (Ware Road) Project
WA#2-Limits: Mile 3 to Mile 5
PO#736559

| DESCRIPTION | CONTRACT | PREVIOUS APPLICATIONS | CURRENT COMPLETED | TOTAL COMPLETED | % COMPL | BALANCE TO FINISH |
|---|---|---|---|---|---|---|
| Engineering services for the month of May 2017. | | | | | | |
| 60001-Row Acq. Admin | 339,000.00 | 339,000.00 | | 339,000.00 | 100.0 | |
| 60002-Title Services | 36,000.00 | 36,000.00 | | 36,000.00 | 100.0 | |
| 60003-Appraisal Serv | 30,000.00 | 29,500.00 | | 29,500.00 | 98.3 | 500.00 |
| 60004-Appraisal Revi | 21,000.00 | 20,650.00 | | 20,650.00 | 98.3 | 350.00 |
| 60005-Parcel Negotia | 210,000.00 | 198,100.00 | 2,100.00 | 200,200.00 | 95.3 | 9,800.00 |
| 60006-Closing Servic | 12,000.00 | 8,800.00 | 600.00 | 9,400.00 | 78.3 | 2,600.00 |
| 60007-Relocation | 17,000.00 | 17,000.00 | | 17,000.00 | 100.0 | |
| 60030-Aprsal Srv/SUB | 135,000.00 | 132,750.00 | | 132,750.00 | 98.3 | 2,250.00 |
| 60040-Aprsal Rvw/SUB | 27,000.00 | 26,550.00 | | 26,550.00 | 98.3 | 450.00 |
| 60101-Comp Utly Mgmn | 240,000.00 | 240,000.00 | | 240,000.00 | 100.0 | |
| TOTALS: | 1,067,000.00 | 1,048,350.00 | 2,700.00 | 1,051,050.00 | 98.5 | 15,950.00 |

| | | |
|---|---|---|
| ORIGINAL CONTRACT SUM | $ | 1,067,000.00 |
| CHANGE BY CHANGE ORDER | $ | 0.00 |
| CONTRACT SUM TO DATE | $ | 1,067,000.00 |
| TOTAL COMPLETED TO DATE | $ | 1,051,050.00 |
| LESS PREVIOUS INVOICES | $ | 1,048,350.00 |
| CURRENT PAYMENT DUE | $ | 2,700.00 |

PROJECT MANAGER'S SIGNATURE

Invoice Received By: _____ on 6/1/17
Goods/Services Received By: _____ on May 2017

7-1315-431-00-124-135-0-710
Pct.#4 40
Pur.Req.# 289743
P.O.# 736559

Client: Hidalgo County Pct. #4

**EXHIBIT C**
**Project Work Schedule**
**FM 2220 (Ware Rd)**
**From FM 1924 (Mile 3) to Mile 5 N (FM 676)**
**Length = 2.0 miles**

| TASK AND DESCRIPTION | ENTITY | 2013 | | | | | 2014 | | | | | | | | | | | 2015 | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | AUG | SEP | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC |
| **Phase I: Project Development** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **Environmental Work** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| County Hires Eng Consultant for EA Work | County | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| TxDOT's First Public Meeting | TxDOT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| TxDOT's Second Public Meeting | TxDOT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| EA Document | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Environmental Decision | TxDOT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **ROW Map** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| ROW Map Development | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **Phase II: ROW Acq (Est. 60 Parcels)** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **TxDOT Release of ROW** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| ROW Release | TxDOT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **ROW Acquisition** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Project Administration | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Coordination with County & TxDOT | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Title Commitments | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Appraisal Reports | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Appraisal Review Reports | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Appraisal Update Reports | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Approved Values by TxDOT | TxDOT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Acquisition Negotiation Offers | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Title Curative Process | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Title Commitment Updates | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Payments for Parcels | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| L&G Condemnation Support Process | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Eminent Domain Proceedings by County | County | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Title Insurance Policies | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Consumation of Outstanding Cases | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **Compensable Utilities Adjustment** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Adjust Utilities | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **Phase III: Construction** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **Project Letting** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| TxDOT Advertise for Letting | TxDOT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Let Project (Est. Earliest Date: August 2017) | TxDOT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

| TASK AND DESCRIPTION | ENTITY | 2016 | | | | | | | | | | | | 2017 | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC |
| **Phase I: Project Development** | | | | | | | | | | | | | | | | | | | | | | | | | |
| **Environmental Work** | | | | | | | | | | | | | | | | | | | | | | | | | |
| County Hires Eng Consultant for EA Work | County | | | | | | | | | | | | | | | | | | | | | | | | |
| TxDOT's First Public Meeting | TxDOT | | | | | | | | | | | | | | | | | | | | | | | | |
| TxDOT's Second Public Meeting | TxDOT | | | | | | | | | | | | | | | | | | | | | | | | |
| EA Document | L&G | | | | | | | | | | | | | | | | | | | | | | | | |
| Environmental Decision | TxDOT | | | | | | | | | | | | | | | | | | | | | | | | |
| **ROW Map** | | | | | | | | | | | | | | | | | | | | | | | | | |
| ROW Map Development | L&G | | | | | | | | | | | | | | | | | | | | | | | | |
| **Phase II: ROW Acq (Est. 60 Parcels)** | | | | | | | | | | | | | | | | | | | | | | | | | |
| **TxDOT Release of ROW** | | | | | | | | | | | | | | | | | | | | | | | | | |
| ROW Release | TxDOT | | | | | | | | | | | | | | | | | | | | | | | | |
| **ROW Acquisition** | | | | | | | | | | | | | | | | | | | | | | | | | |
| Project Administration | L&G | | | | | | | | | | | | | | | | | | | | | | | | |
| Coordination with County & TxDOT | L&G | | | | | | | | | | | | | | | | | | | | | | | | |
| Title Commitments | L&G | | | | | | | | | | | | | | | | | | | | | | | | |
| Appraisal Reports | L&G | | | | | | | | | | | | | | | | | | | | | | | | |
| Appraisal Review Reports | L&G | | | | | | | | | | | | | | | | | | | | | | | | |
| Appraisal Update Reports | L&G | | | | | | | | | | | | | | | | | | | | | | | | |
| Approved Values by TxDOT | TxDOT | | | | | | | | | | | | | | | | | | | | | | | | |
| Acquisition Negotiation Offers | L&G | | | | | | | | | | | | | | | | | | | | | | | | |
| Title Curative Process | L&G | | | | | | | | | | | | | | | | | | | | | | | | |
| Title Commitment Updates | L&G | | | | | | | | | | | | | | | | | | | | | | | | |
| Payments for Parcels | L&G | | | | | | | | | | | | | | | | | | | | | | | | |
| L&G Condemnation Support Process | L&G | | | | | | | | | | | | | | | | | | | | | | | | |
| Eminent Domain Proceedings by County | County | | | | | | | | | | | | | | | | | | | | | | | | |
| Title Insurance Policies | L&G | | | | | | | | | | | | | | | | | | | | | | | | |
| Consumation of Outstanding Cases | L&G | | | | | | | | | | | | | | | | | | | | | | | | |
| **Compensable Utilities Adjustment** | | | | | | | | | | | | | | | | | | | | | | | | | |
| Adjust Utilities | L&G | | | | | | | | | | | | | | | | | | | | | | | | |
| **Phase III: Construction** | | | | | | | | | | | | | | | | | | | | | | | | | |
| **Project Letting** | | | | | | | | | | | | | | | | | | | | | | | | | |
| TxDOT Advertise for Letting | TxDOT | | | | | | | | | | | | | | | | | | | | | | | | |
| Let Project (Est. Earliest Date: August 2017) | TxDOT | | | | | | | | | | | | | | | | | | | | | | | | |

Estimated 24 Months Construction Duration

**L&G FUNCTION**
**HIDALGO COUNTY FUNCTION**
**TXDOT FUNCTION**

2:46 PM5/23/2017

L&G Engineering
Transportation Consultants

June 1, 2017

Commissioner Joseph Palacios
Hidalgo County Precinct 4
1051 N. Doolittle Rd
Edinburg, TX 78542

**RE: FM 1925 & N. Alamo Rd. Extension - Work Authorization No. 2**
**PO#684964 - L&G Project#110602**
**CSJ: 1803-02-028, Etc.**

Dear Commissioner Palacios:

Attached for your approval is our invoice for services rendered for the month of May 2017.

- L & G's Invoice (and sub consultant invoice, if applicable)
- Exhibit C – Work Schedule

This work authorization consists of engineering services required for the preparation of the surveys, PS&E, utilities adjustments and construction management for the FM 1925 project (Part II of Phase I) from Kenyon Road East to FM 907 (Old Alamo Road.). The following is a narrative of the progress report for this work authorization.

**Work Authorization#2**

| | | |
|---|---|---|
| **FC 15001 – ROADWAY DESIGN SURVEY** | | **% Complete** |
| **NO UPDATE:** This task is complete. | **L&G** | **100%** |
| **FC 15010 – ROADWAY DESIGN SURVEY/SUB** | | |
| **NO UPDATE:** This task is complete. | **RODS** | **100%** |
| **FC 16001 – PS&E DESIGN** | | |
| **NO UPDATE:** This task is complete. | **L&G** | **100%** |
| **FC 16205 – SIGNAL DESIGN** | | |
| **NO UPDATE:** This task is complete. | **L&G** | **100%** |
| **FC 16307 – UTILITIES (PERMITTED)** | | |
| **NO UPDATE:** This task is complete. | **L&G** | **100%** |
| **32001 – CONSTRUCTION MANAGEMENT** | | |
| **UPDATE:** Contractor continues on roadway work such as flex base, rework base material and treatment of flex base and laying HMACP. Material on Hand costs were adjusted based off of materials used. L&G continues to coordinate with Ricardo Bravo, P.E., TxDOT Project Manager, to discuss monthly construction status and any issues encountered. As of April 2017, the project is 88.41% complete (dollars) and 87.73% time used (193 days of the contracted 220 days have been charged). Our office will continue to coordinate the interests of Hidalgo County with TxDOT Project Manager during the construction period of this project | **L&G** | **85%** |

Should you have any questions or require additional information, please give me a call at (956) 585-1909.

Sincerely,

Ricardo Gallaga Jr., P.E.
Project Manager

**L & G Consulting Engineers Inc**
**2100 W. Expressway 83**
**Mercedes, TX 78570**
**(956) 565-9813 Fax (956) 565-9018**

**INVOICE #:** 11326310
**INVOICE DATE:** 05/31/17

**BILL TO:** 84
Hidalgo County Pct #4
c/o Commission Joseph Palacios
1051 N. Doolittle Rd.
Edinburg, TX 78541

**JOB:** 110602
FM 1925 & N. Alamo Rd. Ext.
WA#2 - PO#684964

| DESCRIPTION | CONTRACT | PREVIOUS APPLICATIONS | CURRENT COMPLETED | TOTAL COMPLETED | % COMPL | BALANCE TO FINISH |
|---|---|---|---|---|---|---|
| Engineering services for the month of May 2017. | | | | | | |
| 15001-Rdwy Dsgn Surv | 41,218.00 | 41,218.00 | | 41,218.00 | 100.0 | |
| 15010-Rdwy Survy/Sub | 26,792.00 | 26,792.00 | | 26,792.00 | 100.0 | |
| 16001-Rdwy Design | 348,018.00 | 348,018.00 | | 348,018.00 | 100.0 | |
| 16205-Signal Design | 72,019.00 | 72,019.00 | | 72,019.00 | 100.0 | |
| 16307-Utl(Permitted) | 38,504.00 | 38,504.00 | | 38,504.00 | 100.0 | |
| 32001-Const. Mgmt | 74,009.00 | 55,506.75 | 7,400.90 | 62,907.65 | 85.0 | 11,101.35 |
| TOTALS: | 600,560.00 | 582,057.75 | 7,400.90 | 589,458.65 | 98.2 | 11,101.35 |

| | | |
|---|---|---|
| ORIGINAL CONTRACT SUM | $ | 600,560.00 |
| CHANGE BY CHANGE ORDER | $ | 0.00 |
| CONTRACT SUM TO DATE | $ | 600,560.00 |
| TOTAL COMPLETED TO DATE | $ | 589,458.65 |
| LESS PREVIOUS INVOICES | $ | 582,057.75 |
| CURRENT PAYMENT DUE | $ | 7,400.90 |

PROJECT MANAGER'S SIGNATURE

Invoice Received By: _____ on 6/1/17
Goods/Services Received By: _____ on May 2017

7-1381-431-00-124-076-0-841
7-1392-431-00-124-076-0-841
7-1341-431-00-124-076-0-841
Pct.#4 1744
Pur.Req.# 227054
P.O.# 684964

**PROJECT:** FM 1925 / North Alamo Road
**LIMITS:** from Kenyon Road to FM 907 (Old Alamo Road)
**CLIENT:** Hidalgo County

**EXHIBIT C**
**WORK SCHEDULE**

5/24/2017

| TASK AND DESCRIPTION | FIRM | | 2014 | | | | | | | | | | | | 2015 | | | | 2016 | | | | 2017 | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | JAN-MAR | APR-JUN | JUL-SEPT | OCT-DEC | JAN-MAR | APR-JUN | JUL-SEPT | OCT-DEC | JAN-MAR | APR-JUN | JUL-SEPT | OCT-DEC |
| **Work Authorization No. 1** | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **Environmental Clearance** | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Approval by TxDOT/FHWA - FONSI | L&G | | | | | | | | | | | | | | | | | | | | | | | | | |
| **ROW Clearance** | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Consumation of Cases - ROW Purchase Finalized | L&G | | | | | | | | | | | | | | | | | | | | | | | | | |
| **Work Authorization No. 2** | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **Field Surveys For Design & Construction** | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Obtain Right of Entry (Surveying) | RODS | COMPL | | | | | | | | | | | | | | | | | | | | | | | | |
| Design Surveys | RODS | COMPL | | | | | | | | | | | | | | | | | | | | | | | | |
| Update DTM & Planimetrics | RODS | COMPL | | | | | | | | | | | | | | | | | | | | | | | | |
| Provide Field Books | RODS | COMPL | | | | | | | | | | | | | | | | | | | | | | | | |
| Provide Sealed Survey Data Sheets | RODS | COMPL | | | | | | | | | | | | | | | | | | | | | | | | |
| **PS&E Development** | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Outfall Coordination with HCDD #1 | L&G | | | | | | | | | | | | | | | | | | | | | | | | | |
| 30% PS&E Submittal w/Signal Design | L&G | | | | | | | | | | | | | | | | | | | | | | | | | |
| 60% PS&E Submittal w/Signal Design | TxDOT | | | | | | | | | | | | | | | | | | | | | | | | | |
| 90% PS&E Submittal w/Signal Design | L&G | | | | | | | | | | | | | | | | | | | | | | | | | |
| TxDOT Review | L&G | | | | | | | | | | | | | | | | | | | | | | | | | |
| 95% PS&E Submittal w/Signal Design | L&G | | | | | | | | | | | | | | | | | | | | | | | | | |
| TxDOT Review | TxDOT | | | | | | | | | | | | | | | | | | | | | | | | | |
| 100% Mylars Submittal w/Signal Design | L&G | | | | | | | | | | | | | | | | | | | | | | | | | |
| TxDOT Plan Set Approval | TxDOT | | | | | | | | | | | | | | | | | | | | | | | | | |
| **Utility Coordination** | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Plan of Adjustment, Development and Review | L&G | | | | | | | | | | | | | | | | | | | | | | | | | |
| Execution of 2-Party Standard Utility Agreement | COUNTY | | | | | | | | | | | | | | | | | | | | | | | | | |
| Utility Adjustment | COUNTY | | | | | | | | | | | | | | | | | | | | | | | | | |
| **Construction Management - FM 1925** | | | | | | | | | | | | | | | | | | | | | | | | | | |
| TxDOT Let Project | TxDOT | | | | | | | | | | | | | | | | | | | | | | | | | |
| TxDOT Construction Duration | TxDOT | | | | | | | | | | | | | | | | | | UTILITY DELAY PERIOD | | | | | | | |
| L&G Construction Management | L&G | | | | | | | | | | | | | | | | | | | | | | | | | |

**L&G ENGNEERING TASK**
**TxDOT TASK**
**COUNTY TASK**

L&G Engineering
Transportation Consultants

June 1, 2017

Commissioner Joseph Palacios
Hidalgo County Precinct 4
1051 N. Doolittle Rd
Edinburg, TX 78542

**RE: FM 1925 - Work Authorization No. 1 - Limits: 1,500 Ft. W of FM 2220 to 10th St.**
**PO#739761 - L&G Project#152101**

Dear Commissioner Palacios:

We are submitting a monthly progress report in sufficient detail to support the progress of the work and in support of a request for payment. Attached for your approval is our invoice for services rendered for the month of May 2017.

- L & G's Invoice
- Exhibit C – Work Schedule

**Work Authorization #1**

| TASK | | % COMPL |
|---|---|---|
| **FC 11005 – Preliminary Compensable Utilities Identification on Schematic for Approval by TxDOT/FHWA** | | |
| **NO UPDATE:** L&G has identified the utilities present on the schematic from our database. We have placed the utility on the schematic and have begun preliminary discussions with each utility regarding property rights. | **L&G** | **90%** |
| **FC 11006 – Schematic (Roadway & Outfall)** | | |
| **NO UPDATE:** L&G has developed the 150' ROW schematic and has submitted it to TxDOT for final review. However, we are still waiting for TxDOT's traffic analysis to justify the 6-lane section. This must be received and confirmed before we can have the public meeting. | **L&G** | **90%** |
| **FC 11007 – Office Surveys for Schematic (Preliminary Ownership Identification and Property Rights)** | | |
| **NO UPDATE:** This task is complete. | **L&G** | **100%** |
| **FC 11009 – Update Schematic based on FIELD SURVEYS and ROW Map as provided by City of McAllen and comments as provide by TxDOT/County for schematic and EA update w/ FHWA** | | |
| **UPDATED:** L&G continues to update the schematic based on the ROW dedication files from Mike Rhodes as well as the preliminary comments from TxDOT. We submitted the revised plan layout to TxDOT on March 13th for TxDOT's final review and are awaiting their final comments. | **L&G** | **65%** |
| **FC 12001 – Environmental Assessment with TxDOT** | | |
| **NO UPDATE:** This task has not started. | **L&G** | **0%** |
| **FC 12002 – Public Involvement with stakeholders and 1 Public Meeting** | | |
| **UPDATED:** L&G has met with the City of McAllen and Rhodes Enterprises due to the Tres Lagos planned development along FM 1925 west of Ware Rd. L&G has coordinated the proposed ROW along FM 1925 with Rhodes Development as part of their platting process. | **L&G** | **35%** |

| | | |
|---|---|---|
| **FC 12003 – Engineering Technical Support to address Public Hearing** | | |
| **NO UPDATE:** This task has not started. | **L&G** | **0%** |
| **FC 12007 – Archeological & Historical Research** | | |
| **NO UPDATE:** This task has not started. | **L&G** | **0%** |
| **FC 12008 – Engineering Tech Support at Public Mtgs with Layouts etc** | | |
| **NO UPDATE:** This task has not started. | **L&G** | **0%** |
| **FC 12009 – Engineering Technical Support to address Public Hearing** | | |
| **NO UPDATE:** This task has not started. | **L&G** | **0%** |
| **FC 12070 – Archeological and Historical Research / SUB** | | |
| **NO UPDATE:** This task has not started. | **AmaTerra** | **0%** |
| **FC 16101 – Hydrologic Map** | | |
| **NO UPDATE:** L&G has developed a preliminary Hydrologic Map identifying the watershed areas contributing to the project. L&G has met with Mr. Raul Sesin regarding the locations of proposed outfalls needed for the project and are developing those outfall options. As such we have developed outfall schematics for Depot & Rooth roads. We continue to develop the Hydrologic Map in preparation for an upcoming public meeting. | **L&G** | **90%** |

Should you have any questions or require additional information, please do not hesitate to give me a call at (956) 585-1909.

Sincerely,

Robert Macheska, P.E., CFM
Project Manager

**L & G Consulting Engineers Inc**
**2100 W. Expressway 83**
**Mercedes, TX 78570**
**(956) 565-9813 Fax (956) 565-9018**

**INVOICE #:** 11326316
**INVOICE DATE:** 05/31/17

**BILL TO:** 84
Hidalgo County Pct #4
c/o Commission Joseph Palacios
1051 N. Doolittle Rd.
Edinburg, TX 78541

**JOB:** 152101
FM 1925 WA#1
1,500 Ft. W of FM 2220 to 10th
PO#739760 1

| DESCRIPTION | CONTRACT | PREVIOUS APPLICATIONS | CURRENT COMPLETED | TOTAL COMPLETED | % COMPL | BALANCE TO FINISH |
|---|---|---|---|---|---|---|
| Engineering services for the month of May 2017. | | | | | | |
| 11005-Prelim Comp Ut | 42,000.00 | 37,800.00 | | 37,800.00 | 90.0 | 4,200.00 |
| 11006-Design Schem | 184,100.00 | 165,690.00 | | 165,690.00 | 90.0 | 18,410.00 |
| 11007-Prelim ROW Own | 42,000.00 | 42,000.00 | | 42,000.00 | 100.0 | |
| 11009-Update Schemat | 39,000.00 | 19,500.00 | 5,850.00 | 25,350.00 | 65.0 | 13,650.00 |
| 12001-EA Reports | 153,000.00 | | | | 0.0 | 153,000.00 |
| 12002-Pub Involvment | 36,000.00 | 9,000.00 | 3,600.00 | 12,600.00 | 35.0 | 23,400.00 |
| 12003-Pub Invlmnt He | 36,000.00 | | | | 0.0 | 36,000.00 |
| 12007-Arch & Hist | 32,250.60 | | | | 0.0 | 32,250.60 |
| 12008-Eng/Pub Mtgs | 11,250.00 | | | | 0.0 | 11,250.00 |
| 12009-Eng/Pub Hearin | 36,000.00 | | | | 0.0 | 36,000.00 |
| 12070-Arch & Hist SU | 27,749.40 | | | | 0.0 | 27,749.40 |
| 16101-Hydro Map | 42,000.00 | 37,800.00 | | 37,800.00 | 90.0 | 4,200.00 |
| TOTALS: | 681,350.00 | 311,790.00 | 9,450.00 | 321,240.00 | 47.1 | 360,110.00 |

| | | |
|---|---|---|
| ORIGINAL CONTRACT SUM | $ | 681,350.00 |
| CHANGE BY CHANGE ORDER | $ | 0.00 |
| CONTRACT SUM TO DATE | $ | 681,350.00 |
| TOTAL COMPLETED TO DATE | $ | 321,240.00 |
| LESS PREVIOUS INVOICES | $ | 311,790.00 |
| CURRENT PAYMENT DUE | $ | 9,450.00 |

PROJECT MANAGER'S SIGNATURE

Invoice Received By:
Jack Pino on 6/1/17
Goods/Services Received By:
_____ on May 2017

7-1347-431-00-00-124-168-0-721
841
PCT# 142
REQ# 291709
PO# 739761

Client: Hidalgo County Precinct #4

**PROJECT DEVELOPMENT SCHEDULE**
**FM 1925 (Monte Cristo Rd)**
**From 10th Street To FM 2220 (Ware Rd)**
**Length = 2.70 miles**

| TASK AND DESCRIPTION | FIRM | 2016 | | | | | | | | | | | 2017 | | | | | | | | | | | | 2018 | | | | | | | | | | | | 2019 | | | | 2020 | | | | 2021 | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | Q1 | Q2 | Q3 | Q4 | Q1 | Q2 | Q3 | Q4 | Q1 | Q2 | Q3 | Q4 |
| **Phase I: EA, Public Involvement, Schematic** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Public Involvement | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Develop Alternatives & Matrix | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Advertise & Conduct Public Meeting | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Select TPA | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Schematic | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Develop Schematic | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Hydrologic Map | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| TxDOT Review & Revisions | TxDOT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| TxDOT Schematic Approval | TxDOT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Environmental Document | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Draft Environmental Document, Field Visits, etc... | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Submit Final Draft Document | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Agency Review & Revisions | TxDOT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Environmental Decision | TxDOT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **Phase II: PS&E, ROW Map & Acquisition** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PS&E (TO BE DONE BY TXDOT) (EST TIMELINES) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Design Survey | TxDOT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Compensable Utility Oversight | TxDOT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Outfall Coordination with HCDD #1 | TxDOT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 30% PS&E Completion | TxDOT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 60% PS&E Completion | TxDOT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 90% PS&E Completion | TxDOT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 95% PS&E Completion | TxDOT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 100% Mylars | TxDOT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| TxDOT (Austin) Plan Set Approval | TxDOT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| ROW Map | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Prepare ROW Map | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| TXDOT Review & Revisions | TxDOT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| TxDOT ROW Map Approval | TxDOT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| ROW Acquisition (56 Parcels) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| ROW Release (Dependent on Availability of Funds) | TxDOT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Project Administration | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Coordination with County & TxDOT | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Title Commitments | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Appraisal Reports | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Appraisal Review Reports | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Appraisal Update Reports | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Approved Values by TxDOT | TxDOT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Acquisition Negotiation Offers | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Title Curative Process | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Title Commitment Updates | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Payments for Parcels | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| L&G Condemnation Support Process | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Eminent Domain Proceedings by County | County | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Title Insurance Policies | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Consumation of Outstanding Cases | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **Phase III: Construction** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Let Project (Est. Earliest Date: July 2019) | TxDOT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Construction Duration | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Open To Traffic | TxDOT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

EST 28 MONTHS CONSTRUCTION

L&G FUNCTION
ENVIRONMENTAL ASSESSMENT WORK
TXDOT FUNCTION
HIDALGO COUNTY FUNCTION

8:20 AM5/23/2017

**AI-60138** **Purchasing Department** **11. DD.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted For:** Marty Salazar, PURCHASING DEPT.

**Submitted By:** Letty Saenz, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

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**Information**

**CAPTION**

Approval of Supplemental Agreement #4 - WA 1 for "Additional Services" with an "increase" of ($ 6,730.00) revising the estimated total cost to ($ 74,320.00) as submitted by project engineer, Halff Associates, Inc., under (on call) Professional Services Agreement# C-16-188-05-10 for “Building Repairs, Renovations, Alteration, Additions and/or Other Related Services to County Owned Buildings” (on an as needed basis) for Precinct 4, [Project: "Sanitation Collection Facility and "M" Road Building"].

**BACKGROUND**

SA4-WA1 - C-16-188-05-10 - Halff Assoc. Inc.- (Sanitation Facility Project)

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**Fiscal Impact**

**CALENDAR YEAR:** 2017 **ACCT. #:** 7-1100-432-00-124-162-0-334/740

**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Budget Impact Acct # 7-1100-432-00-124-162-0-334/740
Funds pending approval AI-60229

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**Attachments**

SA4-WA1-Halff (Sanitation Facility-M Rd) Pct 4
1295
PO increase

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing - Internal | Marty Salazar | 06/07/2017 05:24 PM |
| Budget & Management | Veronica Ortiz | 06/08/2017 08:13 AM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |
| Form Started By: Letty Saenz | | Started On: 06/06/2017 10:54 AM |
| Final Approval Date: 06/09/2017 | | |

# EXHIBIT "F"

**THE STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

## SUPPLEMENTAL AGREEMENT No. 4 to WORK AUTHORIZATION No. 1

**C-16-188-05-10**

TO MAIN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES for **"Building Renovation Design and Site Improvements for Hidalgo County Precinct 4 at Sanitation Collection Facility and M Road Building. "**

**THIS SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article **8** of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **HALFF ASSOCIATE INC.,** Professional Engineers of, **McAllen**, Texas, hereinafter called the "**Engineer**".

**WITNESSETH**

**WHEREAS**, the **Owner** and the **Engineer** executed the Agreement on the **10th day** of **May, 2016** and **Work Authorization No. 1** on the **10th day** of **May, 2016,** concerning Engineering for: **A/E Building Renovation Design and Site Improvements for Hidalgo County Precinct 4 Sanitation Collection Facility and M Road Building.** (Hereinafter referred to as the "Project"); and,

**WHEREAS**, Article **2.1** of the Agreement, Scopes of Work and Part I. of ***Work Authorization No. 1***, Scopes of Work establishes the Scopes of Work for ***Work Authorization No. 1***; and,

**WHEREAS**, it has become necessary to amend the contract to provide **Additional Services for Owner requested Modification to M Road Building.**

**The following is additional work needed:**

1. **Design Phase Services $3,965.00**
2. **Cost Procurement Services $ 835.00**
3. **Construction Phase Services $1,930 .00**

**NOW THEREFORE**, premises considered, the **Owner** and the **Engineer** agree that said ***Work Authorization No. 1*** of the Agreement is amended as follows:

I. Part of Work Authorization No. 1; Scopes of Work is revised to provide **Additional Services for Owner requested Modification to M Road Building.**

**The following is additional work needed:**

1. **Design Phase Services $3,965.00**
2. **Cost Procurement Services $ 835.00**
3. **Construction Phase Services $1,930.00**

II. Part 2. of Work Authorization No. 1; Estimated Cost is to be paid as a lump sum based on Contract Rates established in Exhibit "D" of the Agreement. Refer to main agreement, Article 9, Additional Services.

**NOW THEREFORE**, Work Authorization No. 1is increased by **$6,730.00** to a revised total of **$ 74,320.00.**

**IN WITNESS WHEREOF**, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of **June , 2017**.

**THE ENGINEER:**
**HALFF ASSOCIATES, INC.**

**BY:**_____
**Menton J. Murray, III, PE, LEED AP/ Vice President**

**THE OWNER:**
**HIDALGO COUNTY**

**BY:**_____
Ramon Garcia, County Judge

**LIST OF ATTACHMENTS**

- Exhibit "D" Lump Sum Cost Proposal
- Exhibit "C" Work Schedule

# EXHIBIT C
## -Work Schedule

A detailed work schedule for each **Work Authorization**, identified and more particularly described in **Article 7** of this Agreement, shall be prepared by the **Engineer** to be submitted and approved by the Owner in writing for each **Work Authorization**. The work schedule will provide specific work sequence and definite review times by the **Owner** and the **Engineer** of the work performed.

The **Engineer** will diligently pursue the completion of each **Work Authorization** as defined by the milestones and deliverable due dates outlined in each **Work Authorization**'s associated work schedule.

The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established work schedule.

| | |
|---|---|
| **NTP:** | **06/27/2017** |
| **Design** | **07/03/2017** |
| **Change Order: Procure\Negotiate\ Price** | **07/20/2017** |
| **Commissioner's Approval** | **07/25/201** |
| **Construction** | **10 Weeks** |

# EXHIBIT D
## Cost Proposal

**Provide Electrical Engineering and facility modification for relocation of electrical equipment located in basement flood areas. Electrical design of optional New Generator Emergency System.**

| | |
|---|---|
| **Phase 1** | |
| • **Building Renovation Design and Site Improvements** | **29,810.00** |
| ○ **Sub-Contract Chanin Engineering** | **7,500.00** |
| ○ **Sub-Contract C. Gonzalez RAS** | **1,650.00** |
| | **38,960.00** |
| **Phase 2** | |
| • **Bid Phase Services** | **3,280.00** |
| **Phase 3** | |
| • **Construction Phase Services** | **7,715.00** |
| **Supplemental Agreement No. 1** | |
| • **Additional Service Sub-Contract Chanin Engineering** | **1,500.00** |
| • **Additional Service Engineering Services** | **500.00** |
| | **2,000.00** |
| **Supplemental Agreement No. 2** | |
| • **Additional Asbestos testing (Sub-Consultant TSEC)** | **685.00** |
| • **Administrative Services** | **310.00** |
| | **995.00** |
| **Supplemental Agreement No. 3** | |
| • Additional Service Owner requested Modification to M Road | |
| 1. Design Phase Services | 9,190.00 |
| 2. Cost Procurement Services | 1,265.00 |
| 3. Construction Phase Services | 4,185.00 |
| | 14,640.00 |
| **Supplemental Agreement No. 4** | |
| • Additional Service Owner requested Modification to M Road | |
| 1. Design Phase Services | 3,965.00 |
| 2. Cost Procurement Services | 835.00 |
| 3. Construction Phase Services | 1,930.00 |
| | 6,730.00 |
| **Total:** | **$74,320.00** |

**Halff Associates, Inc.**

**Fee Schedule-Hidalgo County Sanitation Collection and M Road Building Modifications**

**HIDALGO COUNTY 2015 On-Call Contract No: C16-188-05-10, Supplement #4**

| | Project Manager | PE | EIT | Designer | Contract Admin | CAD Tech | Clerical | 2-Man Survey Crew | Sub-Consultant | TOTAL (HOURS) | TOTAL ($) |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Contracted Rate:** | **$215** | **$170** | **$130** | **$85** | **$95** | **$65** | **$60** | **$155** | | | |
| **Design Phase** | | | | | | | | | | | |
| Scoping Establishment & Options | 2 | | | 2 | | | | | | 4 | $600.00 |
| Emergency Power System Design | | 4 | | 20 | | | | | | 24 | $2,380.00 |
| Generator and ATS Specification | | 1 | | | | | | | | 1 | $170.00 |
| Structural Coordination | | | | 2 | | | | | | 2 | $170.00 |
| Issue ESI | | | | 1 | | | 1 | | | 2 | $145.00 |
| | | | | | | | | | | 0 | $0.00 |
| | | | | | | | | | | 0 | $0.00 |
| | | | | | | | | | | 0 | $0.00 |
| | | | | | | | | | | 0 | $0.00 |
| | | | | | | | | | | 0 | $0.00 |
| | | | | | | | | | | 0 | $0.00 |
| | | | | | | | | | | 0 | $0.00 |
| | | | | | | | | | | 0 | $0.00 |
| | | | | | | | | | | 0 | $0.00 |
| | | | | | | | | | | 0 | $0.00 |
| | | | | | | | | | | 0 | $0.00 |
| | | | | | | | | | | 0 | $0.00 |
| | | | | | | | | | | 0 | $0.00 |
| **Sub-Consultant Costs: Chanin Engineering** | | | | | | | | | **$500** | | $500.00 |
| **Phase I Design Sub-Total (Hours)** | **2** | **5** | **0** | **25** | **0** | **0** | **1** | **0** | | **33** | |
| **Phase I Design Sub-Total ($)** | **$430** | **$850** | **$0** | **$2,125** | **$0** | **$0** | **$60** | **$0** | **$500** | | **$3,965.00** |
| **Phase 2** | | | | | | | | | | | |
| **Cost Procurement Services** | | | | | | | | | | | |
| Obtain Pricing and Review | 2 | | | | | | | | | 2 | $430.00 |
| Change Order Preparation | 1 | | | | 2 | | | | | 3 | $405.00 |
| | | | | | | | | | | 0 | $0.00 |
| **Phase 2 Bid Sub-Total (Hours)** | **3** | **0** | **0** | **0** | **2** | **0** | **0** | **0** | | **5** | |
| **Phase 2 Bid Sub-Total ($)** | **$645** | **$0** | **$0** | **$0** | **$190** | **$0** | **$0** | **$0** | **$0** | | **$835.00** |
| **Phase 3** | | | | | | | | | | | |
| **Construction Phase Services** | | | | | | | | | | | |
| Addtl Construction Meetings (1) | | | | 2 | | | | | | 2 | $170.00 |
| Review Additional Submittals | | 1 | | 4 | | | | | | 5 | $510.00 |
| Review Additional Payment Applications | | | | 2 | | | | | | 2 | $170.00 |
| CA Phase Administrative Support | | | | | 2 | | 2 | | | 4 | $310.00 |
| Additional Field Observations(1 Field Meetings) | | | | 2 | | | | | | 2 | $170.00 |
| additional Punch List and Final Observation | 2 | | | 2 | | | | | | 4 | $600.00 |
| **Phase 3 Construction Admin Sub-Total (Hours)** | **2** | **1** | **0** | **12** | **2** | **0** | **2** | **0** | | **19** | |
| **Phase 3 Construction Admin Sub-Total ($)** | **$430** | **$170** | **$0** | **$1,020** | **$190** | **$0** | **$120** | **$0** | **$0** | | **$1,930.00** |
| **TOTAL HOURS (PRIME CONSULTANT)** | **7** | **6** | **0** | **37** | **4** | **0** | **3** | **0** | **0** | **57** | |
| **TOTAL EXPENSES** | | | | | | | | | | | |
| **TOTAL LABOR PLUS EXPENSES** | | | | | | | | | | | **$6,730.00** |

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



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

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
2017-219259

**Date Filed:**
06/06/2017

**Date Acknowledged:**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Halff Associates, Inc.
McAllen , TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Hidalgo County Precinct No. 4

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

C-16-188-05-10
Professional Engineering Services

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| Tanksley, Dan | Richardson, TX United States | X | |
| Skipwith, Walter | Richardson, TX United States | X | |
| Murray, Menton | McAllen, TX United States | X | |
| Plugge, Roman | Richardson, TX United States | X | |
| Molloy, Martin | Richardson, TX United States | X | |
| Moya, Mike | Austin, TX United States | X | |
| Kuhn, Greg | Richardson, TX United States | X | |
| Kunz, Pat | Richardson, TX United States | X | |
| Killen, Russell | Richardson, TX United States | X | |
| Ickert , Andrew | Fort Worth, TX United States | X | |
| Jackson, Todd | Austin, TX United States | X | |
| Craig, Matthew | Richardson, TX United States | X | |
| Adams, Bobby | Houston, TX United States | X | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

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C-16-188-05-10
Professional Engineering Services

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

**5 Check only if there is NO Interested Party.** ☐

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

ALMA A. GALVAN
Notary Public
State of Texas
My Comm. Expires 10-19-2019

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Menton Murray, this the 6th day of June, 20 17, to certify which, witness my hand and seal of office.

| Alma A. Galvan | Alma A. Galvan | Notary Public |
|---|---|---|
| Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath |

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**FORM 1295**



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**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Hidalgo County Precinct No. 4

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

C-16-188-05-10
Professional Engineering Services

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| Tanksley, Dan | Richardson, TX United States | X | |
| Skipwith, Walter | Richardson, TX United States | X | |
| Murray, Menton | McAllen, TX United States | X | |
| Plugge, Roman | Richardson, TX United States | X | |
| Molloy, Martin | Richardson, TX United States | X | |
| Moya, Mike | Austin, TX United States | X | |
| Kuhn, Greg | Richardson, TX United States | X | |
| Kunz, Pat | Richardson, TX United States | X | |
| Killen, Russell | Richardson, TX United States | X | |
| Ickert , Andrew | Fort Worth, TX United States | X | |
| Jackson, Todd | Austin, TX United States | X | |
| Craig, Matthew | Richardson, TX United States | X | |
| Adams, Bobby | Houston, TX United States | X | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



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

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
2017-219259

**Date Filed:**
06/06/2017

**Date Acknowledged:**
06/07/2017

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Halff Associates, Inc.
McAllen , TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Hidalgo County Precinct No. 4

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

C-16-188-05-10
Professional Engineering Services

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

**5 Check only if there is NO Interested Party.** ☐

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

# PURCHASE ORDER INCREASE
# COUNTY OF HIDALGO

Department: Hidalgo Pct. #4
Contact Name: Nick Pérez
Telephone # (956) 383-3112

Purchase Order Number: **745734**
Increase # 4 for this Purchase Order
Procurement Method:

- ❑ Contract # C-16-188-05-10
- ❑ Cooperative Awarded Vendor (TBPC State Award, TCPN, TASB-Buyboard)
- ❑ Quotes over $1,000.00 (verbal quotes)
- ❑ Quotes over $5,000.00 (attach written quotes)

**TO:** Vendor Number: 221562
Vendor Name: HALFF ASSOCIATES
Address: 5000 WEST MILITARY HIGHWAY
MCALLEN, TX 78503

Increase Purchase Order for the following items:

| Quantity | UOM | Description | NIGP | Unit Price | Amount |
|---|---|---|---|---|---|
| | | *Amount of Original Purchase Order* | | | $ 38,960.00 |
| 1 | EA | P.O. Increase # 4<br>Supplemental Agreement #4 - WA 1 for "Additional Services" with an "increase" of ($ 6,730.00)<br>CC Approval 06/13/2017<br>AI-60138 | 92537 | | $ 6,730.00 |
| | | *Amount of Increase Request* | | | $ 6,730.00 |
| | | *TOTAL AMOUNT* | | | $ 74,320.00 |

Account Number: **7-1100-432-00-124-162-0-740**
Liquidated: _____
Available: _____

Reason: **P.O. Increase needed for Supplemental Agreement #4 - WA 1 for "Additional Services" with an "increase" of ($ 6,730.00). Design Phase-Cost Procurement-Construction Phase.**

Authorization: Joseph Palacios — Department Head — 6/8/17 — Date

Reviewed by: _____ Purchasing Department — _____ Date

Approved By: _____ Purchasing Agent — _____ Date

Approved By: _____ Hidalgo County Auditor — _____ Date

**AI-60142** **Purchasing Department** **11. EE.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted For:** Norma Ceballos, COMM. PCT. #3

**Submitted By:** Norma Ceballos, COMM. PCT. #3

**Department:** COMM. PCT. #3

---

**Information**

**CAPTION**

Acceptance and approval of the following invoices (for processing and payment) as submitted by contracted/project engineer, L&G Consulting Engineers Inc.:

1. Invoice No. 11326308 La Homa ROW -WA # 1 - $4,320.00
2. Invoice No. 11326309 South Detention Basin Project - $10,500.06
3. Invoice No. 11326302 Mile 3 Phase III - WA #3 - $12,500.00
4. Invoice No. 11326305 Veterans Blvd. Project - WA #1 - $9,527.76
5. Invoice No. 11326315 Liberty Road Project - WA #3 - $77,852.75
6. Invoice No. 11326319 FM 494 Shary Rd. - WA #2 - $32,400.00

**BACKGROUND**

Funding:
PO #671613 - La Homa ROW WA#1
PO #735730 - South Detention Basin Project
PO #760253 - Mile 3 Phase III WA #3
PO #735582 - Veterans Blvd Project WA #1
PO #735526 - Liberty Road Project WA #3
PO #758025 - FM 494 Shary Rd. WA #2

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**Fiscal Impact**

**CALENDAR YEAR:** 2017 **ACCT. #:** 7-1342-431-00-123-045-0-841

**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Funds available as of 6/8/17 through PO#671613

**CALENDAR YEAR:** 2017 **ACCT. #:** 7-1347-431-00-123-117-0-723

**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Funds available as of 6/8/17 through PO# 735730

**CALENDAR YEAR:** 2017 **ACCT. #:** 7-1347-431-00-123-051-0-841

**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Funds available as of 6/8/17 through PO# 760253

**CALENDAR YEAR:** 2017 **ACCT. #:** 7-1XXX-431-00-123-107-0-841

**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Funds available as of 6/8/17 through PO# 735582

**CALENDAR YEAR:** 2017 **ACCT. #:** 7-1347-431-00-123-100-0-841

**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Funds available as of 6/8/17 through PO# 735526

**CALENDAR YEAR:** 2017 **ACCT. #:** 7-1350-431-00-123-105-0-841

**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Funds available as of 6/8/17 through PO# 758025

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**Attachments**

May 2017 Invoices

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing - Internal | Marty Salazar | 06/06/2017 04:50 PM |
| Budget & Management | Veronica Ortiz | 06/06/2017 04:52 PM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |
| Form Started By: Norma Ceballos | | Started On: 06/06/2017 12:35 PM |
| Final Approval Date: 06/09/2017 | | |

**L & G Consulting Engineers Inc**
**2100 W. Expressway 83**
**Mercedes, TX 78570**
**(956) 565-9813 Fax (956) 565-9018**

**INVOICE #:** 11326308
**INVOICE DATE:** 05/31/17

SIGN:
REQ# 211011
PO# 671613

**BILL TO:** 08
Hidalgo County Pct. #3
724 N. Breyfogle
Mission, TX 78572

**JOB:** 120101
La Homa ROW - WA#1
Limits: SH495 to FM 1924
PO#671613

| DESCRIPTION | CONTRACT | PREVIOUS APPLICATIONS | CURRENT COMPLETED | TOTAL COMPLETED | % COMPL | BALANCE TO FINISH |
|---|---|---|---|---|---|---|
| Engineering services for the month of May 2017. | | | | | | |
| 32001-Const Mgmt | 108,000.00 | 32,400.00 | 4,320.00 | 36,720.00 | 34.0 | 71,280.00 |
| 60000-Row Acq. Admin | 329,000.00 | 329,000.00 | | 329,000.00 | 100.0 | |
| 60100-Title Services | 42,000.00 | 42,000.00 | | 42,000.00 | 100.0 | |
| 60200-Appraisal Srv | 49,000.00 | 49,000.00 | | 49,000.00 | 100.0 | |
| 60220-Appraisal Srv | 140,000.00 | 140,000.00 | | 140,000.00 | 100.0 | |
| 60300-Appraisal Rvw | 24,500.00 | 24,500.00 | | 24,500.00 | 100.0 | |
| 60330-Appraisal Rev | 31,500.00 | 31,500.00 | | 31,500.00 | 100.0 | |
| 60400-Parcel Negtion | 245,000.00 | 245,000.00 | | 245,000.00 | 100.0 | |
| 60500-Clsng Srvs Fee | 14,000.00 | 14,000.00 | | 14,000.00 | 100.0 | |
| TOTALS: | 983,000.00 | 907,400.00 | 4,320.00 | 911,720.00 | 92.7 | 71,280.00 |

PROJECT MANAGER'S SIGNATURE

| | | |
|---|---|---|
| ORIGINAL CONTRACT SUM | $ | 983,000.00 |
| CHANGE BY CHANGE ORDER | $ | 0.00 |
| CONTRACT SUM TO DATE | $ | 983,000.00 |
| TOTAL COMPLETED TO DATE | $ | 911,720.00 |
| LESS PREVIOUS INVOICES | $ | 907,400.00 |
| CURRENT PAYMENT DUE | $ | 4,320.00 |

INVOICE RECEIVED BY
_____ ON 6/6/17
GOODS/SERVICES RECEIVED BY
_____ ON 5/31/17

1-1342-431-00-123-045-0-841

**L & G Consulting Engineers Inc**
**2100 W. Expressway 83**
**Mercedes, TX 78570**
**(956) 565-9813 Fax (956) 565-9018**

**INVOICE #:** 11326309
**INVOICE DATE:** 05/31/17

SIGN: _____
REQ# 251073
PO# 735730

**BILL TO:** 08
Hidalgo County Pct. #3
724 N. Breyfogle
Mission, TX 78572

**JOB:** 151701
South Detention Basin Project
WA#1 - PO#735730

Engineering services for the month of May 2017.

| DESCRIPTION | CONTRACT | PREVIOUS APPLICATIONS | CURRENT COMPLETED | TOTAL COMPLETED | % COMPL | BALANCE TO FINISH |
|---|---|---|---|---|---|---|
| 32001-Const. Mgmt | 45,001.02 | 45,001.02 | | 45,001.02 | 100.0 | |
| 32002-Const. Inspect | 180,004.08 | 63,001.02 | 9,000.06 | 72,001.08 | 40.0 | 108,003.00 |
| 33002-Material Test | 30,000.00 | 10,500.00 | 1,500.00 | 12,000.00 | 40.0 | 18,000.00 |
| TOTALS: | 255,005.10 | 118,502.04 | 10,500.06 | 129,002.10 | 50.6 | 126,003.00 |

| | | |
|---|---|---|
| ORIGINAL CONTRACT SUM | $ | 255,005.10 |
| CHANGE BY CHANGE ORDER | $ | 0.00 |
| CONTRACT SUM TO DATE | $ | 255,005.10 |
| TOTAL COMPLETED TO DATE | $ | 129,002.10 |
| LESS PREVIOUS INVOICES | $ | 118,502.04 |
| CURRENT PAYMENT DUE | $ | 10,500.06 |

PROJECT MANAGER'S SIGNATURE

INVOICE RECEIVED BY
TBC ON 6/6/17
GOODS/SERVICES RECEIVED BY
Conn Flour ON 5/31/17

7-1345-431.00-123-117-0-723

**L & G Consulting Engineers Inc**
**2100 W. Expressway 83**
**Mercedes, TX 78570**
**(956) 565-9813 Fax (956) 565-9018**

**INVOICE #:** 11326302
**INVOICE DATE:** 05/31/17

SIGN:
REQ# 340127
PO# 760253

**BILL TO:** 08
Hidalgo County Pct. #3
724 N. Breyfogle
Mission, TX 78572

**JOB:** 131003
Mile 3 Phase III - WA#3
Limits: Tom Gill Rd to FM 492
PO #760253

| DESCRIPTION | CONTRACT | PREVIOUS APPLICATIONS | CURRENT COMPLETED | TOTAL COMPLETED | % COMPL | BALANCE TO FINISH |
|---|---|---|---|---|---|---|
| Engineering services for the month of May 2017. | | | | | | |
| 13002-ROW Mapping | 47,200.00 | 9,440.00 | | 9,440.00 | 20.0 | 37,760.00 |
| 13020-ROW Map/Sub | 150,400.00 | 30,080.00 | | 30,080.00 | 20.0 | 120,320.00 |
| 16104-Outfall Dsgn | 50,000.00 | 25,000.00 | 12,500.00 | 37,500.00 | 75.0 | 12,500.00 |
| TOTALS: | 247,600.00 | 64,520.00 | 12,500.00 | 77,020.00 | 31.1 | 170,580.00 |

| | | |
|---|---|---|
| ORIGINAL CONTRACT SUM | $ | 247,600.00 |
| CHANGE BY CHANGE ORDER | $ | 0.00 |
| CONTRACT SUM TO DATE | $ | 247,600.00 |
| TOTAL COMPLETED TO DATE | $ | 77,020.00 |
| LESS PREVIOUS INVOICES | $ | 64,520.00 |
| CURRENT PAYMENT DUE | $ | 12,500.00 |

PROJECT MANAGER'S SIGNATURE

INVOICE RECEIVED BY
ON 6/6/17
GOODS/SERVICES RECEIVED BY
ON 5/31/17
7-B47-431-00-123-051-0-841

**L & G Consulting Engineers Inc**
**2100 W. Expressway 83**
**Mercedes, TX 78570**
**(956) 565-9813 Fax (956) 565-9018**

**INVOICE #:** 11326305
**INVOICE DATE:** 05/31/17

**SIGN:**
REQ# 288580
PO# 735582

**BILL TO:** 08
Hidalgo County Pct. #3
724 N. Breyfogle
Mission, TX 78572

**JOB:** 151801
Veterans Blvd. Project WA#1
Limits: Abram Rd to La Homa Rd
PO#735582

| DESCRIPTION | CONTRACT | PREVIOUS APPLICATIONS | CURRENT COMPLETED | TOTAL COMPLETED | % COMPL | BALANCE TO FINISH |
|---|---|---|---|---|---|---|
| Engineering services for the month of May 2017. | | | | | | |
| 11002-Schm Roadway | 149,040.00 | 141,588.00 | | 141,588.00 | 95.0 | 7,452.00 |
| 11004-Dsgn Schm Irri | 33,000.00 | 33,000.00 | | 33,000.00 | 100.0 | |
| 11005-Pre Comp Utilt | 54,000.00 | 54,000.00 | | 54,000.00 | 100.0 | |
| 11006-Dsgn Schm Outf | 99,000.00 | 94,050.00 | | 94,050.00 | 95.0 | 4,950.00 |
| 11007-Office Srvy Sh | 42,000.00 | 42,000.00 | | 42,000.00 | 100.0 | |
| 11008-Schm TxDOT Rev | 48,000.00 | 45,600.00 | | 45,600.00 | 95.0 | 2,400.00 |
| 12001-EA Reports | 149,850.00 | 142,357.50 | | 142,357.50 | 95.0 | 7,492.50 |
| 12002-Pub Involv-PM | 41,625.00 | 41,625.00 | | 41,625.00 | 100.0 | |
| 12003-Pub Involv-PH | 41,625.00 | 20,812.50 | | 20,812.50 | 50.0 | 20,812.50 |
| 12007-Arch & Hist | 36,656.80 | 32,991.12 | 3,665.68 | 36,656.80 | 100.0 | |
| 12008-Eng Supp Pub M | 31,500.00 | 31,500.00 | | 31,500.00 | 100.0 | |
| 12009-Eng Supp Pub H | 22,500.00 | 11,250.00 | | 11,250.00 | 50.0 | 11,250.00 |
| 12070-Arch & Hist/SU | 28,343.20 | 10,471.83 | 5,862.08 | 16,333.91 | 57.6 | 12,009.29 |
| 16101-Hydro Map | 66,000.00 | 62,700.00 | | 62,700.00 | 95.0 | 3,300.00 |
| TOTALS: | 843,140.00 | 763,945.95 | 9,527.76 | 773,473.71 | 91.7 | 69,666.29 |

| | | |
|---|---|---|
| ORIGINAL CONTRACT SUM | $ | 843,140.00 |
| CHANGE BY CHANGE ORDER | $ | 0.00 |
| CONTRACT SUM TO DATE | $ | 843,140.00 |
| TOTAL COMPLETED TO DATE | $ | 773,473.71 |
| LESS PREVIOUS INVOICES | $ | 763,945.95 |
| CURRENT PAYMENT DUE | $ | 9,527.76 |

PROJECT MANAGER'S SIGNATURE

INVOICE RECEIVED BY
_____ ON 6/6/17
GOODS/SERVICES RECEIVED BY
Con Flow ON 5-31-17

7-1345-431-00-123-107-0-841
7-1200-431-00-123-107-0-841

**L & G Consulting Engineers Inc**
**2100 W. Expressway 83**
**Mercedes, TX 78570**
**(956) 565-9813 Fax (956) 565-9018**

**INVOICE #:** 11326315
**INVOICE DATE:** 05/31/17

SIGN: _____
REQ# 268271
PO# 735526

**BILL TO:** 08
Hidalgo County Pct. #3
724 N. Breyfogle
Mission, TX 78572

**JOB:** 120803
Liberty Road Project WA#3
PO#735526

| DESCRIPTION | CONTRACT | PREVIOUS APPLICATIONS | CURRENT COMPLETED | TOTAL COMPLETED | % COMPL | BALANCE TO FINISH |
|---|---|---|---|---|---|---|
| Engineering services for the month of May 2017. | | | | | | |
| 13002-ROW Mapping | 21,600.00 | 19,440.00 | | 19,440.00 | 90.0 | 2,160.00 |
| 13020-ROW Map/Sub | 69,600.00 | 62,640.00 | | 62,640.00 | 90.0 | 6,960.00 |
| 15006-Field Surverys | 436.00 | 392.40 | | 392.40 | 90.0 | 43.60 |
| 15060-Field Srvys/SU | 114,764.00 | 100,966.00 | | 100,966.00 | 88.0 | 13,798.00 |
| 16001-Roadway Design | 302,400.00 | 241,920.00 | 15,120.00 | 257,040.00 | 85.0 | 45,360.00 |
| 16006-Plans to TxDot | 24,555.86 | | | | 0.0 | 24,555.86 |
| 16102-Hydro Design | 136,080.00 | 102,060.00 | 6,804.00 | 108,864.00 | 80.0 | 27,216.00 |
| 16201-Sign Pvmnt Mrk | 60,480.00 | 45,360.00 | 3,024.00 | 48,384.00 | 80.0 | 12,096.00 |
| 16205-Signal Design | 75,600.00 | 30,240.00 | 7,560.00 | 37,800.00 | 50.0 | 37,800.00 |
| 16250-Sgnl Dsgn/SUB | 78,944.14 | 30,714.79 | 9,380.75 | 40,095.54 | 50.8 | 38,848.60 |
| 16302-Traf Cntrl Pln | 60,480.00 | 45,360.00 | 3,024.00 | 48,384.00 | 80.0 | 12,096.00 |
| 16304-Irrigation | 60,480.00 | 45,360.00 | 3,024.00 | 48,384.00 | 80.0 | 12,096.00 |
| 16306-Qty Specs DCIS | 60,480.00 | 36,288.00 | 12,096.00 | 48,384.00 | 80.0 | 12,096.00 |
| 16308-Permited Utili | 43,200.00 | 30,240.00 | 4,320.00 | 34,560.00 | 80.0 | 8,640.00 |
| 17002-Brdg & Siphon | 135,000.00 | 81,000.00 | 13,500.00 | 94,500.00 | 70.0 | 40,500.00 |
| 33001-Geotechnical | 60,000.00 | 39,000.00 | | 39,000.00 | 65.0 | 21,000.00 |
| 60001-ROW Admin Aqui | 142,800.00 | | | | 0.0 | 142,800.00 |
| 60002-Title Services | 14,400.00 | | | | 0.0 | 14,400.00 |
| 60003-Appraisal Serv | 66,000.00 | | | | 0.0 | 66,000.00 |
| 60004-Appraisal Revw | 19,200.00 | | | | 0.0 | 19,200.00 |
| 60005-Parcel Negotia | 84,000.00 | | | | 0.0 | 84,000.00 |
| 60006-Closing Servic | 4,800.00 | | | | 0.0 | 4,800.00 |
| 60100 Comp Utily Mgt | 162,000.00 | 97,200.00 | | 97,200.00 | 60.0 | 64,800.00 |
| TOTALS: | 1,797,300.00 | 1,008,181.19 | 77,852.75 | 1,086,033.94 | 60.4 | 711,266.06 |

INVOICE RECEIVED BY _____ ON 6/6/17

7-1347-431-00123-100-0-841

GOODS/SERVICES RECEIVED BY _____ ON 5/31/17

PROJECT MANAGER'S SIGNATURE

| | | |
|---|---|---|
| ORIGINAL CONTRACT SUM | $ | 1,797,300.00 |
| CHANGE BY CHANGE ORDER | $ | 0.00 |
| CONTRACT SUM TO DATE | $ | 1,797,300.00 |
| TOTAL COMPLETED TO DATE | $ | 1,086,033.94 |
| LESS PREVIOUS INVOICES | $ | 1,008,181.19 |
| CURRENT PAYMENT DUE | $ | 77,852.75 |

**L & G Consulting Engineers Inc**
**2100 W. Expressway 83**
**Mercedes, TX 78570**
**(956) 565-9813 Fax (956) 565-9018**

**INVOICE #:** 11326319
**INVOICE DATE:** 05/31/17

SIGN: _____
REQ# 315495
PO# 75825

**BILL TO:** 08
Hidalgo County Pct. #3
724 N. Breyfogle
Mission, TX 78572

**JOB:** 131202
FM 494 Shary Rd. WA#2
Limits:(FM 676 to SH 107)

| DESCRIPTION | CONTRACT | PREVIOUS APPLICATIONS | CURRENT COMPLETED | TOTAL COMPLETED | % COMPL | BALANCE TO FINISH |
|---|---|---|---|---|---|---|
| Engineering services for the month of May 2017. | | | | | | |
| 13002-ROW Mapping | 36,000.00 | 7,200.00 | 3,600.00 | 10,800.00 | 30.0 | 25,200.00 |
| 13020-ROW Map/Sub | 192,000.00 | 28,800.00 | 28,800.00 | 57,600.00 | 30.0 | 134,400.00 |
| TOTALS: | 228,000.00 | 36,000.00 | 32,400.00 | 68,400.00 | 30.0 | 159,600.00 |

PROJECT MANAGER'S SIGNATURE

| | | |
|---|---|---|
| ORIGINAL CONTRACT SUM | $ | 228,000.00 |
| CHANGE BY CHANGE ORDER | $ | 0.00 |
| CONTRACT SUM TO DATE | $ | 228,000.00 |
| TOTAL COMPLETED TO DATE | $ | 68,400.00 |
| LESS PREVIOUS INVOICES | $ | 36,000.00 |
| CURRENT PAYMENT DUE | $ | 32,400.00 |

INVOICE RECEIVED BY
MDV ON 6/6/17
GOODS/SERVICES RECEIVED BY
Cam Flores ON 5/31/17

1-1350-431-00-123-105-0-841

**AI-60153** **Purchasing Department** **11. FF.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted For:** Norma Ceballos, COMM. PCT. #3

**Submitted By:** Norma Ceballos, COMM. PCT. #3

**Department:** COMM. PCT. #3

---

## Information

**CAPTION**

Approval of Payment Application No. 6 in the amount of $462,181.10 submitted by L&G Construction, awarded contractor for Precinct 3 "South Detention Basin" project as certified for payment by project Engineer, L&G Engineer, C-16-161-08-09.

**BACKGROUND**

---

## Fiscal Impact

**CALENDAR YEAR:** 2017 **ACCT. #:** 7-13XX-431-00-123-117-0-723

**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Funding available as of 06/07/2017 through po# 749967.

---

## Attachments

Invoice - Pay Application 6

---

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing - Internal | Marty Salazar | 06/06/2017 04:52 PM |
| Budget & Management | Veronica Ortiz | 06/06/2017 04:53 PM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |
| Form Started By: Norma Ceballos | | Started On: 06/06/2017 02:52 PM |
| Final Approval Date: 06/09/2017 | | |

SIGN: _____
REQ# 305774
PO# 74996?

| | | | |
|---|---|---|---|
| Project: | Sounth Detention Basin | Contract # | C 16-161-08-09 |
| Owner: | Hidalgo County | Pay Application: | 6 |
| Engineer: | L&G Engineer | | |
| Contractor: | L&G Construction<br>2100 W. Exp 83<br>Merceces, Tx 78570 | | |

Payment Period From: 05/01/17 - 05/31/17

SUMMARY OF PAYMENT ESTIMATE VALUES FROM ATTACHED TABULATIONS

| | |
|---|---|
| Original Contract Amount | $4,645,975.00 |
| Approved Change Orders | $16,266.00 |
| Current Contract Amount | $4,662,241.00 |
| Total Value of Original Contract Performed | $2,008,634.03 |
| Attachment "A" consisting of ____ pages | |
| Approved Change Orders | $16,266.00 |
| Attachment "B" consisting of ____ pages | |
| Materials On Hand | $231,868.98 |
| Attachment "C" consisting of _____ pages | |
| Total Work Completed & Stored | $2,240,503.01 |
| Less Amount Retained at 5% | $112,025.15 |
| Net Amount Earned on Contract | $2,128,477.86 |
| Less Amount of Previous Payments | $1,666,296.76 |
| BALANCE DUE THIS STATEMENT | $462,181.10 |
| Percentage of Contract Paid to Date | 45.65% |

The undersigned Contractor certifies that all work, including materials on hand, covered by this Periodical Payment have been completed or delivered in accordance with Contract Documents, that all amounts have been paid for work, materials, and equipment for which previous Periodical Payments were issued and received from the Owner, and that the current payment shown herein is now due.

Contractor: L&G Construction By: _____ Date: 6-2-17
Nasario Pena - Project Manager

Subscribed and sworn to before me this 2nd day of June, 2017

Notary Public: Antonia H. Garcia
My commision Expires: 2/26/2020

ANTONIA H. GARCIA
Notary Public, State of Texas
Comm. Expires 02-26-2020

Recommended For Payment By: _____ Date

Approved for Payment By: _____ Date

Approved for Payment By: _____ Date

Approved for Payment By: _____ Date

INVOICE RECEIVED BY _____ ON 6-6-17 7-1347-431.00.123.117.0-723

GOODS/SERVICES RECEIVED BY _____ ON 5/31/17 7-1350-431.00.123-117.0-723

**AI-60166** **Purchasing Department** **11. GG.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted For:** Marty Salazar, PURCHASING DEPT.

**Submitted By:** Yvette Salinas, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

---

## Information

**CAPTION**

Requesting authority to advertise and approval of procurement packets (i.e., specifications, legal notice etc.) as attached hereto for Road & Drainage Construction for Palm Subdivision Unit #2 with authority to re-advertise if and when applicable.

**BACKGROUND**

Contract format has been formally reviewed by legal and will have a 2nd review prior to finalizing award of contract.

---

## Fiscal Impact

**CALENDAR YEAR:** **ACCT. #:** 7-1312-431-00-123-834-0-721

**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

**CALENDAR YEAR:** **ACCT. #:** 7-1312-431-00-123-834-0-723

**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

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## Attachments

back up 600116

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing - Internal | Marty Salazar | 06/07/2017 05:25 PM |
| Budget & Management | Veronica Ortiz | 06/08/2017 08:14 AM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |
| Form Started By: Yvette Salinas | | Started On: 06/07/2017 10:04 AM |

Final Approval Date: 06/09/2017

# HIDALGO COUNTY PRECINCT #3
# BORDER COLONIA ACCESS PROGRAM
# ROUND III

## TECHNICAL SPECIFICATIONS FOR TURN KEY

## BID NO. CAP-00-000-00-00-XXX

## PALM SUBDIVISION UNIT NO. 2

| | |
|---|---|
| **Orange Drive (N – S)** | **CSJ#3C-1080-834** |
| **Orange Drive (E – W)** | **CSJ#3C-1080-834** |

**JAVIER HINOJOSA ENGINEERING**
**416 E. DOVE AVENUE**
**McALLEN, TEXAS 78504**
**(956) 668-1588**
**FAX: (956) 994-8102**
**E-mail: javhin@rgv.rr.com**
**TBPE FIRM NO. F-1295**

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**CAP-00-000-00-00-XXX**
**PALM SUBDIVISION UNIT NO. 2**


1) Advertisement and Invitation for Bids
2) Hidalgo County Legal Notice
3) Bidder Acknowledgement
3a) Statement of Credentials
4) Information for Bidders
5) Bid Form
6) Bid Bond
7) Draft Contract
8) Non Collusion
9) Payment Bond
10) Performance Bond

11) **Exhibit C**
    - **a.** Insurance

12) General Conditions of the Agreement
13) Title 29 Labor
14) Standard General Condition of Construction Contract
15) Supplemental General Condition

16) **Exhibit A** General Notes & Standard Specifications
    - **a.** Technical Specifications
    - **b.** Hidalgo County Specifications as per 340
    - **c.** Government Specifications & Special Provisions

17) **Exhibit B**
    - **a.** Debarment
    - **b.** W-9
    - **c.** Bidder/Vendor Application
    - **d.** Conflict of Interest Memo
    - **e.** Conflict of Interest Form
    - **f.** Sales Tax and Local Sales Tax Certificate

18) **Exhibit D Border Wage Rates**
    - **a.** Government code Ch 2258
    - **b.** Prevailing Wage Rate
    - **c.** Davis Bacon

19) **Exhibit E**
    - **a.** Checklist
    - **b.** Change Order
    - **c.** Payment of Application
    - **d.** Estimate Quantity Update
    - **e.** Schedule of Values
    - **f.** Contract Time Statement

g. Colonia Testing Requirement
h. List of Suppliers
i. Partial Release of Lien
j. Contractor's Affidavit of Payment of Debts and Claims
k. Prevailing Wage Rates Certificate Statement
l. Certificate of Construction Completion
m. Contractor's Affidavit of Release of Liens
n. Payment Schedule
o. Quantity Work Sheet
p. Retainage Release TXDOT Final Inspection letter

**20)** Construction Identification Sign

# REQUEST FOR BIDS

## (Colonia Access Program Project)

**TO SUPPLY HIDALGO COUNTY PRECINCT NO. 3** with sealed bids on:

**CAP-00-000-00-00-XXX"ROAD & DRAINAGE CONSTRUCTION FOR PALM SUBDIVISION UNIT NO. 2"**

**A BIDDER'S BOND** from a reliable surety company licensed to operate in the State of Texas or certified Cashier's Check, payable without recourse to the County of Hidalgo, for the amount of not less than **5%**of the total bid shall accompany the bid as guaranty that, if awarded the contract, the bidder will enter into a contract with the County of Hidalgo. Payment and Performance Bonds shall be executed except in the event into a single payment contract with the County of Hidalgo in lieu of a Performance Bond. In the event the total amount bid is $25,000 or less, the successful contract has the option to enter into a single payment contract with the County of Hidalgo in lieu of a Payment and Performance Bond.

**Bid Packets** may be obtained from the office of**JAVIER HINOJOSA ENGINEERING, 416 E. DOVE AVENUE McAllen, Texas 78504,** Phone No **956-668-1588** for the amount of **$_____ each.** General and/or Prime Contractors submitting bids and/or proposals to the County of Hidalgo shall be **non-refundable**.

**PRE-BID CONFERENCE** is scheduled for **WEDNESDAY, _____, 2016** at **2:00P.M.** at **HIDALGO COUNTY NEW ADMINISTRATION BUILDING - PURCHASING DEPARTMENT 2812 S Business Hwy 281, EDINBURG, TEXAS 78539.**

**UPON SUBMITTING SEALED BID**, bidders are required to properly identify (handwritten, typed or printed) sealed envelope and/or packet as follows: Bidder's name and address on the upper left hand corner of the sealed envelope and/or package and Bid No.: **CAP-00-000-00-00-XXX "ROAD & DRAINAGE CONSTRUCTION FOR PALM SUBDIVISION UNIT NO. 2" (respectively)** on the lower left hand corner of sealed envelopes/and or packets. **OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE.**

The sealed bid must contain one (1) original and three (3) copies of bid and must be clearly identified and addressed for delivery to:

**Martha L. Salazar, CPPB, HidalgoCounty Purchasing Agent**
**HidalgoCounty Purchasing Department**

**US Postal Mail/Courier Address**
**Hidalgo County New Administration Building**
**2812 S. Business Hwy281**
**Edinburg, Texas78539**

**Physical Location:**
**Hidalgo County New AdministrationBuilding**
**2802 S. Business Hwy. 281**
**(Southeast of Canton Rd& Business 281)**
**Edinburg, Texas 78539**

Sealed bids will be accepted until **9:30 a.m. on Wednesday, _____, 2016** at which time they will be opened in the Hidalgo County Purchasing Department Conference Room at **Physical Location: 2802 S. Business Hwy 281, Hidalgo County New Administration Building, Edinburg, Texas78539**.NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED

The project is to be funded with Border Colonia Access Program funds through Proposition II Funding from the Texas Department of Transportation (Tx.D.O.T.) and Urban County Program CDBG funds.

Attention is called to the fact that not less than, the federally determined prevailing **(Davis-Bacon and Related Acts)** wage rate, as issued and contained in the contract documents, must be paid on this project. In addition, the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age, disability or national origin.

**BIDS MAY BE HELD** by the County of Hidalgo for a period not to exceed ninety (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding of the contract.

**THE COUNTY** reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bids considered the best and most advantageous to the County.

**BY ORDER OF THE COMMISSIONERS COURT OF HIDALGO COUNTY, TEXAS** on this **_____ DAY OF _____ _____, 2016.**

**MARTHA L. SALAZAR, CPPB**
**HIDALGOCOUNTY PURCHASING AGENT**

***REPORT ROAD HAZARDS @ 1-866-HCR-SAFE OR 1-866-427-7233***

LEGAL NOTICE **BID NO:CAP-00-000-00-00-XXX**

1. Sealed bids will be received for**"HIDALGO COUNTY–ROAD & DRAINAGE CONSTRUCTION FOR PALM SUBDIVISION UNIT NO. 2"**in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of HidalgoCounty ("County"). Strong rationale must be presented for any deviation from the specifications. HidalgoCounty reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-CAP-00-000-00-00-XXX-HIDALGO COUNTY-ROAD & DRAINAGE CONSTRUCTION FOR PALM SUBDIVISION UNIT NO. 2"**and in County's Purchasing Department, 100 E. Cano,4th Floor, Administration Building, Edinburg, Texas, **on or before 9:30 a.m.,WEDNESDAY, , 2016. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO"REQUEST FOR BIDS CAP-00-000-00-00-XXX- HIDALGO COUNTY -ROAD & DRAINAGE CONSTRUCTION FOR PALM SUBDIVISION UNIT NO. 2" .** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate anyitem(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of HidalgoCounty. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release HidalgoCounty from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by HidalgoCounty. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the CountyJudge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

12. Costs are to be net F.O.B., CountyPrepaid.

13. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

14. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

15. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

16. DELIVERY INSTRUCTIONS:

. No deliveries accepted after 3:00 P.M., Monday-Friday.

. At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.

. If you need additional information call the office listed below:

HidalgoCounty Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

17. BILLING AND PAYMENT INSTRUCTIONS:

. Invoices must include:
a) Name and address of successful bidder
b) Name and address of receiving department or official
c) Purchase Order Number (if any)
d) Notation - **"HIDALGO COUNTY - ROAD & DRAINAGE CONSTRUCTION FOR PALM SUBDIVISION UNIT NO. 2"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Marcie Jackson, Administrative Assistant
Hidalgo County Border Colonia Access Program
1902 Joe Stephens Ave., Suite 101
Weslaco Texas 78599
(956) 968-8733

18. Schedule of Events

| | |
|---|---|
| **Bid Opening, 9:30 AM** | **Wednesday, _____, 2016** |
| Award of Contract | _____, 2016 |
| Commence Work or Deliver Products | _____, 2016 |

19. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

20. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

21. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of

Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with HidalgoCounty for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with HidalgoCounty are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

22. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

23. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

24. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

25. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

26. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

27. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

28. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

29. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

30. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

31. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

32. Statement of Credentials:

In order to assist the Owner in determining the ability of each Bidder to properly fulfill the requirements of this proposed contract, the Bidder will complete the "STATEMENT OF CREDENTIALS." All questions must be answered and the data given must be clear and comprehensive. **The statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he/she desires.

It must include the following: general bidder information, experience, contracts on hand, and subcontractor(s) information.

In addition, Except as otherwise provided, the bidder shall perform no less than eighty percent (80%) of the work with his own organization, only twenty percent (20%) of the work may be subcontracted.

The organization of the specifications into divisions, sections, articles, etc., and the arrangement and titles of project drawings shall not control the Bidder in dividing the work among subcontractors or in establishing the extent of work to be performed by any trade.

Awarded bidder shall assign a project superintendent who is directly employed by the Bidder, that superintendent will be required to be on the job on a daily basis. No subcontractors will be allowed to act as project superintendents at any point during the construction of said project.

Bidder shall have a significant business presence with the Rio Grande Valley Area, the business must be headquartered in either Hidalgo, Cameron, or Starr County or a local office must be located in either of the three counties (Hidalgo, Cameron, Starr) with at least thirty percent (30%) of the total company workforce employed at the local office. County reserves the right to request payrolls and any necessary documentation to confirm that the local office meets these requirements.

Bidders shall carefully examine the plans, specifications and other documents, visit the site of the work, and fully inform themselves as to all conditions and matters which can affect the work or cost thereof. Should the bidder find discrepancies in, or omissions from the plans, specifications or other documents, or should he/she be in doubt as their meaning, he/she should at once notify the Engineer and obtain clarification by addendum prior to submitting any bid.

Bidder herby certifies that said company carried liability coverage and workers compensation insurance coverage that meets the requirements set forth in this Request for Bids/Proposals when performing work on this project for Hidalgo County.

Furthermore, bidder certifies that any subcontractor on the project shall provide the said company with a certificate relating that all employees of the subcontractor also are provided with workers' compensation insurance coverage. Bidder will provide copies of all of these certificates to Hidalgo County during the course of the project for all subcontractors working on the project.

All subcontractors must comply with federally determined prevailing Davis-Bacon and Related Acts wage rate.

Hidalgo County encourages the hiring of minority women subcontractors and/or suppliers whenever and wherever feasible.

**BIDDERS ACKNOWLEDGEMENT**
Bid for
**HIDALGO COUNTY PRECINCT NO. 3**
**"ROAD AND DRAINAGE CONSTRUCTION FOR PALM SUBDIVISION UNIT NO. 2"**
**BID NO.: CAP-00-000-00-00-XXX**

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, Texas 78539

**US Postal Mail/Courier Address**
**Hidalgo County New Administration Building**
**2812 S Business Hwy 281**
**Edinburg, Texas 78539**

**Physical Location:**
**Hidalgo County New Administration Building**
**2802 S Business Hwy 281**
**(Southeast of Canton Rd & Business 281**
**Edinburg, Texas 78539)**

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

## STATEMENT OF CREDENTIALS

1. **GENERAL:** In order to assist the Owner in determining the ability of each Bidder to properly fulfill the requirements of this proposed contract, the Bidder will complete the following items. 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 he/she desires.

Name of Bidder: _____

Address: _____

_____

Date Organized: _____ Date Incorporated: _____

Office Number: _____ Fax Number: _____

Number of years in business under present name: _____

Type of work performed by your company: _____

_____

Have you ever failed to complete any work awarded to you? _____

Have you ever defaulted on a contract? _____

2. **EXPERIENCE:** The Bidder will give below a list of similar projects which he/she has completed within the last five (5) years.

1. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____ Total Cost: _____

**********

2. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____Total Cost: _____

**********

3. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____Total Cost: _____

**********

4. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____Total Cost: _____

**********

5. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____Total Cost: _____

**********

3. **CONTRACTS ON HAND:** The Bidder shall provide below a list of any contracts/projects he/she currently has on hand:

_____

4. **SUBCONTRACTORS:** List any subcontractors you propose to use on the Hidalgo County's project that will comprise at least 20% of the total project cost. Use additional page if necessary. This information is considered preliminary and may be revised prior if bid is awarded and re-submitted during the pre-construction phase. However, it is expressly understood that the use of any subcontractor other than those listed with bid shall require written approval from Hidalgo County.

   Failure to submit the information as required may result in a disqualification of your bid.

**6. PERFORMANCE OF WORK BY BIDDER:** Except as otherwise provided, the bidder shall perform no less than eighty percent (80%) of the work with his own organization, only twenty percent (20%) of the work may be subcontracted.

The organization of the specifications into divisions, sections, articles, etc., and the arrangement and titles of project drawings shall not control the Bidder in dividing the work among subcontractors or in establishing the extent of work to be performed by any trade.

Awarded bidder shall assign a project superintendent who is directly employed by the Bidder, that superintendent will be required to be on the job on a daily basis. No subcontractors will be allowed to act as project superintendents at any point during the construction of said project.

Bidder shall have a significant business presence with the Rio Grande Valley Area, the business must be headquartered in either Hidalgo, Cameron, or Starr County or a local office must be located in either of the three counties (Hidalgo, Cameron, Starr) with at least thirty percent (30%) of the total company workforce employed at the local office. County reserves the right to request payrolls and any necessary documentation to confirm that the local office meets these requirements.

Bidders shall carefully examine the plans, specifications and other documents, visit the site of the work, and fully inform themselves as to all conditions and matters which can affect the work or cost thereof. Should the bidder find discrepancies in, or omissions from the plans, specifications or other documents, or should he/she be in doubt as their meaning, he/she should at once notify the Engineer and obtain clarification by addendum prior to submitting any bid.

Bidder herby certifies that said company carried liability coverage and workers compensation insurance coverage that meets the requirements set forth in this Request for Bids/Proposals when performing work on this project for Hidalgo County.

Furthermore, bidder certifies that any subcontractor on the project shall provide the said company with a certificate relating that all employees of the subcontractor also are provided with workers' compensation insurance coverage. Bidder will provide copies of all of these certificates to Hidalgo County during the course of the project for all subcontractors working on the project.

All subcontractors must comply with federally determined prevailing Davis-Bacon and Related Acts wage rate.

Hidalgo County encourages the hiring of minority women subcontractors and/or suppliers whenever and wherever feasible.

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the owner in verification of the recitals comprising this Statement of Credentials.

Executed this _____ day of _____, 20_____.

_____

By_____

Title_____

**Subscribed and sworn** to me this _____ day of _____, 20___.

By:_____

Notary Public in and for _____County, Texas

My commission expires _____

# INFORMATION FOR BIDDERS

## 1. Receipt and Opening of Bids

The Hidalgo County Pct # 3 (herein called the "Owner"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the Hidalgo County Purchasing department until **Wednesday, _____, 2016** at **9:30 a.m.** and then at said office publicly open and read aloud. The envelopes containing the bids must be sealed, addressed to Martha L. Salazar, Hidalgo County Purchasing Agent at 2812 S Business 281, Edinburg, Texas 78539 and designated as Bid for Hidalgo County Pct # 3 Border Colonia Access Program.

The owner may consider informal any bid not prepared and submitted in accordance with provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof.

## 2. Preparation of Bid

Each bid must be submitted on the prescribed from and accompanied by Certification by Bidder Regarding Equal Employment Opportunity, Form, and Certification by Bidder (contractor), concerning Labor Standards and Prevailing Wage Requirements. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing Certificates must be fully completed and executed when submitted.

Each bid must be submitted in a sealed envelopes bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another enveloped addressed as specified in the bid form.

## 3. Subcontracts

The bidder is specifically advised that any person, firm, or other party to whom is proposed to ward a subcontract under this contract –

**a** Must be acceptable to the Owner after verification of the current eligibility status, and,

**b** Approval of the proposed subcontract award cannot be given by the Owner unless and until the proposed subcontractor has submitted the Certification and/or other evidence showing that it has fully complied with any reporting requirements to which it is or was subject. Although the bidder is not required to attach such Certification by proposed subcontractors to his bid, the bidder is here advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

4. **Telegraphic Modification**

Any bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the closing time, and provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the additional or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.

5. **Method of Bidding**

The Owner invites the following bid(s): **Border Access Colonia Project Round III**
**Palm Subdivision Unit No. 2- Grant No. 3C1080834**

6. **Qualifications of Bidder**

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request, the Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract to complete the work contemplated therein. Conditional bids will not be accepted.

7. **Bid Security**

Each bid must be accompanied by certified check of the bidder, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 5% of the bid. Such checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining checks, or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or if no award has be made within 60 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

8. **Liquidated Damages for Failure to enter into Contract**

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

**9. Time of Completion and Liquidated Damages**

Bidder must agree to commence on or before a date to be specified in a Written "Notice to Proceed" of the Owner and to fully complete the project within _____ **consecutive calendar days** thereafter. Bidder must agree also to pay as liquidated damages, the sum of **$250 for each consecutive calendar day** thereafter as hereinafter provided in the General Conditions.

**10. Condition of Work**

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with work of any other contractor.

**11. Addenda and Interpretations**

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing addressed to **Javier Hinojosa Engineering Attn: Javier Hinojosa, P.E., 416 E. Dove Avenue, McAllen, Texas 78504** and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

**12. Security for Faithful Performance**

Simultaneously with his delivery of the executed contract; the contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.

**13. Power of Attorney**

Attorney-in-fact who sign bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

**14. Notice of Special Conditions**

Attention is particularly called to those parts of the contract documents and specification which deal with the following;

**a** Inspection and testing of materials
**b** Insurance requirements
**c** Wage rates
**d** States allowances

**15. Laws and Regulations**

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

**16. Method of Award – Lowest Qualified Bidder**

If at the time this contract is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the Owner as available to finance the contract the contract will be awarded on the base bid only. If such bid exceeds such amount, the Owner may reject all bids or may award the contract on the base bid combined with such deductible alternates applied in numerical order in which they are listed in the form of Bid, as produces a net amount which is within the available funds.

**17. Obligation of Bidder**

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his bid.

**Supplement to Form HUD-4238-B®**
**INFORMATION FOR BIDDERS**

## 18. SAFETY STANDARDS AND ACCIDENTS PREVENTION

With respect to all work performed under this contract, the contractor shall:

1 Comply with the safety standards provision of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associates General Contractors or America, the requirements of the Occupational Safety and Health Act of 1970 (Public Laws 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No 75, Saturday, April 17, 1971.

2 Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.

3 Maintain at his office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employee), whom may be injured on the job site. In no case shall employee be permitted to work at a job site before the employer has made a standing arrangement for removal of injured person to a hospital or a doctor's care.

# SPECIAL PROVISIONS

1. The County of Hidalgo reserves the right to partially award the contract in order to meet the budget.

2. It shall be the Contractor's responsibility to locate underground utilities, whether shown or not shown on the drawings, sufficiently in advance of operations to preclude damage to same.

3. Water, sewer, or other utility serves shall not be interrupted. Any damages to existing utilities will be Contractor's responsibility.

4. In the event of damage to underground facilities, whether shown or not shown in the drawings, the Contractor shall make the necessary repairs to place the facilities back in service at no increase in the Contractors price and all such repairs shall conform to the requirements of the company or agency servicing the facility

5. The Contractor shall exercise extra care to prevent damage to all other structures in the area including, fence, roads, pipelines, utilities, etc., whether publicly or privately owned.

6. Until acceptance by the Engineer of any part or all of the construction, as provided for in the plans and these specifications, it shall be under the charge and care of the contractor, and he shall take every necessary precaution against injury or damage to any part of the work. The Contractor shall rebuild, repair, restore and make good, at his own expense, all injuries or damage to any portion of the work before its completion and acceptance.

7. In case the Contractor deems extra compensation is due him for proposed work not covered in the contract, the Contractor shall notify the Engineer in writing of his claim for such extra compensation before he begins the work. Failure on the part of the Contractor to give such notification shall constitute a waiver of claim for such extra compensation. The Contractor shall not proceed until a written Change Order is approved by the Owner, Engineer, and Contractor.

8. Prospective bidders should make a careful examination of the projects sites.

9. Contractor shall review his overall method and schedule of construction with the County Prior to construction for proper coordination of inspection.

10. No open trenches or excavation shall be left open overnight.

11. Adjustment of Sanitary Sewer manholes and water valves to be incidental to price bid for Right of Way preparation.

12. Relocation of all mailboxes to be considered incidental to price bid for Right of Way Preparation.

# BID FORM

| | |
|---|---|
| Company Name: | |
| Signature: | |
| Printed Name: | |

# BID FORM

**HIDALGO COUNTY PRECINCT NO. 3**
**BORDER COLONIA ACCESS PROJECT**
**CAP-00-000-00-00-XXX**
**ROAD AND DRAINAGE CONSTRUCTION FOR PALM SUBDIVISION UNIT NO. 2**

BID ITEMS FOR ROAD CONSTRUCTION

| TXDOT Item No. | Est Quantity | Unit | Item Description | Unit Bid Price In Words | Unit Price In Figures | Total Extension In Figures |
|---|---|---|---|---|---|---|
| **PAVING** | | | | | | |
| 100 | 14.01 | STA | Preparing ROW | Dollars<br>Cents | $ | $ |
| 247 | 4,913 | SY | 8" Flex Base (Compl In Place) (TY E GR 4) | Dollars<br>Cents | $ | $ |
| 251 | 4,913 | SY | Reworking BS Material (DC) (TY D 6") | Dollars<br>Cents | $ | $ |
| 316 | 982 | GAL | Asphalt Matrl (MC-30) | Dollars<br>Cents | $ | $ |
| 341 | 4,295 | SY | Asphalt Conc.(TY D)(1 1/2") | Dollars<br>Cents | $ | $ |
| 502 | 3.0 | MO | Barricades, Sign and Traffic Handling | Dollars<br>Cents | $ | $ |
| 530 | 60 | SY | Turnouts (ASPH-CONC-PAV)(PB-2) | Dollars<br>Cents | $ | $ |
| 530 | 130 | SY | Driveway (ASPH-CON-PAV) (PB-1) | Dollars<br>Cents | $ | $ |
| 530 | 557 | SY | Driveway (Concrete 3000 PSI) | Dollars<br>Cents | $ | $ |

| | |
|---|---|
| Roadway Subtotal | $ |

| | |
|---|---|
| Company Name: | |
| Signature: | |
| Printed Name: | |

**DRAINAGE**

| | | | | | | |
|---|---|---|---|---|---|---|
| 481 | 600 | LF | 15" ADS Culvert Pipe | Dollars | $ | $ |
| | | | | Cents | | |
| 464 | 70 | LF | 18" RC Pipe | Dollars | $ | $ |
| | | | | Cents | | |
| 464 | 2 | EA | Safety End Treatment | Dollars | $ | $ |
| | | | | Cents | | |
| 506 | 160 | LF | Temporary Sediment Control Fence | Dollars | $ | $ |
| | | | | Cents | | |
| 506 | 160 | LF | Temporary Sediment Control Fence (Remove) | Dollars | $ | $ |
| | | | | Cents | | |

| | |
|---|---|
| Drainage Subtotal | $ |

| | |
|---|---|
| **Bid Total** | **$** |

BIDDER/COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

| |
|---|
| Company Name: _____ |
| Signature: _____ |
| Printed Name: |

**CONTINUATION OF BID PACKAGE**

**CONTINUATION OF BID PACKAGE**

The undersigned **Bidder** agrees to commence work after written notice to commence work and to substantially complete the work on which he has bid within **calendar days** as provided in Article 18 of the General Conditions of the Agreement.

Enclosed with this Proposal is a Cashier's check or Certified Check for _____ Dollars (_____) or a Bid Bond in the Sum of _____ Dollars (_____), which is agreed shall be collected and retained by the Owner under the Conditions hereof within ten (10) days after the date this proposal is accepted; then otherwise the said bond or check shall be returned to the undersigned upon demand.

Receipts of the following Addenda on these dates shown is acknowledged:

| | DATE | ACKNOWLEDGE | | DATE | ACKNOWLEDGE |
|---|---|---|---|---|---|
| #1 | | | #2 | | |
| #3 | | | #4 | | |

Respectfully submitted,

_____
Name of Firm

By: _____
Signature Date

**THIS PROPOSAL MUST BE SIGNED BY AN OFFICER OR REPRESENTATIVE DULY AUTHORIZED BY THE BIDDER**

_____
Title

_____
Address

_____

_____
Telephone Number

(Seal, if Bid is by a Corporation)

Attest: _____

| | |
|---|---|
| Company Name: | |
| Signature: | |
| Printed Name: | |

**HIDALGO COUNTY PRECINCT #3 BORDER ACCESS COLONIA PROJECT**

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned _____

_____ as Principal, and _____

_____ as Surety, are hereby held and firmly bound

unto _____ as OWNER in the penal sum of _____

_____

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 20_____.

The condition of the above obligation is such that whereas the Principal has submitted to _____

_____ a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing for the

_____

_____

_____

_____

NOW, THEREFORE,

(a) If said Bid shall be rejected, or

(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and Shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation is herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____(L.S.)
Principal

_____
Surety

By:_____

IMPORTANT – Surety companies executing BONDS must appear on the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the state where the project is located.

**THE STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

**CONSTRUCTION CONTRACT**
**C-CAP-00-000-00-00**

This Agreement, entered into this _____ day of _____, 2016 by and between Hidalgo County (hereinafter called the "OWNER," and, _____ (a Texas Corporation), of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

**WITNESSETH**

That for and in consideration of the payments and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

**PALM SUBDIVISION UNIT NO. 2**

Hereinafter called the project, for the sum of **($_____)** _____ **and Cents** and all extra work in connection therewith, under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **Javier Hinojosa Engineering**, entitled the Architect/Engineer, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within _____ consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of $ 250.00 for each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

IN WITNESS WHEREOF, the parties to these present have executed this contract in six (6) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

APPROVED BY COMMISIONERS COURT ON, _____, 2016.

CONTRACTOR:_____
Print Name & Title: _____
Name of Firm: _____
Address: _____
_____
Fed I.D. #/SS #: _____

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the _____day of _____,

2016, by _____ of and on behalf of _____.
(Name & Title) (A corporation)

_____
Notary Public-Signature

APPROVED AS TO FORM:
Office of Criminal District Attorney,
Ricardo Rodriguez, Jr.
Civil Division

BY: _____ Date:_____
Assistant District Attorney

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COUNTY OF HIDALGO:

_____
Ramon Garcia, County Judge

DRAFT

# NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

**State of .....)**

**County of.....)**

_____, being first duly sworn, deposes and says that:

(1) He is _____, of

_____, the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of this 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, representative:, employees or parties in interest, including this affiant, has in any way colluded, conspired a collusive or sham Bid in connection with the Contract for which the attaché 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 of 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 any 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 Owner 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, 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) _____

_____

(Title)

Subscribed and sworn to before me on this _____

Day of _____

_____

_____

Title

**PAYMENT BOND**

(To be used in Texas under V.A.T.S. 5160)

THE STATE OF _____

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS: That we (1) _____, a (2) _____, hereinafter called Principal and (3) _____ of _____, hereinafter called the Surety, are held and firmly bound unto (4) _____ of _____, hereinafter called Owner, and unto all persons, firms, and corporations who may furnish materials for, or perform labor upon the building or improvements hereinafter referred to the penal sum of _____ ($_____) Dollars in lawful money of the United States to be paid in (5) _____, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly be these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with (6) _____, the Owner, dated the _____ day of _____, A.D. 20____, a copy of which is hereto attached and made a part hereof for the construction of:

**HIDALGO COUNTY PRECINCT #3 BORDER ACCESS COLONIA PROJECT**
**ROAD AND DRAINAGE CONSTRUCTION FOR PALM SUBDIVISION UNIT NO. 2**

---

These footnotes refer to numbers in body of contract above:

Date of Bond must not be prior to date of contract

(1) Correct name of Contractor
(2) A Corporation, a Partnership or an Individual, as case may be
(3) Correct name of Surety
(4) Correct name of Owner
(5) County and State
(6) Owner

NOW, THEREFORE, the condition of this obligation is such that, if the -1- Principal shall promptly make payment to all claimants as defined in Article 5160 Revised Civil Statutes of Texas, 1925, as amended by House Bill 344, Act 56th Legislature, Regular Session, 1925 effective April 27, 1959, supplying labor and materials in the prosecution of the work provided for in said Contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

This bond is made and entered into solely for the prosecution of all claimants supplying labor and material in the prosecution of the work provided for in said Contract, and all such claimants shall have a direct right of action under the bond as provided in Article 5160, Revised Civil Statutes 1925, as amended by House Bill 344, Acts 56th Legislature, Regular Session, 1959

PROVIDED FURTHER, that if any legal action be filed upon this bond, venue shall lie in Hidalgo County, State of Texas, and 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 the work to be performed thereunder or the specification 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.

IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the _____ day of _____ _____. A.D., 20_____.

ATTEST:

Principal_____

_____ By_____

(Principal) Secretary

(Seal) (Address)_____

_____ Telephone Number:_____

Witness as to Principal

_____ _____

(Address) Surety

ATTEST:

_____ By_____

(Surety) Secretary

(Seal) (Address)_____

_____ _____

Witness as to Surety NOTE: If Contractor is partnership all Partners should execute bond

_____ Telephone Number:_____

(Address)

## PAYMENT BOND FORM

_____ _____
(Individual Principal)

_____ _____
(Address) (Business Address)
Telephone Number:_____ Telephone Number:_____

_____
(Corporate Principal)

_____
(Business Address) (Affix Corporate SEAL)
Telephone Number:_____
BY_____

_____ _____
ATTEST: _____

_____
(Business Address) (Affix Corporate SEAL)

BY_____
Telephone Number:_____

## CERTIFICATES AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ Secretary of the corporation named as Principal in the within bond; that _____, who signed the said bond on behalf of the Principal was then _____ of said corporation; and I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

_____
(TITLE)
DATE_____ _____
(AFFIX CORPORATE SEAL)

Telephone Number:_____

The rate of premium on this bond is _____ per thousand. Total amount of premium charge $_____.
(The above must be filled in by corporate surety.) (Power-of-Attorney of person signing for surety company must be attached.)

# PERFORMANCE BOND
**(To be used in Texas under V.A.T.S. 5160)**

THE STATE OF _____

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS: That we (1) _____, a (2) _____ OF _____, hereinafter called Principal and (3)_____ of _____, State of _____, hereinafter called the Surety, are held and firmly bound unto (4) _____ _____ of_____, hereinafter called Owner, in the penal sum of _____ ($_____) Dollars in lawful money of the United States to be paid in (5) _____, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly be these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with (6)_____, the Owner, dated the _____ day of _____, A.D. 20____, a copy of which is hereto attached and made a part hereof for the construction of:

**HIDALGO COUNTY PRECINCT #3 BORDER ACCESS COLONIA PROJECT ROAD AND DRAINAGE CONSTRUCTION FOR PALM SUBDIVISION UNIT NO. 2**
hereinafter called the "Work").

---

These footnotes refer to the numbers in body of contract above:

Date of Bond must not be prior to date of contract
(1) Correct name of Contractor
(2) A Corporation, a Partnership or an Individual, as case may be
(3) Correct name of Surety
(4) Correct name of Owner
(5) County and State
(6) Owner
(Texas Performance Bond) - Page 2.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform the work in accordance with the plans, specifications, and contract documents during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed upon this bond, venue shall lie in Hidalgo County, State of Texas, and 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 the

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, alternation or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the _____ day of ____ _____. A.D. 20___.

ATTEST:

Principal_____

By_____

_____

(Principal) Secretary

(Seal)

(Address)_____

_____

Telephone Number:_____

Witness as to Principal

_____

(Address)

ATTEST:

By_____

_____

(Surety) Secretary

(Seal)

(Address)_____

_____

Telephone Number:_____

Witness as to Surety

_____

(Address)

NOTE: If Contractor is a partnership, all partners should execute bond.

## PERFORMANCE-PAYMENT BOND FORM

_____ _____
(Individual Principal)

_____ _____
(Address) (Business Address)
Telephone Number:_____ Telephone Number:_____

_____
(Corporate Principal)

_____
(Business Address) (Affix Corporate SEAL)
Telephone Number:_____
BY_____

_____ _____
ATTEST: _____

_____
(Business Address)(Affix Corporate SEAL)

BY_____
Telephone Number:_____

## CERTIFICATES AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ Secretary of the corporation named as Principal in the within bond; that _____,who signed the said bond on behalf of the Principal was then _____ of said corporation; and I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

_____
(TITLE)
DATE_____ _____
(AFFIX CORPORATE SEAL)

Telephone Number:_____

The rate of premium on this bond is _____ per thousand. Total amount of premium charge $_____.
(The above must be filled in by corporate surety.) (Power-of-Attorney of person signing for surety company must be attached.)

# EXHIBIT "C"
# Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

# Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners= Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:

Automobile Liability: $_____ General Liability: $

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

**Notice to Bidder:**
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company=s obligation to maintain the appropriate insurance coverage throughout the term of the contract.

**THIS FORM MUST ACCOMPANY BID PACKET**

# PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

# ACORD

## CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

## COVERAGES

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

| INSR LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|
| A | **GENERAL LIABILITY**<br>COMMERCIAL GENERAL LIABILITY<br>☐ CLAIMS MADE ☐ OCCUR<br>☐ OWNER'S & CONT. PROT<br>☐ OWNER'S PROTECTIVE LIABILITY<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY ☐ PROJECT ☐ LOC | | | | EACH OCCURRENCE<br>FIRE DAMAGE (Any one fire)<br>MED (Any one person)<br>PERS & ADV INJURY<br>AL AGGREGATE<br>ODUCTS – COMP/OP GG | $<br>$<br>$<br>$<br>$<br>$ |
| B | **AUTOMOBILE LIABILITY**<br>☐ ANY AUTO<br>☐ ALL OWNED AUTOS<br>☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS<br>☐ NON-OWNED AUTOS<br>☐ _____ | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $<br>$<br>$<br>$ |
| | **GARAGE LIABILITY**<br>☐ ANY AUTO | | | | AUTO ONLY-EA ACCIDENT<br>OTHER THAN AUTO ONLY EA ACC<br>AGG | $<br>$<br>$ |
| C | **EXCESS LIABILITY**<br>☐ OCCUR ☐ CL<br>☐ DEDUCTIBLE<br>☐ RETENTION $ | | | | EACH OCCURENCE<br>AGGREGATE | $<br>$ |
| D | **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY** | | | | WC STATU- ☐ OTHER TORY LIMITS<br>E.L. EACH ACCIDENT<br>E.L. DISEASE-EA EMPLOYEE<br>E.L. DISEASE-POLICY LIMIT | <br>$<br>$<br>$ |
| | **OTHER** | | | | | |

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

**County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.**

CERTIFICATE HOLDER

**Hidalgo County**
**2812 S Highway Bus. 281**
**Edinburg, Texas 78539**

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

SAMPLE

# GENERAL CONDITIONS OF THE AGREEMENT

## 1. GENERAL

It is the intent of these instructions, plans and specifications to provide guidance for the construction of this project.

## 2. REGULATIONS AND DISCREPANCIES

All applicable laws, ordinances, policy, rules, regulations and other directives of all authorities having jurisdiction over the projects shall apply to the contract throughout and will be deemed to be included in the contract the same as those written out in full. Discrepancies between regulations or conflicting parts of the Specifications shall be brought to the attention of an clarified by the Engineer before proceeding with any work. Proceeding with affected work without instructions from the Engineer can result in the Contractor being responsible for taking the necessary steps to insure the work conforms to the governing regulation.

## 3. ENGINEER

Whenever the work "ENGINEER" is used in this contract with reference to the preparation of plans, specifications, and contract documents, it shall be understood as referring to the firm **Javier Hinojosa Engineering**.

## 4. INTERPRETATION OF PHRASES

Whenever the words "Directed", "Required", "Permitted", "Designated", "Considered Necessary", "Prescribed", or words of like importance are used, it shall be understood that the direction, requirements, permission, order, designation or prescription, of the ENGINEER is intended and similarly, the words "Approval", "Acceptable", "Satisfactory", or words of like importance shall mean approved by or acceptable of satisfactory to the ENGINEER. The preceeding to the contrary notwithstanding, Engineer's approval or acceptance of the work shall by advisory to OWNER, and shall not bind the OWNER to accept or approve the same.

Whenever, in the specifications or drawings accompanying this agreement, the terms or description of various qualities relative to finish, workmanship, or other qualities of similar kind which cannot,, from their nature, be specifically and clearly described and specified, but are necessarily described in general terms, then, in all such cases, any question of the fulfillment of said specifications shall be decided by the ENGINEER, and said work shall be done in accordance with his interpretations of the meaning of the words, terms, or clauses defining the character of the work.

# Title 29 - LABOR

## Subtitle A - Office of the Secretary of Labor

### PART 3 - CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

Sec.


3.1 Purpose and scope
3.2 Definitions
3.3 Weekly statement with respect to payment of wages
3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.
3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.
3.6 Payroll deductions permissible with the approval of the Secretary of Labor.
3.7 Applications for the approval of the Secretary of Labor
3.8 Action by the Secretary of Labor upon applications.
3.9 Prohibited payroll deductions.
3.10 Methods of payment of wages.
3.11 Regulations part of contract.


AUTHORITY: The provisions of this Part 3 issued under R.S. 16 1, sec. 2, 48 Stat. §48; Reorg. Plan No. 14 of 1950, 64 Stat. 1267, 5 U.S.C. Appendix; 5 U.S.C. 301; 40 U.S.C. 276c.

SOURCE: The provisions of this Part 3 appear at 29 F.R. 97, Jan. 4, 1964, unless otherwise noted.

**Section 3.1 Purpose and Scope.**

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with Federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

**Section 3.2 Definitions.**

As used in the regulations in this part:

(a) The terms "building" or "work" generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all @s, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials,



articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a "building" or "work" within the meaning of the regulations in this part.

(b) The terms construction," 4; prosecution," @'completion," or repair" mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms "public building" or "public work" include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term "building or work financed in whole or in part by loans or grants from the Unites States" includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directive or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is "employed" and receiving 44 wages," regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term "any affiliated person" includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary or otherwise, and an officer or agent of such corporation.

(g) The term "Federal agency" means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentality's of the United States and of the District of Columbia, including corporations. all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentality's.
(29 **FR** 97, **Jan. 4, 1964, as amended at** 33 **FR** 32575, **Nov.** 27, 1973)

**Section 3.3 Weekly statement with respect to payment of wages.**

(a) As used in this section, the term "employee" shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by 29 CFR Parts 3 and 5 during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer of employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form @ 348, "Statement of Compliance," or on an identical form on the back of @ 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of @ 347 and @ 348 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.

(c) The requirements of this section shall not apply to any contract of $2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.
(29 F.R. 95, Jan. 4, 19(A, as ==tied at 33 F.R. 10186, July 17,1968)

*Copeland Act Regulations*

**Section 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.**

(a) Each weekly statement required under §3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or

subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each taborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

**Section 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.**

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless, the deduction is in favor of the contractor, subcontractor or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions, or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness,

(k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own prope@ for his personal protection in his work, such as safety shoes, safety

or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: Provided, however, That the following standards are met: (1) The deduction is not otherwise prohibited by law; (2) it is either: (i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) no profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) the deductions shall serve the convenience and interest of the employee. (e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to



governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

0) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of this title. When such a deduction is made the additional records required under §516.27(a) of this title shall be kept.

glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnish by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either (1) voluntarily consented to be the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.
(36 F.R. 9770, May 28,1971.)

**Section 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.**

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any

deduction not permitted under §3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit

directly or indirectly from the deduction either in the form of **a** commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee **in** writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in **a** bona **fide** collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

**Section 3.7 Applications for the approval of the Secretary of Labor.**

Any application for the making of payroll deductions under §3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

(b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of I year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of §3.6, and specifies any conditions which have changed in regard to the payroll deductions.
(36 F.IL 9770, May 29, 1971.)

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of §3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served there by, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant. -

**Section 3.8 Action by the Secretary of Labor upon applications.**

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of §3.6; and shall notify the applicant in writing of his decision.

**Section 3.9 Prohibited payroll deductions.**

Deductions not elsewhere provided for by this part and which **are** not found to be permissible under §3.6 are prohibited.

**Section 3.10 Methods of payment of wages.**

The payment of wages shall be by cash, negotiable instruments pkvable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

**Section 3.11 Regulations part of contact.**

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see §5.5(a) of this subtitle.

# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**

and

Issued and Published Jointly By

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*a practice division of the*
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AMERICAN CONSULTING ENGINEERS COUNCIL

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AMERICAN SOCIETY OF CIVIL ENGINEERS

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# GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between OWNER and CONTRACTOR covering the Work.

3. *Application for Payment*--The form acceptable to ENGINEER which is to be used by CONTRACTOR during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

7. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, Bid security form, if any, and the Bid form with any supplements.

8. *Bonds*--Performance and payment bonds and other instruments of security.

9. *Change Order*--A document recommended by ENGINEER which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by OWNER or CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*--The Contract Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by OWNER to CONTRACTOR are not Contract Documents.

13. *Contract Price*--The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

15. *CONTRACTOR*--The individual or entity with whom OWNER has entered into the Agreement.

16. *Cost of the Work*--See paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *ENGINEER*--The individual or entity named as such in the Agreement.

20. *ENGINEER's Consultant*--An individual or entity having a contract with ENGINEER to furnish services as ENGINEER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

21. *Field Order*--A written order issued by ENGINEER which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

22. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

23. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

24. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

25. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

27. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

28. *Notice of Award*--The written notice by OWNER to the apparent successful bidder stating that upon timely compliance by the apparent successful bidder with the conditions precedent listed therein, OWNER will sign and deliver the Agreement.

29. *Notice to Proceed*--A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.

30. *OWNER*--The individual, entity, public body, or authority with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be performed.

31. *Partial Utilization*--Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

32. *PCBs*--Polychlorinated biphenyls.

33. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

34. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part as may be indicated elsewhere in the Contract Documents.

35. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

36. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

37. *Resident Project Representative*--The authorized representative of ENGINEER who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

40. *Site*--Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for the use of CONTRACTOR.

41. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

42. *Subcontractor*--An individual or entity having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Site.

43. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

44. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

45. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.

46. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

47. *Unit Price Work*--Work to be paid for on the basis of unit prices.

48. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

49. *Work Change Directive*--A written statement to CONTRACTOR issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

50. *Written Amendment*--A written statement modifying the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

1.02 *Terminology*

A. *Intent of Certain Terms or Adjectives*

1. Whenever in the Contract Documents the terms "as allowed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of ENGINEER as to the Work, it is intended that such action or determination will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.10 or any other provision of the Contract Documents.

B. *Day*

1. The word "day" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

C. *Defective*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.04 or 14.05).

D. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of CONTRACTOR, "provide" is implied.

E. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds*

A. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish.

2.02* *Copies of Documents*

A. OWNER shall furnish to CONTRACTOR up to ten copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times com-

mence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

*See Supplementary Conditions

2.05* *Before Starting Construction*

A. *CONTRACTOR's Review of Contract Documents:* Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity, or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless CONTRACTOR knew or reasonably should have known thereof.

B. *Preliminary Schedules:* Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for its timely review:

1. a preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; and

3. a preliminary schedule of values for all of the Work which includes quantities and prices of
items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

* C. *Evidence of Insurance:* Before any Work at the Site is started, CONTRACTOR and OWNER shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR and OWNER respectively are required to purchase and maintain in accordance with Article 5.

2.06 *Preconstruction Conference*

A. Within 20 days after the Contract Times start to run, but before any Work at the Site is started, a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.05.B, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to review for acceptability to ENGINEER as provided below the schedules submitted in accordance with paragraph 2.05.B. CONTRACTOR shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until acceptable schedules are submitted to ENGINEER.

1. The progress schedule will be acceptable to ENGINEER if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on ENGINEER responsibility for the progress schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefor.

2. CONTRACTOR's schedule of Shop Drawing and Sample submittals will be acceptable to ENGINEER if it provides a workable arrangement for reviewing and processing the required submittals.

3. CONTRACTOR's schedule of values will be acceptable to ENGINEER as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

*See Supplementary Conditions

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01* *Intent*

A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to OWNER.

C. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in Article 9.

3.02 *Reference Standards*

A. *Standards, Specifications, Codes, Laws, and Regulations*

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to OWNER, ENGINEER, or any of ENGINEER's Consultants, agents, or employees any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, CONTRACTOR shall report it to ENGINEER in writing at once. CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as required by paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.04; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity, or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or

*See Supplementary Conditions

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways: (i) a Field Order; (ii) ENGINEER's approval of a Shop Drawing or Sample; or (iii) ENGINEER's written interpretation or clarification.

3.05 *Reuse of Documents*

A. CONTRACTOR and any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under a direct or indirect contract with OWNER: (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER's Consultant, including electronic media editions; and (ii) shall not reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaption by ENGINEER. This prohibition will survive final payment, completion, and acceptance of the Work, or termination or completion of the Contract. Nothing herein shall preclude CONTRACTOR from retaining copies of the Contract Documents for record purposes.

## ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. OWNER shall furnish the Site. OWNER shall notify CONTRACTOR of any encumbrances or restrictions not of general application but specifically related to use of the Site with which CONTRACTOR must comply in performing the Work. OWNER will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If CONTRACTOR and OWNER are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in OWNER's furnishing the Site, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

B. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02* *Subsurface and Physical Conditions*

A.* *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER, or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, includ-

ing, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

*See Supplementary Conditions

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *ENGINEER's Review:* After receipt of written notice as required by paragraph 4.03.A, ENGINEER will promptly review the pertinent condition, determine the necessity of OWNER's obtaining additional exploration or tests with respect thereto, and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

C. *Possible Price and Times Adjustments*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in CONTRACTOR's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 9.08 and 11.03.

2. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment; or

c. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.03.A.

3. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be

made therefor as provided in paragraph 10.05. However, OWNER, ENGINEER, and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities, including OWNER, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and CONTRACTOR shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including OWNER, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility.

2. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price of Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, OWNER or CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

4.05* *Reference Points*

A. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the ENGINEER in the preparation of the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto; or

*See Supplementary Conditions

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. CONTRACTOR shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. CONTRACTOR shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.

D. If CONTRACTOR encounters a Hazardous Environmental Condition or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a Hazardous Environmental Condition, CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by paragraph 6.16); and (iii) notify OWNER and ENGINEER (and promptly thereafter confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. CONTRACTOR shall not be required to resume Work in connection with such condition or in any affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by CONTRACTOR, either party may make a Claim therefor as provided in paragraph 10.05.

F. If after receipt of such written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in paragraph 10.05. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or

Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.E shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.F shall obligate CONTRACTOR to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of paragraphs 4.02, 4.03, and 4.04 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

*See Supplementary Conditions

ARTICLE 5 - BONDS AND INSURANCE

5.01* *Performance, Payment, and Other Bonds*

A. CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Contract Documents.

B.* All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

C. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.01.B, CONTRACTOR shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain. OWNER shall deliver to CONTRACTOR, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by CONTRACTOR or any other additional insured) which OWNER is required to purchase and maintain.

5.04* *CONTRACTOR's Liability Insurance*

A. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to

perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance so required by this paragraph 5.04 to be purchased and maintained shall:

*See Supplementary Conditions

1. with respect to insurance required by paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering CONTRACTOR's indemnity obligations under paragraphs 6.07, 6.11, and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing, or replacing defective Work in accordance with paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter).

5.05 *OWNER's Liability Insurance*

A.* In addition to the insurance required to be provided by CONTRACTOR under paragraph 5.04, OWNER, at OWNER's option, may purchase and maintain at OWNER's expense OWNER's own liability insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

5.06* *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property

insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

*See Supplementary Conditions

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER;

5. allow for partial utilization of the Work by OWNER;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR, and ENGINEER with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B.* OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C.* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.07.

D.* OWNER shall not be responsible for purchasing and maintaining any property insurance specified in this paragraph 5.06 to protect the interests of CONTRACTOR, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by CONTRACTOR, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E.* If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided under paragraph 5.06, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the Site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

5.07 *Waiver of Rights*

A.* OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraph 5.06 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and all other

individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused.

None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

B. OWNER waives all rights against CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for:

*See Supplementary Conditions

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to OWNER's property or the Work caused by, arising out of, or resulting from fire or other peril whether or not insured by OWNER; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization pursuant to paragraph 14.05, after Substantial Completion pursuant to paragraph 14.04, or after final payment pursuant to paragraph 14.07.

C. Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against CONTRACTOR, Subcontractors, ENGINEER, or ENGINEER's Consultants and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them.

5.08* *Receipt and Application of Insurance Proceeds*

A.* Any insured loss under the policies of insurance required by paragraph 5.06 will be adjusted with OWNER and made payable to OWNER as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.08.B. OWNER shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

B.* OWNER as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, OWNER as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, OWNER as fiduciary shall give bond for the proper performance of such duties.

5.09* *Acceptance of Bonds and Insurance; Option to Replace*

A.* If either OWNER or CONTRACTOR has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the

certificates (or other evidence requested) required by paragraph 2.05.C. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. CONTRACTOR shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with

*See Supplementary Conditions

the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences,
and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of OWNER or ENGINEER in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

B. At all times during the progress of the Work, CONTRACTOR shall assign a competent resident superintendent thereto who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the Site and shall have authority to act on behalf of CONTRACTOR. All communications given to or received from the superintendent shall be binding on CONTRACTOR.

6.02 *Labor; Working Hours*

A. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out, and construct the

Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without OWNER's written consent (which will not be unreasonably withheld) given after prior written notice to ENGINEER.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the General Requirements, CONTRACTOR shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly

run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.07 as it may be adjusted from time to time as provided below.

1. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.07) proposed adjustments in the progress schedule that will not result in changing the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Article 12. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to ENGINEER for review under the circumstances described below.

1. *"Or-Equal" Items:* If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment ENGINEER determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;

b. CONTRACTOR certifies that: (i) there is no increase in cost to the OWNER; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR.

c. The procedure for review by ENGINEER will be as set forth in paragraph 6.05.A.2.d, as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances.

d. CONTRACTOR shall first make written application to ENGINEER for review of a proposed substitute item of material or equipment that CONTRACTOR seeks to furnish or use. The application shall certify

that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute item. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute item.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.05.A.2.

C. *Engineer's Evaluation:* ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.05.A and 6.05.B. ENGINEER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized until ENGINEER's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." ENGINEER will advise CONTRACTOR in writing of any negative determination.

D. *Special Guarantee:* OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

E. *ENGINEER's Cost Reimbursement:* ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitute proposed or submitted by CONTRACTOR pursuant to paragraphs 6.05.A.2 and 6.05.B and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER approves a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute.

F. *CONTRACTOR's Expense:* CONTRACTOR shall provide all data in support of any proposed substitute or "or-equal" at CONTRACTOR's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. CONTRACTOR shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to OWNER as indicated in paragraph 6.06.B), whether initially or as a replacement, against whom OWNER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to OWNER in advance for acceptance by OWNER by a specified date prior to the Effective Date of the Agreement, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. CONTRACTOR shall submit an acceptable replacement

for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

C. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other individual or entity, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR.

E. CONTRACTOR shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with ENGINEER through CONTRACTOR.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.06, the agreement between the CONTRACTOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

6.07 *Patent Fees and Royalties*

A. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees or agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for

the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto, such as plant investment fees.

6.09 *Laws and Regulations*

A. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

B. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Times. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in paragraph 10.05.

6.10* *Taxes*

A. CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11* *Use of Site and Other Areas*

A.* *Limitation on Use of Site and Other Areas*

1. CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations,

*See Supplementary Conditions

and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant, and the officers, directors, partners, employees, agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, ENGINEER, or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work CONTRACTOR shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work CONTRACTOR shall clean the Site and make it ready for utilization by OWNER. At the completion of the Work CONTRACTOR shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. CONTRACTOR shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to ENGINEER for OWNER.

6.13 *Safety and Protection*

A. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to in paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. CONTRACTOR shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, CONTRACTOR is obligated to act to prevent threatened damage, injury, or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17* *Shop Drawings and Samples*

A.* CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show ENGINEER the services, materials, and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.17.E.

B.* CONTRACTOR shall also submit six (6) Samples to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.17.E. The numbers of each Sample to be submitted will be as specified in the Specifications.

C. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER as required by paragraph 2.07, any related Work performed prior to ENGINEER's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

D. *Submittal Procedures*

1. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto; and

d. CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or

*See Supplementary Conditions

Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of that submittal.

3. At the time of each submittal, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

E. *ENGINEER's Review*

1. ENGINEER will timely review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER. ENGINEER's review and approval will be only to determine if the items covered by the submittals

will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. ENGINEER's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of each submittal as required by paragraph 6.17.D.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.17.D.1.

F. *Resubmittal Procedures*

1. CONTRACTOR shall make corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.18 *Continuing the Work*

A. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.04 or as OWNER and CONTRACTOR may otherwise agree in writing.

6.19 *CONTRACTOR's General Warranty and Guarantee*

A. CONTRACTOR warrants and guarantees to OWNER, ENGINEER, and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be defective. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, Suppliers, or any other individual or entity for whom CONTRACTOR is responsible; or

2. normal wear and tear under normal usage.

B. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

1. observations by ENGINEER;

2. recommendation by ENGINEER or payment by OWNER of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by ENGINEER or any payment related thereto by OWNER;

4. use or occupancy of the Work or any part thereof by OWNER;

5. any acceptance by OWNER or any failure to do so;

6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER;

7. any inspection, test, or approval by others; or

8. any correction of defective Work by OWNER.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage:

1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and

2. is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.

B. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of CONTRACTOR under paragraph 6.20.A shall not extend to the liability of ENGINEER and ENGINEER's Consultants or to the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

## ARTICLE 7 - OTHER WORK

7.01 *Related Work at Site*

A. OWNER may perform other work related to the Project at the Site by OWNER's employees, or let other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to CONTRACTOR prior to starting any such other work; and

2. if OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in paragraph 10.05.

B. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the other work with OWNER's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of

such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

C. If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to ENGINEER in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure to so report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If OWNER intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility for such coordination.

## ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.02 *Replacement of ENGINEER*

A. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer to whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.

8.03 *Furnish Data*

A. OWNER shall promptly furnish the data required of OWNER under the Contract Documents.

8.04 *Pay Promptly When Due*

A. OWNER shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.01 and 4.05. Paragraph 4.02 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by ENGINEER in preparing the Contract Documents.

*See Supplementary Conditions

8.06* *Insurance*

A.* OWNER's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. OWNER is obligated to execute Change Orders as indicated in paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. OWNER's responsibility in respect to certain inspections, tests, and approvals is set forth in paragraph 13.03.B.

8.09 *Limitations on OWNER's Responsibilities*

A. The OWNER shall not supervise, direct, or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. OWNER's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Contract Documents, OWNER's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *OWNER'S Representative*

A. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and will not be changed without written consent of OWNER and ENGINEER.

9.02 *Visits to Site*

A. ENGINEER will make visits to the Site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, ENGINEER, for the benefit of OWNER, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work.

B. ENGINEER's visits and observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.10, and particularly, but without limitation, during or as a result of ENGINEER's visits or observations of CONTRACTOR's Work ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work.

9.03* *Project Representative*

A. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more extensive observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.10 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the Site who is not ENGINEER's Consultant, agent or employee,

*See Supplementary Conditions

the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Clarifications and Interpretations*

A. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Docu-

ments. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a written clarification or interpretation, a Claim may be made therefor as provided in paragraph 10.05.

9.05 *Authorized Variations in Work*

A. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR, who shall perform the Work involved promptly. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of a Field Order, a Claim may be made therefor as provided in paragraph 10.05.

9.06 *Rejecting Defective Work*

A. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, or that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.07 *Shop Drawings, Change Orders and Payments*

A. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraph 6.17.

B. In connection with ENGINEER's authority as to Change Orders, see Articles 10, 11, and 12.

C. In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

9.08 *Determinations for Unit Price Work*

A. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR the ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decision thereon will be final and binding (except as modified by ENGINEER to reflect changed factual conditions or more accurate data) upon OWNER and CONTRACTOR, subject to the provisions of paragraph 10.05.

9.09 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work, the quantities and classifications of Unit Price Work, the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, and Claims seeking changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing, in accordance with the provisions of paragraph 10.05, with a request for a formal decision.

B. When functioning as interpreter and judge under this paragraph 9.09, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to this paragraph 9.09 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.07) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

*See Supplementary Conditions

9.10 *Limitations on ENGINEER's Authority and Responsibilities*

A. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such

authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by ENGINEER shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

C. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. ENGINEER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this paragraph 9.10 shall also apply to ENGINEER's Consultants, Resident Project Representative, and assistants. See Article 18.

## ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

### 10.01 *Authorized Changes in the Work*

A. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If OWNER and CONTRACTOR are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in paragraph 10.05.

### 10.02 *Unauthorized Changes in the Work*

A. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in paragraph 3.04, except in the case of an emergency as provided in paragraph 6.16 or in the case of uncovering Work as provided in paragraph 13.04.B.

### 10.03 *Execution of Change Orders*

A. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

1. changes in the Work which are: (i) ordered by OWNER pursuant to paragraph 10.01.A, (ii) required because of acceptance of defective Work under paragraph 13.08.A or OWNER's correction of defective Work under paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

10.05 *Claims and Disputes*

A. *Notice:* Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by the claimant to ENGINEER and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. Notice of the amount or extent of the Claim, dispute, or other matter with supporting data shall be delivered to the ENGINEER and the other party to the Contract within 60 days after the start of such event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of such Claim, dispute, or other matter). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to ENGINEER and the claimant within 30 days after receipt of the claimant's last submittal (unless ENGINEER allows additional time).

B. *ENGINEER's Decision:* ENGINEER will render a formal decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. ENGINEER's written decision on such Claim, dispute, or other matter will be final and binding upon OWNER and CONTRACTOR unless:

1. an appeal from ENGINEER's decision is taken within the time limits and in accordance with the dispute resolution procedures set forth in Article 16; or

2. if no such dispute resolution procedures have been set forth in Article 16, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within 30 days after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within 60 days after the date of such decision or within 60 days after Substantial Completion, whichever is later (unless otherwise agreed in writing by OWNER and CONTRACTOR), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.

C. If ENGINEER does not render a formal decision in writing within the time stated in paragraph 10.05.B, a decision denying the Claim in its entirety shall be deemed to have been issued 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

D. No Claim for an adjustment in Contract Price or Contract Times (or Milestones) will be valid if not submitted in accordance with this paragraph 10.05.

## ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to CONTRACTOR will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include without limitation superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work

shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by OWNER.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

3. Payments made by CONTRACTOR to Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER, who will then determine, with the advice of ENGINEER, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in this paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of CONTRACTOR.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work.

i. When the Cost of the Work is used to determine the value of a Change Order or of a Claim, the cost of premiums for additional Bonds and insurance required because of the changes in the Work or caused by the event giving rise to the Claim.

j. When all the Work is performed on the basis of cost-plus, the costs of premiums for all Bonds and insurance CONTRACTOR is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by CONTRACTOR, whether at the Site or in CONTRACTOR's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.01.A.1 or specifically covered by paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the Site.

3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

4. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraphs 11.01.A and 11.01.B.

C. *CONTRACTOR's Fee:* When all the Work is performed on the basis of cost-plus, CONTRACTOR's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, CONTRACTOR's fee shall be determined as set forth in paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to paragraphs 11.01.A and 11.01.B, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.02 *Cash Allowances*

A. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

1. the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. CONTRACTOR's costs for unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

B. Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of

Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER subject to the provisions of paragraph 9.08.

B. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

C. OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Price in accordance with paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. if CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

## ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01* *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B.* The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.03 ); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in paragraph 11.01) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 12.01.C).

C. *CONTRACTOR's Fee:* The CONTRACTOR's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under paragraphs 11.01.A.1 and 11.01.A.2, the CONTRACTOR's fee shall be 15 percent;

b. for costs incurred under paragraph 11.01.A.3, the CONTRACTOR's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

*See Supplementary Conditions

d. no fee shall be payable on the basis of costs itemized under paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times (or Milestones) may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Times (or Milestones) shall be based on written notice submitted by the party making the claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. Any adjustment of the Contract Times (or Milestones) covered by a Change Order or of any Claim for an adjustment in the Contract Times (or Milestones) will be determined in accordance with the provisions of this Article 12.

12.03 *Delays Beyond CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in paragraph 12.02.A. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

12.04 *Delays Within CONTRACTOR's Control*

A. The Contract Times (or Milestones) will not be extended due to delays within the control of CONTRACTOR. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

12.05 *Delays Beyond OWNER's and CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay.

12.06 *Delay Damages*

A. In no event shall OWNER or ENGINEER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

1. delays caused by or within the control of CONTRACTOR; or

2. delays beyond the control of both OWNER and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility

owners or other contractors performing other work as contemplated by Article 7.

B. Nothing in this paragraph 12.06 bars a change in Contract Price pursuant to this Article 12 to compensate CONTRACTOR due to delay, interference, or disruption directly attributable to actions or inactions of OWNER or anyone for whom OWNER is responsible.

## ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which OWNER or ENGINEER has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02* *Access to Work*

A. OWNER, ENGINEER, ENGINEER's Consultants, other representatives and personnel of OWNER, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's Site safety procedures and programs so that they may comply therewith as applicable.

13.03* *Tests and Inspections*

A. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B.* OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04.B shall be paid as provided in said paragraph 13.04.B; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish ENGINEER the required certificates of inspection or approval.

D. CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to OWNER and ENGINEER.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by CONTRACTOR without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation.

F. Uncovering Work as provided in paragraph 13.03.E shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

B. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as ENGINEER may require, that portion of the Work in

question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

*See Supplementary Conditions

13.05 *OWNER May Stop the Work*

A. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by ENGINEER, remove it from the Project and replace it with Work that is not defective. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for CONTRACTOR's use by OWNER or permitted by Laws and Regulations as contemplated in paragraph 6.11.A is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) repair such defective land or areas, or (ii) correct such defective Work or, if the defective Work has been rejected by OWNER, remove it from the Project and replace it with Work that is not defective, and (iii) satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or repaired or may have the rejected Work removed and replaced, and all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.

B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

D. CONTRACTOR's obligations under this paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER's recommendation of final payment, ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by CONTRACTOR pursuant to this sentence. If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

13.09 *OWNER May Correct Defective Work*

A. If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.06.A, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency.

B. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the Site, take possession of all or part of the Work and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors, and ENGINEER and ENGINEER's Consultants access to the Site to enable OWNER to exercise the rights and remedies under this paragraph.

C. All Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by OWNER in exercising the rights and remedies under this paragraph 13.09 will be charged against CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, OWNER may make a Claim therefor as provided in paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CONTRACTOR's defective Work.

D. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies under this paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The schedule of values established as provided in paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A.* *Applications for Payments*

1. At least 20 days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect OWNER's interest therein, all of which must be satisfactory to OWNER.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge CONTRACTOR's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to pro-gress payments will be as stipulated in the Agreement.

*See Supplementary Conditions

B. *Review of Applications*

1. ENGINEER will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

2. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's observations on the Site of the executed Work as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Comple tion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.08, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the Work.

3. By recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents; or (ii) that there may not be other matters or issues between the parties

that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

4. Neither ENGINEER's review of CONTRACTOR's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment, including final payment, will impose responsibility on ENGINEER to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR's failure to comply with Laws and Regulations applicable to CONTRACTOR's performance of the Work. Additionally, said review or recommendation will not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to OWNER free and clear of any Liens.

5. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.02.B.2. ENGINEER may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Written Amendment or Change Orders;

c. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.09; or

d. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02.A.

C. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER to CONTRACTOR.

D. *Reduction in Payment*

1. OWNER may refuse to make payment of the full amount recommended by ENGINEER because:

a. claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens;

c. there are other items entitling OWNER to a set-off against the amount recommended; or

d. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.02.B.5.a through 14.02.B.5.c or paragraph 15.02.A.

2. If OWNER refuses to make payment of the full amount recommended by ENGINEER, OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld. OWNER shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

3. If it is subsequently determined that OWNER's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by paragraph 14.02.C.1.

14.03 *CONTRACTOR's Warranty of Title*

A. CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Promptly thereafter, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

B. OWNER shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Use by OWNER at OWNER's option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will promptly make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment*

1. After CONTRACTOR has, in the opinion of ENGINEER, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in paragraph 6.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.04.B.7; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in paragraph 14.07.A.2 and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

B. *Review of Application and Acceptance*

1. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application for Payment to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, ENGINEER will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due*

1. Thirty days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR.

14.08 *Final Completion Delayed*

A. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not

fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 OWNER May Suspend Work

A. At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes a Claim therefor as provided in paragraph 10.05.

15.02 *OWNER May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.07 as adjusted from time to time pursuant to paragraph 6.04);

2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;

3. CONTRACTOR's disregard of the authority of ENGINEER; or

4. CONTRACTOR's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in paragraph 15.02.A occur, OWNER may, after giving CONTRACTOR (and the surety, if any) seven days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and, when so approved by ENGINEER, incorporated in a Change Order. When exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

C. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.03 *OWNER May Terminate For Convenience*

A. Upon seven days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. for reasonable expenses directly attributable to termination.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *CONTRACTOR May Stop Work or Terminate*

A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or OWNER fails for 30 days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15.03. In lieu of terminating the Contract and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within 30 days after it is submitted, or OWNER has failed for 30 days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may, seven days after written notice to OWNER and ENGINEER, stop the Work until payment is made of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.04 are not intended to preclude CONTRACTOR from making a Claim under paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Work as permitted by this paragraph.

ARTICLE 16 - DISPUTE RESOLUTION*

16.01 *Methods and Procedures*

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

ARTICLE 17 - MISCELLANEOUS*

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to

exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

# SUPPLEMENTAL GENERAL CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 Edition) and other provisions of the Contract Documents as indicated below. All provisions, which are not so amended or supplemental, remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

**SC-6.10** Delete paragraph 6.10 in its entirely and insert the following in its place:

*The owner qualifies for the state and local tax exemption in the purchase of certain materials and equipment the Contractor shall utilize the form provided herewith in exhibit "D".*

**SC-11.01** Delete paragraph 11.01 in its entirety.

**SC-11.02** Delete paragraph 11.02 in its entirety.

**SC-12.01B.25 & B.3.** Delete paragraph 12.01B.2 & B.3 in its entirety.

**SC-12.01.C.2** Delete paragraph 12.01.C.2 in its entirety.

**SC Article 14.02 C.1** Replace **"Ten days"** with **"Thirty days"** to read as follows: Thirty days after presentation of the Application for Payment to OWNER with ENGINEER'S recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER TO CONTRACTOR.

**SC Article 16** Add the following language at the end of the paragraph of Article 16:

*There are no dispute resolution methods and procedures set forth in the Supplemental Conditions:*

## GENERAL PREVAILING WAGE LEGAL REQUIREMENTS

The Contractor's attention is called to Texas Government Code Chapter 2258, which must be complied with attached herewith as Exhibit "C"

# GENERAL NOTES AND STANDARD SPECIFICATIONS

ITEM 247. Flexible Base

Flexible Base Type E will be composed of caliche (argillaceous Limestone, calcareous or calcareous clay particles) and may contain stone, conglomerate, gravel, sand or granular materials when these materials are in situ with the caliche.

Blended material for Flexible Base TY E GR 4

The Contractor may blend base material with another caliche source or with crushed concrete, meeting the requirements for TY "E" materials, provided a minimum of 50% caliche is used. The crushed concrete may contain sand or granular materials. Stabilizing additives will not be allowed in the raw crushed concrete base. Acceptance will be under the following conditions:

Condition One (1): When both components of the blend in their individual stockpiles meet all the physical requirements of this Item, then field blending will be allowed.

Condition Two (2): When only one component of the blend passes the physical requirements of this Item, the materials shall be blended through a plant for stockpile testing and approval.

Flexible Base (TY E GR 4) shall conform to the following requirements:

BEFORE LIME IS ADDED

| Retained on Sq. Sieve | Percent Retained |
|---|---|
| 2" | 0 |
| ½" | 20-60 |
| No. 4 | 40-75 |
| No. 40 | 70-90 |
| Max. PI: | 15 |
| Max. Wet Ball PI: | 15 |
| Wet Ball Mill Max Amount: | 50 |
| Min. Comp. Strength PSI: | 150 at 15 PSI lateral pressure |
| Triaxial Test | Tex-117-E |

The Wet Ball Test (Tex-116-E) shall be run and the Plasticity Index of the material passing the No. 40 sieve shall be determined (Wet Ball PI).

After 1% lime (laboratory) is added to unlimed material

| | |
|---|---|
| Max PI | 12 |
| Min. Comp. Strength PSI: | 180 at 15 PSI Lateral Pressure |
| Triaxial Test (Lime Treated) | Tex-121-E |

# Technical Specifications

# TECHNICAL SPECIFICATIONS

| ITEM | DESCRIPTION |
|---|---|
| Item 247 | Flexible Base |
| Item 341 | Dense-Graded Hot-Mix Asphalt |
| Item 400 | Excavation and Backfill for Structures |
| Item 402 | Trench Excavation Protection |
| Item 464 | Reinforced Concrete Pipe |
| Item 479 | Adjusting Manholes and Inlets |
| Item 502 | Barricades, Signs and Traffic Handling |
| Item 530 | Driveways and Turnouts |
| Item 506 | Temporary Erosion, Sedimentation and Environmental Controls |

# Item 247

# Flexible Base

## 1. DESCRIPTION

Construct a foundation course composed of flexible base.

## 2. MATERIALS

Furnish uncontaminated materials of uniform quality that meet the requirements of the plans and specifications. Notify the Engineer of the proposed material sources and of changes to material sources. The Engineer may sample and test project materials at any time before compaction throughout the duration of the project to assure specification compliance. Use Tex-100-E material definitions.

2.1. **Aggregate**. Furnish aggregate of the type and grade shown on the plans and meeting the requirements of Table 1. Each source must meet Table 1 requirements for liquid limit, plasticity index, and wet ball mill for the grade specified. Do not use additives, such as but not limited to lime, cement, or fly ash to modify aggregates to meet the requirements of Table 1 unless shown on the plans.

**Table 1**
**Material Requirements**

| Property | Test Method | Grade 1–2 | Grade 3 | Grade 4[2] | Grade 5 |
|---|---|---|---|---|---|
| Master gradation sieve size (cumulative % retained) | Tex-110-E | | | As shown on the plans | |
| 2-1/2" | | 0 | 0 | | 0 |
| 1-3/4" | | 0–10 | 0–10 | | 0–5 |
| 7/8" | | 10–35 | – | | 10–35 |
| 3/8" | | 30–65 | – | | 35–65 |
| #4 | | 45–75 | 45–75 | | 45–75 |
| #40 | | 65–90 | 50–85 | | 70–90 |
| Liquid Limit, % Max | Tex-104-E | 40 | 40 | As shown on the plans | 35 |
| Plasticity Index, Max[1] | Tex-106-E | 10 | 12 | As shown on the plans | 10 |
| Plasticity index, Min[1] | | As shown on the plans | As shown on the plans | As shown on the plans | As shown on the plans |
| Wet ball mill, % Max | Tex-116-E | 40 | – | As shown on the plans | 40 |
| Wet ball mill, % Max increase passing the #40 sieve | | 20 | – | As shown on the plans | 20 |
| Min compressive strength, psi | Tex-117-E | | | As shown on the plans | |
| lateral pressure 0 psi | | 35 | – | | – |
| lateral pressure 3 psi | | – | – | | 90 |
| lateral pressure 15 psi | | 175 | – | | 175 |

1. Determine plastic index in accordance with Tex-107-E (linear shrinkage) when liquid limit is unattainable as defined in Tex-104-E.
2. Grade 4 may be further designated as Grade 4A, Grade 4B, etc.

2.1.1. **Material Tolerances**. The Engineer may accept material if no more than 1 of the 5 most recent gradation tests has an individual sieve outside the specified limits of the gradation.

When target grading is required by the plans, no single failing test may exceed the master grading by more than 5 percentage points on sieves No. 4 and larger or 3 percentage points on sieves smaller than No. 4.

The Engineer may accept material if no more than 1 of the 5 most recent plasticity index tests is outside the specified limit. No single failing test may exceed the allowable limit by more than 2 points.

2.1.2. **Material Types**. Do not use fillers or binders unless approved. Furnish the type specified on the plans in accordance with the following:

2.1.2.1. **Type A**. Crushed stone produced and graded from oversize quarried aggregate that originates from a single, naturally occurring source. Do not use gravel or multiple sources.

2.1.2.2. **Type B**. Crushed or uncrushed gravel. Blending of 2 or more sources is allowed.

2.1.2.3. **Type C**. Crushed gravel with a minimum of 60% of the particles retained on a No. 4 sieve with 2 or more crushed faces as determined by Tex-460-A, Part I. Blending of 2 or more sources is allowed.

2.1.2.4. **Type D**. Type A material or crushed concrete. Crushed concrete containing gravel will be considered Type D material. Crushed concrete must meet the requirements in Section 247.2.1.3.2., "Recycled Material (Including Crushed Concrete) Requirements," and be managed in a way to provide for uniform quality. The Engineer may require separate dedicated stockpiles in order to verify compliance.

2.1.2.5. **Type E**. Caliche, iron ore or as otherwise shown on the plans.

2.1.3. **Recycled Material**. Recycled asphalt pavement (RAP) and other recycled materials may be used when shown on the plans. Request approval to blend 2 or more sources of recycled materials.

2.1.3.1. **Limits on Percentage**. Do not exceed 20% RAP by weight, when RAP is allowed, unless otherwise shown on the plans. The percentage limitations for other recycled materials will be as shown on the plans.

2.1.3.2. **Recycled Material (Including Crushed Concrete) Requirements**.

2.1.3.2.1. **Contractor-Furnished Recycled Materials**. Provide recycled materials that have a maximum sulfate content of 3,000 ppm when tested in accordance with Tex-145-E. When the Contractor furnishes the recycled materials, including crushed concrete, the final product will be subject to the requirements of Table 1 for the grade specified. Certify compliance with DMS-11000, "Evaluating and Using Nonhazardous Recyclable Materials Guidelines," for Contractor furnished recycled materials. In addition, recycled materials must be free from reinforcing steel and other objectionable material and have at most 1.5% deleterious material when tested in accordance with Tex-413-A. For RAP, do not exceed a maximum percent loss from decantation of 5.0% when tested in accordance with Tex-406-A. Test RAP without removing the asphalt.

2.1.3.2.2. **Department-Furnished Required Recycled Materials**. When the Department furnishes and requires the use of recycled materials, unless otherwise shown on the plans:

- Department-required recycled material will not be subject to the requirements in Table 1,
- Contractor-furnished materials are subject to the requirements in Table 1 and this Item,
- the final product, blended, will be subject to the requirements in Table 1, and
- for final product, unblended (100% Department-furnished required recycled material), the liquid limit, plasticity index, wet ball mill, and compressive strength is waived.

Crush Department-furnished RAP so that 100% passes the 2 in. sieve. The Contractor is responsible for uniformly blending to meet the percentage required.

2.1.3.2.3. **Department-Furnished and Allowed Recycled Materials**. When the Department furnishes and allows the use of recycled materials or allows the Contractor to furnish recycled materials, the final blended product is subject to the requirements of Table 1 and the plans.

2.1.3.3. **Recycled Material Sources**. Department-owned recycled material is available to the Contractor only when shown on the plans. Return unused Department-owned recycled materials to the Department stockpile location designated by the Engineer unless otherwise shown on the plans.

The use of Contractor-owned recycled materials is allowed when shown on the plans. Contractor-owned surplus recycled materials remain the property of the Contractor. Remove Contractor-owned recycled materials from the project and dispose of them in accordance with federal, state, and local regulations before project acceptance. Do not intermingle Contractor-owned recycled material with Department-owned recycled material unless approved.

2.2. **Water**. Furnish water free of industrial wastes and other objectionable matter.

2.3. **Material Sources**. Expose the vertical faces of all strata of material proposed for use when non-commercial sources are used. Secure and process the material by successive vertical cuts extending through all exposed strata, when directed.

## 3. EQUIPMENT

Provide machinery, tools, and equipment necessary for proper execution of the work.

3.1. Provide rollers in accordance with Item 210, "Rolling." Provide proof rollers in accordance with Item 216, "Proof Rolling," when required.

3.2. When ride quality measurement is required, provide a high speed or lightweight inertial profiler certified at the Texas A&M Transportation Institute. Provide equipment certification documentation. Display a current decal on the equipment indicating the certification expiration date.

## 4. CONSTRUCTION

Construct each layer uniformly, free of loose or segregated areas, and with the required density and moisture content. Provide a smooth surface that conforms to the typical sections, lines, and grades shown on the plans or as directed.

Stockpile base material temporarily at an approved location before delivery to the roadway. Build stockpiles in layers no greater than 2 ft. thick. Stockpiles must have a total height between 10 and 16 ft. unless otherwise shown on the plans. After construction and acceptance of the stockpile, loading from the stockpile for delivery is allowed. Load by making successive vertical cuts through the entire depth of the stockpile.

Do not add or remove material from temporary stockpiles that require sampling and testing before delivery unless otherwise approved. Charges for additional sampling and testing required as a result of adding or removing material will be deducted from the Contractor's estimates.

Haul approved flexible base in clean trucks. Deliver the required quantity to each 100-ft. station or designated stockpile site as shown on the plans. Prepare stockpile sites as directed. When delivery is to the 100-ft. station, manipulate in accordance with the applicable Items.

4.1. **Preparation of Subgrade or Existing Base**. Remove or scarify existing asphalt concrete pavement in accordance with Item 105, "Removing Treated and Untreated Base and Asphalt Pavement," when shown on the plans or as directed. Shape the subgrade or existing base to conform to the typical sections shown on the plans or as directed.

When new base is required to be mixed with existing base, deliver, place, and spread the new flexible base in the required amount per station. Manipulate and thoroughly mix the new base with existing material to provide a uniform mixture to the specified depth before shaping.

Proof roll the roadbed in accordance with Item 216, "Proof Rolling," before pulverizing or scarifying when shown on the plans or directed. Correct soft spots as directed.

4.2. **Placing**. Spread and shape flexible base into a uniform layer with an approved spreader the same day as delivered unless otherwise approved. Construct layers to the thickness shown on the plans. Maintain the

shape of the course. Control dust by sprinkling, as directed. Correct or replace segregated areas as directed, at no additional expense to the Department.

Place successive base courses and finish courses using the same construction methods required for the first course.

4.3. **Compaction**. Compact using density control unless otherwise shown on the plans. Multiple lifts are permitted when shown on the plans or approved. Bring each layer to the moisture content directed. When necessary, sprinkle the material in accordance with Item 204, "Sprinkling."

Begin rolling longitudinally at the sides and proceed towards the center, overlapping on successive trips by at least 1/2 the width of the roller unit. Begin rolling at the low side and progress toward the high side on superelevated curves. Offset alternate trips of the roller. Operate rollers at a speed between 2 and 6 mph as directed.

Rework, recompact, and refinish material that fails to meet or that loses required moisture, density, stability, or finish requirements before the next course is placed or the project is accepted. Continue work until specification requirements are met. Perform the work at no additional expense to the Department.

Before final acceptance, the Engineer will select the locations of tests and measure the flexible base depth in accordance with Tex-140-E. Correct areas deficient by more than 1/2 in. in thickness by scarifying, adding material as required, reshaping, recompacting, and refinishing at the Contractor's expense.

4.3.1. **Ordinary Compaction**. Roll with approved compaction equipment as directed. Correct irregularities, depressions, and weak spots immediately by scarifying the areas affected, adding or removing approved material as required, reshaping, and recompacting.

4.3.2. **Density Control**. Compact to at least 100% of the maximum dry density determined by Tex-113-E, unless otherwise shown on the plans. Maintain moisture during compaction within ±2 percentage points of the optimum moisture content as determined by Tex-113-E. Measure the moisture content of the material in accordance with Tex-115-E or Tex-103-E during compaction daily and report the results the same day to the Engineer, unless otherwise shown on the plans or directed. Do not achieve density by drying the material after compaction.

The Engineer will determine roadway density and moisture content of completed sections in accordance with Tex-115-E. The Engineer may accept the section if no more than 1 of the 5 most recent density tests is below the specified density and the failing test is no more than 3 pcf below the specified density.

4.4. **Finishing**. After completing compaction, clip, skin, or tight-blade the surface with a maintainer or subgrade trimmer to a depth of approximately 1/4 in. Remove loosened material and dispose of it at an approved location. Seal the clipped surface immediately by rolling with a pneumatic tire roller until a smooth surface is attained. Add small increments of water as needed during rolling. Shape and maintain the course and surface in conformity with the typical sections, lines, and grades as shown on the plans or as directed.

Correct grade deviations greater than 1/4 in. in 16 feet measured longitudinally or greater than 1/4 in. over the entire width of the cross-section in areas where surfacing is to be placed. Correct by loosening and adding, or removing material. Reshape and re-compact in accordance with Section 247.4.3., "Compaction."

4.5. **Curing**. Cure the finished section until the moisture content is at least 2 percentage points below optimum or as directed before applying the next successive course or prime coat.

4.6. **Ride Quality**. This section applies to the final travel lanes that receive a 1 or 2 course surface treatment for the final surface, unless otherwise shown on the plans. Measure ride quality of the base course after placement of the prime coat and before placement of the surface treatment, unless otherwise approved. Use a certified profiler operator from the Department's MPL. When requested, furnish the Engineer documentation for the person certified to operate the profiler.

Provide all profile measurements to the Engineer in electronic data files within 3 days after placement of the prime coat using the format specified in Tex-1001-S. The Engineer will use Department software to evaluate longitudinal profiles to determine areas requiring corrective action. Correct 0.1-mi.sections having an average international roughness index (IRI) value greater than 100.0 in. per mile to an IRI value of 100.0 in. per mile or less for each wheelpath, unless otherwise shown on the plans.

Re-profile and correct sections that fail to maintain ride quality until placement of the next course, as directed. Correct re-profiled sections until specification requirements are met, as approved. Perform this work at no additional expense to the Department.

## 5. MEASUREMENT

Flexible base will be measured as follows:

- **Flexible Base (Complete In Place)**. The ton, square yard, or any cubic yard method.
- **Flexible Base (Roadway Delivery)**. The ton or any cubic yard method.
- **Flexible Base (Stockpile Delivery)**. The ton, cubic yard in vehicle, or cubic yard in stockpile.

Measurement by the cubic yard in final position and square yard is a plans quantity measurement. The quantity to be paid for is the quantity shown in the proposal unless modified by Article 9.2., "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

Measurement is further defined for payment as follows.

5.1. **Cubic Yard in Vehicle**. By the cubic yard in vehicles of uniform capacity at the point of delivery.

5.2. **Cubic Yard in Stockpile**. By the cubic yard in the final stockpile position by the method of average end areas.

5.3. **Cubic Yard in Final Position**. By the cubic yard in the completed and accepted final position. The volume of base course is computed in place by the method of average end areas between the original subgrade or existing base surfaces and the lines, grades, and slopes of the accepted base course as shown on the plans.

5.4. **Square Yard**. By the square yard of surface area in the completed and accepted final position. The surface area of the base course is based on the width of flexible base as shown on the plans.

5.5. **Ton**. By the ton of dry weight in vehicles as delivered. The dry weight is determined by deducting the weight of the moisture in the material at the time of weighing from the gross weight of the material. The Engineer will determine the moisture content in the material in accordance with Tex-103-E from samples taken at the time of weighing.

When material is measured in trucks, the weight of the material will be determined on certified scales, or the Contractor must provide a set of standard platform truck scales at a location approved by the Engineer. Scales must conform to the requirements of Item 520, "Weighing and Measuring Equipment."

## 6. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for the types of work shown below. No additional payment will be made for thickness or width exceeding that shown on the typical section or provided on the plans for cubic yard in the final position or square yard measurement.

Sprinkling and rolling, except proof rolling, will not be paid for directly but will be subsidiary to this Item unless otherwise shown on the plans. When proof rolling is shown on the plans or directed, it will be paid for in accordance with Item 216, "Proof Rolling."

Where subgrade is constructed under this Contract, correction of soft spots in the subgrade will be at the Contractor's expense. Where subgrade is not constructed under this Contract, correction of soft spots in the subgrade will be paid in accordance with pertinent Items or Article 4.4., "Changes in the Work."

6.1. **Flexible Base (Complete In Place)**. Payment will be made for the type and grade specified. For cubic yard measurement, "In Vehicle," "In Stockpile," or "In Final Position" will be specified. For square yard measurement, a depth will be specified. This price is full compensation for furnishing materials, temporary stockpiling, assistance provided in stockpile sampling and operations to level stockpiles for measurement, loading, hauling, delivery of materials, spreading, blading, mixing, shaping, placing, compacting, reworking, finishing, correcting locations where thickness is deficient, curing, furnishing scales and labor for weighing and measuring, and equipment, labor, tools, and incidentals.

6.2. **Flexible Base (Roadway Delivery)**. Payment will be made for the type and grade specified. For cubic yard measurement, "In Vehicle," "In Stockpile," or "In Final Position" will be specified. The unit price bid will not include processing at the roadway. This price is full compensation for furnishing materials, temporary stockpiling, assistance provided in stockpile sampling and operations to level stockpiles for measurement, loading, hauling, delivery of materials, furnishing scales and labor for weighing and measuring, and equipment, labor, tools, and incidentals.

6.3. **Flexible Base (Stockpile Delivery)**. Payment will be made for the type and grade specified. For cubic yard measurement, "In Vehicle" or "In Stockpile" will be specified. The unit price bid will not include processing at the roadway. This price is full compensation for furnishing and disposing of materials, preparing the stockpile area, temporary or permanent stockpiling, assistance provided in stockpile sampling and operations to level stockpiles for measurement, loading, hauling, delivery of materials to the stockpile, furnishing scales and labor for weighing and measuring, and equipment, labor, tools, and incidentals.

# Item 341

# Dense-Graded Hot-Mix Asphalt

## 1. DESCRIPTION

Construct a hot-mix asphalt (HMA) pavement layer composed of a compacted, dense-graded mixture of aggregate and asphalt binder mixed hot in a mixing plant. Pay adjustments will apply to HMA placed under this specification unless the HMA is deemed exempt in accordance with Section 341.4.9.4., "Exempt Production."

## 2. MATERIALS

Furnish uncontaminated materials of uniform quality that meet the requirements of the plans and specifications.

Notify the Engineer of all material sources and before changing any material source or formulation. The Engineer will verify that the specification requirements are met when the Contractor makes a source or formulation change, and may require a new laboratory mixture design, trial batch, or both. The Engineer may sample and test project materials at any time during the project to verify specification compliance in accordance with Item 6, "Control of Materials."

2.1. **Aggregate**. Furnish aggregates from sources that conform to the requirements shown in Table 1 and as specified in this Section. Aggregate requirements in this Section, including those shown in Table 1, may be modified or eliminated when shown on the plans. Additional aggregate requirements may be specified when shown on the plans. Provide aggregate stockpiles that meet the definitions in this Section for coarse, intermediate, or fine aggregate. Aggregate from reclaimed asphalt pavement (RAP) is not required to meet Table 1 requirements unless otherwise shown on the plans. Supply aggregates that meet the definitions in Tex-100-E for crushed gravel or crushed stone. The Engineer will designate the plant or the quarry as the sampling location. Provide samples from materials produced for the project. The Engineer will establish the Surface Aggregate Classification (SAC) and perform Los Angeles abrasion, magnesium sulfate soundness, and Micro-Deval tests. Perform all other aggregate quality tests listed in Table 1. Document all test results on the mixture design report. The Engineer may perform tests on independent or split samples to verify Contractor test results. Stockpile aggregates for each source and type separately. Determine aggregate gradations for mixture design and production testing based on the washed sieve analysis given in Tex-200-F, Part II.

2.1.1. **Coarse Aggregate**. Coarse aggregate stockpiles must have no more than 20% material passing the No. 8 sieve. Aggregates from sources listed in the Department's *Bituminous Rated Source Quality Catalog* (BRSQC) are preapproved for use. Use only the rated values for hot-mix listed in the BRSQC. Rated values for surface treatment (ST) do not apply to coarse aggregate sources used in hot-mix asphalt.

For sources not listed on the Department's BRSQC:

- build an individual stockpile for each material;
- request the Department test the stockpile for specification compliance; and
- once approved, do not add material to the stockpile unless otherwise approved.

Provide aggregate from non-listed sources only when tested by the Engineer and approved before use. Allow 30 calendar days for the Engineer to sample, test, and report results for non-listed sources.

Provide coarse aggregate with at least the minimum SAC shown on the plans. SAC requirements only apply to aggregates used on the surface of travel lanes. SAC requirements apply to aggregates used on surfaces

other than travel lanes when shown on the plans. The SAC for sources on the Department's *Aggregate Quality Monitoring Program* (AQMP) (Tex-499-A) is listed in the BRSQC.

2.1.1.1. **Blending Class A and Class B Aggregates**. Class B aggregate meeting all other requirements in Table 1 may be blended with a Class A aggregate to meet requirements for Class A materials. Ensure that at least 50% by weight, or volume if required, of the material retained on the No. 4 sieve comes from the Class A aggregate source when blending Class A and B aggregates to meet a Class A requirement. Blend by volume if the bulk specific gravities of the Class A and B aggregates differ by more than 0.300. Coarse aggregate from RAP and Recycled Asphalt Shingles (RAS) will be considered as Class B aggregate for blending purposes.

The Engineer may perform tests at any time during production, when the Contractor blends Class A and B aggregates to meet a Class A requirement, to ensure that at least 50% by weight, or volume if required, of the material retained on the No. 4 sieve comes from the Class A aggregate source. The Engineer will use the Department's mix design Excel template, when electing to verify conformance, to calculate the percent of Class A aggregate retained on the No. 4 sieve by inputting the bin percentages shown from readouts in the control room at the time of production and stockpile gradations measured at the time of production. The Engineer may determine the gradations based on either washed or dry sieve analysis from samples obtained from individual aggregate cold feed bins or aggregate stockpiles. The Engineer may perform spot checks using the gradations supplied by the Contractor on the mixture design report as an input for the Excel template; however, a failing spot check will require confirmation with a stockpile gradation determined by the Engineer.

2.1.1.2. **Micro-Deval Abrasion**. The Engineer will perform a minimum of one Micro-Deval abrasion test in accordance with Tex-461-A for each coarse aggregate source used in the mixture design that has a Rated Source Soundness Magnesium (RSSM) loss value greater than 15 as listed in the BRSQC. The Engineer will perform testing before the start of production and may perform additional testing at any time during production. The Engineer may obtain the coarse aggregate samples from each coarse aggregate source or may require the Contractor to obtain the samples. The Engineer may waive all Micro-Deval testing based on a satisfactory test history of the same aggregate source.

The Engineer will estimate the magnesium sulfate soundness loss for each coarse aggregate source, when tested, using the following formula:

$$Mg_{est.} = (RSSM)(MD_{act}/RSMD)$$

where:
$Mg_{est.}$ = magnesium sulfate soundness loss
$MD_{act.}$ = actual Micro-Deval percent loss
$RSMD$ = Rated Source Micro-Deval

When the estimated magnesium sulfate soundness loss is greater than the maximum magnesium sulfate soundness loss specified, the coarse aggregate source will not be allowed for use unless otherwise approved. The Engineer will consult the Geotechnical, Soils, and Aggregates Branch of the Construction Division, and additional testing may be required before granting approval.

2.1.2. **Intermediate Aggregate**. Aggregates not meeting the definition of coarse or fine aggregate will be defined as intermediate aggregate. Supply intermediate aggregates, when used, that are free from organic impurities. The Engineer may test the intermediate aggregate in accordance with Tex-408-A to verify the material is free from organic impurities. Supply intermediate aggregate from coarse aggregate sources, when used, that meet the requirements shown in Table 1 unless otherwise approved.

Test the stockpile if 10% or more of the stockpile is retained on the No. 4 sieve, and verify that it meets the requirements in Table 1 for crushed face count (Tex-460-A) and flat and elongated particles (Tex-280-F).

2.1.3. **Fine Aggregate**. Fine aggregates consist of manufactured sands, screenings, and field sands. Fine aggregate stockpiles must meet the gradation requirements in Table 2. Supply fine aggregates that are free

from organic impurities. The Engineer may test the fine aggregate in accordance with Tex-408-A to verify the material is free from organic impurities. No more than 15% of the total aggregate may be field sand or other uncrushed fine aggregate. Use fine aggregate, with the exception of field sand, from coarse aggregate sources that meet the requirements shown in Table 1 unless otherwise approved.

Test the stockpile if 10% or more of the stockpile is retained on the No. 4 sieve and verify that it meets the requirements in Table 1 for crushed face count (Tex-460-A) and flat and elongated particles (Tex-280-F).

**Table 1**
**Aggregate Quality Requirements**

| Property | Test Method | Requirement |
|---|---|---|
| **Coarse Aggregate** | | |
| SAC | Tex-499-A (AQMP) | As shown on the plans |
| Deleterious material, %, Max | Tex-217-F, Part I | 1.5 |
| Decantation, %, Max | Tex-217-F, Part II | 1.5 |
| Micro-Deval abrasion, % | Tex-461-A | Note[1] |
| Los Angeles abrasion, %, Max | Tex-410-A | 40 |
| Magnesium sulfate soundness, 5 cycles, %, Max | Tex-411-A | 30 |
| Crushed face count,[2] %, Min | Tex-460-A, Part I | 85 |
| Flat and elongated particles @ 5:1, %, Max | Tex-280-F | 10 |
| **Fine Aggregate** | | |
| Linear shrinkage, %, Max | Tex-107-E | 3 |
| **Combined Aggregate[3]** | | |
| Sand equivalent, %, Min | Tex-203-F | 45 |

1. Used to estimate the magnesium sulfate soundness loss in accordance with Section 341.2.1.1.2., "Micro-Deval Abrasion."
2. Only applies to crushed gravel.
3. Aggregates, without mineral filler, RAP, RAS, or additives, combined as used in the job-mix formula (JMF).

**Table 2**
**Gradation Requirements for Fine Aggregate**

| Sieve Size | % Passing by Weight or Volume |
|---|---|
| 3/8" | 100 |
| #8 | 70–100 |
| #200 | 0–30 |

2.2. **Mineral Filler**. Mineral filler consists of finely divided mineral matter such as agricultural lime, crusher fines, hydrated lime, or fly ash. Mineral filler is allowed unless otherwise shown on the plans. Use no more than 2% hydrated lime or fly ash unless otherwise shown on the plans. Use no more than 1% hydrated lime if a substitute binder is used unless otherwise shown on the plans or allowed. Test all mineral fillers except hydrated lime and fly ash in accordance with Tex-107-E to ensure specification compliance. The plans may require or disallow specific mineral fillers. Provide mineral filler, when used, that:

- is sufficiently dry, free-flowing, and free from clumps and foreign matter as determined by the Engineer;
- does not exceed 3% linear shrinkage when tested in accordance with Tex-107-E; and
- meets the gradation requirements in Table 3.

**Table 3**
**Gradation Requirements for Mineral Filler**

| Sieve Size | % Passing by Weight or Volume |
|---|---|
| #8 | 100 |
| #200 | 55–100 |

2.3. **Baghouse Fines**. Fines collected by the baghouse or other dust-collecting equipment may be reintroduced into the mixing drum.

2.4. **Asphalt Binder**. Furnish the type and grade of performance-graded (PG) asphalt specified on the plans.

2.5. **Tack Coat**. Furnish CSS-1H, SS-1H, or a PG binder with a minimum high-temperature grade of PG 58 for tack coat binder in accordance with Item 300, "Asphalts, Oils, and Emulsions." Specialized or preferred tack coat materials may be allowed or required when shown on the plans. Do not dilute emulsified asphalts at the terminal, in the field, or at any other location before use.

The Engineer will obtain at least one sample of the tack coat binder per project in accordance with Tex-500-C, Part III, and test it to verify compliance with Item 300, "Asphalts, Oils, and Emulsions." The Engineer will obtain the sample from the asphalt distributor immediately before use.

2.6. **Additives**. Use the type and rate of additive specified when shown on the plans. Additives that facilitate mixing, compaction, or improve the quality of the mixture are allowed when approved. Provide the Engineer with documentation such as the bill of lading showing the quantity of additives used in the project unless otherwise directed.

2.6.1. **Lime and Liquid Antistripping Agent**. When lime or a liquid antistripping agent is used, add in accordance with Item 301, "Asphalt Antistripping Agents." Do not add lime directly into the mixing drum of any plant where lime is removed through the exhaust stream unless the plant has a baghouse or dust collection system that reintroduces the lime into the drum.

2.6.2. **Warm Mix Asphalt (WMA)**. Warm Mix Asphalt (WMA) is defined as HMA that is produced within a target temperature discharge range of 215°F and 275°F using approved WMA additives or processes from the Department's MPL.

WMA is allowed for use on all projects and is required when shown on the plans. When WMA is required, the maximum placement or target discharge temperature for WMA will be set at a value below 275°F.

Department-approved WMA additives or processes may be used to facilitate mixing and compaction of HMA produced at target discharge temperatures above 275°F; however, such mixtures will not be defined as WMA.

2.7. **Recycled Materials**. Use of RAP and RAS is permitted unless otherwise shown on the plans. Do not exceed the maximum allowable percentages of RAP and RAS shown in Table 4. The allowable percentages shown in Table 4 may be decreased or increased when shown on the plans. Determine asphalt binder content and gradation of the RAP and RAS stockpiles for mixture design purposes in accordance with Tex-236-F. The Engineer may verify the asphalt binder content of the stockpiles at any time during production. Perform other tests on RAP and RAS when shown on the plans. Asphalt binder from RAP and RAS is designated as recycled asphalt binder. Calculate and ensure that the ratio of the recycled asphalt binder to total binder does not exceed the percentages shown in Table 5 during mixture design and HMA production when RAP or RAS is used. Use a separate cold feed bin for each stockpile of RAP and RAS during HMA production.

Surface, intermediate, and base mixes referenced in Tables 4 and 5 are defined as follows:

- **Surface**. The final HMA lift placed at or near the top of the pavement structure;
- **Intermediate**. Mixtures placed below an HMA surface mix and less than or equal to 8.0 in. from the riding surface; and
- **Base**. Mixtures placed greater than 8.0 in. from the riding surface.

2.7.1. **RAP**. RAP is salvaged, milled, pulverized, broken, or crushed asphalt pavement. Crush or break RAP so that 100% of the particles pass the 2 in. sieve. Fractionated RAP is defined as 2 or more RAP stockpiles, divided into coarse and fine fractions.

Use of Contractor-owned RAP including HMA plant waste is permitted unless otherwise shown on the plans. Department-owned RAP stockpiles are available for the Contractor's use when the stockpile locations are shown on the plans. If Department-owned RAP is available for the Contractor's use, the Contractor may use Contractor-owned fractionated RAP and replace it with an equal quantity of Department-owned RAP. This allowance does not apply to a Contractor using unfractionated RAP. Department-owned RAP generated through required work on the Contract is available for the Contractor's use when shown on the plans.

Perform any necessary tests to ensure Contractor- or Department-owned RAP is appropriate for use. The Department will not perform any tests or assume any liability for the quality of the Department-owned RAP unless otherwise shown on the plans. The Contractor will retain ownership of RAP generated on the project when shown on the plans.

The coarse RAP stockpile will contain only material retained by processing over a 3/8-in. or 1/2-in. screen unless otherwise approved. The fine RAP stockpile will contain only material passing the 3/8-in. or 1/2-in. screen unless otherwise approved. The Engineer may allow the Contractor to use an alternate to the 3/8-in. or 1/2-in. screen to fractionate the RAP. The maximum percentages of fractionated RAP may be comprised of coarse or fine fractionated RAP or the combination of both coarse and fine fractionated RAP.

Do not use Department- or Contractor-owned RAP contaminated with dirt or other objectionable materials. Do not use Department- or Contractor-owned RAP if the decantation value exceeds 5% and the plasticity index is greater than 8. Test the stockpiled RAP for decantation in accordance with Tex-406-A, Part I. Determine the plasticity index in accordance with Tex-106-E if the decantation value exceeds 5%. The decantation and plasticity index requirements do not apply to RAP samples with asphalt removed by extraction or ignition.

Do not intermingle Contractor-owned RAP stockpiles with Department-owned RAP stockpiles. Remove unused Contractor-owned RAP material from the project site upon completion of the project. Return unused Department-owned RAP to the designated stockpile location.

**Table 4**
**Maximum Allowable Amounts of RAP[1]**

| Maximum Allowable Fractionated RAP[2] (%) | | | Maximum Allowable Unfractionated RAP[3] (%) | | |
|---|---|---|---|---|---|
| Surface | Intermediate | Base | Surface | Intermediate | Base |
| 20.0 | 30.0 | 40.0 | 10.0 | 10.0 | 10.0 |

1. Must also meet the recycled binder to total binder ratio shown in Table 5.
2. Up to 5% RAS may be used separately or as a replacement for fractionated RAP.
3. Unfractionated RAP may not be combined with fractionated RAP or RAS.

2.7.2. **RAS**. Use of post-manufactured RAS or post-consumer RAS (tear-offs) is permitted unless otherwise shown on the plans. Up to 5% RAS may be used separately or as a replacement for fractionated RAP in accordance with Table 4 and Table 5. RAS is defined as processed asphalt shingle material from manufacturing of asphalt roofing shingles or from re-roofing residential structures. Post-manufactured RAS is processed manufacturer's shingle scrap by-product. Post-consumer RAS is processed shingle scrap removed from residential structures. Comply with all regulatory requirements stipulated for RAS by the TCEQ. RAS may be used separately or in conjunction with RAP.

Process the RAS by ambient grinding or granulating such that 100% of the particles pass the 3/8 in. sieve when tested in accordance with Tex-200-F, Part I. Perform a sieve analysis on processed RAS material before extraction (or ignition) of the asphalt binder.

Add sand meeting the requirements of Table 1 and Table 2 or fine RAP to RAS stockpiles if needed to keep the processed material workable. Any stockpile that contains RAS will be considered a RAS stockpile and be limited to no more than 5.0% of the HMA mixture in accordance with Table 4.

Certify compliance of the RAS with DMS-11000, "Evaluating and Using Nonhazardous Recyclable Materials Guidelines." Treat RAS as an established nonhazardous recyclable material if it has not come into contact with any hazardous materials. Use RAS from shingle sources on the Department's MPL. Remove substantially all materials before use that are not part of the shingle, such as wood, paper, metal, plastic, and felt paper. Determine the deleterious content of RAS material for mixture design purposes in accordance with Tex-217-F, Part III. Do not use RAS if deleterious materials are more than 0.5% of the stockpiled RAS unless otherwise approved. Submit a sample for approval before submitting the mixture design. The Department will perform the testing for deleterious material of RAS to determine specification compliance.

2.8. **Substitute Binders**. Unless otherwise shown on the plans, the Contractor may use a substitute PG binder listed in Table 5 instead of the PG binder originally specified, if the substitute PG binder and mixture made with the substitute PG binder meet the following:

- the substitute binder meets the specification requirements for the substitute binder grade in accordance with Section 300.2.10., "Performance-Graded Binders"; and
- the mixture has less than 10.0 mm of rutting on the Hamburg Wheel test (Tex-242-F) after the number of passes required for the originally specified binder. Use of substitute PG binders may only be allowed at the discretion of the Engineer if the Hamburg Wheel test results are between 10.0 mm and 12.5 mm.

**Table 5**
**Allowable Substitute PG Binders and Maximum Recycled Binder Ratios**

| Originally Specified PG Binder | Allowable Substitute PG Binder | Maximum Ratio of Recycled Binder[1] to Total Binder (%) | | |
|---|---|---|---|---|
| | | Surface | Intermediate | Base |
| **HMA** | | | | |
| 76-22[2] | 70-22 or 64-22 | 20.0 | 20.0 | 20.0 |
| | 70-28 or 64-28 | 30.0 | 35.0 | 40.0 |
| 70-22[2] | 64-22 | 20.0 | 20.0 | 20.0 |
| | 64-28 or 58-28 | 30.0 | 35.0 | 40.0 |
| 64-22[2] | 58-28 | 30.0 | 35.0 | 40.0 |
| 76-28[2] | 70-28 or 64-28 | 20.0 | 20.0 | 20.0 |
| | 64-34 | 30.0 | 35.0 | 40.0 |
| 70-28[2] | 64-28 or 58-28 | 20.0 | 20.0 | 20.0 |
| | 64-34 or 58-34 | 30.0 | 35.0 | 40.0 |
| 64-28[2] | 58-28 | 20.0 | 20.0 | 20.0 |
| | 58-34 | 30.0 | 35.0 | 40.0 |
| **WMA[3]** | | | | |
| 76-22[2] | 70-22 or 64-22 | 30.0 | 35.0 | 40.0 |
| 70-22[2] | 64-22 or 58-28 | 30.0 | 35.0 | 40.0 |
| 64-22[4] | 58-28 | 30.0 | 35.0 | 40.0 |
| 76-28[2] | 70-28 or 64-28 | 30.0 | 35.0 | 40.0 |
| 70-28[2] | 64-28 or 58-28 | 30.0 | 35.0 | 40.0 |
| 64-28[4] | 58-28 | 30.0 | 35.0 | 40.0 |

1. Combined recycled binder from RAP and RAS.
2. Use no more than 20.0% recycled binder when using this originally specified PG binder.
3. WMA as defined in Section 341.2.6.2., "Warm Mix Asphalt (WMA)."
4. When used with WMA, this originally specified PG binder is allowed for use at the maximum recycled binder ratios shown in this table.

## 3. EQUIPMENT

Provide required or necessary equipment in accordance with Item 320, "Equipment for Asphalt Concrete Pavement."

## 4. CONSTRUCTION

Produce, haul, place, and compact the specified paving mixture. In addition to tests required by the specification, Contractors may perform other QC tests as deemed necessary. At any time during the project, the Engineer may perform production and placement tests as deemed necessary in accordance with Item 5, "Control of the Work." Schedule and participate in a mandatory pre-paving meeting with the Engineer on or before the first day of paving unless otherwise shown on the plans.

4.1. **Certification**. Personnel certified by the Department-approved hot-mix asphalt certification program must conduct all mixture designs, sampling, and testing in accordance with Table 6. Supply the Engineer with a list of certified personnel and copies of their current certificates before beginning production and when personnel changes are made. Provide a mixture design developed and signed by a Level 2 certified specialist. Provide Level 1A certified specialists at the plant during production operations. Provide Level 1B certified specialists to conduct placement tests.

**Table 6**
**Test Methods, Test Responsibility, and Minimum Certification Levels**

| Test Description | Test Method | Contractor | Engineer | Level[1] |
|---|---|---|---|---|
| ***1. Aggregate and Recycled Material Testing*** | | | | |
| Sampling | Tex-221-F | ✓ | ✓ | 1A |
| Dry sieve | Tex-200-F, Part I | ✓ | ✓ | 1A |
| Washed sieve | Tex-200-F, Part II | ✓ | ✓ | 1A |
| Deleterious material | Tex-217-F, Parts I & III | ✓ | ✓ | 1A |
| Decantation | Tex-217-F, Part II | ✓ | ✓ | 1A |
| Los Angeles abrasion | Tex-410-A | | ✓ | TxDOT |
| Magnesium sulfate soundness | Tex-411-A | | ✓ | TxDOT |
| Micro-Deval abrasion | Tex-461-A | | ✓ | 2 |
| Crushed face count | Tex-460-A | ✓ | ✓ | 2 |
| Flat and elongated particles | Tex-280-F | ✓ | ✓ | 2 |
| Linear shrinkage | Tex-107-E | ✓ | ✓ | 2 |
| Sand equivalent | Tex-203-F | ✓ | ✓ | 2 |
| Organic impurities | Tex-408-A | ✓ | ✓ | 2 |
| ***2. Asphalt Binder & Tack Coat Sampling*** | | | | |
| Asphalt binder sampling | Tex-500-C, Part II | ✓ | ✓ | 1A/1B |
| Tack coat sampling | Tex-500-C, Part III | ✓ | ✓ | 1A/1B |
| ***3. Mix Design & Verification*** | | | | |
| Design and JMF changes | Tex-204-F | ✓ | ✓ | 2 |
| Mixing | Tex-205-F | ✓ | ✓ | 2 |
| Molding (TGC) | Tex-206-F | ✓ | ✓ | 1A |
| Molding (SGC) | Tex-241-F | ✓ | ✓ | 1A |
| Laboratory-molded density | Tex-207-F | ✓ | ✓ | 1A |
| VMA[2] (calculation only) | Tex-204-F | ✓ | ✓ | 2 |
| Rice gravity | Tex-227-F | ✓ | ✓ | 1A |
| Ignition oven correction factors[3] | Tex-236-F | ✓ | ✓ | 2 |
| Indirect tensile strength | Tex-226-F | ✓ | ✓ | 2 |
| Hamburg Wheel test | Tex-242-F | ✓ | ✓ | 2 |
| Boil test | Tex-530-C | ✓ | ✓ | 1A |
| ***4. Production Testing*** | | | | |
| Selecting production random numbers | Tex-225-F, Part I | | ✓ | 1A |
| Mixture sampling | Tex-222-F | ✓ | ✓ | 1A |
| Molding (TGC) | Tex-206-F | ✓ | ✓ | 1A |
| Molding (SGC) | Tex-241-F | ✓ | ✓ | 1A |
| Laboratory-molded density | Tex-207-F | ✓ | ✓ | 1A |
| VMA[2] (calculation only) | Tex-204-F | ✓ | ✓ | 1A |
| Rice gravity | Tex-227-F | ✓ | ✓ | 1A |
| Gradation & asphalt binder content[3] | Tex-236-F | ✓ | ✓ | 1A |
| Control charts | Tex-233-F | ✓ | ✓ | 1A |
| Moisture content | Tex-212-F | ✓ | ✓ | 1A |
| Hamburg Wheel test | Tex-242-F | ✓ | ✓ | 2 |
| Micro-Deval abrasion | Tex-461-A | | ✓ | 2 |
| Boil test | Tex-530-C | ✓ | ✓ | 1A |
| Abson recovery | Tex-211-F | | ✓ | TxDOT |
| Overlay test | Tex-248-F | | ✓ | TxDOT |
| Cantabro loss | Tex-245-F | | ✓ | 2 |
| ***5. Placement Testing*** | | | | |
| Selecting placement random numbers | Tex-225-F, Part II | | ✓ | 1A/1B |
| Trimming roadway cores | Tex-207-F | ✓ | ✓ | 1A/1B |
| In-place air voids | Tex-207-F | ✓ | ✓ | 1A/1B |
| Establish rolling pattern | Tex-207-F | ✓ | | 1B |
| Control charts | Tex-233-F | ✓ | ✓ | 1A |
| Ride quality measurement | Tex-1001-S | ✓ | ✓ | Note[4] |
| Segregation (density profile) | Tex-207-F, Part V | ✓ | ✓ | 1B |
| Longitudinal joint density | Tex-207-F, Part VII | ✓ | ✓ | 1B |
| Thermal profile | Tex-244-F | ✓ | ✓ | 1B |

1. Level 1A, 1B, and 2 are certification levels provided by the Hot Mix Asphalt Center certification program.
2. Voids in mineral aggregates.
3. Refer to Section 341.4.9.2.3., "Production Testing," for exceptions to using an ignition oven.
4. Profiler and operator are required to be certified at the Texas A&M Transportation Institute facility when Surface Test Type B is specified.

4.2. **Reporting and Responsibilities**. Use Department-provided Excel templates to record and calculate all test data, including mixture design, production and placement QC/QA, control charts, thermal profiles, segregation density profiles, and longitudinal joint density. Obtain the latest version of the Excel templates at http://www.txdot.gov/inside-txdot/forms-publications/consultants-contractors/forms/site-manager.html or from the Engineer. The Engineer and the Contractor will provide any available test results to the other party when requested. The maximum allowable time for the Contractor and Engineer to exchange test data is as given in Table 7 unless otherwise approved. The Engineer and the Contractor will immediately report to the other party any test result that requires suspension of production or placement, a payment penalty, or that fails to meet the specification requirements. Record and submit all test results and pertinent information on Department-provided Excel templates to the Engineer electronically by means of a portable USB flash drive, compact disc, or via email.

Subsequent sublots placed after test results are available to the Contractor, which require suspension of operations, may be considered unauthorized work. Unauthorized work will be accepted or rejected at the discretion of the Engineer in accordance with Article 5.3., "Conformity with Plans, Specifications, and Special Provisions."

**Table 7**
**Reporting Schedule**

| Description | Reported By | Reported To | To Be Reported Within |
|---|---|---|---|
| ***Production Quality Control*** | | | |
| Gradation[1] | Contractor | Engineer | 1 working day of completion of the sublot |
| Asphalt binder content[1] | | | |
| Laboratory-molded density[2] | | | |
| Moisture content[3] | | | |
| Boil test[3] | | | |
| ***Production Quality Assurance*** | | | |
| Gradation[3] | Engineer | Contractor | 1 working day of completion of the sublot |
| Asphalt binder content[3] | | | |
| Laboratory-molded density[1] | | | |
| Hamburg Wheel test[2] | | | |
| Boil test[3] | | | |
| Binder tests[2] | | | |
| ***Placement Quality Control*** | | | |
| In-place air voids[2] | Contractor | Engineer | 1 working day of completion of the lot |
| Segregation[1] | | | |
| Longitudinal joint density[1] | | | |
| Thermal profile[1] | | | |
| ***Placement Quality Assurance*** | | | |
| In-place air voids[1] | Engineer | Contractor | 1 working day of receipt of the trimmed cores for in-place air voids[4] |
| Segregation[2] | | | |
| Longitudinal joint density[2] | | | |
| Thermal profile[2] | | | |
| Aging ratio[2] | | | |
| Pay adjustment summary | Engineer | Contractor | 2 working days of performing all required tests and receiving Contractor test data |

1. These tests are required on every sublot.
2. Optional test. To be reported as soon as results become available.
3. To be performed at the frequency specified on the plans.
4. 2 days are allowed if cores cannot be dried to constant weight within 1 day.

The Engineer will use the Department-provided Excel template to calculate all pay adjustment factors for the lot. Sublot samples may be discarded after the Engineer and Contractor sign off on the pay adjustment summary documentation for the lot.

Use the procedures described in Tex-233-F to plot the results of all quality control (QC) and quality assurance (QA) testing. Update the control charts as soon as test results for each sublot become available. Make the control charts readily accessible at the field laboratory. The Engineer may suspend production for failure to update control charts.

4.3. **Quality Control Plan (QCP)**. Develop and follow the QCP in detail. Obtain approval for changes to the QCP made during the project. The Engineer may suspend operations if the Contractor fails to comply with the QCP.

Submit a written QCP before the mandatory pre-paving meeting. Receive approval of the QCP before beginning production. Include the following items in the QCP:

4.3.1. **Project Personnel**. For project personnel, include:

- a list of individuals responsible for QC with authority to take corrective action;
- current contact information for each individual listed; and
- current copies of certification documents for individuals performing specified QC functions.

4.3.2. **Material Delivery and Storage**. For material delivery and storage, include:

- the sequence of material processing, delivery, and minimum quantities to assure continuous plant operations;
- aggregate stockpiling procedures to avoid contamination and segregation;
- frequency, type, and timing of aggregate stockpile testing to assure conformance of material requirements before mixture production; and
- procedure for monitoring the quality and variability of asphalt binder.

4.3.3. **Production**. For production, include:

- loader operation procedures to avoid contamination in cold bins;
- procedures for calibrating and controlling cold feeds;
- procedures to eliminate debris or oversized material;
- procedures for adding and verifying rates of each applicable mixture component (e.g., aggregate, asphalt binder, RAP, RAS, lime, liquid antistrip, WMA);
- procedures for reporting job control test results; and
- procedures to avoid segregation and drain-down in the silo.

4.3.4. **Loading and Transporting**. For loading and transporting, include:

- type and application method for release agents; and
- truck loading procedures to avoid segregation.

4.3.5. **Placement and Compaction**. For placement and compaction, include:

- proposed agenda for mandatory pre-paving meeting, including date and location;
- proposed paving plan (e.g., paving widths, joint offsets, and lift thicknesses);
- type and application method for release agents in the paver and on rollers, shovels, lutes, and other utensils;
- procedures for the transfer of mixture into the paver, while avoiding segregation and preventing material spillage;
- process to balance production, delivery, paving, and compaction to achieve continuous placement operations and good ride quality;
- paver operations (e.g., operation of wings, height of mixture in auger chamber) to avoid physical and thermal segregation and other surface irregularities; and
- procedures to construct quality longitudinal and transverse joints.

4.4. **Mixture Design**.

4.4.1. **Design Requirements**. The Contractor may design the mixture using a Texas Gyratory Compactor (TGC) or a Superpave Gyratory Compactor (SGC) unless otherwise shown on the plans. Use the typical weight design example given in Tex-204-F, Part I, when using a TGC. Use the Superpave mixture design procedure given

in Tex-204-F, Part IV, when using a SGC. Design the mixture to meet the requirements listed in Tables 1, 2, 3, 4, 5, 8, 9, and 10.

4.4.1.1. **Target Laboratory-Molded Density When The TGC Is Used**. Design the mixture at a 96.5% target laboratory-molded density. Increase the target laboratory-molded density to 97.0% or 97.5% at the Contractor's discretion or when shown on the plans or specification.

4.4.1.2. **Design Number of Gyrations (Ndesign) When The SGC Is Used**. Design the mixture at 50 gyrations (Ndesign). Use a target laboratory-molded density of 96.0% to design the mixture; however, adjustments can be made to the Ndesign value as noted in Table 9. The Ndesign level may be reduced to no less than 35 gyrations at the Contractor's discretion.

Use an approved laboratory from the Department's MPL to perform the Hamburg Wheel test, and provide results with the mixture design, or provide the laboratory mixture and request that the Department perform the Hamburg Wheel test. The Engineer will be allowed 10 working days to provide the Contractor with Hamburg Wheel test results on the laboratory mixture design.

The Engineer will provide the mixture design when shown on the plans. The Contractor may submit a new mixture design at any time during the project. The Engineer will verify and approve all mixture designs (JMF1) before the Contractor can begin production.

Provide the Engineer with a mixture design report using the Department-provided Excel template. Include the following items in the report:

- the combined aggregate gradation, source, specific gravity, and percent of each material used;
- asphalt binder content and aggregate gradation of RAP and RAS stockpiles;
- the target laboratory-molded density (or Ndesign level when using the SGC);
- results of all applicable tests;
- the mixing and molding temperatures;
- the signature of the Level 2 person or persons that performed the design;
- the date the mixture design was performed; and
- a unique identification number for the mixture design.

**Table 8**
**Master Gradation Limits (% Passing by Weight or Volume) and VMA Requirements**

| Sieve Size | A Coarse Base | B Fine Base | C Coarse Surface | D Fine Surface | F Fine Mixture |
|---|---|---|---|---|---|
| 2" | 100.0[1] | – | – | – | – |
| 1-1/2" | 98.0–100.0 | 100.0[1] | – | – | – |
| 1" | 78.0–94.0 | 98.0–100.0 | 100.0[1] | – | – |
| 3/4" | 64.0–85.0 | 84.0–98.0 | 95.0–100.0 | 100.0[1] | – |
| 1/2" | 50.0–70.0 | – | – | 98.0–100.0 | 100.0[1] |
| 3/8" | – | 60.0–80.0 | 70.0–85.0 | 85.0–100.0 | 98.0–100.0 |
| #4 | 30.0–50.0 | 40.0–60.0 | 43.0–63.0 | 50.0–70.0 | 70.0–90.0 |
| #8 | 22.0–36.0 | 29.0–43.0 | 32.0–44.0 | 35.0–46.0 | 38.0–48.0 |
| #30 | 8.0–23.0 | 13.0–28.0 | 14.0–28.0 | 15.0–29.0 | 12.0–27.0 |
| #50 | 3.0–19.0 | 6.0–20.0 | 7.0–21.0 | 7.0–20.0 | 6.0–19.0 |
| #200 | 2.0–7.0 | 2.0–7.0 | 2.0–7.0 | 2.0–7.0 | 2.0–7.0 |
| **Design VMA, % Minimum** | | | | | |
| – | 12.0 | 13.0 | 14.0 | 15.0 | 16.0 |
| **Production (Plant-Produced) VMA, % Minimum** | | | | | |
| – | 11.5 | 12.5 | 13.5 | 14.5 | 15.5 |

1. Defined as maximum sieve size. No tolerance allowed.

**Table 9**
**Laboratory Mixture Design Properties**

| Mixture Property | Test Method | Requirement |
|---|---|---|
| Target laboratory-molded density, % (TGC) | Tex-207-F | 96.5[1] |
| Design gyrations (Ndesign for SGC) | Tex-241-F | 50[2] |
| Indirect tensile strength (dry), psi | Tex-226-F | 85–200[3] |
| Boil test[4] | Tex-530-C | – |

1. Increase to 97.0% or 97.5% at the Contractor's discretion or when shown on the plans or specification.
2. Adjust within a range of 35–100 gyrations when shown on the plans or specification or when mutually agreed between the Engineer and Contractor.
3. The Engineer may allow the IDT strength to exceed 200 psi if the corresponding Hamburg Wheel rut depth is greater than 3.0 mm and less than 12.5 mm.
4. Used to establish baseline for comparison to production results. May be waived when approved.

**Table 10**
**Hamburg Wheel Test Requirements**

| High-Temperature Binder Grade | Test Method | Minimum # of Passes[1] @ 12.5 mm[2] Rut Depth, Tested @ 50°C |
|---|---|---|
| PG 64 or lower | Tex-242-F | 10,000 |
| PG 70 | | 15,000 |
| PG 76 or higher | | 20,000 |

1. May be decreased or waived when shown on the plans.
2. When the rut depth at the required minimum number of passes is less than 3 mm, the Engineer may require the Contractor to increase the target laboratory-molded density (TGC) by 0.5% to no more than 97.5% or lower the Ndesign level (SGC) to no less than 35 gyrations.

4.4.2. **Job-Mix Formula Approval**. The job-mix formula (JMF) is the combined aggregate gradation, target laboratory-molded density (or Ndesign level), and target asphalt percentage used to establish target values for hot-mix production. JMF1 is the original laboratory mixture design used to produce the trial batch. When WMA is used, JMF1 may be designed and submitted to the Engineer without including the WMA additive. When WMA is used, document the additive or process used and recommended rate on the JMF1 submittal. The Engineer and the Contractor will verify JMF1 based on plant-produced mixture from the trial batch unless otherwise approved. The Engineer may accept an existing mixture design previously used on a Department project and may waive the trial batch to verify JMF1. The Department may require the Contractor to reimburse the Department for verification tests if more than 2 trial batches per design are required.

4.4.2.1. **Contractor's Responsibilities**.

4.4.2.1.1. **Providing Gyratory Compactor**. Use a TGC calibrated in accordance with Tex-914-K when electing or required to design the mixture in accordance with Tex-204-F, Part I, for molding production samples. Furnish an SGC calibrated in accordance with Tex-241-F when electing or required to design the mixture in accordance with Tex-204-F, Part IV, for molding production samples. Locate the SGC, if used, at the Engineer's field laboratory and make the SGC available to the Engineer for use in molding production samples.

4.4.2.1.2. **Gyratory Compactor Correlation Factors**. Use Tex-206-F, Part II, to perform a gyratory compactor correlation when the Engineer uses a different gyratory compactor. Apply the correlation factor to all subsequent production test results.

4.4.2.1.3. **Submitting JMF1**. Furnish a mix design report (JMF1) with representative samples of all component materials and request approval to produce the trial batch. Provide approximately 10,000 g of the design mixture if opting to have the Department perform the Hamburg Wheel test on the laboratory mixture, and request that the Department perform the test.

4.4.2.1.4. **Supplying Aggregates**. Provide approximately 40 lb. of each aggregate stockpile unless otherwise directed.

4.4.2.1.5. **Supplying Asphalt**. Provide at least 1 gal. of the asphalt material and sufficient quantities of any additives proposed for use.

4.4.2.1.6. **Ignition Oven Correction Factors**. Determine the aggregate and asphalt correction factors from the ignition oven in accordance with Tex-236-F. Provide the Engineer with split samples of the mixtures before the trial batch production, including all additives (except water), and blank samples used to determine the correction factors for the ignition oven used for QA testing during production. Correction factors established from a previously approved mixture design may be used for the current mixture design if the mixture design and ignition oven are the same as previously used, unless otherwise directed.

4.4.2.1.7. **Boil Test**. Perform the test and retain the tested sample from Tex-530-C until completion of the project or as directed. Use this sample for comparison purposes during production. The Engineer may waive the requirement for the boil test.

4.4.2.1.8. **Trial Batch Production**. Provide a plant-produced trial batch upon receiving conditional approval of JMF1 and authorization to produce a trial batch, including the WMA additive or process if applicable, for verification testing of JMF1 and development of JMF2. Produce a trial batch mixture that meets the requirements in Table 4, Table 5, and Table 11. The Engineer may accept test results from recent production of the same mixture instead of a new trial batch.

4.4.2.1.9. **Trial Batch Production Equipment**. Use only equipment and materials proposed for use on the project to produce the trial batch.

4.4.2.1.10. **Trial Batch Quantity**. Produce enough quantity of the trial batch to ensure that the mixture meets the specification requirements.

4.4.2.1.11. **Number of Trial Batches**. Produce trial batches as necessary to obtain a mixture that meets the specification requirements.

4.4.2.1.12. **Trial Batch Sampling**. Obtain a representative sample of the trial batch and split it into 3 equal portions in accordance with Tex-222-F. Label these portions as "Contractor," "Engineer," and "Referee." Deliver samples to the appropriate laboratory as directed.

4.4.2.1.13. **Trial Batch Testing**. Test the trial batch to ensure the mixture produced using the proposed JMF1 meets the mixture requirements in Table 11. Ensure the trial batch mixture is also in compliance with the Hamburg Wheel requirement in Table 10. Use a Department-approved laboratory to perform the Hamburg Wheel test on the trial batch mixture or request that the Department perform the Hamburg Wheel test. The Engineer will be allowed 10 working days to provide the Contractor with Hamburg Wheel test results on the trial batch. Provide the Engineer with a copy of the trial batch test results.

4.4.2.1.14. **Development of JMF2**. Evaluate the trial batch test results after the Engineer grants full approval of JMF1 based on results from the trial batch, determine the optimum mixture proportions, and submit as JMF2. Adjust the asphalt binder content or gradation to achieve the specified target laboratory-molded density. The asphalt binder content established for JMF2 is not required to be within any tolerance of the optimum asphalt binder content established for JMF1; however, mixture produced using JMF2 must meet the voids in mineral aggregates (VMA) requirements for production shown in Table 8. If the optimum asphalt binder content for JMF2 is more than 0.5% lower than the optimum asphalt binder content for JMF1, the Engineer may perform or require the Contractor to perform Tex-226-F on Lot 1 production to confirm the indirect tensile strength does not exceed 200 psi. Verify that JMF2 meets the mixture requirements in Table 5.

4.4.2.1.15. **Mixture Production**. Use JMF2 to produce Lot 1 as described in Section 341.4.9.3.1.1., "Lot 1 Placement," after receiving approval for JMF2 and a passing result from the Department's or a Department-approved laboratory's Hamburg Wheel test on the trial batch. If desired, proceed to Lot 1 production, once JMF2 is approved, at the Contractor's risk without receiving the results from the Department's Hamburg Wheel test on the trial batch.

Notify the Engineer if electing to proceed without Hamburg Wheel test results from the trial batch. Note that the Engineer may require up to the entire sublot of any mixture failing the Hamburg Wheel test to be removed and replaced at the Contractor's expense.

4.4.2.1.16. **Development of JMF3**. Evaluate the test results from Lot 1, determine the optimum mixture proportions, and submit as JMF3 for use in Lot 2.

4.4.2.1.17. **JMF Adjustments**. If JMF adjustments are necessary to achieve the specified requirements, make the adjustments before beginning a new lot. The adjusted JMF must:

- be provided to the Engineer in writing before the start of a new lot;
- be numbered in sequence to the previous JMF;
- meet the mixture requirements in Table 4 and Table 5;
- meet the master gradation limits shown in Table 8; and
- be within the operational tolerances of JMF2 listed in Table 11.

4.4.2.1.18. **Requesting Referee Testing**. Use referee testing, if needed, in accordance with Section 341.4.9.1., "Referee Testing," to resolve testing differences with the Engineer.

**Table 11**
**Operational Tolerances**

| Description | Test Method | Allowable Difference Between Trial Batch and JMF1 Target | Allowable Difference from Current JMF Target | Allowable Difference between Contractor and Engineer[1] |
|---|---|---|---|---|
| Individual % retained for #8 sieve and larger | Tex-200-F or Tex-236-F | Must be Within Master Grading Limits in Table 8 | ±5.0[2,3] | ±5.0 |
| Individual % retained for sieves smaller than #8 and larger than #200 | | | ±3.0[2,3] | ±3.0 |
| % passing the #200 sieve | | | ±2.0[2,3] | ±1.6 |
| Asphalt binder content, % | Tex-236-F | ±0.5 | ±0.3[3] | ±0.3 |
| Laboratory-molded density, % | Tex-207-F | ±1.0 | ±1.0 | ±1.0 |
| In-place air voids, % | | N/A | N/A | ±1.0 |
| Laboratory-molded bulk specific gravity | | N/A | N/A | ±0.020 |
| VMA, %, min | Tex-204-F | Note[4] | Note[4] | N/A |
| Theoretical maximum specific (Rice) gravity | Tex-227-F | N/A | N/A | ±0.020 |

1. Contractor may request referee testing only when values exceed these tolerances.
2. When within these tolerances, mixture production gradations may fall outside the master grading limits; however, the % passing the #200 will be considered out of tolerance when outside the master grading limits.
3. Only applies to mixture produced for Lot 1 and higher.
4. Test and verify that Table 8 requirements are met.

4.4.2.2. **Engineer's Responsibilities**.

4.4.2.2.1. **Gyratory Compactor**. For mixtures designed in accordance with Tex-204-F, Part I, the Engineer will use a Department TGC, calibrated in accordance with Tex-914-K, to mold samples for trial batch and production testing. The Engineer will make the Department TGC and the Department field laboratory available to the Contractor for molding verification samples, if requested by the Contractor.

For mixtures designed in accordance with Tex-204-F, Part IV, the Engineer will use a Department SGC, calibrated in accordance with Tex-241-F, to mold samples for laboratory mixture design verification. For molding trial batch and production specimens, the Engineer will use the Contractor-provided SGC at the field laboratory or provide and use a Department SGC at an alternate location. The Engineer will make the Contractor-provided SGC in the Department field laboratory available to the Contractor for molding verification samples.

4.4.2.2.2. **Conditional Approval of JMF1 and Authorizing Trial Batch**. The Engineer will review and verify conformance of the following information within 2 working days of receipt:

- the Contractor's mix design report (JMF1);
- the Contractor-provided Hamburg Wheel test results;

- all required materials including aggregates, asphalt, additives, and recycled materials; and
- the mixture specifications.

The Engineer will grant the Contractor conditional approval of JMF1 if the information provided on the paper copy of JMF1 indicates that the Contractor's mixture design meets the specifications. When the Contractor does not provide Hamburg Wheel test results with laboratory mixture design, 10 working days are allowed for conditional approval of JMF1. The Engineer will base full approval of JMF1 on the test results on mixture from the trial batch.

Unless waived, the Engineer will determine the Micro-Deval abrasion loss in accordance with Section 341.2.1.1.2., "Micro-Deval Abrasion." If the Engineer's test results are pending after 2 working days, conditional approval of JMF1 will still be granted within 2 working days of receiving JMF1. When the Engineer's test results become available, they will be used for specification compliance.

After conditionally approving JMF1, including either Contractor- or Department-supplied Hamburg Wheel test results, the Contractor is authorized to produce a trial batch.

4.4.2.2.3. **Hamburg Wheel Testing of JMF1**. If the Contractor requests the option to have the Department perform the Hamburg Wheel test on the laboratory mixture, the Engineer will mold samples in accordance with Tex-242-F to verify compliance with the Hamburg Wheel test requirement in Table 10.

4.4.2.2.4. **Ignition Oven Correction Factors**. The Engineer will use the split samples provided by the Contractor to determine the aggregate and asphalt correction factors for the ignition oven used for QA testing during production in accordance with Tex-236-F.

4.4.2.2.5. **Testing the Trial Batch**. Within 1 full working day, the Engineer will sample and test the trial batch to ensure that the mixture meets the requirements in Table 11. If the Contractor requests the option to have the Department perform the Hamburg Wheel test on the trial batch mixture, the Engineer will mold samples in accordance with Tex-242-F to verify compliance with the Hamburg Wheel test requirement in Table 10.

The Engineer will have the option to perform the following tests on the trial batch:

- Tex-226-F, to verify that the indirect tensile strength meets the requirement shown in Table 9; and
- Tex-530-C, to retain and use for comparison purposes during production.

4.4.2.2.6. **Full Approval of JMF1**. The Engineer will grant full approval of JMF1 and authorize the Contractor to proceed with developing JMF2 if the Engineer's results for the trial batch meet the requirements in Table 11. The Engineer will notify the Contractor that an additional trial batch is required if the trial batch does not meet these requirements.

4.4.2.2.7. **Approval of JMF2**. The Engineer will approve JMF2 within one working day if the mixture meets the requirements in Table 5 and the gradation meets the master grading limits shown in Table 8. The asphalt binder content established for JMF2 is not required to be within any tolerance of the optimum asphalt binder content established for JMF1; however, mixture produced using JMF2 must meet the VMA requirements shown in Table 8. If the optimum asphalt binder content for JMF2 is more than 0.5% lower than the optimum asphalt binder content for JMF1, the Engineer may perform or require the Contractor to perform Tex-226-F on Lot 1 production to confirm the indirect tensile strength does not exceed 200 psi.

4.4.2.2.8. **Approval of Lot 1 Production**. The Engineer will authorize the Contractor to proceed with Lot 1 production (using JMF2) as soon as a passing result is achieved from the Department's or a Department-approved laboratory's Hamburg Wheel test on the trial batch. The Contractor may proceed at its own risk with Lot 1 production without the results from the Hamburg Wheel test on the trial batch.

If the Department's or Department-approved laboratory's sample from the trial batch fails the Hamburg Wheel test, the Engineer will suspend production until further Hamburg Wheel tests meet the specified values. The Engineer may require up to the entire sublot of any mixture failing the Hamburg Wheel test be removed and replaced at the Contractor's expense.

4.4.2.2.9. **Approval of JMF3 and Subsequent JMF Changes**. JMF3 and subsequent JMF changes are approved if they meet the mixture requirements shown in Table 4, Table 5, and the master grading limits shown in Table 8, and are within the operational tolerances of JMF2 shown in Table 11.

4.5. **Production Operations**. Perform a new trial batch when the plant or plant location is changed. Take corrective action and receive approval to proceed after any production suspension for noncompliance to the specification. Submit a new mix design and perform a new trial batch when the asphalt binder content of:

- any RAP stockpile used in the mix is more than 0.5% higher than the value shown on the mixture design report; or
- RAS stockpile used in the mix is more than 2.0% higher than the value shown on the mixture design report.

4.5.1. **Storage and Heating of Materials**. Do not heat the asphalt binder above the temperatures specified in Item 300, "Asphalts, Oils, and Emulsions," or outside the manufacturer's recommended values. Provide the Engineer with daily records of asphalt binder and hot-mix asphalt discharge temperatures (in legible and discernible increments) in accordance with Item 320, "Equipment for Asphalt Concrete Pavement," unless otherwise directed. Do not store mixture for a period long enough to affect the quality of the mixture, nor in any case longer than 12 hr. unless otherwise approved.

4.5.2. **Mixing and Discharge of Materials**. Notify the Engineer of the target discharge temperature and produce the mixture within 25°F of the target. Monitor the temperature of the material in the truck before shipping to ensure that it does not exceed 350°F (or 275°F for WMA) and is not lower than 215°F. The Department will not pay for or allow placement of any mixture produced above 350°F.

Produce WMA within the target discharge temperature range of 215°F and 275°F when WMA is required. Take corrective action any time the discharge temperature of the WMA exceeds the target discharge range. The Engineer may suspend production operations if the Contractor's corrective action is not successful at controlling the production temperature within the target discharge range. Note that when WMA is produced, it may be necessary to adjust burners to ensure complete combustion such that no burner fuel residue remains in the mixture.

Control the mixing time and temperature so that substantially all moisture is removed from the mixture before discharging from the plant. Determine the moisture content, if requested, by oven-drying in accordance with Tex-212-F, Part II, and verify that the mixture contains no more than 0.2% of moisture by weight. Obtain the sample immediately after discharging the mixture into the truck, and perform the test promptly.

4.6. **Hauling Operations**. Clean all truck beds before use to ensure that mixture is not contaminated. Use a release agent shown on the Department's MPL to coat the inside bed of the truck when necessary.

Use equipment for hauling as defined in Section 341.4.7.3.3., "Hauling Equipment." Use other hauling equipment only when allowed.

4.7. **Placement Operations**. Collect haul tickets from each load of mixture delivered to the project and provide the Department's copy to the Engineer approximately every hour, or as directed. Use a hand-held thermal camera or infrared thermometer, when a thermal imaging system is not used, to measure and record the internal temperature of the mixture as discharged from the truck or Material Transfer Device (MTD) before or as the mix enters the paver and an approximate station number or GPS coordinates on each ticket. Calculate the daily yield and cumulative yield for the specified lift and provide to the Engineer at the end of paving operations for each day unless otherwise directed. The Engineer may suspend production if the Contractor fails to produce and provide haul tickets and yield calculations by the end of paving operations for each day.

Prepare the surface by removing raised pavement markers and objectionable material such as moisture, dirt, sand, leaves, and other loose impediments from the surface before placing mixture. Remove vegetation from pavement edges. Place the mixture to meet the typical section requirements and produce a smooth, finished surface with a uniform appearance and texture. Offset longitudinal joints of successive courses of hot-mix by at least 6 in. Place mixture so that longitudinal joints on the surface course coincide with lane lines, or as

directed. Ensure that all finished surfaces will drain properly. Place the mixture at the rate or thickness shown on the plans. The Engineer will use the guidelines in Table 12 to determine the compacted lift thickness of each layer when multiple lifts are required. The thickness determined is based on the rate of 110 lb./sq. yd. for each inch of pavement unless otherwise shown on the plans.

**Table 12**
**Compacted Lift Thickness and Required Core Height**

| Mixture Type | Compacted Lift Thickness Guidelines | | Minimum Untrimmed Core Height (in.) Eligible for Testing |
|---|---|---|---|
| | Minimum (in.) | Maximum (in.) | |
| A | 3.00 | 6.00 | 2.00 |
| B | 2.50 | 5.00 | 1.75 |
| C | 2.00 | 4.00 | 1.50 |
| D | 1.50 | 3.00 | 1.25 |
| F | 1.25 | 2.50 | 1.25 |

4.7.1. **Weather Conditions.**

4.7.1.1. **When Using a Thermal Imaging System**. The Contractor may pave any time the roadway is dry and the roadway surface temperature is at least 32°F; however, the Engineer may restrict the Contractor from paving surface mixtures if the ambient temperature is likely to drop below 32°F within 12 hr. of paving. Provide output data from the thermal imaging system to demonstrate to the Engineer that no recurring severe thermal segregation exists in accordance with Section 341.4.7.3.1.2., "Thermal Imaging System."

4.7.1.2. **When Not Using a Thermal Imaging System**. Place mixture when the roadway surface temperature is at or above the temperatures listed in Table 13 unless otherwise approved or as shown on the plans. Measure the roadway surface temperature with a hand-held thermal camera or infrared thermometer. The Engineer may allow mixture placement to begin before the roadway surface reaches the required temperature if conditions are such that the roadway surface will reach the required temperature within 2 hr. of beginning placement operations. Place mixtures only when weather conditions and moisture conditions of the roadway surface are suitable as determined by the Engineer. The Engineer may restrict the Contractor from paving if the ambient temperature is likely to drop below 32°F within 12 hr. of paving.

**Table 13**
**Minimum Pavement Surface Temperatures**

| Originally Specified High Temperature Binder Grade | Minimum Pavement Surface Temperatures (°F) | |
|---|---|---|
| | Subsurface Layers or Night Paving Operations | Surface Layers Placed in Daylight Operations |
| PG 64 or lower | 45 | 50 |
| PG 70 | 55[1] | 60[1] |
| PG 76 or higher | 60[1] | 60[1] |

1. Contractors may pave at temperatures 10°F lower than these values when utilizing a paving process including WMA or equipment that eliminates thermal segregation. In such cases, use a hand-held thermal camera operated in accordance with Tex-244-F to demonstrate to the satisfaction of the Engineer that the uncompacted mat has no more than 10°F of thermal segregation.

4.7.2. **Tack Coat**. Clean the surface before placing the tack coat. The Engineer will set the rate between 0.04 and 0.10 gal. of residual asphalt per square yard of surface area. Apply a uniform tack coat at the specified rate unless otherwise directed. Apply the tack coat in a uniform manner to avoid streaks and other irregular patterns. Apply a thin, uniform tack coat to all contact surfaces of curbs, structures, and all joints. Allow adequate time for emulsion to break completely before placing any material. Prevent splattering of tack coat when placed adjacent to curb, gutter, and structures. Roll the tack coat with a pneumatic-tire roller to remove streaks and other irregular patterns when directed.

4.7.3. **Lay-Down Operations.**

4.7.3.1. **Thermal Profile**. Use a hand-held thermal camera or a thermal imaging system to obtain a continuous thermal profile in accordance with Tex-244-F. Thermal profiles are not applicable in areas described in Section 341.4.9.3.1.4., "Miscellaneous Areas."

4.7.3.1.1. **Thermal Segregation**.

4.7.3.1.1.1. **Moderate**. Any areas that have a temperature differential greater than 25°F, but not exceeding 50°F, are deemed as having moderate thermal segregation.

4.7.3.1.1.2. **Severe**. Any areas that have a temperature differential greater than 50°F are deemed as having severe thermal segregation.

4.7.3.1.2. **Thermal Imaging System**. Review the output results when a thermal imaging system is used, and provide the automated report described in Tex-244-F to the Engineer daily unless otherwise directed. Modify the paving process as necessary to eliminate any recurring (moderate or severe) thermal segregation identified by the thermal imaging system. The Engineer may suspend paving operations if the Contractor cannot successfully modify the paving process to eliminate recurring severe thermal segregation. Density profiles are not required and not applicable when using a thermal imaging system. Provide the Engineer with electronic copies of all daily data files that can be used with the thermal imaging system software to generate temperature profile plots upon completion of the project or as requested by the Engineer.

4.7.3.1.3. **Thermal Camera**. Take immediate corrective action to eliminate recurring moderate thermal segregation when a hand-held thermal camera is used. Evaluate areas with moderate thermal segregation by performing density profiles in accordance with Section 341.4.9.3.3.2., "Segregation (Density Profile)." Provide the Engineer with the thermal profile of every sublot within one working day of the completion of each lot. Report the results of each thermal profile in accordance with Section 341.4.2., "Reporting and Responsibilities." The Engineer will use a hand-held thermal camera to obtain a thermal profile at least once per project. No production or placement bonus will be paid for any sublot that contains severe thermal segregation. Suspend operations and take immediate corrective action to eliminate severe thermal segregation unless otherwise directed. Resume operations when the Engineer determines that subsequent production will meet the requirements of this Section. Evaluate areas with severe thermal segregation by performing density profiles in accordance with Section 341.4.9.3.3.2., "Segregation (Density Profile)." Remove and replace the material in any areas that have both severe thermal segregation and a failing result for Segregation (Density Profile) unless otherwise directed. The sublot in question may receive a production and placement bonus if applicable when the defective material is successfully removed and replaced.

4.7.3.2. **Windrow Operations**. Operate windrow pickup equipment so that when hot-mix is placed in windrows, substantially all the mixture deposited on the roadbed is picked up and loaded into the paver.

4.7.3.3. **Hauling Equipment**. Use belly dumps, live bottom, or end dump trucks to haul and transfer mixture; however, with exception of paving miscellaneous areas, end dump trucks are only allowed when used in conjunction with an MTD with remixing capability or when a thermal imaging system is used unless otherwise allowed.

4.7.3.4. **Screed Heaters**. Turn off screed heaters to prevent overheating of the mat if the paver stops for more than 5 min. The Engineer may evaluate the suspect area in accordance with Section 341.4.9.3.3.4., "Recovered Asphalt Dynamic Shear Rheometer (DSR)," if the screed heater remains on for more than 5 min. while the paver is stopped.

4.8. **Compaction**. Compact the pavement uniformly to contain between 3.8% and 8.5% in-place air voids. Take immediate corrective action to bring the operation within 3.8% and 8.5% when the in-place air voids exceed the range of these tolerances. The Engineer will allow paving to resume when the proposed corrective action is likely to yield between 3.8% and 8.5% in-place air voids.

Obtain cores in areas placed under Exempt Production, as directed, at locations determined by the Engineer. The Engineer may test these cores and suspend operations or require removal and replacement if the in-place air voids are less than 2.7% or more than 9.9%. Areas defined in Section 341.4.9.3.1.4., "Miscellaneous Areas," are not subject to in-place air void determination.

Furnish the type, size, and number of rollers required for compaction as approved. Use a pneumatic-tire roller to seal the surface unless excessive pickup of fines occurs. Use additional rollers as required to

remove any roller marks. Use only water or an approved release agent on rollers, tamps, and other compaction equipment unless otherwise directed.

Use the control strip method shown in Tex-207-F, Part IV, on the first day of production to establish the rolling pattern that will produce the desired in-place air voids unless otherwise directed.

Use tamps to thoroughly compact the edges of the pavement along curbs, headers, and similar structures and in locations that will not allow thorough compaction with rollers. The Engineer may require rolling with a trench roller on widened areas, in trenches, and in other limited areas.

Complete all compaction operations before the pavement temperature drops below 160°F unless otherwise allowed. The Engineer may allow compaction with a light finish roller operated in static mode for pavement temperatures below 160°F.

Allow the compacted pavement to cool to 160°F or lower before opening to traffic unless otherwise directed. Sprinkle the finished mat with water or limewater, when directed, to expedite opening the roadway to traffic.

4.9. **Acceptance Plan**. Pay adjustments for the material will be in accordance with Section 341.6., "Payment."

Sample and test the hot-mix on a lot and sublot basis. Suspend production until test results or other information indicates to the satisfaction of the Engineer that the next material produced or placed will result in pay factors of at least 1.000, if the production pay factor given in Section 341.6.1., "Production Pay Adjustment Factors," for 2 consecutive lots or the placement pay factor given in Section 341.6.2., "Placement Pay Adjustment Factors," for 2 consecutive lots is below 1.000.

4.9.1. **Referee Testing**. The Construction Division is the referee laboratory. The Contractor may request referee testing if a "remove and replace" condition is determined based on the Engineer's test results, or if the differences between Contractor and Engineer test results exceed the maximum allowable difference shown in Table 11 and the differences cannot be resolved. The Contractor may also request referee testing if the Engineer's test results require suspension of production and the Contractor's test results are within specification limits. Make the request within 5 working days after receiving test results and cores from the Engineer. Referee tests will be performed only on the sublot in question and only for the particular tests in question. Allow 10 working days from the time the referee laboratory receives the samples for test results to be reported. The Department may require the Contractor to reimburse the Department for referee tests if more than 3 referee tests per project are required and the Engineer's test results are closer to the referee test results than the Contractor's test results.

The Construction Division will determine the laboratory-molded density based on the molded specific gravity and the maximum theoretical specific gravity of the referee sample. The in-place air voids will be determined based on the bulk specific gravity of the cores, as determined by the referee laboratory and the Engineer's average maximum theoretical specific gravity for the lot. With the exception of "remove and replace" conditions, referee test results are final and will establish pay adjustment factors for the sublot in question. The Contractor may decline referee testing and accept the Engineer's test results when the placement pay adjustment factor for any sublot results in a "remove and replace" condition. Placement sublots subject to be removed and replaced will be further evaluated in accordance with Section 341.6.2.2., "Placement Sublots Subject to Removal and Replacement."

4.9.2. **Production Acceptance**.

4.9.2.1. **Production Lot**. A production lot consists of 4 equal sublots. The default quantity for Lot 1 is 1,000 tons; however, when requested by the Contractor, the Engineer may increase the quantity for Lot 1 to no more than 4,000 tons. The Engineer will select subsequent lot sizes based on the anticipated daily production such that approximately 3 to 4 sublots are produced each day. The lot size will be between 1,000 tons and 4,000 tons. The Engineer may change the lot size before the Contractor begins any lot.

If the optimum asphalt binder content for JMF2 is more than 0.5% lower than the optimum asphalt binder content for JMF1, the Engineer may perform or require the Contractor to perform Tex-226-F on Lot 1 to

confirm the indirect tensile strength does not exceed 200 psi. Take corrective action to bring the mixture within specification compliance if the indirect tensile strength exceeds 200 psi unless otherwise directed.

4.9.2.1.1. **Incomplete Production Lots**. If a lot is begun but cannot be completed, such as on the last day of production or in other circumstances deemed appropriate, the Engineer may close the lot. Adjust the payment for the incomplete lot in accordance with Section 341.6.1., "Production Pay Adjustment Factors." Close all lots within 5 working days unless otherwise allowed.

4.9.2.2. **Production Sampling**.

4.9.2.2.1. **Mixture Sampling**. Obtain hot-mix samples from trucks at the plant in accordance with Tex-222-F. The sampler will split each sample into 3 equal portions in accordance with Tex-200-F and label these portions as "Contractor," "Engineer," and "Referee." The Engineer will perform or witness the sample splitting and take immediate possession of the samples labeled "Engineer" and "Referee." The Engineer will maintain the custody of the samples labeled "Engineer" and "Referee" until the Department's testing is completed.

4.9.2.2.1.1. **Random Sample**. At the beginning of the project, the Engineer will select random numbers for all production sublots. Determine sample locations in accordance with Tex-225-F. Take one sample for each sublot at the randomly selected location. The Engineer will perform or witness the sampling of production sublots.

4.9.2.2.1.2. **Blind Sample**. For one sublot per lot, the Engineer will obtain and test a "blind" sample instead of the random sample collected by the Contractor. Test either the "blind" or the random sample; however, referee testing (if applicable) will be based on a comparison of results from the "blind" sample. The location of the Engineer's "blind" sample will not be disclosed to the Contractor. The Engineer's "blind" sample may be randomly selected in accordance with Tex-225-F for any sublot or selected at the discretion of the Engineer. The Engineer will use the Contractor's split sample for sublots not sampled by the Engineer.

4.9.2.2.2. **Informational Cantabro and Overlay Testing**. When requested or shown on the plans, select one random sublot from Lot 2 or higher for Cantabro and Overlay testing during the first week of production. Obtain and provide the Engineer with approximately 90 lb. (40 kg) of mixture in sealed containers, boxes, or bags labeled with the Control-Section-Job (CSJ), mixture type, lot, and sublot number. The Engineer will ship the mixture to the Construction Division for Cantabro and Overlay testing. Results from these tests will not be used for specification compliance.

4.9.2.2.3. **Asphalt Binder Sampling**. Obtain a 1-qt. sample of the asphalt binder for each lot of mixture produced. Obtain the sample at approximately the same time the mixture random sample is obtained. Sample from a port located immediately upstream from the mixing drum or pug mill in accordance with Tex-500-C, Part II. Label the can with the corresponding lot and sublot numbers and deliver the sample to the Engineer. The Engineer may also obtain independent samples. If obtaining an independent asphalt binder sample, the Engineer will split a sample of the asphalt binder with the Contractor. The Engineer will test at least one asphalt binder sample per project to verify compliance with Item 300, "Asphalts, Oils, and Emulsions."

4.9.2.3. **Production Testing**. The Contractor and Engineer must perform production tests in accordance with Table 14. The Contractor has the option to verify the Engineer's test results on split samples provided by the Engineer. Determine compliance with operational tolerances listed in Table 11 for all sublots.

Take immediate corrective action if the Engineer's laboratory-molded density on any sublot is less than 95.0% or greater than 98.0% to bring the mixture within these tolerances. The Engineer may suspend operations if the Contractor's corrective actions do not produce acceptable results. The Engineer will allow production to resume when the proposed corrective action is likely to yield acceptable results.

The Engineer may allow alternate methods for determining the asphalt binder content and aggregate gradation if the aggregate mineralogy is such that Tex-236-F does not yield reliable results. Provide evidence that results from Tex-236-F are not reliable before requesting permission to use an alternate method unless otherwise directed. Use the applicable test procedure as directed if an alternate test method is allowed.

**Table 14**
**Production and Placement Testing Frequency**

| Description | Test Method | Minimum Contractor Testing Frequency | Minimum Engineer Testing Frequency |
|---|---|---|---|
| Individual % retained for #8 sieve and larger | Tex-200-F or Tex-236-F | 1 per sublot | 1 per 12 sublots[1] |
| Individual % retained for sieves smaller than #8 and larger than #200 | | | |
| % passing the #200 sieve | | | |
| Laboratory-molded density | Tex-207-F | N/A | 1 per sublot[1] |
| Laboratory-molded bulk specific gravity | | | |
| In-place air voids | | | |
| VMA | Tex-204-F | | |
| Segregation (density profile)[2] | Tex-207-F, Part V | 1 per sublot | 1 per project |
| Longitudinal joint density | Tex-207-F, Part VII | | |
| Moisture content | Tex-212-F, Part II | When directed | |
| Theoretical maximum specific (Rice) gravity | Tex-227-F | N/A | 1 per sublot[1] |
| Asphalt binder content | Tex-236-F | 1 per sublot | 1 per lot[1] |
| Hamburg Wheel test | Tex-242-F | N/A | 1 per project |
| Recycled Asphalt Shingles (RAS)[3] | Tex-217-F, Part III | N/A | |
| Thermal profile[2] | Tex-244-F | 1 per sublot | |
| Asphalt binder sampling and testing | Tex-500-C | 1 per lot (sample only) | |
| Tack coat sampling and testing | Tex-500-C, Part III | N/A | |
| Boil test[4] | Tex-530-C | 1 per lot | |
| Cantabro loss[5] | Tex-245-F | 1 per project (sample only) | |
| Overlay test[5] | Tex-248-F | | |

1. For production defined in Section 341.4.9.4., "Exempt Production," the Engineer will test one per day if 100 tons or more are produced. For Exempt Production, no testing is required when less than 100 tons are produced.
2. Not required when a thermal imaging system is used.
3. Testing performed by the Construction Division or designated laboratory.
4. The Engineer may reduce or waive the sampling and testing requirements based on a satisfactory test history.
5. Testing performed by the Construction Division and for informational purposes only.

4.9.2.4. **Operational Tolerances**. Control the production process within the operational tolerances listed in Table 11. When production is suspended, the Engineer will allow production to resume when test results or other information indicates the next mixture produced will be within the operational tolerances.

4.9.2.4.1. **Gradation**. Suspend operation and take corrective action if any aggregate is retained on the maximum sieve size shown in Table 8. A sublot is defined as out of tolerance if either the Engineer's or the Contractor's test results are out of operational tolerance. Suspend production when test results for gradation exceed the operational tolerances for 3 consecutive sublots on the same sieve or 4 consecutive sublots on any sieve unless otherwise directed. The consecutive sublots may be from more than one lot.

4.9.2.4.2. **Asphalt Binder Content**. A sublot is defined as out of operational tolerance if either the Engineer's or the Contractor's test results exceed the values listed in Table 11. No production or placement bonus will be paid for any sublot that is out of operational tolerance for asphalt binder content. Suspend production and shipment of the mixture if the Engineer's or the Contractor's asphalt binder content deviates from the current JMF by more than 0.5% for any sublot.

4.9.2.4.3. **Voids in Mineral Aggregates (VMA)**. The Engineer will determine the VMA for every sublot. For sublots when the Engineer does not determine asphalt binder content, the Engineer will use the asphalt binder content results from QC testing performed by the Contractor to determine VMA.

Take immediate corrective action if the VMA value for any sublot is less than the minimum VMA requirement for production listed in Table 8. Suspend production and shipment of the mixture if the Engineer's VMA results on 2 consecutive sublots are below the minimum VMA requirement for production listed in Table 8. No production or placement bonus will be paid for any sublot that does not meet the minimum VMA requirement for production listed in Table 8 based on the Engineer's VMA determination.

Suspend production and shipment of the mixture if the Engineer's VMA result is more than 0.5% below the minimum VMA requirement for production listed in Table 8. In addition to suspending production, the Engineer may require removal and replacement or may allow the sublot to be left in place without payment.

4.9.2.4.4. **Hamburg Wheel Test**. The Engineer may perform a Hamburg Wheel test at any time during production, including when the boil test indicates a change in quality from the materials submitted for JMF1. In addition to testing production samples, the Engineer may obtain cores and perform Hamburg Wheel tests on any areas of the roadway where rutting is observed. Suspend production until further Hamburg Wheel tests meet the specified values when the production or core samples fail the Hamburg Wheel test criteria in Table 10. Core samples, if taken, will be obtained from the center of the finished mat or other areas excluding the vehicle wheel paths. The Engineer may require up to the entire sublot of any mixture failing the Hamburg Wheel test to be removed and replaced at the Contractor's expense.

If the Department's or Department approved laboratory's Hamburg Wheel test results in a "remove and replace" condition, the Contractor may request that the Department confirm the results by re-testing the failing material. The Construction Division will perform the Hamburg Wheel tests and determine the final disposition of the material in question based on the Department's test results.

4.9.2.5. **Individual Loads of Hot-Mix**. The Engineer can reject individual truckloads of hot-mix. When a load of hot-mix is rejected for reasons other than temperature, contamination, or excessive uncoated particles, the Contractor may request that the rejected load be tested. Make this request within 4 hr. of rejection. The Engineer will sample and test the mixture. If test results are within the operational tolerances shown in Table 11, payment will be made for the load. If test results are not within operational tolerances, no payment will be made for the load.

4.9.3. **Placement Acceptance**.

4.9.3.1. **Placement Lot**. A placement lot consists of 4 placement sublots. A placement sublot consists of the area placed during a production sublot.

4.9.3.1.1. **Lot 1 Placement**. Placement bonuses for Lot 1 will be in accordance with Section 341.6.2., "Placement Pay Adjustment Factors"; however, no placement penalty will be assessed for any sublot placed in Lot 1 when the in-place air voids are greater than or equal to 2.7% and less than or equal to 9.9%. Remove and replace any sublot with in-place air voids less than 2.7% or greater than 9.9%.

4.9.3.1.2. **Incomplete Placement Lots**. An incomplete placement lot consists of the area placed as described in Section 341.4.9.2.1.1., "Incomplete Production Lots," excluding areas defined in Section 341.4.9.3.1.4., "Miscellaneous Areas." Placement sampling is required if the random sample plan for production resulted in a sample being obtained from an incomplete production sublot.

4.9.3.1.3. **Shoulders, Ramps, Etc**. Shoulders, ramps, intersections, acceleration lanes, deceleration lanes, and turn lanes are subject to in-place air void determination and pay adjustments unless designated on the plans as not eligible for in-place air void determination. Intersections may be considered miscellaneous areas when determined by the Engineer.

4.9.3.1.4. **Miscellaneous Areas**. Miscellaneous areas include areas that typically involve significant handwork or discontinuous paving operations, such as temporary detours, driveways, mailbox turnouts, crossovers, gores, spot level-up areas, and other similar areas. Temporary detours are subject to in-place air void determination when shown on the plans. Miscellaneous areas also include level-ups and thin overlays when the layer thickness specified on the plans is less than the minimum untrimmed core height eligible for testing shown in Table 12. The specified layer thickness is based on the rate of 110 lb./sq. yd. for each inch of pavement unless another rate is shown on the plans. When "level up" is listed as part of the item bid description code, a pay adjustment factor of 1.000 will be assigned for all placement sublots as described in Section 341.6, "Payment." Miscellaneous areas are not eligible for random placement sampling locations. Compact miscellaneous areas in accordance with Section 341.4.8., "Compaction." Miscellaneous areas are not subject to in-place air void determination, thermal profiles testing, segregation (density profiles), or longitudinal joint density evaluations.

4.9.3.2. **Placement Sampling**. The Engineer will select random numbers for all placement sublots at the beginning of the project. The Engineer will provide the Contractor with the placement random numbers immediately after the sublot is completed. Mark the roadway location at the completion of each sublot and record the station number. Determine one random sample location for each placement sublot in accordance with Tex-225-F. Adjust the random sample location by no more than necessary to achieve a 2-ft. clearance if the location is within 2 ft. of a joint or pavement edge.

Shoulders, ramps, intersections, acceleration lanes, deceleration lanes, and turn lanes are always eligible for selection as a random sample location; however, if a random sample location falls on one of these areas and the area is designated on the plans as not subject to in-place air void determination, cores will not be taken for the sublot and a 1.000 pay factor will be assigned to that sublot.

Provide the equipment and means to obtain and trim roadway cores on site. On-site is defined as in close proximity to where the cores are taken. Obtain the cores within one working day of the time the placement sublot is completed unless otherwise approved. Obtain two 6-in. diameter cores side-by-side from within 1 ft. of the random location provided for the placement sublot. For Type D and Type F mixtures, 4-in. diameter cores are allowed. Mark the cores for identification, measure and record the untrimmed core height, and provide the information to the Engineer. The Engineer will witness the coring operation and measurement of the core thickness. Visually inspect each core and verify that the current paving layer is bonded to the underlying layer. Take corrective action if an adequate bond does not exist between the current and underlying layer to ensure that an adequate bond will be achieved during subsequent placement operations.

Trim the cores immediately after obtaining the cores from the roadway in accordance with Tex-207-F if the core heights meet the minimum untrimmed value listed in Table 12. Trim the cores on site in the presence of the Engineer. Use a permanent marker or paint pen to record the lot and sublot numbers on each core as well as the designation as Core A or B. The Engineer may require additional information to be marked on the core and may choose to sign or initial the core. The Engineer will take custody of the cores immediately after they are trimmed and will retain custody of the cores until the Department's testing is completed. Before turning the trimmed cores over to the Engineer, the Contractor may wrap the trimmed cores or secure them in a manner that will reduce the risk of possible damage occurring during transport by the Engineer. After testing, the Engineer will return the cores to the Contractor.

The Engineer may have the cores transported back to the Department's laboratory at the HMA plant via the Contractor's haul truck or other designated vehicle. In such cases where the cores will be out of the Engineer's possession during transport, the Engineer will use Department-provided security bags and the Roadway Core Custody protocol located at http://www.txdot.gov/business/specifications.htm to provide a secure means and process that protects the integrity of the cores during transport.

Decide whether to include the pair of cores in the air void determination for that sublot if the core height before trimming is less than the minimum untrimmed value shown in Table 12. Trim the cores as described above before delivering to the Engineer if electing to have the cores included in the air void determination. Deliver untrimmed cores to the Engineer and inform the Engineer of the decision to not have the cores included in air void determination if electing to not have the cores included in air void determination. The placement pay factor for the sublot will be 1.000 if cores will not be included in air void determination.

Instead of the Contractor trimming the cores on site immediately after coring, the Engineer and the Contractor may mutually agree to have the trimming operations performed at an alternate location such as a field laboratory or other similar location. In such cases, the Engineer will take possession of the cores immediately after they are obtained from the roadway and will retain custody of the cores until testing is completed. Either the Department or Contractor representative may perform trimming of the cores. The Engineer will witness all trimming operations in cases where the Contractor representative performs the trimming operation.

Dry the core holes and tack the sides and bottom immediately after obtaining the cores. Fill the hole with the same type of mixture and properly compact the mixture. Repair core holes with other methods when approved.

4.9.3.3. **Placement Testing**. Perform placement tests in accordance with Table 14. After the Engineer returns the cores, the Contractor may test the cores to verify the Engineer's test results for in-place air voids. The allowable differences between the Contractor's and Engineer's test results are listed in Table 11.

4.9.3.3.1. **In-Place Air Voids**. The Engineer will measure in-place air voids in accordance with Tex-207-F and Tex-227-F. Before drying to a constant weight, cores may be pre-dried using a Corelok or similar vacuum device to remove excess moisture. The Engineer will average the values obtained for all sublots in the production lot to determine the theoretical maximum specific gravity. The Engineer will use the average air void content for in-place air voids.

The Engineer will use the vacuum method to seal the core if required by Tex-207-F. The Engineer will use the test results from the unsealed core to determine the placement pay adjustment factor if the sealed core yields a higher specific gravity than the unsealed core. After determining the in-place air void content, the Engineer will return the cores and provide test results to the Contractor.

4.9.3.3.2. **Segregation (Density Profile)**. Test for segregation using density profiles in accordance with Tex-207-F, Part V. Density profiles are not required and are not applicable when using a thermal imaging system. Density profiles are not applicable in areas described in Section 341.4.9.3.1.4., "Miscellaneous Areas."

Perform a density profile every time the paver stops for more than 60 sec. on areas that are identified by either the Contractor or the Engineer as having thermal segregation and on any visibly segregated areas unless otherwise approved. Perform a minimum of one profile per sublot if the paver does not stop for more than 60 sec. and there are no visibly segregated areas or areas that are identified as having thermal segregation.

Provide the Engineer with the density profile of every sublot in the lot within one working day of the completion of each lot. Report the results of each density profile in accordance with Section 341.4.2., "Reporting and Responsibilities."

The density profile is considered failing if it exceeds the tolerances in Table 15. No production or placement bonus will be paid for any sublot that contains a failing density profile. When a hand-held thermal camera is used instead of a thermal imaging system, the Engineer will measure the density profile at least once per project. The Engineer's density profile results will be used when available. The Engineer may require the Contractor to remove and replace the area in question if the area fails the density profile and has surface irregularities as defined in Section 341.4.9.3.3.5., "Irregularities." The sublot in question may receive a production and placement bonus if applicable when the defective material is successfully removed and replaced.

Investigate density profile failures and take corrective actions during production and placement to eliminate the segregation. Suspend production if 2 consecutive density profiles fail unless otherwise approved. Resume production after the Engineer approves changes to production or placement methods.

**Table 15**
**Segregation (Density Profile) Acceptance Criteria**

| Mixture Type | Maximum Allowable Density Range (Highest to Lowest) | Maximum Allowable Density Range (Average to Lowest) |
|---|---|---|
| Type A & Type B | 8.0 pcf | 5.0 pcf |
| Type C, Type D & Type F | 6.0 pcf | 3.0 pcf |

4.9.3.3.3. **Longitudinal Joint Density**.

4.9.3.3.3.1. **Informational Tests**. Perform joint density evaluations while establishing the rolling pattern and verify that the joint density is no more than 3.0 pcf below the density taken at or near the center of the mat. Adjust the rolling pattern, if needed, to achieve the desired joint density. Perform additional joint density evaluations, at least once per sublot, unless otherwise directed.

4.9.3.3.3.2. **Record Tests**. Perform a joint density evaluation for each sublot at each pavement edge that is or will become a longitudinal joint. Joint density evaluations are not applicable in areas described in Section 341.4.9.3.1.4., "Miscellaneous Areas." Determine the joint density in accordance with Tex-207-F, Part VII. Record the joint density information and submit results on Department forms to the Engineer. The evaluation is considered failing if the joint density is more than 3.0 pcf below the density taken at the core random sample location and the correlated joint density is less than 90.0%. The Engineer will make independent joint density verification at least once per project and may make independent joint density verifications at the random sample locations. The Engineer's joint density test results will be used when available.

Provide the Engineer with the joint density of every sublot in the lot within one working day of the completion of each lot. Report the results of each joint density in accordance with Section 341.4.2., "Reporting and Responsibilities."

Investigate joint density failures and take corrective actions during production and placement to improve the joint density. Suspend production if the evaluations on 2 consecutive sublots fail unless otherwise approved. Resume production after the Engineer approves changes to production or placement methods.

4.9.3.3.4. **Recovered Asphalt Dynamic Shear Rheometer (DSR)**. The Engineer may take production samples or cores from suspect areas of the project to determine recovered asphalt properties. Asphalt binders with an aging ratio greater than 3.5 do not meet the requirements for recovered asphalt properties and may be deemed defective when tested and evaluated by the Construction Division. The aging ratio is the DSR value of the extracted binder divided by the DSR value of the original unaged binder. Obtain DSR values in accordance with AASHTO T 315 at the specified high temperature performance grade of the asphalt. The Engineer may require removal and replacement of the defective material at the Contractor's expense. The asphalt binder will be recovered for testing from production samples or cores in accordance with Tex-211-F.

4.9.3.3.5. **Irregularities**. Identify and correct irregularities including segregation, rutting, raveling, flushing, fat spots, mat slippage, irregular color, irregular texture, roller marks, tears, gouges, streaks, uncoated aggregate particles, or broken aggregate particles. The Engineer may also identify irregularities, and in such cases, the Engineer will promptly notify the Contractor. If the Engineer determines that the irregularity will adversely affect pavement performance, the Engineer may require the Contractor to remove and replace (at the Contractor's expense) areas of the pavement that contain irregularities and areas where the mixture does not bond to the existing pavement.

If irregularities are detected, the Engineer may require the Contractor to immediately suspend operations or may allow the Contractor to continue operations for no more than one day while the Contractor is taking appropriate corrective action.

4.9.4. **Exempt Production**. The Engineer may deem the mixture as exempt production for the following conditions:

- anticipated daily production is less than 1,000 tons;
- total production for the project is less than 5,000 tons;
- when mutually agreed between the Engineer and the Contractor; or
- when shown on the plans.

For exempt production, the Contractor is relieved of all production and placement sampling and testing requirements, and the production and placement pay factors are 1.000. All other specification requirements apply, and the Engineer will perform acceptance tests for production and placement listed in Table 14 when 100 tons or more per day are produced.

For exempt production:

- produce, haul, place, and compact the mixture in compliance with the specification and as directed;
- control mixture production to yield a laboratory-molded density that is within ±1.0% of the target laboratory-molded density as tested by the Engineer;
- compact the mixture in accordance with Section 341.4.8., "Compaction"; and

- when a thermal imaging system is not used, the Engineer may perform segregation (density profiles) and thermal profiles in accordance with the specification.

4.9.5. **Ride Quality**. Measure ride quality in accordance with Item 585, "Ride Quality for Pavement Surfaces," unless otherwise shown on the plans.

## 5. MEASUREMENT

Hot mix will be measured by the ton of composite hot-mix, which includes asphalt, aggregate, and additives. Measure the weight on scales in accordance with Item 520, "Weighing and Measuring Equipment."

## 6. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under Section 341.5., "Measurement," will be paid for at the unit bid price for "Dense Graded Hot-Mix Asphalt" of the mixture type, SAC, and binder specified. These prices are full compensation for surface preparation, materials including tack coat, placement, equipment, labor, tools, and incidentals.

Pay adjustments for bonuses and penalties will be applied as determined in this Item; however, a pay adjustment factor of 1.000 will be assigned for all placement sublots for "level ups" only when "level up" is listed as part of the item bid description code. A pay adjustment factor of 1.000 will be assigned to all production and placement sublots when "exempt" is listed as part of the item bid description code.

Payment for each sublot, including applicable pay adjustment bonuses, will only be paid for sublots when the Contractor supplies the Engineer with the required documentation for production and placement QC/QA, thermal profiles, segregation density profiles, and longitudinal joint densities in accordance with Section 341.4.2., "Reporting and Responsibilities." When a thermal imaging system is used, documentation is not required for thermal profiles or segregation density profiles on individual sublots; however, the thermal imaging system automated reports described in Tex-244-F are required.

Trial batches will not be paid for unless they are included in pavement work approved by the Department.

Pay adjustment for ride quality will be determined in accordance with Item 585, "Ride Quality for Pavement Surfaces."

6.1. **Production Pay Adjustment Factors**. The production pay adjustment factor is based on the laboratory-molded density using the Engineer's test results. A pay adjustment factor will be determined from Table 16 for each sublot using the deviation from the target laboratory-molded density defined in Table 9. The production pay adjustment factor for completed lots will be the average of the pay adjustment factors for the 4 sublots sampled within that lot.

Table 16
Production Pay Adjustment Factors for Laboratory-Molded Density[1]

| Absolute Deviation from Target Laboratory-Molded Density | Production Pay Adjustment Factor (Target Laboratory-Molded Density) |
|---|---|
| 0.0 | 1.050 |
| 0.1 | 1.050 |
| 0.2 | 1.050 |
| 0.3 | 1.044 |
| 0.4 | 1.038 |
| 0.5 | 1.031 |
| 0.6 | 1.025 |
| 0.7 | 1.019 |
| 0.8 | 1.013 |
| 0.9 | 1.006 |
| 1.0 | 1.000 |
| 1.1 | 0.965 |
| 1.2 | 0.930 |
| 1.3 | 0.895 |
| 1.4 | 0.860 |
| 1.5 | 0.825 |
| 1.6 | 0.790 |
| 1.7 | 0.755 |
| 1.8 | 0.720 |
| > 1.8 | Remove and replace |

1. If the Engineer's laboratory-molded density on any sublot is less than 95.0% or greater than 98.0%, take immediate corrective action to bring the mixture within these tolerances. The Engineer may suspend operations if the Contractor's corrective actions do not produce acceptable results. The Engineer will allow production to resume when the proposed corrective action is likely to yield acceptable results.

6.1.1. **Payment for Incomplete Production Lots**. Production pay adjustments for incomplete lots, described under Section 341.4.9.2.1.1., "Incomplete Production Lots," will be calculated using the average production pay factors from all sublots sampled. A production pay factor of 1.000 will be assigned to any lot when the random sampling plan did not result in collection of any samples.

6.1.2. **Production Sublots Subject to Removal and Replacement**. If after referee testing, the laboratory-molded density for any sublot results in a "remove and replace" condition as listed in Table 16, the Engineer may require removal and replacement or may allow the sublot to be left in place without payment. The Engineer may also accept the sublot in accordance with Section 5.3.1., "Acceptance of Defective or Unauthorized Work." Replacement material meeting the requirements of this Item will be paid for in accordance with this Section.

6.2. **Placement Pay Adjustment Factors**. The placement pay adjustment factor is based on in-place air voids using the Engineer's test results. A pay adjustment factor will be determined from Table 17 for each sublot that requires in-place air void measurement. A placement pay adjustment factor of 1.000 will be assigned to the entire sublot when the random sample location falls in an area designated on the plans as not subject to in-place air void determination. A placement pay adjustment factor of 1.000 will be assigned to quantities placed in areas described in Section 341.4.9.3.1.4., "Miscellaneous Areas." The placement pay adjustment factor for completed lots will be the average of the placement pay adjustment factors for up to 4 sublots within that lot.

Table 17
Placement Pay Adjustment Factors for In-Place Air Voids

| In-Place Air Voids | Placement Pay Adjustment Factor | In-Place Air Voids | Placement Pay Adjustment Factor |
|---|---|---|---|
| < 2.7 | Remove and Replace | 6.4 | 1.042 |
| 2.7 | 0.710 | 6.5 | 1.040 |
| 2.8 | 0.740 | 6.6 | 1.038 |
| 2.9 | 0.770 | 6.7 | 1.036 |
| 3.0 | 0.800 | 6.8 | 1.034 |
| 3.1 | 0.830 | 6.9 | 1.032 |
| 3.2 | 0.860 | 7.0 | 1.030 |
| 3.3 | 0.890 | 7.1 | 1.028 |
| 3.4 | 0.920 | 7.2 | 1.026 |
| 3.5 | 0.950 | 7.3 | 1.024 |
| 3.6 | 0.980 | 7.4 | 1.022 |
| 3.7 | 0.998 | 7.5 | 1.020 |
| 3.8 | 1.002 | 7.6 | 1.018 |
| 3.9 | 1.006 | 7.7 | 1.016 |
| 4.0 | 1.010 | 7.8 | 1.014 |
| 4.1 | 1.014 | 7.9 | 1.012 |
| 4.2 | 1.018 | 8.0 | 1.010 |
| 4.3 | 1.022 | 8.1 | 1.008 |
| 4.4 | 1.026 | 8.2 | 1.006 |
| 4.5 | 1.030 | 8.3 | 1.004 |
| 4.6 | 1.034 | 8.4 | 1.002 |
| 4.7 | 1.038 | 8.5 | 1.000 |
| 4.8 | 1.042 | 8.6 | 0.998 |
| 4.9 | 1.046 | 8.7 | 0.996 |
| 5.0 | 1.050 | 8.8 | 0.994 |
| 5.1 | 1.050 | 8.9 | 0.992 |
| 5.2 | 1.050 | 9.0 | 0.990 |
| 5.3 | 1.050 | 9.1 | 0.960 |
| 5.4 | 1.050 | 9.2 | 0.930 |
| 5.5 | 1.050 | 9.3 | 0.900 |
| 5.6 | 1.050 | 9.4 | 0.870 |
| 5.7 | 1.050 | 9.5 | 0.840 |
| 5.8 | 1.050 | 9.6 | 0.810 |
| 5.9 | 1.050 | 9.7 | 0.780 |
| 6.0 | 1.050 | 9.8 | 0.750 |
| 6.1 | 1.048 | 9.9 | 0.720 |
| 6.2 | 1.046 | > 9.9 | Remove and Replace |
| 6.3 | 1.044 | | |

6.2.1. **Payment for Incomplete Placement Lots**. Pay adjustments for incomplete placement lots described under Section 341.4.9.3.1.2., "Incomplete Placement Lots," will be calculated using the average of the placement pay factors from all sublots sampled and sublots where the random location falls in an area designated on the plans as not eligible for in-place air void determination. A placement pay adjustment factor of 1.000 will be assigned to any lot when the random sampling plan did not result in collection of any samples.

6.2.2. **Placement Sublots Subject to Removal and Replacement**. If after referee testing, the placement pay adjustment factor for any sublot results in a "remove and replace" condition as listed in Table 17, the Engineer will choose the location of 2 cores to be taken within 3 ft. of the original failing core location. The Contractor will obtain the cores in the presence of the Engineer. The Engineer will take immediate possession of the untrimmed cores and submit the untrimmed cores to the Construction Division, where they will be trimmed if necessary and tested for bulk specific gravity within 10 working days of receipt.

The average bulk specific gravity of the cores will be divided by the Engineer's average maximum theoretical specific gravity for that lot to determine the new pay adjustment factor of the sublot in question. If the new pay adjustment factor is 0.700 or greater, the new pay adjustment factor will apply to that sublot. If the new pay adjustment factor is less than 0.700, no payment will be made for the sublot. Remove and replace the

failing sublot, or the Engineer may allow the sublot to be left in place without payment. The Engineer may also accept the sublot in accordance with Section 5.3.1., "Acceptance of Defective or Unauthorized Work." Replacement material meeting the requirements of this Item will be paid for in accordance with this Section.

6.3. **Total Adjusted Pay Calculation**. Total adjusted pay (TAP) will be based on the applicable pay adjustment factors for production and placement for each lot.

*TAP = (A+B)/2*

where:
*A* = Bid price × production lot quantity × average pay adjustment factor for the production lot
*B* = Bid price × placement lot quantity × average pay adjustment factor for the placement lot + (bid price × quantity placed in miscellaneous areas × 1.000)

*Production lot quantity* = Quantity actually placed - quantity left in place without payment

*Placement lot quantity* = Quantity actually placed - quantity left in place without payment - quantity placed in miscellaneous areas

# Item 400

# Excavation and Backfill for Structures

## 1. DESCRIPTION

Excavate for placement and construction of structures and backfill structures. Cut and restore pavement.

## 2. MATERIALS

Use materials that meet the requirements of the following Items.

- Item 401, "Flowable Backfill"
- Item 421, "Hydraulic Cement Concrete"
- DMS-4600, "Hydraulic Cement"

## 3. CONSTRUCTION

3.1. **Excavation**.

3.1.1. **General**. Excavate to the lines and grades shown on the plans or as directed. Provide slopes, benching, sheeting, bracing, pumping, and bailing as necessary to maintain the stability and safety of excavations up to 5 ft. deep. Excavation protection for excavations deeper than 5 ft. are governed by Item 402, "Trench Excavation Protection," and Item 403, "Temporary Special Shoring." Use satisfactory excavated material as backfill or as embankment fill in accordance with Item 132, "Embankment." Dispose of material not incorporated into the final project off the right of way in accordance with federal, state, and local regulations.

Keep any topsoil that has been removed separate, and replace it, as nearly as feasible, in its original position when excavating for installation of structures across private property or beyond the limits of the embankment. Restore the area to an acceptable condition.

Excavate drilled shafts in accordance with Item 416, "Drilled Shaft Foundations."

3.1.1.1. **Obstructions**. Remove obstructions to the proposed construction, including trees and other vegetation, debris, and structures, over the width of the excavation to a depth of 1 ft. below the bottom of excavation. Remove as required to clear the new structure and plug in an approved manner if abandoned storm drains, sewers, or other drainage systems are encountered. Restore the bottom of the excavation to grade by backfilling after removing obstructions in accordance with this Item. Dispose of surplus materials in accordance with federal, state, and local regulations.

3.1.1.2. **Excavation in Streets**. Cut pavement and base to neat lines when structures are installed in streets, highways, or other paved areas. Restore pavement structure after completion of excavation and backfilling.

Maintain and control traffic in accordance with the approved traffic control plan and the TMUTCD.

3.1.1.3. **Utilities**. Comply with the requirements of Article 7.19., "Responsibility for Damage Claims." Conduct work with minimum disturbance of existing utilities, and coordinate work in or near utilities with the utility owners. Inform utility owners before work begins, allowing them enough time to identify, locate, reroute, or make other adjustments to utility lines.

Avoid cutting or damaging underground utility lines that are to remain in place. Promptly notify the utility company if damage occurs. Provide temporary flumes across the excavation while open if an active sanitary

sewer line is damaged during excavation, and restore the lines when backfilling has progressed to the original bedding lines of the cut sewer.

3.1.1.4. **De-Watering**. Construct or place structures in the presence of water only if approved. Place precast members, pipe, and concrete only on a dry, firm surface. Remove water by bailing, pumping, well-point installation, deep wells, underdrains, or other approved method.

Remove standing water in a manner that does not allow water movement through or alongside concrete being placed if structures are approved for placement in the presence of water. Pump or bail only from a suitable sump separated from the concrete work while placing structural concrete or for a period of at least 36 hr. thereafter. Pump or bail during placement of seal concrete only to the extent necessary to maintain a static head of water within the cofferdam. Pump or bail to de-water inside a sealed cofferdam only after the seal has aged at least 36 hr.

Place a stabilizing material in the bottom of the excavation if the bottom of an excavation cannot be de-watered to the point the subgrade is free of mud or it is difficult to keep reinforcing steel clean. Use flexible base, cement-stabilized base or backfill, lean concrete, or other approved stabilizing material. Provide concrete with at least 275 lb. of cement per cubic yard, if lean concrete is used, and place to a minimum depth of 3 in. Stabilizing material placed for the convenience of the Contractor will be at the Contractor's expense.

3.1.2. **Bridge Foundations and Retaining Walls**. Do not disturb material below the bottom of footing grade. Do not backfill to compensate for excavation that has extended below grade. Fill the area with concrete at the time the footing is placed if excavation occurs below the proposed footing grade. Additional concrete placed will be at the Contractor's expense.

Take core samples to determine the character of the supporting materials if requested. Provide an intact sample adequate to judge the character of the founding material. Take these cores when the excavation is close to completion. Cores should be approximately 5 ft. deeper than the proposed founding grade.

Remove loose material if the founding stratum is rock or another hard material, and clean and cut it to a firm surface that is level, stepped, or serrated, as directed. Clean out soft seams, and fill with concrete at the time the footing is placed.

Place the foundation once the Engineer has inspected the excavation and authorized changes have been made to provide a uniform bearing condition if the material at the footing grade of a retaining wall, bridge bent, or pier is a mixture of compressible and incompressible material.

3.1.3. **Cofferdams**. The term "cofferdam" designates any temporary or removable structure constructed to hold surrounding earth, water, or both out of the excavation whether the structure is formed of soil, timber, steel, concrete, or a combination of these. Use pumping wells or well points for de-watering cofferdams if required.

Submit details and design calculations for sheet-pile or other types of cofferdams requiring structural members bearing the seal of a licensed professional engineer for review before constructing the cofferdam. The Department reserves the right to reject designs. Design structural systems to comply with the AASHTO *Standard Specifications for Highway Bridges* or AASHTO LRFD *Bridge Design Specifications*. Interior dimensions of cofferdams must provide enough clearance for the construction, inspection, and removal of required forms and, if necessary, enough room to allow pumping outside the forms. Extend sheet-pile cofferdams well below the bottom of the footings, and make concrete seals as well braced and watertight as practicable.

Use Class E concrete for foundation seals unless otherwise specified. Place concrete foundation seals in accordance with Item 420, "Concrete Substructures." Seals placed for the convenience of the Contractor will be at the Contractor's expense.

Make the excavation deep enough to allow for swelling of the material at the base of the excavation during pile-driving operations when the Engineer judges it to be impractical to de-water inside a cofferdam and a

concrete seal is to be placed around piling driven within the cofferdam. Remove swelling material to the bottom of the seal grade after driving the piling. Remove the foundation material to exact footing grades where it is possible to de-water inside the cofferdam without placing a seal after driving piling. Do not backfill a foundation to compensate for excavation that has been extended below grade; fill such areas below grade with concrete at the time the seals or footings are placed.

Remove cofferdams after completing the substructure without disturbing or damaging the structure unless otherwise provided.

3.1.4. **Culverts and Storm Drains**. When the design requires special bedding conditions for culverts or storm drains, an excavation diagram will be shown on the plans. Do not exceed these limits of excavation.

Construct pipe structures in an open cut with vertical sides extending to a point 1 ft. above the pipe unless otherwise shown on the plans. When site conditions or the plans do not prohibit sloping the cut, the excavation may be stepped or laid back to a stable slope beginning 1 ft. above the pipe. Maintain the stability of the excavation throughout the construction period.

Construct the embankment for pipe to be installed in fill above natural ground to an elevation at least 1 ft. above the top of the pipe, and then excavate for the pipe.

3.1.4.1. **Unstable Material**. Remove the material to a depth of no more than 2 ft. below the grade of the structure when unstable soil is encountered at established footing grade, unless the Engineer authorizes additional depth. Replace soil removed with stable material in uniform layers no greater than 8 in. deep (loose measurement). Each layer must have enough moisture to be compacted by rolling or tamping as required to provide a stable foundation for the structure.

Use special materials such as flexible base, cement-stabilized base, cement-stabilized backfill, or other approved material when it is not feasible to construct a stable foundation as outlined above.

3.1.4.2. **Incompressible Material**. Remove the incompressible material to 6 in. below the footing grade, backfill with an approved compressible material, and compact in accordance with Section 400.3.3., "Backfill," if rock, part rock, or other incompressible material is encountered at established footing grade while placing prefabricated elements.

3.2. **Shaping and Bedding**. Place at least 2 in. of fine granular material for precast box sections on the base of the excavation before placing the box sections. Use bedding as shown in Figure 1 for pipe installations. Use Class C bedding unless otherwise shown on the plans. The Engineer may require the use of a template to secure reasonably accurate shaping of the foundation material. Undercut the excavation at least 4 in. where cement-stabilized backfill is indicated on the plans and backfill with stabilized material to support the pipe or box at the required grade.

$B_c$ - Outside diameter or horizontal dimension

D - Inside diameter of pipe

d - Min. bedding material below pipe

| D | d |
|---|---|
| ≤ 27" | 3" |
| 30" to 60" | 4" |
| ≥ 66" | 6" |

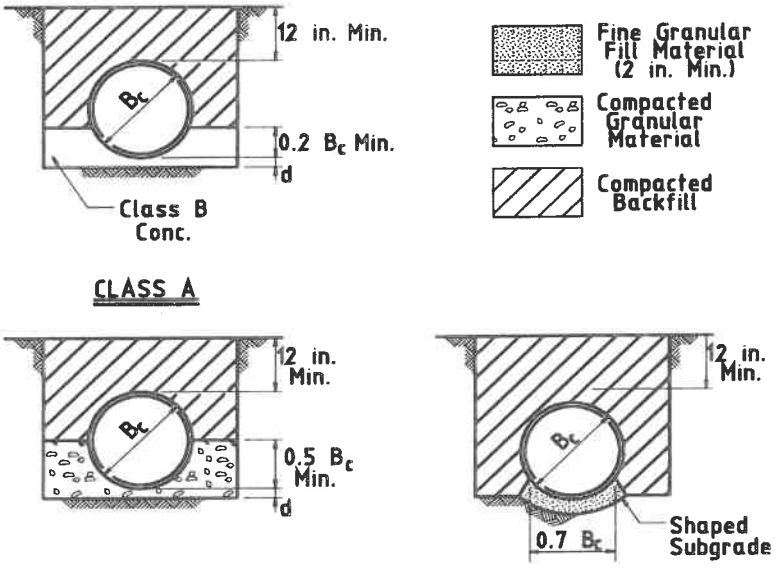



**Figure 1**
**Bedding Diagrams**

3.3. **Backfill**.

3.3.1. **General**. Backfill the excavation after placement of the permanent structure as soon as practical. Use backfill free from stones large enough to interfere with compaction; large or frozen lumps that will not break down readily under compaction; and wood or other extraneous material. Obtain backfill material from excavation or from other sources.

Place backfill in layers no greater than 10 in. deep (loose measurement) in areas not supporting a completed roadbed, retaining wall, or embankment. Place backfill in uniform layers no greater than 8 in. deep (loose measurement) in areas supporting a portion of a roadbed, retaining wall, or embankment. Compact each layer to meet the density requirements of the roadbed, retaining wall, embankment material, or as shown on the plans.

Bring each layer of backfill material to the moisture content needed to obtain the required density. Use mechanical tamps or rammers to compact the backfill. Rollers may be used to compact backfill if feasible.

Cohesionless materials may be used for backfilling. Use cohesionless materials that conform to the requirements of Table 1.

**Table 1**
**Cohesionless Material Gradation Limits**

| Sieve Size | Percent Retained |
|---|---|
| 3" | 0 |
| #10 | See Note[1] |
| #200 | 90–100 |

1. No. 10 sieve requirements are 0 to 30% retained when used as aggregate for cement-stabilized backfill.

Compact cohesionless materials using vibratory equipment, water-ponding, or a combination of both.

3.3.2. **Bridge Foundations, Retaining Walls, Manholes/Inlets, and Box Culverts**. Place backfill against the structure only after the concrete has reached the design strength required in Item 421, "Hydraulic Cement Concrete."

Backfill retaining walls with material meeting the requirements of Item 423, "Retaining Walls." Backfill around bridge foundations, manholes/inlets and culverts using material with particles no more than 4 in. in greatest dimension and a gradation that permits thorough compaction. Use rock or gravel mixed with soil if the percentage of fines is enough to fill all voids and ensure a uniform and thoroughly compacted mass of proper density.

Use mechanical tamps and rammers to avoid damage to the structure where backfill material is being placed too close to the structure to permit compaction with blading and rolling equipment.

Avoid wedging action of backfill against structures. Step or serrate slopes bounding the excavation to prevent such action. Place backfill uniformly around bridge foundations. Place backfill equally and in uniform layers along both sides of manholes/inlets and culverts.

The Engineer may require backfilling of structures excavated into hard, erosion-resistant material, and subject to erosive forces, with stone or lean concrete.

Box culverts may be opened to traffic as soon as enough backfill and embankment has been placed over the top to protect culverts against damage from heavy construction equipment. Repair damage to culvert caused by construction traffic at no additional expense to the Department.

3.3.3. **Pipe**. Bring backfill material to the proper moisture condition after installing bedding and pipe as required and place it equally along both sides of the pipe in uniform layers no greater than 8 in. deep (loose measurement). Compact each lift mechanically. Thoroughly compact materials placed under the haunches of the pipe to prevent damage or displacement of the pipe. Place backfill in this manner to the top-of-pipe elevation. Place and compact backfill above the top of the pipe in accordance with Section 400.3.3.1., "General."

The Engineer may reject backfill material containing more than 20% by weight of material retained on a 3 in. sieve with large lumps not easily broken down or that cannot be spread in loose layers. Material excavated by a trenching machine will generally meet the requirements of this Section as long as large stones are not present.

Place and compact additional material where pipe extends beyond the toe of slope of the embankment and the depth of cover provided by backfill to the original ground level is less than the minimum required by the specifications for the type of pipe involved until the minimum cover has been provided.

used. When plans provide the option of cast-in-place or precast boxes, measurement will be based on the cast-in-place option.

Where excavation in addition to that allowed for the footings is required for other portions of the structure, measurement for the additional excavation will be limited laterally by vertical planes 1 ft. beyond the face of the member and parallel to it, and vertically to a depth of 1 ft. below the bottom of the member.

4.1.1.4. **Excavation near Roadways and Channels**. At structure sites other than culverts and pipe excavations, the measurement of structural excavation will include only material below or outside the limits of the completed road or channel excavation. Roadway and channel excavation will be paid under Item 110, "Excavation." For culverts except side road and private entrance culverts, excavation within the limits of the structure and below or outside the limits of the completed roadway excavation will be measured as structural excavation.

4.1.2. **Falsework**. No measurement will be made for excavation necessary for placing forms or falsework that exceeds the limits given in Section 400.4.1.1., "Boundaries of Measurement."

4.1.3. **Swelling**. Measurement will not include materials removed below footing grades to compensate for anticipated swelling due to pile-driving, nor will it include material required to be removed due to swelling beyond the specified limits during pile-driving operations.

4.1.4. **Cave-Ins**. Measurement will not include additional volume caused by slips, slides, cave-ins, silting, or fill material resulting from the action of the elements or the Contractor's operation.

4.1.5. **Undercut**. Where rock or other incompressible or unstable material is undercut to provide a suitable foundation for pipe or box sections, such material below grade directed to be removed will be measured for payment.

4.1.6. **Grade Change**. Additional measurement will be made of the volume of excavation involved in the lowering or raising of the elevation of a footing, foundation, or structure unit, when such grade change is authorized.

4.2. **Cement-Stabilized Backfill**. Cement-stabilized backfill will be measured by the cubic yard as shown on the plans.

4.3. **Cutting and Restoring Pavement**. Cutting and restoring pavement will be measured by the square yard as shown on the plans. Excavation below pavement or base will be measured as structural excavation of the pertinent type.

## 5. PAYMENT

5.1. **Structural Excavation**. Unless specified as a pay item, structural excavation and backfill performed, and material furnished in accordance with this Item will not be paid for directly but are subsidiary to pertinent Items.

When structural excavation is specified as a pay item, the excavation and backfill work performed, and materials furnished will be paid for at the unit price bid for "Structural Excavation," "Structural Excavation (Box)," "Structural Excavation (Pipe)," and "Structural Excavation (Bridge)." This price includes concrete to compensate for excavation that has extended below grade for bridge foundations and retaining walls, and backfilling and compacting areas that were removed as part of structural excavation.

Cofferdams or other measures necessary for supporting excavations less than 5 ft. deep will not be measured or paid for directly but will be subsidiary to the Contract.

Foundation seal concrete for cofferdams, when required, will be paid for as provided in the pertinent Items. If no direct method of payment is provided in the Contract, the work will be measured and paid for in accordance with Article 9.7., "Payment for Extra Work and Force Account Method." Seal placed for the convenience of the Contractor will not be paid for.

Unless otherwise provided, stone or lean concrete backfill around structures as provided for in Section 400.3.3.2., "Bridge Foundations, Retaining Walls, Manholes/Inlets, and Box Culverts," will be measured and paid for as extra work in accordance with Article 9.7., "Payment for Extra Work and Force Account Method."

When structural excavation is specified as a pay item, a partial payment of 50% of the bid price will be made for structural excavation completed to the satisfaction of the Engineer but not backfilled. The remaining amount will be paid upon completion of backfilling. When the Contractor elects to excavate beyond plan requirements, no measurement will be made of the additional volume.

5.2. **Removal and Replacement of Unsuitable or Incompressible Material**. Removal and replacement of material will be paid for if directed. Removal and replacement of material or placement of special material made necessary by the softening of founding material due to the Contractor's sequence of work or operation, will be at the Contractor's expense. Special material used or additional excavation made for the Contractor's convenience will not be paid for.

5.2.1. **Structural Excavation as a Pay Item**. Where special materials are not required or specified, payment for the removal and replacement of unstable or incompressible material will be made at a price equal to 200% of the unit price bid per cubic yard for Structural Excavation. When the Contractor elects to remove and replace material deeper than directed, no measurement will be made on that portion below the directed elevation. This price is full compensation for removing the unstable or incompressible material; furnishing, hauling, placing, and compacting suitable replacement material; and equipment, labor, tools, and incidentals.

When the plans specify or when directed, the use of special materials such as flexible base, cement-stabilized base, cement-stabilized backfill, or other special material, payment for excavation below footing grades will be made at the unit price bid for Structural Excavation. Payment for furnishing, hauling, placing, and compacting the flexible base, cement-stabilized base, cement-stabilized backfill, or other special materials will be made at the unit price bid for these items in the Contract, or, if the required material is not a bid item, in accordance with Article 9.7., "Payment for Extra Work and Force Account Method."

5.2.2. **Structural Excavation Not a Pay Item**. Where special materials for backfill are not required or specified, payment for the authorized removal and replacement of unstable or incompressible material will be measured and paid for at $15 per cubic yard of material removed. This price is full compensation for removing the unstable or incompressible material; furnishing, hauling, placing, and compacting suitable replacement material; and equipment, labor, tools, and incidentals.

When the plans specify or when directed, the use of special materials such as flexible base, cement-stabilized base, cement-stabilized backfill, or other special material, excavation below the footing grades will be paid for at $10 per cubic yard. Payment for furnishing, hauling, placing, and compacting the flexible base, cement-stabilized base, cement-stabilized backfill, or other special materials will be made at the unit price bid for these items, or, if the required material is not a bid item, in accordance with Article 9.7., "Payment for Extra Work and Force Account Method."

5.3. **Lowering of a Structure Foundation**. If the Engineer requires a structure foundation to be lowered to an elevation below the grade shown on the plans, overexcavation will be paid in accordance with Table 2.

**Table 2**
**Payment for Required Overexcavation**

| Variance of Revised Footing Grade from Plan Grade | Payment Terms | Variance of Revised Footing Grade from Plan Grade |
|---|---|---|
| | "Structural Excavation" is a Bid Item | "Structural Excavation" is not a Bid Item |
| Up to and including 5 ft. | Unit price equal to 115% of unit price bid for "Structural Excavation" | $10 per cubic yard |
| Over 5 ft. up to 10 ft. | Unit price equal to 125% of unit price bid for "Structural Excavation" | $12 per cubic yard |
| Over 10 ft. | In accordance with Article 9.7., "Payment for Extra Work and Force Account Method." | |

5.4. **Cement-Stabilized Backfill**. Cement-stabilized backfill will be paid for at the unit price bid for "Cement-Stabilized Backfill."

5.5. **Cutting and Restoring Pavement**. Cutting and restoring pavement will be paid for at the unit price bid for "Cutting and Restoring Pavement" of the type specified.

Work done to repair damage to base or pavement incurred outside the limits shown on the plans, or the limits authorized, will not be measured for payment.

The unit prices bid are full compensation for excavation including removing obstructions and plugging drainage systems; bedding and backfilling including placing, sprinkling and compaction of material; soundings; cleaning and filling seams; constructing and removing cofferdams; de-watering, sheeting, or bracing excavations up to and including 5 ft. deep; pumps; drills; explosives; disposition of surplus material; cutting pavement and base to neat lines; and materials, hauling, equipment, labor, tools, and incidentals.

Flowable backfill will be paid for as provided in Item 401, "Flowable Backfill." Protection methods for open excavations deeper than 5 ft. will be measured and paid for as required under Item 402, "Trench Excavation Protection," or Item 403, "Temporary Special Shoring."

# Item 402
# Trench Excavation Protection

## 1. DESCRIPTION

Furnish and place excavation protection for trenches 5 ft. or greater in depth.

## 2. CONSTRUCTION

Provide vertical or sloped cuts, benches, shields, support systems, or other systems providing the necessary protection in accordance with OSHA Standards and Interpretations, 29 CFR 1926, Subpart P, "Excavations."

## 3. MEASUREMENT

This Item will be measured by the foot along the long axis of the trench where the depth of trench exceeds 5 ft. This measurement includes all required trench protection, including trench ends.

## 4. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Trench Excavation Protection." This price is full compensation for excavation and backfill required for excavation protection; furnishing, placing, and removing shoring, sheeting, or bracing; de-watering or diversion of water; jacking and jack removal; and equipment, labor, materials, tools, and incidentals.

# Item 464
# Reinforced Concrete Pipe

## 1. DESCRIPTION

Furnish and install reinforced concrete pipe, materials for precast concrete pipe culverts, or precast concrete storm drain mains, laterals, stubs, and inlet leads.

## 2. MATERIALS

2.1. **Fabrication**. Fabrication plants must be approved by the Construction Division in accordance with DMS-7310, "Reinforced Concrete Pipe and Machine-Made Precast Concrete Box Culvert Fabrication and Plant Qualification," before furnishing precast reinforced concrete pipe for Department projects. The Department's MPL has a list of approved reinforced concrete pipe plants.

Furnish material and fabricate reinforced concrete pipe in accordance with DMS-7310, "Reinforced Concrete Pipe and Machine-Made Precast Concrete Box Culvert Fabrication and Plant Qualification."

2.2. **Design**.

2.2.1. **General**. The class and D-load equivalents are shown in Table 1. Furnish arch pipe in accordance with ASTM C506 and the dimensions shown in Table 2. Furnish horizontal elliptical pipe in accordance with ASTM C507 and the dimensions shown in Table 3. For arch pipe and horizontal elliptical pipe the minimum height of cover required is 1 ft.

**Table 1**
**Circular Pipe**
**ASTM C76 & ASTM C655**

| Class | D-Load |
|---|---|
| I | 800 |
| II | 1,000 |
| III | 1,350 |
| IV | 2,000 |
| V | 3,000 |

**Table 2**
**Arch Pipe**

| Design Size | Equivalent Diameter (in.) | Rise (in.) | Span (in.) |
|---|---|---|---|
| 1 | 18 | 13-1/2 | 22 |
| 2 | 21 | 15-1/2 | 26 |
| 3 | 24 | 18 | 28-1/2 |
| 4 | 30 | 22-1/2 | 36-1/4 |
| 5 | 36 | 26-5/8 | 43-3/4 |
| 6 | 42 | 31-5/16 | 51-1/8 |
| 7 | 48 | 36 | 58-1/2 |
| 8 | 54 | 40 | 65 |
| 9 | 60 | 45 | 73 |
| 10 | 72 | 54 | 88 |

Table 3
Horizontal Elliptical Pipe

| Design Size | Equivalent Diameter (in.) | Rise (in.) | Span (in.) |
|---|---|---|---|
| 1 | 18 | 14 | 23 |
| 2 | 24 | 19 | 30 |
| 3 | 27 | 22 | 34 |
| 4 | 30 | 24 | 38 |
| 5 | 33 | 27 | 42 |
| 6 | 36 | 29 | 45 |
| 7 | 39 | 32 | 49 |
| 8 | 42 | 34 | 53 |
| 9 | 48 | 38 | 60 |
| 10 | 54 | 43 | 68 |

2.2.2. **Jacking, Boring, or Tunneling**. Design pipe for jacking, boring, or tunneling considering the specific installation conditions such as the soil conditions, installation methods, anticipated deflection angles, and jacking stresses. Provide design notes and drawings signed and sealed by a Texas licensed professional engineer when requested.

2.3. **Marking**. Furnish each section of reinforced concrete pipe marked with the following information specified in DMS-7310, "Reinforced Concrete Pipe and Machine-Made Precast Concrete Box Culvert Fabrication and Plant Qualification."

- class or D-load of pipe,
- ASTM designation,
- date of manufacture,
- pipe size,
- name or trademark of fabricator and plant location,
- designated fabricator's approval stamp,
- pipe to be used for jacking and boring (when applicable), and
- designation "SR" for pipe meeting sulfate-resistant concrete plan requirements (when applicable).

Clearly mark 1 end of each section during the process of manufacture or immediately thereafter for pipe with elliptical reinforcement. Mark the pipe on the inside and outside of opposite walls to show the location of the top or bottom of the pipe as it should be installed unless the external shape of the pipe is such that the correct position of the top and bottom is obvious. Mark the pipe section by indenting or painting with waterproof paint.

2.4. **Inspection**. Provide access for inspection of the finished pipe at the project site before and during installation.

2.5. **Causes for Rejection**. Individual section of pipe may be rejected for any of the conditions stated in the Annex of DMS-7310, "Reinforced Concrete Pipe and Machine-Made Precast Concrete Box Culvert Fabrication and Plant Qualification."

2.6. **Repairs**. Make repairs if necessary as stated in the Annex of DMS-7310, "Reinforced Concrete Pipe and Machine-Made Precast Concrete Box Culvert Fabrication and Plant Qualification."

2.7. **Jointing Materials**. Use any of the following materials for the making of joints unless otherwise shown on the plans. Furnish a manufacturer's certificate of compliance for all jointing materials except mortar.

2.7.1. **Mortar**. Provide mortar for joints that meets the requirements of Section 464.3.3., "Jointing."

2.7.2. **Cold-Applied, Plastic Asphalt Sewer Joint Compound**. Provide a material that consists of natural or processed asphalt base, suitable volatile solvents, and inert filler. Ensure the consistency is such that the ends of the pipe can be coated with a layer of the compound up to 1/2 in. thick by means of a trowel. Provide

a joint compound that cures to a firm, stiff plastic condition after application. Provide a material of a uniform mixture. Stir any small separation found in the container into a uniform mix before using.

Provide a material that meets the requirements of Table 4 when tested in accordance with Tex-526-C.

**Table 4**
**Cold-Applied, Plastic Asphalt Sewer Joint Compound Material Requirements**

| Composition | Analysis |
|---|---|
| Asphalt base, 100%–% volatiles–% ash, % by weight | 28–45 |
| Volatiles, 212°F evaporation, 24 hr., % by weight | 10–26 |
| Mineral matter, determined as ash, % by weight | 30–55 |
| Consistency, cone penetration, 150 g, 5 sec., 77°F | 150–275 |

2.7.3. **Rubber Gaskets**. Provide gaskets that conform to ASTM C1619 Class A or C. Meet the requirements of ASTM C443 for design of the pipe joints and permissible variations in dimensions.

2.7.4. **Pre-Formed Flexible Joint Sealants**. Pre-formed flexible joint sealants may be used for sealing joints of tongue-and-groove concrete pipe. Provide flexible joint sealants that meet the requirements of ASTM C990. Use flexible joint sealants that do not depend on oxidizing, evaporating, or chemical action for its adhesive or cohesive strength. Supply in extruded rope form of suitable cross-section. Provide a size of the pre-formed flexible joint sealant in accordance with the manufacturer's recommendations and large enough to properly seal the joint. Protect flexible joint sealants with a suitable wrapper able to maintain the integrity of the jointing material when the wrapper is removed.

## 3. CONSTRUCTION

3.1. **Excavation, Shaping, Bedding, and Backfill**. Excavate, shape, bed, and backfill in accordance with Item 400, "Excavation and Backfill for Structures," except where jacking, boring, or tunneling methods are permitted. Jack, bore, or tunnel the pipe in accordance with Item 476, "Jacking, Boring, or Tunneling Pipe or Box." Immediate backfilling is permitted if joints consist of materials other than mortar. Take special precautions in placing and compacting the backfill to avoid any movement of the pipe or damage to the joints. Do not use heavy earth-moving equipment to haul over the structure until a minimum of 4 ft. of permanent or temporary compacted fill has been placed over the structure unless otherwise shown on the plans or permitted in writing. Remove and replace pipe damaged by the Contractor at no expense to the Department.

3.2. **Laying Pipe**. Start the laying of pipe on the bedding at the outlet end with the spigot or tongue end pointing downstream, and proceed toward the inlet end with the abutting sections properly matched, true to the established lines and grades unless otherwise authorized. Fit, match, and lay the pipe to form a smooth, uniform conduit. Cut cross trenches in the foundation to allow the barrel of the pipe to rest firmly upon the bedding where bell-and-spigot pipe is used. Cut cross trenches no more than 2 in. larger than the bell ends of the pipe. Lower sections of pipe into the trench without damaging the pipe or disturbing the bedding and the sides of the trench. Carefully clean the ends of the pipe before the pipe is placed. Prevent the earth or bedding material from entering the pipe as it is laid. Lay the pipe in the trench, when elliptical pipe with circular reinforcing or circular pipe with elliptical reinforcing is used, so the markings for the top or bottom are not more than 5° from the vertical plane through the longitudinal axis of the pipe. Remove and re-lay, without extra compensation, pipe that is not in alignment or shows excessive settlement after laying.

Lay multiple lines of reinforced concrete pipe with the centerlines of the individual barrels parallel. Use the clear distances between outer surfaces of adjacent pipes shown in Table 5 unless otherwise shown on the plans. Use the equivalent diameter from Table 2 or Table 3 for arch pipe or horizontal elliptical pipe to determine the clear distance requirement in Table 5.

**Table 5**
**Minimum Clear Distance between Pipes**

| Equivalent Diameter | Min Clear Distance |
|---|---|
| 18 in. | 9 in. |
| 24 in. | 11 in. |
| 30 in. | 1 ft. 1 in. |
| 36 in. | 1 ft. 3 in. |
| 42 in. | 1 ft. 5 in. |
| 48 in. | 1 ft. 7 in. |
| 54 in. | 1 ft. 11 in. |
| 60 to 84 in. | 2 ft. |

3.3. **Jointing**. Make available an appropriate rolling device similar to an automobile mechanic's "creeper" for conveyance through small-size pipe structures.

3.3.1. **Joints Sealed with Hydraulic Cement Mortar**. Use Type S mortar meeting the requirements of ASTM C270. Clean and wet the pipe ends before making the joint. Plaster the lower half of the bell or groove and the upper half of the tongue or spigot with mortar. Pack mortar into the joint from both inside and outside the pipe after the pipes are tightly jointed. Finish the inside smooth and flush with adjacent joints of pipe. Form a bead of semicircular cross-section over tongue-and-groove joints outside the pipe, extending at least 1 in. on each side of the joint. Form the mortar for bell-and-spigot joints to a 45° fillet between the outer edge of the bell and the spigot. Cure mortar joints by keeping the joints wet for at least 48 hr. or until the backfill has been completed, whichever comes first. Place fill or backfill once the mortar jointing material has cured for at least 6 hr. Conduct jointing only when the atmospheric temperature is above 40°F. Protect mortared joints against freezing by backfilling or other approved methods for at least 24 hr.

Driveway culverts do not require mortar banding on the outside of the pipe.

Furnish pipes, with approval, that are large enough for a person to enter with the groove between 1/2 in. and 3/4 in. longer than the tongue. Such pipe may be laid and backfilled without mortar joints. Clean the space on the interior of the pipe between the end of the tongue and the groove of all foreign material, thoroughly wet and fill with mortar around the entire circumference of the pipe, and finish flush after the backfilling has been completed.

3.3.2. **Joints Using Cold-Applied, Plastic Asphalt Sewer Joint Compound**. Ensure both ends of the pipes are clean and dry. Trowel or otherwise place a 1/2–in. thick layer of the compound in the groove end of the pipe covering at least 2/3 of the joint face around the entire circumference. Shove home the tongue end of the next pipe with enough pressure to make a tight joint. Remove any excess mastic projecting into the pipe after the joint is made. Backfill after the joint has been inspected and approved.

3.3.3. **Joints Using Rubber Gaskets**. Make the joint assembly according to the recommendations of the gasket manufacturer. Make joints watertight when using rubber gaskets. Backfill after the joint has been inspected and approved.

3.3.4. **Joints Using Pre-Formed Flexible Joint Sealants**. Install pre-formed flexible joint sealants in accordance with the manufacturer's recommendations. Place the joint sealer so no dirt or other deleterious materials come in contact with the joint sealing material. Pull or push home the pipe with enough force to properly seal the joint. Remove any joint material pushed out into the interior of the pipe that would tend to obstruct the flow. Store pre-formed flexible joint sealants in an area warmed naturally or artificially to above 70°F in an approved manner when the atmospheric temperature is below 60°F. Apply flexible joint sealants to pipe joints immediately before placing pipe in trench, and connect pipe to previously laid pipe. Backfill after the joint has been inspected and approved.

3.4. **Connections and Stub Ends**. Make connections of concrete pipe to existing pipes, pipe storm drains, or storm drain appurtenances as shown on the plans.

Mortar or concrete the bottom of existing structures if necessary to eliminate any drainage pockets created by the connections. Repair any damage to the existing structure resulting from making the connections.

Make connections between concrete pipe and corrugated metal pipe with a suitable concrete collar and a minimum thickness of 4 in. unless otherwise shown on the plans.

Finish stub ends for connections to future work not shown on the plans by installing watertight plugs into the free end of the pipe.

Fill lift holes with concrete, mortar, or precast concrete plugs after the pipe is in place.

## 4. MEASUREMENT

This Item will be measured by the foot. Measurement will be made between the ends of the pipe barrel along the flow line, not including safety end treatments. Safety end treatments will be measured in accordance with Item 467, "Safety End Treatment." Pipe that will be jacked, bored, or tunneled will be measured in accordance with Item 476, "Jacking, Boring, or Tunneling Pipe or Box." Measurement of spurs, branches, or new connecting pipe will be made from the intersection of the flow line with the outside surface of the pipe into which it connects. Where inlets, headwalls, catch basins, manholes, junction chambers, or other structures are included in lines of pipe, the length of pipe tying into the structure wall will be included for measurement, but no other portion of the structure length or width will be included.

For multiple pipes, the measured length will be the sum of the lengths of the barrels.

This is a plans quantity measurement Item. The quantity to be paid is the quantity shown in the proposal unless modified by Article 9.2., "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

## 5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Reinforced Concrete Pipe," "Reinforced Concrete Pipe (Arch)," or "Reinforced Concrete Pipe (Elliptical)" of the size and D-load specified or of the size and class specified. This price is full compensation for constructing, furnishing, transporting, placing, and joining pipes; shaping the bed; cutting pipes on skew or slope; connecting to new or existing structures; breaking back, removing, and disposing of portions of the existing structure; replacing portions of the existing structure; cutting pipe ends on skew or slope; and equipment, labor, tools, and incidentals.

Protection methods for excavations greater than 5 ft. deep will be measured and paid for as required under Item 402, "Trench Excavation Protection," or Item 403, "Temporary Special Shoring." Excavation, shaping, bedding, and backfill will be paid for in accordance with Item 400, "Excavation and Backfill for Structures." When jacking, boring, or tunneling is used at the Contractor's option, payment will be made under this Item. When jacking, boring or tunneling is required, payment will be made under Item 476, "Jacking, Boring or Tunneling Pipe or Box."

# Item 479
# Adjusting Manholes and Inlets

## 1. DESCRIPTION

Adjust or cap existing manholes or inlets. Drainage junction boxes will be classified as manholes.

## 2. MATERIALS

Reuse removed manhole and inlet rings, plates, grates, and covers if they are in good condition as determined by the Engineer. Provide additional materials in accordance with Item 465, "Junction Boxes, Manholes, and Inlets," at no cost to the Department. Use single- or multiple-piece prefabricated metal, polymer, plastic, or rubber extension rings for the adjustment of manholes as approved. Limit the height of flexible extension rings to 3 in. Provide concrete that meets Item 421, "Hydraulic Cement Concrete."

Ensure frames and grates, or rings and covers, above grade are of single-piece cast iron manufactured in compliance with Item 471, "Frames, Grates, Rings, and Covers." Provide steel riser material compliant with ASTM A36. Provide steel adjustable risers that include a stainless steel adjustable stud with positive lock that adjusts the diameter ±3/8 in. Provide steel risers that include a minimum of 3 allen head set screws that lock the riser to the manhole or catch basin frame. Ensure seating surfaces are flat and true and provide a non-rocking seating surface.

## 3. CONSTRUCTION

Perform all work in accordance with Item 465, "Junction Boxes, Manholes, and Inlets." Excavate and backfill in accordance with Item 400, "Excavation and Backfill for Structures." Carefully remove manhole and inlet rings, covers, plates, and grates to be reused. Clean mortar and grease from the contact areas of all reused items. Dispose of unused removed material as directed. Use construction methods described in Section 479.3.1., "Lowering the Top of a Manhole or Inlet," and Section 479.3.2., "Raising the Top of a Manhole or Inlet," unless otherwise shown on the plans.

3.1. **Lowering the Top of a Manhole or Inlet**. Remove a sufficient depth of brick courses or concrete to permit reconstruction on a batter not exceeding 1 in. horizontal to 2 in. vertical. Clean the mortar from the top course of brick where brickwork is present. Rebuild the manhole or inlet to the original top dimensions or to the dimensions shown on the plans. Install the manhole or inlet ring and the cover, plate, or grate to conform to the proposed new surface contour.

3.2. **Raising the Top of a Manhole or Inlet**. Clean the top surface of brick or concrete. Construct to the proper new elevation using new rubber extension rings, concrete rings, or Class A concrete. Provide rubber manhole and catch basin risers of minimum 80% by weight recycled rubber and minimum 10% by volume recycled RFL coated fiber. Provide rubber manhole and catch basin adjustment risers that are of uniform quality, free from cracks, holes, and any other surface defects. Construction must be suitable for AASHTO H20 live loads. Load certifications for materials will be made available upon request. Install the manhole or inlet ring and the cover, plate, or grate to conform to the proposed new surface contour. Install prefabricated extension rings in accordance with manufacturer's instructions.

3.3. **Capping an Inlet or Manhole**. Remove the inlet or manhole to a minimum of 1 ft. below subgrade elevation or as indicated on the plans. Cap as shown on the plans.

## 4. MEASUREMENT

Adjusted or capped manholes or inlets will be measured as each manhole or inlet adjusted.

## 5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Adjusting Manholes," "Adjusting Inlets," or "Adjusting Manholes and Inlets." This price is full compensation for materials, including backfill as required, and for excavation, tools, equipment, labor, and incidentals.

# Item 502

# Barricades, Signs, and Traffic Handling

## 1. DESCRIPTION

Provide, install, move, replace, maintain, clean, and remove all barricades, signs, cones, lights, and other traffic control devices used for traffic handling as indicated on the plans and as directed.

## 2. CONSTRUCTION

Implement the traffic control plan (TCP) shown on the plans.

Provide traffic control devices that conform to details shown on the plans, the TMUTCD, and the *Compliant Work Zone Traffic Control Device List* (CWZTCDL) maintained by the Traffic Operations Division. In cases of disagreement between these two documents, the CWZTDL governs over the plans and the TMUTCD governs over both the CWZTCDL and the plans.

Before beginning work, designate in writing, a Contractor's Responsible Person (CRP) and an alternate to be the representative of the Contractor who is responsible for taking or directing corrective measures regarding the TCP. The CRP or designated alternate must be accessible by phone 24 hr. per day and able to respond when notified. The CRP and designated alternate must comply with the requirements of Section 502.2.5., "Training."

Install traffic control devices straight and plumb. Make changes to the TCP only as approved. Minor adjustments to meet field conditions are allowed.

Submit Contractor-proposed TCP changes, signed and sealed by a licensed professional engineer, for approval. The Engineer may develop, sign, and seal Contractor-proposed changes. Changes must conform to guidelines established in the TMUTCD using approved products from the CWZTCDL.

Use fluorescent prismatic reflfective sheeting, meeting the requirements of DMS-8300 Type BFL or CFL, for all signs and traffic control devices that have an orange background and a black non-reflective legend on all work zones. Manufacture all signs with a white background and black non-reflective legend using High Specific Intensity sheeting meeting the requirements of DMS-8300 Type A. Orange and white sheeting used on channelizing devices must be manufactured using High Specific Intensity sheeting meeting the requirements of DMS-8300 Type A.

At no time will the Contractor mix Type BFL or CFL fluorescent orange sheeting with orange Type A High Specific Intensity sheeting on the same project. White Engineering Grade (Type A) will not be mixed with white High Specific Intensity (Type A) sheeting.

Maintain traffic control devices by taking corrective action when notified. Corrective actions include, but are not limited to, cleaning, replacing, straightening, covering, and removing devices. Maintain the devices such that they are properly positioned and spaced, legible, and have retroreflective characteristics that meet requirements day or night and in all weather conditions.

2.1. **Flaggers**. Designate in writing, a flagging instructor who will serve as a flagging supervisor and is responsible for training and assuring that all flaggers are qualified to perform flagging duties.

Comply with the requirements of Section 502.2.5., "Training." Provide a list of flaggers certified to perform flagging duties.

Flaggers must be courteous and able to effectively communicate with the public. When directing traffic, flaggers must dress appropriately, wear high-visibility safety apparel, use flags, signs, stop-slow paddles, and other hand-signaling devices, and follow the flagging procedures set forth in the TMUTCD.

2.2. **Law Enforcement**. Uniformed officers providing work zone traffic services must be trained for the service they perform. Comply with Section 502.2.5., "Training."

2.3. **Removal**. Remove all barricades, signs, cones, lights, and other traffic control devices used for work zone traffic handling upon completion of work as shown on the plans or as directed.

2.4. **Training**. Workers involved with TCP must be trained using Department-approved training as shown on the plans. Provide a copy of the certification of completion to the Engineer.

## 3. MEASUREMENT

Barricades, Signs, and Traffic Handling will be measured by the month. Law enforcement officer and patrol vehicle will be measured by the hour.

## 4. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Barricades, Signs, and Traffic Handling." This price is full compensation for installation, maintenance, adjustments, replacements, removal, materials, equipment, labor, tools, and incidentals.

When the plans establish pay items for particular work in the TCP, that work will be measured and paid under pertinent Items.

4.1. **Initiation of Payment**. Payment for this Item will begin on the first estimate after barricades, signs, and traffic handling devices have been installed in accordance with the TCP and construction has begun.

4.2. **Paid Months**. Monthly payment will be made each succeeding month for this Item provided the barricades, signs, and traffic handling devices have been installed and maintained in accordance with the TCP until the Contract amount has been paid.

If, within the time frame established by the Engineer, the Contractor fails to provide or properly maintain signs and barricades in compliance with the Contract requirements, as determined by the Engineer, the Contractor will be considered in noncompliance with this Item. No payment will be made for the months in question, and the total final payment quantity will be reduced by the number of months the Contractor was in noncompliance.

4.3. **Maximum Total Payment Before Acceptance**. The total payment for this Item will not exceed 10% of the total Contract amount before final acceptance in accordance with Article 5.12., "Final Acceptance." The remaining balance will be paid in accordance with Section 502.4.5., "Balance Due."

4.4. **Total Payment Quantity**. The quantity paid under this Item will not exceed the total quantity shown on the plans except as modified by change order and as adjusted by Section 502.4.2., "Paid Months." An overrun of the plans quantity for this Item will not be allowed for approving designs; testing; material shortages; closed construction seasons; curing periods; establishment, performance, test, and maintenance periods; failure to complete the work in the number of months allotted; nor delays caused directly or indirectly by requirements of the Contract.

4.5. **Balance Due**. The remaining unpaid months of barricades less non-compliance months will be paid on final acceptance of the project, if all work is complete and accepted in accordance with Article 5.12., "Final Acceptance."

4.6. **Law Enforcement**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement," will be paid for at the unit price bid for "Uniformed Police Officer." This price is full compensation for furnishing all labor, materials, supplies, equipment, patrol vehicle, fees, and incidentals necessary to complete the work as directed.

# Item 530

# Intersections, Driveways, and Turnouts

## 1. DESCRIPTION

Construct and pave intersections, driveways, and turnouts. Pave existing intersections, driveways, and turnouts.

Intersections are considered to be areas off the travel lanes and shoulders of the Contract highway on the intersecting highway on the state system. The intersecting on-system highway work will be paid for under this Item only when shown on the plans.

Driveways are defined as private (residential or commercial) and public (county road and city street) access areas off the travel lanes and shoulders.

Turnouts include but are not limited to mailbox and litter barrel widenings.

## 2. MATERIALS

Furnish materials that meet the following:

- Item 247, "Flexible Base"
- Item 260, "Lime Treatment (Road-Mixed)"
- Item 263, "Lime Treatment (Plant-Mixed)"
- Item 275, "Cement Treatment (Road-Mixed)"
- Item 276, "Cement Treatment (Plant-Mixed)"
- Item 292, "Asphalt Treatment (Plant-Mixed)"
- Item 316, "Seal Coat"
- Item 330, "Limestone Rock Asphalt Pavement"
- Item 334, "Hot-Mix Cold-Laid Asphalt Concrete Pavement"
- Item 340, "Dense-Graded Hot-Mix Asphalt (Small Quantity)"
- Item 360, "Concrete Pavement"
- Item 421, "Hydraulic Cement Concrete"
- Item 440, "Reinforcement for Concrete"

## 3. CONSTRUCTION

Construct and pave intersections, driveways, and turnouts, and pave existing intersections, driveways, and turnouts as shown on the plans or as directed. Place materials in accordance with construction Articles of pertinent Items. Provide uninterrupted access to adjacent property unless otherwise directed. Ensure that abrupt elevation changes in driveway or turnout areas that serve as sidewalks do not exceed 1/4 in. and that the sidewalk area cross slope does not exceed 2%. Ready-mix concrete and hand finishing will be permitted when concrete pavement is specified unless otherwise shown on the plans for intersections.

## 4. MEASUREMENT

This Item will be measured by the square yard of the final pavement surface.

## 5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Intersections," "Driveways," "Turnouts," "Intersections, Driveways, and Turnouts," or "Driveways and Turnouts" of the surface specified.

This price is full compensation for furnishing and operating equipment; excavation and embankment; base and pavement materials; and labor, materials, tools and incidentals. Drainage structures will be measured and paid for in accordance with the pertinent bid items.

# Item 506

# Temporary Erosion, Sedimentation, and Environmental Controls

## 1. DESCRIPTION

Install, maintain, and remove erosion, sedimentation, and environmental control measures to prevent or reduce the discharge of pollutants in accordance with the Storm Water Pollution Prevention Plan (SWP3) on the plans and the Texas Pollutant Discharge Elimination System (TPDES) General Permit TXR150000. Control measures are defined as Best Management Practices used to prevent or reduce the discharge of pollutants. Control measures include, but are not limited to, rock filter dams, temporary pipe slope drains, temporary paved flumes, construction exits, earthwork for erosion control, pipe, construction perimeter fence, sandbags, temporary sediment control fence, biodegradable erosion control logs, vertical tracking, temporary or permanent seeding, and other measures. Erosion and sediment control devices must be selected from the *Erosion Control Approved Products* or *Sediment Control Approved Products* lists. Perform work in a manner to prevent degradation of receiving waters, facilitate project construction, and comply with applicable federal, state, and local regulations. Ensure the installation and maintenance of control measures is performed in accordance with the manufacturer's or designer's specifications.

Provide the Contractor Certification of Compliance before performing SWP3 or soil disturbing activities. By signing the Contractor Certification of Compliance, the Contractor certifies they have read and understand the requirements applicable to this project pertaining to the SWP3, the plans, and the TPDES General Permit TXR150000. The Contractor is responsible for any penalties associated with non-performance of installation or maintenance activities required for compliance. Ensure the most current version of the certificate is executed for this project.

## 2. MATERIALS

Furnish materials in accordance with the following:

- Item 161, "Compost"
- Item 432, "Riprap"
- Item 556, "Pipe Underdrains"

2.1. **Rock Filter Dams.**

2.1.1. **Aggregate.** Furnish aggregate with approved hardness, durability, cleanliness, and resistance to crumbling, flaking, and eroding. Provide the following:

- Types 1, 2, and 4 Rock Filter Dams. Use 3 to 6 in. aggregate.
- Type 3 Rock Filter Dams. Use 4 to 8 in. aggregate.

2.1.2. **Wire.** Provide minimum 20 gauge galvanized wire for the steel wire mesh and tie wires for Types 2 and 3 rock filter dams. Type 4 dams require:

- a double-twisted, hexagonal weave with a nominal mesh opening of 2-1/2 × 3-1/4 in.;
- minimum 0.0866 in. steel wire for netting;
- minimum 0.1063 in. steel wire for selvages and corners; and
- minimum 0.0866 in. for binding or tie wire.

2.1.3. **Sandbag Material.** Furnish sandbags meeting Section 506.2.8., "Sandbags," except that any gradation of aggregate may be used to fill the sandbags.

2.2. **Temporary Pipe Slope Drains**. Provide corrugated metal pipe, polyvinyl chloride (PVC) pipe, flexible tubing, watertight connection bands, grommet materials, prefabricated fittings, and flared entrance sections that conform to the plans. Recycled and other materials meeting these requirements are allowed if approved.

Furnish concrete in accordance with Item 432, "Riprap."

2.3. **Temporary Paved Flumes**. Furnish asphalt concrete, hydraulic cement concrete, or other comparable non-erodible material that conforms to the plans. Provide rock or rubble with a minimum diameter of 6 in. and a maximum volume of 1/2 cu. ft. for the construction of energy dissipaters.

2.4. **Construction Exits**. Provide materials that meet the details shown on the plans and this Section.

2.4.1. **Rock Construction Exit**. Provide crushed aggregate for long- and short-term construction exits. Furnish aggregates that are clean, hard, durable, and free from adherent coatings such as salt, alkali, dirt, clay, loam, shale, soft or flaky materials, and organic and injurious matter. Use 4- to 8-in. aggregate for Type 1. Use 2- to 4-in. aggregate for Type 3.

2.4.2. **Timber Construction Exit**. Furnish No. 2 quality or better railroad ties and timbers for long-term construction exits, free of large and loose knots and treated to control rot. Fasten timbers with nuts and bolts or lag bolts, of at least 1/2 in. diameter, unless otherwise shown on the plans or allowed. Provide plywood or pressed wafer board at least 1/2 in. thick for short-term exits.

2.4.3. **Foundation Course**. Provide a foundation course consisting of flexible base, bituminous concrete, hydraulic cement concrete, or other materials as shown on the plans or directed.

2.5. **Embankment for Erosion Control**. Provide rock, loam, clay, topsoil, or other earth materials that will form a stable embankment to meet the intended use.

2.6. **Pipe**. Provide pipe outlet material in accordance with Item 556, "Pipe Underdrains," and details shown on the plans.

2.7. **Construction Perimeter Fence**.

2.7.1. **Posts**. Provide essentially straight wood or steel posts that are at least 60 in. long. Furnish soft wood posts with a minimum diameter of 3 in., or use nominal 2 × 4 in. boards. Furnish hardwood posts with a minimum cross-section of 1-1/2 × 1-1/5 in. Furnish T- or L-shaped steel posts with a minimum weight of 0.5 lb. per foot.

2.7.2. **Fence**. Provide orange construction fencing as approved.

2.7.3. **Fence Wire**. Provide 11 gauge or larger galvanized smooth or twisted wire. Provide 16 gauge or larger tie wire.

2.7.4. **Flagging**. Provide brightly-colored flagging that is fade-resistant and at least 3/4 in. wide to provide maximum visibility both day and night.

2.7.5. **Staples**. Provide staples with a crown at least 1/2 in. wide and legs at least 1/2 in. long.

2.7.6. **Used Materials**. Previously used materials meeting the applicable requirements may be used if approved.

2.8. **Sandbags**. Provide sandbag material of polypropylene, polyethylene, or polyamide woven fabric with a minimum unit weight of 4 oz. per square yard, a Mullen burst-strength exceeding 300 psi, and an ultraviolet stability exceeding 70%.

Use natural coarse sand or manufactured sand meeting the gradation given in Table 1 to fill sandbags. Filled sandbags must be 24 to 30 in. long, 16 to 18 in. wide, and 6 to 8 in. thick.

**Table 1**
**Sand Gradation**

| Sieve Size | Retained (% by Weight) |
|---|---|
| #4 | Maximum 3% |
| #100 | Minimum 80% |
| #200 | Minimum 95% |

Aggregate may be used instead of sand for situations where sandbags are not adjacent to traffic. The aggregate size must not exceed 3/8 in.

2.9. **Temporary Sediment Control Fence**. Provide a net-reinforced fence using woven geo-textile fabric. Logos visible to the traveling public will not be allowed.

2.9.1. **Fabric**. Provide fabric materials in accordance with DMS-6230, "Temporary Sediment Control Fence Fabric."

2.9.2. **Posts**. Provide essentially straight wood or steel posts with a minimum length of 48 in., unless otherwise shown on the plans. Furnish soft wood posts at least 3 in. in diameter, or use nominal 2 × 4 in. boards. Furnish hardwood posts with a minimum cross-section of 1-1/2 × 1-1/2 in. Furnish T- or L-shaped steel posts with a minimum weight of 1.3 lb. per foot.

2.9.3. **Net Reinforcement**. Provide net reinforcement of at least 12-1/2 gauge galvanized welded wire mesh, with a maximum opening size of 2 × 4 in., at least 24 in. wide, unless otherwise shown on the plans.

2.9.4. **Staples**. Provide staples with a crown at least 3/4 in. wide and legs 1/2 in. long.

2.9.5. **Used Materials**. Use recycled material meeting the applicable requirements if approved.

2.10. **Biodegradable Erosion Control Logs**.

2.10.1. **Core Material**. Furnish core material that is biodegradable or recyclable. Use compost, mulch, aspen excelsior wood fibers, chipped site vegetation, agricultural rice or wheat straw, coconut fiber, 100% recyclable fibers, or any other acceptable material unless specifically called out on the plans. Permit no more than 5% of the material to escape from the containment mesh. Furnish compost meeting the requirements of Item 161, "Compost."

2.10.2. **Containment Mesh**. Furnish containment mesh that is 100% biodegradable, photodegradable, or recyclable such as burlap, twine, UV photodegradable plastic, polyester, or any other acceptable material.

Furnish biodegradable or photodegradable containment mesh when log will remain in place as part of a vegetative system.

Furnish recyclable containment mesh for temporary installations.

2.10.3. **Size**. Furnish biodegradable erosion control logs with diameters shown on the plans or as directed. Stuff containment mesh densely so logs do not deform.

## 3. QUALIFICATIONS, TRAINING, AND EMPLOYEE REQUIREMENTS

3.1. **Contractor Responsible Person Environmental (CRPE) Qualifications and Responsibilities**. Provide and designate in writing at the preconstruction conference a CRPE and alternate CRPEwho have overall responsibility for the storm water management program. The CRPE will implement storm water and erosion control practices; will oversee and observe storm water control measure monitoring and management; will monitor the project site daily and produce daily monitoring reports as long as there are BMPs in place or soil disturbing activities are evident to ensure compliance with the SWP3 and TPDES General Permit TXR150000. During time suspensions when work is not occurring or on contract non-work days, daily inspections are not required unless a rain event has occurred. The CRPE will provide recommendations on

how to improve the effectiveness of control measures. Attend the Department's preconstruction conference for the project. Ensure training is completed as identified in Section 506.3.3., "Training," by all applicable personnel before employees work on the project. Document and submit a list, signed by the CRPE, of all applicable Contractor and subcontractor employees who have completed the training. Include the employee's name, the training course name, and date the employee completed the training. Provide the most current list at the preconstruction conference or before SWP3 or soil disturbing activities. Update the list as needed and provide the updated list when updated.

3.2. **Contractor Superintendent Qualifications and Responsibilities**. Provide a superintendent that is competent, has experience with and knowledge of storm water management, and is knowledgeable of the requirements and the conditions of the TPDES General Permit TXR150000. The superintendent will manage and oversee the day to day operations and activities at the project site; work with the CRPE to provide effective storm water management at the project site; represent and act on behalf of the Contractor; and attend the Department's preconstruction conference for the project.

3.3. **Training**. All Contractor and subcontractor employees involved in soil disturbing activities, small or large structures and, SWP3 (storm water control measures, soil retention blankets, seeding, sodding, etc.) activities must complete the following training before performing soil disturbing or SWP3 activities on the project. Training is provided by the Department at no cost to the Contractor and is valid for 3 yr. from the date of completion. The Engineer may require training at a frequency less than 3 yr. based on environmental needs.

- "Environmental Management System: Awareness Training for the Contractor (English and Spanish) (Approximate running time 20 min.)"
- "Storm Water: Environmental Requirements During Construction (English and Spanish) (Approximate running time 20 min.)"

The CRPE, alternate CRPE, Contractor's superintendent, and Contractor and subcontractor lead personnel involved in soil disturbing or SWP3 activities must enroll and complete the training listed below and provide the Certification of Completion before performing soil disturbing or SWP3 activities on the project. Training is provided by a third party and is valid for 3 yr. from the date shown on the Certificate of Completion. Coordinate enrollment through the third party and pay associated fees for the following training:

- "Revegetation During Construction,"
- "Construction General Permit Compliance," and
- "Construction Stage Gate Checklist (CSGC)."

Training may take place at a location at the discretion of the Contractor. Training and associated fees will not be measured or paid for directly but are considered subsidiary to this Item.

## 4. CONSTRUCTION

4.1. **Contractor Responsibilities**. Implement the SWP3 for the project site in accordance with the plans and specifications, TPDES General Permit TXR150000, and as directed. Coordinate storm water management with all other work on the project. Develop and implement an SWP3 for project-specific material supply plants within and outside of the Department's right of way in accordance with the specific or general storm water permit requirements. Prevent water pollution from storm water associated with construction activity from entering any surface water or private property on or adjacent to the project site.

4.2. **Implementation**. The CRPE, or alternate CRPE, must be accessible by phone and able to respond to project-related storm water management or other environmental emergencies 24 hr. per day.

4.2.1. **Commencement**. Implement the SWP3 as shown and as directed. Contractor-proposed recommendations for changes will be allowed as approved. Conform to the established guidelines in the TPDES General Permit TXR150000 to make changes. Do not implement changes until approval has been received and changes have been incorporated into the plans. Minor adjustments to meet field conditions are allowed and will be recorded in the SWP3.

4.2.2. **Phasing**. Implement control measures before the commencement of activities that result in soil disturbance. Phase and minimize the soil disturbance to the areas shown on the plans. Coordinate temporary control measures with permanent control measures and all other work activities on the project to assure economical, effective, safe, and continuous water pollution prevention. Provide control measures that are appropriate to the construction means, methods, and sequencing allowed by the Contract. Exercise precaution throughout the life of the project to prevent pollution of ground waters and surface waters. Schedule and perform clearing and grubbing operations so that stabilization measures will follow immediately thereafter if project conditions permit. Bring all grading sections to final grade as soon as possible and implement temporary and permanent control measures at the earliest time possible. Implement temporary control measures when required by the TPDES General Permit TXR150000 or otherwise necessitated by project conditions.

Do not prolong final grading and shaping. Preserve vegetation where possible throughout the project, and minimize clearing, grubbing, and excavation within stream banks, bed, and approach sections.

4.3. **General**.

4.3.1. **Temporary Alterations or Control Measure Removal**. Altering or removal of control measures is allowed when control measures are restored within the same working day.

4.3.2. **Stabilization**. Initiate stabilization for disturbed areas no more than 14 days after the construction activities in that portion of the site have temporarily or permanently ceased. Establish a uniform vegetative cover or use another stabilization practice in accordance with the TPDES General Permit TXR150000.

4.3.3. **Finished Work**. Remove and dispose of all temporary control measures upon acceptance of vegetative cover or other stabilization practice unless otherwise directed. Complete soil disturbing activities and establish a uniform perennial vegetative cover. A project will not be considered for acceptance until a vegetative cover of 70% density of existing adjacent undisturbed areas is obtained or equivalent permanent stabilization is obtained in accordance with the TPDES General Permit TXR150000. An exception will be allowed in arid areas as defined in the TPDES General Permit TXR150000.

4.3.4. **Restricted Activities and Required Precautions**. Do not discharge onto the ground or surface waters any pollutants such as chemicals, raw sewage, fuels, lubricants, coolants, hydraulic fluids, bitumens, or any other petroleum product. Operate and maintain equipment on-site to prevent actual or potential water pollution. Manage, control, and dispose of litter on-site such that no adverse impacts to water quality occur. Prevent dust from creating a potential or actual unsafe condition, public nuisance, or condition endangering the value, utility, or appearance of any property. Wash out concrete trucks only as described in the TPDES General Permit TXR150000. Use appropriate controls to minimize the offsite transport of suspended sediments and other pollutants if it is necessary to pump or channel standing water (i.e., dewatering). Prevent discharges that would contribute to a violation of Edwards Aquifer Rules, water quality standards, the impairment of a listed water body, or other state or federal law.

4.4. **Installation, Maintenance, and Removal Work**. Perform work in accordance with the SWP3, according to manufacturers' guidelines, and in accordance with the TPDES General Permit TXR150000. Install and maintain the integrity of temporary erosion and sedimentation control devices to accumulate silt and debris until soil disturbing activities are completed and permanent erosion control features are in place or the disturbed area has been adequately stabilized as approved.

The Department will inspect and document the condition of the control measures at the frequency shown on the plans and will provide the Construction SWP3 Field Inspection and Maintenance Reports to the Contractor. Make corrections as soon as possible before the next anticipated rain event or within 7 calendar days after being able to enter the worksite for each control measure. The only acceptable reason for not accomplishing the corrections with the time frame specified is when site conditions are "Too Wet to Work." Take immediate action if a correction is deemed critical as directed. When corrections are not made within the established time frame, all work will cease on the project and time charges will continue while the control measures are brought into compliance. Commence work once the Engineer reviews and documents the project is in compliance. Commencing work does not release the Contractor of the liability for noncompliance of the SWP3, plans, or TPDES General Permit TXR150000.

The Engineer may limit the disturbed area if the Contractor cannot control soil erosion and sedimentation resulting from the Contractor's operations. Implement additional controls as directed.

Remove devices upon approval or as directed. Finish-grade and dress the area upon removal. Stabilize disturbed areas in accordance with the permit, and as shown on the plans or directed. Materials removed are considered consumed by the project. Retain ownership of stockpiled material and remove it from the project when new installations or replacements are no longer required.

4.4.1. **Rock Filter Dams for Erosion Control**. Remove trees, brush, stumps, and other objectionable material that may interfere with the construction of rock filter dams. Place sandbags as a foundation when required or at the Contractor's option.

Place the aggregate to the lines, height, and slopes specified, without undue voids for Types 1, 2, 3, and 5. Place the aggregate on the mesh and then fold the mesh at the upstream side over the aggregate and secure it to itself on the downstream side with wire ties, or hog rings for Types 2 and 3, or as directed. Place rock filter dams perpendicular to the flow of the stream or channel unless otherwise directed. Construct filter dams according to the following criteria unless otherwise shown on the plans:

4.4.1.1. **Type 1 (Non-Reinforced)**.

- **Height**. At least 18 in. measured vertically from existing ground to top of filter dam.
- **Top Width**. At least 2 ft.
- **Slopes**. No steeper than 2:1.

4.4.1.2. **Type 2 (Reinforced)**.

- **Height**. At least 18 in. measured vertically from existing ground to top of filter dam.
- **Top Width**. At least 2 ft.
- **Slopes**. No steeper than 2:1.

4.4.1.3. **Type 3 (Reinforced)**.

- **Height**. At least 36 in. measured vertically from existing ground to top of filter dam.
- **Top Width**. At least 2 ft.
- **Slopes**. No steeper than 2:1.

4.4.1.4. **Type 4 (Sack Gabions)**. Unfold sack gabions and smooth out kinks and bends. Connect the sides by lacing in a single loop–double loop pattern on 4- to 5-in. spacing for vertical filling. Pull the end lacing rod at one end until tight, wrap around the end, and twist 4 times. Fill with stone at the filling end, pull the rod tight, cut the wire with approximately 6 in. remaining, and twist wires 4 times.

Place the sack flat in a filling trough, fill with stone, connect sides, and secure ends as described above for horizontal filling.

Lift and place without damaging the gabion. Shape sack gabions to existing contours.

4.4.1.5. **Type 5**. Provide rock filter dams as shown on the plans.

4.4.2. **Temporary Pipe Slope Drains**. Install pipe with a slope as shown on the plans or as directed. Construct embankment for the drainage system in 8-in. lifts to the required elevations. Hand-tamp the soil around and under the entrance section to the top of the embankment as shown on the plans or as directed. Form the top of the embankment or earth dike over the pipe slope drain at least 1 ft. higher than the top of the inlet pipe at all points. Secure the pipe with hold-downs or hold-down grommets spaced a maximum of 10 ft. on center. Construct the energy dissipaters or sediment traps as shown on the plans or as directed. Construct the sediment trap using concrete or rubble riprap in accordance with Item 432, "Riprap," when designated on the plans.

4.4.3. **Temporary Paved Flumes**. Construct paved flumes as shown on the plans or as directed. Provide excavation and embankment (including compaction of the subgrade) of material to the dimensions shown on the plans unless otherwise indicated. Install a rock or rubble riprap energy dissipater, constructed from the materials specified above, to a minimum depth of 9 in. at the flume outlet to the limits shown on the plans or as directed.

4.4.4. **Construction Exits**. Prevent traffic from crossing or exiting the construction site or moving directly onto a public roadway, alley, sidewalk, parking area, or other right of way areas other than at the location of construction exits when tracking conditions exist. Construct exits for either long- or short-term use.

4.4.4.1. **Long-Term**. Place the exit over a foundation course as required. Grade the foundation course or compacted subgrade to direct runoff from the construction exits to a sediment trap as shown on the plans or as directed. Construct exits with a width of at least 14 ft. for one-way and 20 ft. for two-way traffic for the full width of the exit, or as directed.

4.4.4.1.1. **Type 1**. Construct to a depth of at least 8 in. using crushed aggregate as shown on the plans or as directed.

4.4.4.1.2. **Type 2**. Construct using railroad ties and timbers as shown on the plans or as directed.

4.4.4.2. **Short-Term**.

4.4.4.2.1. **Type 3**. Construct using crushed aggregate, plywood, or wafer board. This type of exit may be used for daily operations where long-term exits are not practical.

4.4.4.2.2. **Type 4**. Construct as shown on the plans or as directed.

4.4.5. **Earthwork for Erosion Control**. Perform excavation and embankment operations to minimize erosion and to remove collected sediments from other erosion control devices.

4.4.5.1. **Excavation and Embankment for Erosion Control Features**. Place earth dikes, swales, or combinations of both along the low crown of daily lift placement, or as directed, to prevent runoff spillover. Place swales and dikes at other locations as shown on the plans or as directed to prevent runoff spillover or to divert runoff. Construct cuts with the low end blocked with undisturbed earth to prevent erosion of hillsides. Construct sediment traps at drainage structures in conjunction with other erosion control measures as shown on the plans or as directed.

Create a sediment basin, where required, providing 3,600 cu. ft. of storage per acre drained, or equivalent control measures for drainage locations that serve an area with 10 or more disturbed acres at one time, not including offsite areas.

4.4.5.2. **Excavation of Sediment and Debris**. Remove sediment and debris when accumulation affects the performance of the devices, after a rain, and when directed.

4.4.6. **Construction Perimeter Fence**. Construct, align, and locate fencing as shown on the plans or as directed.

4.4.6.1. **Installation of Posts**. Embed posts 18 in. deep or adequately anchor in rock, with a spacing of 8 to 10 ft.

4.4.6.2. **Wire Attachment**. Attach the top wire to the posts at least 3 ft. from the ground. Attach the lower wire midway between the ground and the top wire.

4.4.6.3. **Flag Attachment**. Attach flagging to both wire strands midway between each post. Use flagging at least 18 in. long. Tie flagging to the wire using a square knot.

4.4.7. **Sandbags for Erosion Control**. Construct a berm or dam of sandbags that will intercept sediment-laden storm water runoff from disturbed areas, create a retention pond, detain sediment, and release water in sheet flow. Fill each bag with sand so that at least the top 6 in. of the bag is unfilled to allow for proper tying of the

open end. Place the sandbags with their tied ends in the same direction. Offset subsequent rows of sandbags 1/2 the length of the preceding row. Place a single layer of sandbags downstream as a secondary debris trap. Place additional sandbags as necessary or as directed for supplementary support to berms or dams of sandbags or earth.

4.4.8. **Temporary Sediment-Control Fence**. Provide temporary sediment-control fence near the downstream perimeter of a disturbed area to intercept sediment from sheet flow. Incorporate the fence into erosion-control measures used to control sediment in areas of higher flow. Install the fence as shown on the plans, as specified in this Section, or as directed.

4.4.8.1. **Installation of Posts**. Embed posts at least 18 in. deep, or adequately anchor, if in rock, with a spacing of 6 to 8 ft. and install on a slight angle toward the runoff source.

4.4.8.2. **Fabric Anchoring**. Dig trenches along the uphill side of the fence to anchor 6 to 8 in. of fabric. Provide a minimum trench cross-section of 6 × 6 in. Place the fabric against the side of the trench and align approximately 2 in. of fabric along the bottom in the upstream direction. Backfill the trench, then hand-tamp.

4.4.8.3. **Fabric and Net Reinforcement Attachment**. Attach the reinforcement to wooden posts with staples, or to steel posts with T-clips, in at least 4 places equally spaced unless otherwise shown on the plans. Sewn vertical pockets may be used to attach reinforcement to end posts. Fasten the fabric to the top strand of reinforcement by hog rings or cord every 15 in. or less.

4.4.8.4. **Fabric and Net Splices**. Locate splices at a fence post with a minimum lap of 6 in. attached in at least 6 places equally spaced unless otherwise shown on the plans. Do not locate splices in concentrated flow areas.

Requirements for installation of used temporary sediment-control fence include the following:

- fabric with minimal or no visible signs of biodegradation (weak fibers),
- fabric without excessive patching (more than 1 patch every 15 to 20 ft.),
- posts without bends, and
- backing without holes.

4.4.9. **Biodegradable Erosion Control Logs**. Install biodegradable erosion control logs near the downstream perimeter of a disturbed area to intercept sediment from sheet flow. Incorporate the biodegradable erosion control logs into the erosion measures used to control sediment in areas of higher flow. Install, align, and locate the biodegradable erosion control logs as specified below, as shown on the plans, or as directed.

Secure biodegradable erosion control logs in a method adequate to prevent displacement as a result of normal rain events, prevent damage to the logs, and as approved, such that flow is not allowed under the logs. Temporarily removing and replacing biodegradable erosion logs as to facilitate daily work is allowed at the Contractor's expense.

4.4.10. **Vertical Tracking**. Perform vertical tracking on slopes to temporarily stabilize soil. Provide equipment with a track undercarriage capable of producing a linear soil impression measuring a minimum of 12 in. long × 2 to 4 in. wide × 1/2 to 2 in. deep. Do not exceed 12 in. between track impressions. Install continuous linear track impressions where the 12 in. length impressions are perpendicular to the slope. Vertical tracking is required on projects where soil disturbing activities have occurred unless otherwise approved.

4.5. **Monitoring and Documentation**. Monitor the control measures on a daily basis as long as there are BMPs in place and/or soil disturbing activities are evident to ensure compliance with the SWP3 and TPDES General Permit TXR150000. During time suspensions when work is not occurring or contract non-work days, daily inspections are not required unless a rain event has occurred. Monitoring will consist of, but is not limited to, observing, inspecting, and documenting site locations with control measures and discharge points to provide maintenance and inspection of controls as described in the SWP3. Keep written records of daily monitoring. Document in the daily monitoring report the control measure condition, the date of inspection, required corrective actions, responsible person for making the corrections, and the date corrective actions

were completed. Maintain records of all monitoring reports at the project site or at an approved place. Provide copies within 7 days. Together, the CRPE and an Engineer's representative will complete the Construction Stage Gate Checklist on a periodic basis as directed.

## 5. MEASUREMENT

5.1. **Rock Filter Dams**. Installation or removal of rock filter dams will be measured by the foot or by the cubic yard. The measured volume will include sandbags, when used.

5.1.1. **Linear Measurement**. When rock filter dams are measured by the foot, measurement will be along the centerline of the top of the dam.

5.1.2. **Volume Measurement**. When rock filter dams are measured by the cubic yard, measurement will be based on the volume of rock computed by the method of average end areas.

5.1.2.1. **Installation**. Measurement will be made in final position.

5.1.2.2. **Removal**. Measurement will be made at the point of removal.

5.2. **Temporary Pipe Slope Drains**. Temporary pipe slope drains will be measured by the foot.

5.3. **Temporary Paved Flumes**. Temporary paved flumes will be measured by the square yard of surface area. The measured area will include the energy dissipater at the flume outlet.

5.4. **Construction Exits**. Construction exits will be measured by the square yard of surface area.

5.5. **Earthwork for Erosion and Sediment Control**.

5.5.1. **Equipment and Labor Measurement**. Equipment and labor used will be measured by the actual number of hours the equipment is operated and the labor is engaged in the work.

5.5.2. **Volume Measurement**.

5.5.2.1. **In Place**.

5.5.2.1.1. **Excavation**. Excavation will be measured by the cubic yard in its original position and the volume computed by the method of average end areas.

5.5.2.1.2. **Embankment**. Embankment will be measured by the cubic yard in its final position by the method of average end areas. The volume of embankment will be determined between:

- the original ground surfaces or the surface upon that the embankment is to be constructed for the feature and
- the lines, grades and slopes of the accepted embankment for the feature.

5.5.2.2. **In Vehicles**. Excavation and embankment quantities will be combined and paid for under "Earthwork (Erosion and Sediment Control, In Vehicle)." Excavation will be measured by the cubic yard in vehicles at the point of removal. Embankment will be measured by the cubic yard in vehicles measured at the point of delivery. Shrinkage or swelling factors will not be considered in determining the calculated quantities.

5.6. **Construction Perimeter Fence**. Construction perimeter fence will be measured by the foot.

5.7. **Sandbags for Erosion Control**. Sandbags will be measured as each sandbag or by the foot along the top of sandbag berms or dams.

5.8. **Temporary Sediment-Control Fence**. Installation or removal of temporary sediment-control fence will be measured by the foot.

5.9. **Biodegradable Erosion Control Logs**. Installation or removal of biodegradable erosion control logs will be measured by the foot along the centerline of the top of the control logs.

5.10. **Vertical Tracking**. Vertical tracking will not be measured or paid for directly but is considered subsidiary to this Item.

## 6. PAYMENT

The following will not be paid for directly but are subsidiary to pertinent Items:

- erosion-control measures for Contractor project-specific locations (PSLs) inside and outside the right of way (such as construction and haul roads, field offices, equipment and supply areas, plants, and material sources);
- removal of litter, unless a separate pay item is shown on the plans;
- repair to devices and features damaged by Contractor operations;
- added measures and maintenance needed due to negligence, carelessness, lack of maintenance, and failure to install permanent controls;
- removal and reinstallation of devices and features needed for the convenience of the Contractor;
- finish grading and dressing upon removal of the device; and
- minor adjustments including but not limited to plumbing posts, reattaching fabric, minor grading to maintain slopes on an erosion embankment feature, or moving small numbers of sandbags.

Stabilization of disturbed areas will be paid for under pertinent Items except vertical tacking which is subsidiary.

Furnishing and installing pipe for outfalls associated with sediment traps and ponds will not be paid for directly but is subsidiary to the excavation and embankment under this Item.

6.1. **Rock Filter Dams**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid as follows:

6.1.1. **Installation**. Installation will be paid for as "Rock Filter Dams (Install)" of the type specified. This price is full compensation for furnishing and operating equipment, finish backfill and grading, lacing, proper disposal, labor, materials, tools, and incidentals.

6.1.2. **Removal**. Removal will be paid for as "Rock Filter Dams (Remove)." This price is full compensation for furnishing and operating equipment, proper disposal, labor, materials, tools, and incidentals.

When the Engineer directs that the rock filter dam installation or portions thereof be replaced, payment will be made at the unit price bid for "Rock Filter Dams (Remove)" and for "Rock Filter Dams (Install)" of the type specified. This price is full compensation for furnishing and operating equipment, finish backfill and grading, lacing, proper disposal, labor, materials, tools, and incidentals.

6.2. **Temporary Pipe Slope Drains**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Temporary Pipe Slope Drains" of the size specified. This price is full compensation for furnishing materials, removal and disposal, furnishing and operating equipment, labor, tools, and incidentals.

Removal of temporary pipe slope drains will not be paid for directly but is subsidiary to the installation Item. When the Engineer directs that the pipe slope drain installation or portions thereof be replaced, payment will be made at the unit price bid for "Temporary Pipe Slope Drains" of the size specified, which is full compensation for the removal and reinstallation of the pipe drain.

Earthwork required for the pipe slope drain installation, including construction of the sediment trap, will be measured and paid for under "Earthwork for Erosion and Sediment Control."

Riprap concrete or stone, when used as an energy dissipater or as a stabilized sediment trap, will be measured and paid for in accordance with Item 432, "Riprap."

6.3. **Temporary Paved Flumes**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Temporary Paved Flume (Install)" or "Temporary Paved Flume (Remove)." This price is full compensation for furnishing and placing materials, removal and disposal, equipment, labor, tools, and incidentals.

When the Engineer directs that the paved flume installation or portions thereof be replaced, payment will be made at the unit prices bid for "Temporary Paved Flume (Remove)" and "Temporary Paved Flume (Install)." These prices are full compensation for the removal and replacement of the paved flume and for equipment, labor, tools, and incidentals.

Earthwork required for the paved flume installation, including construction of a sediment trap, will be measured and paid for under "Earthwork for Erosion and Sediment Control."

6.4. **Construction Exits**. Contractor-required construction exits from off right of way locations or on-right of way PSLs will not be paid for directly but are subsidiary to pertinent Items.

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" for construction exits needed on right of way access to work areas required by the Department will be paid for at the unit price bid for "Construction Exits (Install)" of the type specified or "Construction Exits (Remove)." This price is full compensation for furnishing and placing materials, excavating, removal and disposal, cleaning vehicles, labor, tools, and incidentals.

When the Engineer directs that a construction exit or portion thereof be removed and replaced, payment will be made at the unit prices bid for "Construction Exit (Remove)" and "Construction Exit (Install)" of the type specified. These prices are full compensation for the removal and replacement of the construction exit and for equipment, labor, tools, and incidentals.

Construction of sediment traps used in conjunction with the construction exit will be measured and paid for under "Earthwork for Erosion and Sediment Control."

6.5. **Earthwork for Erosion and Sediment Control**.

6.5.1. **Initial Earthwork for Erosion and Sediment Control**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Excavation (Erosion and Sediment Control, In Place)," "Embankment (Erosion and Sediment Control, In Place)," "Excavation (Erosion and Sediment Control, In Vehicle)," "Embankment (Erosion and Sediment Control, (In Vehicle)," or "Earthwork (Erosion and Sediment Control, In Vehicle)."

This price is full compensation for excavation and embankment including hauling, disposal of material not used elsewhere on the project; embankments including furnishing material from approved sources and construction of erosion-control features; and equipment, labor, tools, and incidentals.

Sprinkling and rolling required by this Item will not be paid for directly but will be subsidiary to this Item.

6.5.2. **Maintenance Earthwork for Erosion and Sediment Control for Cleaning and Restoring Control Measures**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid under a Contractor Force Account Item from invoice provided to the Engineer.

This price is full compensation for excavation, embankment, and re-grading including removal of accumulated sediment in various erosion control installations as directed, hauling, and disposal of material not used elsewhere on the project; excavation for construction of erosion-control features; embankments including furnishing material from approved sources and construction of erosion-control features; and equipment, labor, tools, and incidentals.

Earthwork needed to remove and obliterate erosion-control features will not be paid for directly but is subsidiary to pertinent Items unless otherwise shown on the plans.

Sprinkling and rolling required by this Item will not be paid for directly but will be subsidiary to this Item.

6.6. **Construction Perimeter Fence**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Construction Perimeter Fence." This price is full compensation for furnishing and placing the fence; digging, fence posts, wire, and flagging; removal and disposal; and materials, equipment, labor, tools, and incidentals.

Removal of construction perimeter fence will be not be paid for directly but is subsidiary to the installation Item. When the Engineer directs that the perimeter fence installation or portions thereof be removed and replaced, payment will be made at the unit price bid for "Construction Perimeter Fence," which is full compensation for the removal and reinstallation of the construction perimeter fence.

6.7. **Sandbags for Erosion Control**. Sandbags will be paid for at the unit price bid for "Sandbags for Erosion Control" (of the height specified when measurement is by the foot). This price is full compensation for materials, placing sandbags, removal and disposal, equipment, labor, tools, and incidentals.

Removal of sandbags will not be paid for directly but is subsidiary to the installation Item. When the Engineer directs that the sandbag installation or portions thereof be replaced, payment will be made at the unit price bid for "Sandbags for Erosion Control," which is full compensation for the reinstallation of the sandbags.

6.8. **Temporary Sediment-Control Fence**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid as follows:

6.8.1. **Installation**. Installation will be paid for as "Temporary Sediment-Control Fence (Install)." This price is full compensation for furnishing and operating equipment finish backfill and grading, lacing, proper disposal, labor, materials, tools, and incidentals.

6.8.2. **Removal**. Removal will be paid for as "Temporary Sediment-Control Fence (Remove)." This price is full compensation for furnishing and operating equipment, proper disposal, labor, materials, tools, and incidentals.

6.9. **Biodegradable Erosion Control Logs**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid as follows:

6.9.1. **Installation**. Installation will be paid for as "Biodegradable Erosion Control Logs (Install)" of the size specified. This price is full compensation for furnishing and operating equipment finish backfill and grading, staking, proper disposal, labor, materials, tools, and incidentals.

6.9.2. **Removal**. Removal will be paid for as "Biodegradable Erosion Control Logs (Remove)." This price is full compensation for furnishing and operating equipment, proper disposal, labor, materials, tools, and incidentals.

6.10. **Vertical Tracking**. Vertical tracking will not be measured or paid for directly but is considered subsidiary to this Item.

3.3.4. **Cement-Stabilized Backfill**. Backfill the excavation to the elevations shown with cement-stabilized backfill when shown on the plans. Use cement-stabilized backfill that contains aggregate conforming to the gradation limits shown in Table 1, water, and a minimum of 7% hydraulic cement based on the dry weight of the aggregate, in accordance with Tex-120-E.

Place cement-stabilized backfill equally along the sides of structures to prevent strain on or displacement of the structure. Fill voids when placing cement-stabilized backfill. Use hand-operated tampers if necessary to fill voids.

3.3.5. **Flowable Backfill**. Backfill the excavation with flowable backfill to the elevations indicated when shown on the plans. Prevent the structure from being displaced during the placement of the flowable fill, and prevent flowable fill from entering manholes/inlets and culverts, and drainage structures.

## 4. MEASUREMENT

This is a plans quantity measurement Item. The quantity to be paid is the quantity shown in the proposal, unless modified by Article 9.2., "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

4.1. **Structural Excavation**. Unless shown on the plans as a pay item, structural excavation quantities shown are for information purposes only.

When structural excavation is specified as a pay item, structural excavation for pipe headwalls, inlets, manholes, culvert or storm drain extensions less than 15 ft. long, bridge abutments, retaining walls, and side road and private entrance pipe culverts will not be measured. No allowance will be made for variance from plans quantity incurred by an alternate bid.

When specified as a pay item, structural excavation will be measured by the cubic yard as computed by the average end areas method. Excavation diagrams on the plans take precedence over the provisions of this Article.

4.1.1. **Boundaries of Measurement**.

4.1.1.1. **Pipe**.

4.1.1.1.1. **Pipe up to 42 Inches**. For pipe up to 42 in. nominal or equivalent diameter, no material outside of vertical planes 1 ft. beyond and parallel to the horizontal projection of the outside surfaces of the pipe will be included.

4.1.1.1.2. **Pipe Larger than 42 Inches**. For pipes larger than 42 in. nominal or equivalent diameter, no material outside of vertical planes located 2 ft. beyond and parallel to the horizontal projection of the outside surfaces of the pipe will be included.

Quantities for excavation in fill above natural ground include 1 ft. above the top of the pipe regardless of the height of completed fill. Excavation for pipe will be measured between the extreme ends of the completed structure including end appurtenances as shown on the plans and from centerline to centerline of inlets, manholes, etc.

4.1.1.2. **Structural Plate Structures**. No material outside of vertical planes 3 ft. beyond and parallel to the horizontal projection of the outside surfaces of the structure will be included. When the quality of the existing soil or embankment is less than that of the proposed backfill material, the limits of measurement will be extended to vertical planes located 1/2 of the span beyond the horizontal projection of the outside surfaces of the structure.

4.1.1.3. **Footings, Walls, Boxes, and Other Excavation**. No material outside of vertical planes 1 ft. beyond and parallel to the edges of the footings or outside walls will be included whether or not a cofferdam or shoring is

# GOVERNING SPECIFICATIONS AND SPECIAL PROVISIONS

All specifications and special provisions applicable to this project are identified as follows:

STANDARD SPECIFICATIONS: Adopted by the Texas Department of Transportation, June 1, 2004. Standard Specifications are incorporated into the contract by reference.

*Example:*

| | |
|---|---|
| ITEM 247 | FLEXIBLE BASE (204) |
| ITEM 502 | BARRICADES, SIGNS AND TRAFFIC HANDLING |
| ITEM 530 | DRIVEWAYS AND TURNOUTS |
| ITEM 5010 | CONSTRUCTION EXITS |

SPECIAL PROVISIONS: Special Provisions will govern and take precedence over the Specifications enumerated hereon wherever in conflict therewith. (Enclosed herewith)

General: The above listed specifications items are those under which payment is to be made. These, together with such other pertinent items, if any, as may be referred to in the above-listed specification items, and including the special provisions listed above, constitute the complete specifications for this project.

All item numbers noted in these plans are the same as those referenced in the Texas Department of Transportation 2004 Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges book (June 1, 2004)

**Certification**
**Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give form to the requester. Do not send to the IRS.**

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Social security number**
___ ___ ___ - ___ ___ - ___ ___ ___ ___

**or**

**Employer identification number**
___ ___ - ___ ___ ___ ___ ___ ___ ___

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

**Sign Here** Signature of U.S. person ▶ Date ▶

## Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

***Example.*** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

# Specific Instructions

## Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

## Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

**Exempt payees.** Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|---|---|
| Interest and dividend payments | All exempt recipients except for 9 |
| Broker transactions | Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker |
| Barter exchange transactions and patronage dividends | Exempt recipients 1 through 5 |
| Payments over $600 required to be reported and direct sales over $5,000 [1] | Generally, exempt recipients 1 through 7 [2] |

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account [1] |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor [2] |
| 4. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee [1] |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner [1] |
| 5. Sole proprietorship or single-owner LLC | The owner [3] |
| **For this type of account:** | **Give name and EIN of:** |
| 6. Sole proprietorship or single-owner LLC | The owner [3] |
| 7. A valid trust, estate, or pension trust | Legal entity [4] |
| 8. Corporate or LLC electing corporate status on Form 8832 | The corporation |
| 9. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 10. Partnership or multi-member LLC | The partnership |
| 11. A broker or registered nominee | The broker or nominee |
| 12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

# HIDALGO COUNTY
# PURCHASING DEPARTMENT
# Bidder/Vendor Application

**Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us**

| |
|---|
| **Company Name:** **Telephone No. ( )** |
| **dba Name:** |
| **Legal Name:** |
| **Mailing Address :** **Fax No. ( )** |
| **Physical Address:** |
| **City, State, Zip** **Tax I.D. No.** |
| **Remit to Address :** **City, State, Zip** |
| **E-Mail Address:** |
| **Representative(s) Name(s) & Title(s)** |
| **Type of Organization (check one):** _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit** _____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify** **State Identification No.**_____ **(Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.** |
| **State of Incorporation:** _____ **Date:**_____ **Other:** |
| **Type of Business (check one):** _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify** |
| **Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:** |
| **Small and/or Disadvantaged Business Information (check application criteria)** **Small Business:** **Disadvantaged Business (At Least 51% Ownership)** ❒ Less than 125,000 annual gross receipt ❒ Black American ❒ Native American ❒ Less than 250,000 annual gross receipt ❒ Hispanic American ❒ Women ❒ Less than 499,000 annual gross receipt ❒ Asian Pacific American ❒ Other ❒ More than 500,000 annual gross receipt |
| **Have you been certified as a HUB or an MBE/WBE source?:** ❒ Yes ❒ No |
| **Indicate Certification No.(s):**_____ **or are Certificate(s) attached?:** ❒ Yes ❒ No |
| **What type of product(s) is/are solicited by your company?:** **Would you like to be provided with specifications for procurements of such products?:** ❒ Yes ❒ No |
| **To Be Completed by the County: Rec'd by (Purchasing):**_____ **Date Rec'd by (Purchasing):** **Date Forwarded Information to Auditor's Office:**_____**Entry Date:** _____ **Vendor No.:** |

## HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ❒Yes ❒ No

If yes, by whom?: ❒ Texas Building & Procurement Commission ❒ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ❒ Yes ❒ No

## LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

## DISCLOSURE OF CONFLICT OF INTEREST

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

**Please Submit completed forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse**

**COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

# CONFLICT OF INTEREST QUESTIONNAIRE

**FORM CIQ**

**For vendor or other person doing business with local governmental entity**

**This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

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

**OFFICE USE ONLY**

Date Received

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

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**

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

**OFFICE USE ONLY**

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

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

Must file online at www.ethics.state.tx.us/File

5 **Check only if there is NO Interested Party.** ☐

6 **AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

**ADD ADDITIONAL PAGES AS NECESSARY**

# SALES TAX AND LOCAL SALES TAX
# EXEMPTION CERTIFICATE FOR CONTRACTORS

This Contract is to be performed for an exempt organization as defined by Article 20.04 (H) (4) of the Texas Limited Sales, Excise, and Use Tax Act and the undersigned hereby claims an exemption from payment of taxes under Chapter 20, title 122A, revised hereby claims an exemption from payment of taxes under Chapter 20, title 122A, revised civil statues of Texas, and Article 1066 ©, entitle Local Sales and Use Tax, revised civil statues of Texas.

The Contractor performing this Contract may purchase, rent, or lease all materials, supplies, equipment used for consumed in the performance of this Contract by issuing to his retailer an exemption certificate in lieu of the tax, said exemption certificate complying with State Comptroller's Ruling No 95-9.07. Any such exemption certificate issue by the Contractor in lieu of the tax shall be subject to the provisions of the State Comptroller's Ruling No. 95.0.09 as amended to be effective October 2, 1968.

EXECUTED this the _____ day of _____, 20_____.

_____

Contractor

GOVERNMENT CODE

CHAPTER 2258. PREVAILING WAGE RATES

SUBCHAPTER A. GENERAL PROVISIONS

§Sec. 2258.001. DEFINITIONS. In this chapter:

(1) "Locality in which the work is performed" means:

(A) for a contract for a public work awarded by the state, the political subdivision of the state in which the public work is located:

(i) which may include a county, municipality, county and municipality, or district, except as provided by Subparagraph (ii); and

(ii) which, in a municipality with a population of 500,000 or more, may only include the geographic limits of the municipality; or

(B) for a contract for a public work awarded by a political subdivision of the state, the geographical limits of the political subdivision.

(2) "Public body" means a public body awarding a contract for a public work on behalf of the state or a political subdivision of the state.

(3) "Worker" includes a laborer or mechanic.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 2001, 77th Leg., ch. 1422, Sec. 14.04, eff. Sept. 1, 2001.

§Sec. 2258.002. APPLICABILITY OF CHAPTER TO PUBLIC WORKS. (a) This chapter applies only to the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction.

(b) This chapter does not apply to work done directly by a public utility company under an order of a public authority.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.003. LIABILITY. An officer, agent, or employee of a public body is not liable in a civil action for any act or omission implementing or enforcing this chapter unless the action was made in bad faith.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

SUBCHAPTER B. PAYMENT OF PREVAILING WAGE RATES

§Sec. 2258.021. RIGHT TO BE PAID PREVAILING WAGE RATES. (a) A worker employed on a public work by or on behalf of the state or a political subdivision of the state shall be paid:

(1) not less than the general prevailing rate of per diem wages for work of a similar

character in the locality in which the work is performed; and

(2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work.

(b) Subsection (a) does not apply to maintenance work.

(c) A worker is employed on a public work for the purposes of this section if the worker is employed by a contractor or subcontractor in the execution of a contract for the public work with the state, a political subdivision of the state, or any officer or public body of the state or a political subdivision of the state.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 18.01, eff. Sept. 1, 1997.

§Sec. 2258.022. DETERMINATION OF PREVAILING WAGE RATES.

(a) For a contract for a public work awarded by a political subdivision of the state, the public body shall determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work by:

(1) conducting a survey of the wages received by classes of workers employed on projects of a character similar to the contract work in the political subdivision of the state in which the public work is to be performed; or

(2) using the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments.

(b) This subsection applies only to a public work located in a county bordering the United Mexican States or in a county adjacent to a county bordering the United Mexican States. For a contract for a public work awarded by the state, the public body shall determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work as follows. The public body shall conduct a survey of the wages received by classes of workers employed on projects of a character similar to the contract work both statewide and in the political subdivision of the state in which the public work is to be performed. The public body shall also consider the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, but only if the survey used to determine that rate was conducted within a three-year period preceding the date the public body calls for bids for the public work. The public body shall determine the general prevailing rate of per diem wages in the locality based on the higher of:

(1) the rate determined from the survey conducted in the political subdivision;

(2) the arithmetic mean between the rate determined from the survey conducted in the political subdivision and the rate determined from the statewide survey; and

(3) if applicable, the arithmetic mean between the rate determined from the survey conducted in the political subdivision and the rate determined by the United States Department of Labor.

(c) The public body shall determine the general prevailing rate of per diem wages as a sum certain, expressed in dollars and cents.

(d) A public body shall specify in the call for bids for the contract and in the contract itself the wage rates determined under this section.

(e) The public body's determination of the general prevailing rate of per diem wages is final.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 18.02, eff. Sept. 1, 1997; Acts 2001, 77th Leg., ch. 1422, Sec. 14.05, eff. Sept. 1, 2001.
Amended by: Acts 2007, 80th Leg., R.S., Ch. 728, Sec. 1, eff. September 1, 2007.

§Sec. 2258.023. PREVAILING WAGE RATES TO BE PAID BY CONTRACTOR AND SUBCONTRACTOR; PENALTY.

(a) The contractor who is awarded a contract by a public body or a subcontractor of the contractor shall pay not less than the rates determined under Section 2258.022 to a worker employed by it in the execution of the contract.

(b) A contractor or subcontractor who violates this section shall pay to the state or a political subdivision of the state on whose behalf the contract is made, $60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body awarding a contract shall specify this penalty in the contract.

(c) A contractor or subcontractor does not violate this section if a public body awarding a contract does not determine the prevailing wage rates and specify the rates in the contract as provided by Section 2258.022.

(d) The public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.

(e) A municipality is entitled to collect a penalty under this section only if the municipality has a population of more than 10,000.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.024. RECORDS.

(a) A contractor and subcontractor shall keep a record showing:

(1) the name and occupation of each worker employed by the contractor or subcontractor in the construction of the public work; and

(2) the actual per diem wages paid to each worker.

(b) The record shall be open at all reasonable hours to inspection by the officers and agents of the public body.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.025. PAYMENT GREATER THAN PREVAILING RATE NOT PROHIBITED. This chapter does not prohibit the payment to a worker employed on a public work an amount greater than the general prevailing rate of per diem wages.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.026. RELIANCE ON CERTIFICATE OF SUBCONTRACTOR. A contractor is entitled to rely on a certificate by a subcontractor regarding the payment of all sums due those working for the subcontractor until the contrary has been determined.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

SUBCHAPTER C. ENFORCEMENT; CIVIL AND CRIMINAL PENALTIES

§Sec. 2258.051. DUTY OF PUBLIC BODY TO HEAR COMPLAINTS AND WITHHOLD PAYMENT. A public body awarding a contract, and an agent or officer of the public body, shall:

(1) take cognizance of complaints of all violations of this chapter committed in the execution of the contract; and

(2) withhold money forfeited or required to be withheld under this chapter from the payments to the contractor under the contract, except that the public body may not withhold money from other than the final payment without a determination by the public body that there is good cause to believe that the contractor has violated this chapter.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.052. COMPLAINT; INITIAL DETERMINATION.

(a) On receipt of information, including a complaint by a worker, concerning an alleged violation of Section 2258.023 by a contractor or subcontractor, a public body shall make an initial determination as to whether good cause exists to believe that the violation occurred.

(b) A public body must make its determination under Subsection (a) before the 31st day after the date the public body receives the information.

(c) A public body shall notify in writing the contractor or subcontractor and any affected worker of its initial determination.

(d) A public body shall retain any amount due under the contract pending a final determination of the violation.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.053. ARBITRATION REQUIRED FOR UNRESOLVED ISSUE.

(a) An issue relating to an alleged violation of Section 2258.023, including a penalty owed to a public body or an affected worker, shall be submitted to binding arbitration in accordance with the Texas General Arbitration Act (Article 224 et seq., Revised Statutes) if the contractor or subcontractor and any affected worker do not resolve the issue by agreement before the 15th day after the date the public body makes its initial determination under Section 2258.052.

(b) If the persons required to arbitrate under this section do not agree on an arbitrator before the 11th day after the date that arbitration is required under Subsection (a), a district court shall appoint an arbitrator on the petition of any of the persons.

(c) A public body is not a party in the arbitration.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.054. ARBITRATION AWARD; COSTS. (a) If an arbitrator determines that Section 2258.023 has been violated, the arbitrator shall assess and award against the contractor or subcontractor:

(1) penalties as provided by Section 2258.023 and this section; and

(2) all amounts owed to the affected worker.

(b) An arbitrator shall assess and award all reasonable costs, including the arbitrator's fee, against the party who does not prevail. Costs may be assessed against the worker only if the arbitrator finds that the claim is frivolous. If the arbitrator does not find that the claim is frivolous and does not make an award to the worker, costs are shared equally by the parties.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.055. ARBITRATION DECISION AND AWARD FINAL. The decision and award of the arbitrator is final and binding on all parties and may be enforced in any court of competent jurisdiction.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.056. PAYMENT BY PUBLIC BODY TO WORKER; ACTION TO RECOVER PAYMENT.

(a) A public body shall use any amounts retained under this chapter to pay the worker the difference between the amount the worker received in wages for labor on the public work at the rate paid by the contractor or subcontractor and the amount the worker would have received at the general prevailing wage rate as provided in the arbitrator's award.

(b) The public body may adopt rules, orders, or ordinances relating to the manner in which a reimbursement is made.

(c) If the amounts retained by a public body under this chapter are not sufficient for the public body to pay the worker the full amount owed, the worker has a right of action against the contractor or subcontractor and the surety of the contractor or subcontractor to recover the amount owed, reasonable attorney's fees, and court costs.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.057. WITHHOLDING BY CONTRACTOR.

(a) A contractor may withhold from a subcontractor sufficient money to cover an amount withheld from the contractor by a public body because the subcontractor violated this chapter.

(b) If the contractor has made a payment to the subcontractor, the contractor may withhold money from any future payments owed to the subcontractor or sue the subcontractor or the subcontractor's surety for the amount withheld from the contractor by a public body because of the subcontractor's violation.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.058. CRIMINAL OFFENSE.

(a) An officer, agent, or representative of the state or of a political subdivision of the state commits an offense if the person wilfully violates or does not comply with a provision of this chapter.

(b) A contractor or subcontractor of a public work under this chapter, or an agent or representative of the contractor or subcontractor, commits an offense if the person violates Section 2258.024.

(c) An offense under this section is punishable by:

(1) a fine not to exceed $500;

(2) confinement in jail for a term not to exceed six months; or

(3) both a fine and confinement.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

General Decision Number: TX160008 01/08/2016 TX8

Superseded General Decision Number: TX20150008

State: Texas

Construction Types: Heavy and Highway

Counties: Cameron, Hidalgo and Webb Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

| Modification Number | Publication Date |
|---|---|
| 0 | 01/08/2016 |

* SUTX2011-003 08/02/2011

| | Rates | Fringes |
|---|---|---|
| CEMENT MASON/CONCRETE FINISHER (Paving & Structures) | $ 12.46 | |
| FORM BUILDER/FORM SETTER (Structures) | $ 12.30 | |
| FORM SETTER (Paving & Curb) | $ 12.16 | |
| LABORER | | |
| Asphalt Raker | $ 10.61 | |
| Flagger | $ 9.10 | |
| Laborer, Common | $ 9.86 | |
| Laborer, Utility | $ 11.53 | |
| Pipelayer | $ 11.87 | |
| Work Zone Barricade Servicer | $ 12.88 | |
| POWER EQUIPMENT OPERATOR: | | |
| Asphalt Distributor | $ 13.48 | |
| Asphalt Paving Machine | $ 12.25 | |
| Broom or Sweeper | $ 10.33 | |
| Crane, Lattice Boom 80 Tons or Less | $ 14.39 | |
| Crawler Tractor | $ 16.63 | |
| Excavator, 50,000 lbs or less | $ 12.56 | |
| Excavator, over 50,000 lbs | $ 15.23 | |
| Foundation Drill, Truck Mounted | $ 16.86 | |
| Front End Loader Operator, Over 3 CY | $ 13.69 | |

```
     Front End Loader, 3 CY or
     less.....................$ 13.49
     Loader/Backhoe...........$ 12.77
     Mechanic.................$ 15.47
     Milling Machine..........$ 14.64
     Motor Grader Operator,
     Rough....................$ 14.62
     Motor Grader, Fine Grade....$ 16.52
     Scraper..................$ 11.07

Servicer.....................$ 12.34

Steel Worker (Reinforcing).....$ 14.07

TRUCK DRIVER
     Lowboy-Float.............$ 13.63
     Single Axle..............$ 10.82
     Single or Tandem Axle Dump..$ 14.53
     Tandem Axle Tractor with
     Semi Trailer.............$ 12.12

WELDER.......................$ 14.02
------------------------------------------------------------------

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

==================================================================


Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).


------------------------------------------------------------------


The body of each wage determination lists the classification
and wage rates that have been found to be prevailing for the
cited type(s) of construction in the area covered by the wage
determination. The classifications are listed in alphabetical
order of "identifiers" that indicate whether the particular
rate is a union rate (current union negotiated rate for local),
a survey rate (weighted average rate) or a union average rate
(weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed
in dotted lines beginning with characters other than "SU" or
"UAVG" denotes that the union classification and rate were
prevailing for that classification in the survey. Example:
PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of
the union which prevailed in the survey for this
classification, which in this example would be Plumbers. 0198
indicates the local union number or district council number
where applicable, i.e., Plumbers Local 0198. The next number,
005 in the example, is an internal number used in processing
the wage determination. 07/01/2014 is the effective date of the
most current negotiated rate, which in this example is July 1,
2014.

Union prevailing wage rates are updated to reflect all rate
```

changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

---

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the

Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

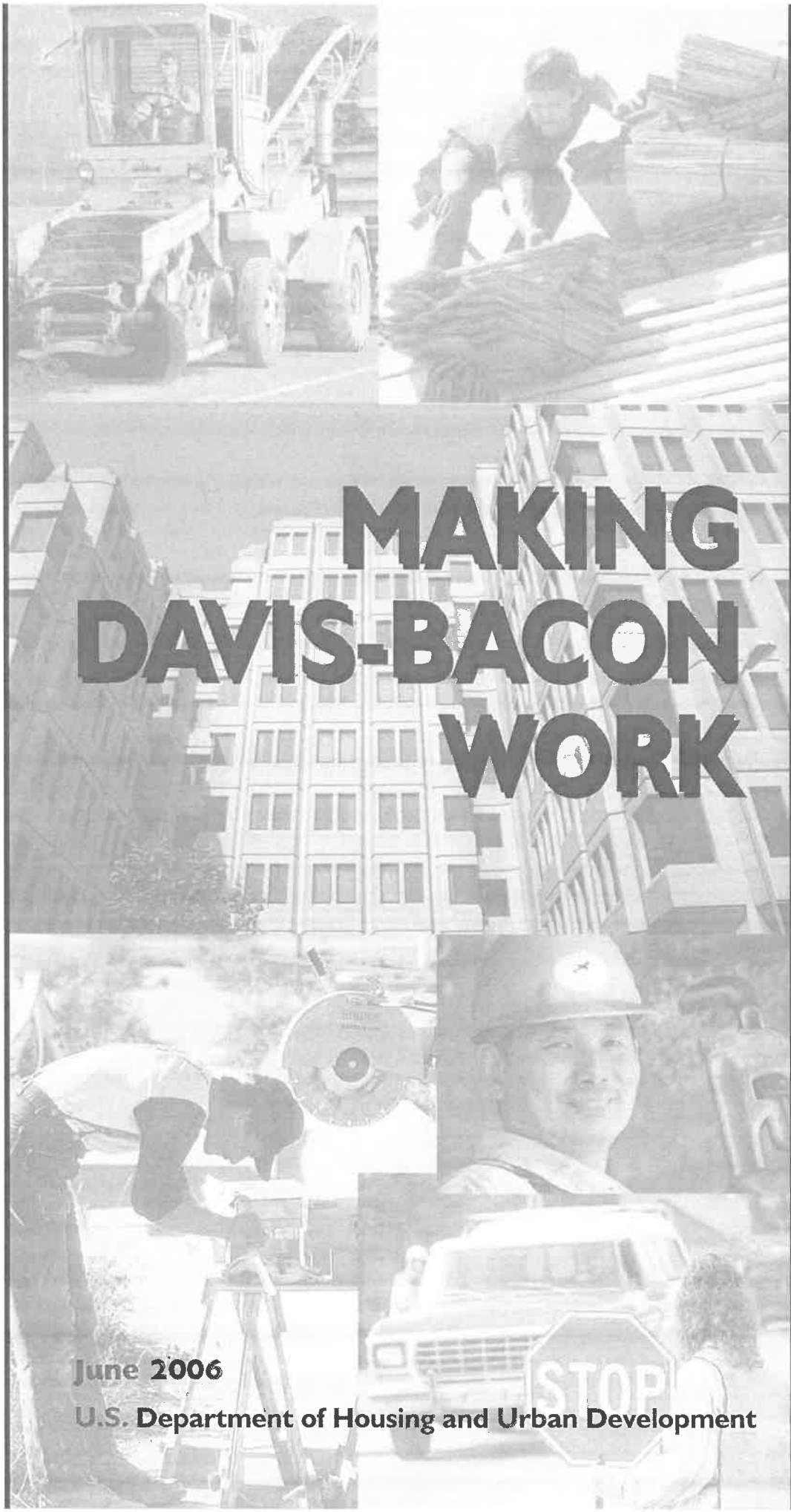
3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

==========

END OF GENERAL DECISION




# MAKING DAVIS-BACON WORK

*A Contractor's Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects*

**June 2006**

**U.S. Department of Housing and Urban Development**

hud

# MAKING DAVIS-BACON WORK

*A Contractor's Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects*

## Introduction

This Guide has been prepared for you as a contractor performing work on construction projects that are ***assisted*** by the Department of Housing and Urban Development and subject to Davis-Bacon prevailing wage requirements. This Guide ***does not*** address contractor requirements involved in ***direct*** Federal contracting where HUD or another Federal agency enters into a procurement contract. In this latter case, the Federal Acquisition Regulations (FAR) are applicable. While the guidance contained in this Guide is generally applicable to ***any*** Davis-Bacon covered project, specific questions pertaining to direct Federal contracts should be addressed to the Contracting Officer who signed the contract for the Federal agency.

Our objective here is to provide you with a guide which is simple and non-bureaucratic yet comprehensive and which will help you better understand and comply with Davis-Bacon labor standards. HUD's Office of Labor Relations worked closely with the Department of Labor's Wage and Hour Division to make sure that the labor standards provisions in your contract and the specifics of complying with them represent the latest information. It is the Department of Labor which has general administrative oversight of all Federal contracting agencies, such as HUD, which administer the day-to-day responsibilities of enforcing Davis-Bacon provisions in construction contracts they either fund or assist in funding.

There are three chapters in this Guide. The first chapter offers a brief description of the laws and regulations associated with Federal labor standards administration and enforcement and discusses both what's in your contract that requires Davis-Bacon compliance and your responsibilities. The second chapter deals with labor standards and payroll reporting requirements. The third chapter discusses what can happen in the event there is a dispute about the wage rates that should be (or have been) paid and any back wages that may be due.

Finally, not all HUD construction projects are covered by Davis-Bacon wage rates. For the purpose of this Guide, we are assuming that a determination has already been made that Davis-Bacon wage rates are applicable. Should you wish assistance in determining whether Davis-Bacon wage rates apply to a particular project or if you need other related technical assistance, please consult with the HUD Labor Relations Field staff for your area. If you don't know which staff to contact, a list of Labor Relations field offices and their geographic areas and telephone numbers can be found on HUD's Home Page at the address below.

Visit the Office of Labor Relations
on the World Wide Web HUD Home Page at:
***http://www.hud.gov/offices/olr***

Obtain additional copies of this Guide and other publications at our web site or by telephone from HUD's Customer Service Center at (800) 767-7468.



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**MAKING DAVIS-BACON WORK**

*A Contractor's Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects*



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MAKING DAVIS-BACON WORK


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# SCHEDULE OF VALUES
## PALM SUBDIVISION UNIT NO. 2 CONTRACT NO.: C-CAP-00-000-00-00

| | | | | | Palm Subd. Unit No. 2 Orange Drive (N - S) 3C1080834 | El Paraiso Subd. Orange Drive (E - W) 3C1080834 | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| **Item** | **Code** | **Item Description** | Unit | | | | | | | |
| | | **PAVING** | | | | | | | | |
| 100 | | Preparing ROW | STA | | 7.96 | 6.05 | | 14.01 | | $0.00 |
| 247 | | 8" Flex Base (Compl In Place) (TY E, GR4) | SY | | 2,467 | 1822 | | 4289.00 | | $0.00 |
| 251 | | Reworking BS Matl (DC)(TY D 6") | SY | | 2,467 | 1822 | | 4289.00 | | $0.00 |
| 310 | | ASPH Matrl (MC-30) | GAL | | 494 | 364 | | 858.00 | | $0.00 |
| 340 | | ASPH Conc (TY D)(1 1/2") | SY | | 2,115 | 1613 | | 3728.00 | | $0.00 |
| 502 | | Barricades, Signs and Traffic Handling | MO | | 1.0 | 1.0 | | 2.00 | | $0.00 |
| 530 | | Turnouts (ASPH-CONC-PAV)(PB-2) | SY | | 30 | 30 | | 60.00 | | $0.00 |
| | | **PAVING SUBTOTAL** | | | | | | | | **$0.00** |
| | | **DRAINAGE** | | | | | | | | |
| 530 | | Driveway (ASPH-CON-PAV)(PB-1) | SY | | 101 | 29 | | 130.00 | | $0.00 |
| 530 | | Driveway (Concrete 3000 PSI) | SY | | 528 | 29 | | 557.00 | | $0.00 |
| 473 | | 15" ADS Culvert Pipe | LF | | 552 | 48 | | 600.00 | | $0.00 |
| 506 | | Temporary Sediment Control Fence | LF | | 552 | 20 | | 572.00 | | $0.00 |
| | | **DRAINAGE SUBTOTAL** | | | | | | | | **$0.00** |
| | | | | | **$0.00** | **$0.00** | **$0.00** | **TOTAL ESTIMATE** | | **$0.00** |

# CHAPTER 1. Laws, Regulations, Contracts and Responsibilities

The following paragraphs describe what the labor standards laws and regulations actually say and what they mean to you on HUD projects:

## 1-1 Davis-Bacon and Other Labor Laws

### a. The Davis-Bacon Act (DBA)

The Davis-Bacon Act requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all laborers and mechanics on Federal government and District of Columbia construction projects in excess of $2,000. Construction includes alteration and/or repair, including painting and decorating, of public buildings or public works.

Most HUD construction work ***is not*** covered by the DBA itself since HUD seldom contracts directly for construction services. Most often, if Davis-Bacon wage rates apply to a HUD project it is because of a labor provision contained in one of HUD's "Related Acts" such as the U.S. Housing Act of 1937, the National Housing Act, the Housing and Community Development Act of 1974, the National Affordable Housing Act of 1990, and the Native American Housing Assistance and Self-Determination Act of 1996. The Related Acts are often referred to as the **Davis-Bacon and Related Acts or *DBRA*.**

### b. The Contract Work Hours and Safety Standards Act (CWHSSA)

CWHSSA requires time and one-half pay for overtime (O/T) hours (over 40 in any workweek) worked on the covered project. The CWHSSA applies to both direct Federal contracts and to indirect Federally-assisted contracts ***except*** where the assistance is solely in the nature of a loan guarantee or insurance. CWHSSA violations carry a liquidated damages penalty ($10/day per violation). Intentional violations of CWHSSA standards can be considered for Federal criminal prosecution.

CWHSSA does not apply to *prime contracts* of $100,000 or less. In addition, some HUD projects are not covered by CWHSSA because some HUD programs only provide loan guarantees or insurance. CWHSSA also does not apply to construction or rehabilitation contracts that are not subject to Federal prevailing wage rates (e.g., Davis-Bacon wage rates, or HUD-determined rates for operation of public housing and Indian block grant-assisted housing). However, even though CWHSSA overtime pay is not required, Fair Labor Standards Act (FLSA) overtime pay is probably still applicable. *(See also* Labor Relations Letter *SL-95-01, CWHSSA Coverage threshold for overtime and health and safety provisions,* available on-line at the HUD Labor Relations Library at: www.hud.gov/offices/olr/library.cfm)

**c. The Copeland Act (Anti-Kickback Act)**

The Copeland Act makes it a Federal crime for anyone to require any laborer or mechanic (employed on a Federal or Federally-assisted project) to ***kickback*** (i.e., give up or pay back) any part of their wages. The Copeland Act requires every employer (contractors and subcontractors) to submit weekly certified payroll reports (CPRs) and regulates permissible payroll deductions.

**d. The Fair Labor Standards Act (FLSA)**

The FLSA contains Federal minimum wage rates, overtime (O/T), and child labor requirements. These requirements generally apply to any labor performed. The DOL has the authority to administer and enforce FLSA. HUD will refer to the DOL any possible FLSA violations that are found on HUD projects.

## 1-2 Davis-Bacon Regulations

The Department of Labor (DOL) has published rules and instructions concerning Davis-Bacon and other labor laws in the Code of Federal Regulations (CFR). These regulations can be found in ***Title 29 CFR Parts 1, 3, 5, 6 and 7.*** *Part 1* explains how the DOL establishes and publishes DBA wage determinations *(aka wage decisions)* and provides instructions on how to use the determinations. *Part 3* describes Copeland Act requirements for payroll deductions and the submission of weekly certified payroll reports. *Part 5* covers the labor standards provisions that are in your contract relating to Davis-Bacon Act wage rates and the responsibilities of contractors and contracting agencies to administer and enforce the provisions. *Part 6* provides for administrative proceedings enforcing Federal labor standards on construction and service contracts. Last, *Part 7* sets parameters for practice before the Administrative Review Board. These regulations are used as the basis for administering and enforcing the laws.

DOL Regulations are available on-line on the World Wide Web: ***http://www.dol.gov/dol/allcfr/Title_29/toc.htm***

## 1-3 Construction Contract Provisions

Each contract subject to Davis-Bacon labor standards requirements must contain labor standards clauses and a Davis-Bacon wage decision. These documents are often bound into the contract specifications.

**a. The Labor Standards Clauses**

The labor standards clauses describe the responsibilities of the contractor concerning Davis-Bacon wages and obligate the contractor to comply with the labor requirements. The labor standards clauses also provide for remedies in the event of violations, including withholding from payments due to the contractor to ensure the payment of wages or liquidated damages which may be found due. These contract clauses enable the contract administrator to enforce the Federal labor standards applicable to the project. HUD has standard forms that contain contract clauses. For example, the HUD-2554, Supplementary Conditions to the Contract for Construction, which is issued primarily for FHA multifamily housing and other construction projects administered by HUD; the HUD-4010, Federal Labor Standards Provisions, which is used for CDBG and HOME projects, and the HUD-5370, General Conditions of the Contract for Construction – Public and Indian Housing Program.

HUD program labor standards forms are available on-line at: ***www.hudclips.org/cgi/index.cgi***

**b. Davis-Bacon Wage Decisions**

The Davis-Bacon wage decision (or wage determination) is a listing of various construction work classifications, such as Carpenter, Electrician, Plumber and Laborer, and the minimum wage rates (and fringe benefits, where prevailing) that people performing work in those classifications must be paid.

Davis-Bacon wage decisions are established by the DOL for various types of construction (e.g., residential, heavy, highway) and apply to specific geographic areas, usually a county or group of counties. Wage decisions are modified from time to time to keep them current. In most cases, when the contract is awarded or when construction begins, the wage decision is "locked-in" and no future modifications are applicable to the contract or project involved.

All current Davis-Bacon wage decisions can be accessed on-line at no cost at:

***www.wdol.gov***

## 1-4 Responsibility of the Principal Contractor

The principal contractor (also referred to as the ***prime*** *or* ***general contractor***) is responsible for the full compliance of all employers (the contractor, subcontractors and any lower-tier subcontractors) with the labor standards provisions applicable to the project. Because of the contractual relationship between a prime contractor and his/her subcontractors, subcontractors generally should communicate with the contract administrator only through the prime contractor. *(See Contract Administrator, below.)*

To make this Guide easier to understand, the term ***"prime contractor"*** will mean the principal contractor; ***"subcontractor"*** will mean all subcontractors including lower-tier subcontractors; and the term ***"employer"*** will mean all contractors as a group, including the prime contractor and any subcontractors and lower-tier subcontractors.

## 1-5 Responsibility of the Contract Administrator

The ***contract administrator*** is responsible for the proper administration and enforcement of the Federal labor standards provisions on contracts covered by Davis-Bacon requirements. We use this term to represent the person (or persons) who will provide labor standards advice and support to you and other project principals (e.g., the owner, sponsor, architect), including providing the proper Davis-Bacon wage decision (see ¶2-1, ***The Wage Decision***) and ensuring that the wage decision and contract clauses are incorporated into the contract for construction. The contract administrator also monitors labor standards compliance (see ¶2-6, ***Compliance Reviews***) by conducting interviews with construction workers at the job site and reviewing payroll reports, and oversees any enforcement actions that may be required.

The contract administrator could be an employee or agent of HUD, or of a city or county or public housing agency. *For HUD projects administered directly by HUD staff, usually FHA-insured multifamily projects, the contract administrator will be the HUD Labor Relations field staff.* But many HUD-assisted projects are administered by local contracting agencies such as Public Housing Agencies (PHAs),

Indian tribes and tribally-designated housing entities (TDHEs), and States, cities and counties under HUD's Community Development Block Grant (CDBG) and HOME programs. In these cases, the *contract administrator* will likely be local agency staff. In either case, the guidance for you remains essentially the same.

The DOL also has a role in monitoring Davis-Bacon administration and enforcement. In addition, DOL has independent authority to conduct investigations. A DOL investigator or other DOL representative may visit Davis-Bacon construction sites to interview construction workers or review payroll information.

# CHAPTER 2. How to Comply with Labor Standards and Payroll Reporting Requirements

## Where to start?

Now that you know you're on a Davis-Bacon project and you know some of the legal and practical implications, what's next?

## SECTION I — THE BASICS

### 2-1 The Wage Decision

Davis-Bacon labor standards stipulate the wage payment requirements for *Carpenters, Electricians, Plumbers, Roofers, Laborers, and other construction work classifications* that may be needed for the project. The ***Davis-Bacon wage decision*** that applies to the project contains a schedule of work classifications and wage rates that must be followed. If you don't have it already (and by now you should), you'll want to get a copy of the applicable ***Davis-Bacon wage decision***.

Remember, the wage decision is contained in the contract specifications along with the labor standards clauses. *See ¶1-3, Construction Contract Provisions.*

#### a. The Work Classifications and Wage Rates

A Davis-Bacon wage decision is simply a listing of different work classifications and the minimum wage rates that must be paid to anyone performing work in those classifications. You'll want to make sure that the work classification(s) you need are contained in the wage decision and make certain you know exactly what wage rate(s) you will need to pay. Some wage decisions cover several counties and/or types of construction work (for example, residential and commercial work) and can be lengthy and difficult to read. Contact the *contract administrator* (HUD Labor Relations field staff or local agency staff) if you have any trouble reading the wage decision or finding the work classification(s) you need.

To make reading lengthy wage decisions easier for you, the contract administrator may prepare a Project Wage Rate Sheet (HUD-4720). This Sheet is a one-page transcript that will show only the classifications and wage rates for a particular project. A blank copy of a Project Wage Rate Sheet is provided for you in the appendix. Also, a fillable version of this form is available on-line at HUDClips (see web address in the Appendix). Contact the contract administrator monitoring your project for assistance with a Project Wage Rate Sheet.

**b. Posting the Wage Decision**

If you are the prime contractor, you will be responsible for posting a copy of the wage decision (or the Project Wage Rate Sheet) and a copy of a DOL poster called *Notice to All Employees* (Form WH-1321) at the job site in a place that is easily accessible to all of the construction workers employed at the project and where the wage decision and poster won't be destroyed by wind or rain, etc. The *Notice to All Employees* poster is available on-line at HUDClips (see address in the Appendix).

## 2-2 Additional "Trade" Classifications and Wage Rates

**What if the work classification you need isn't on the wage decision?** If the work classification(s) that you need doesn't appear on the wage decision, you will need to request an ***additional classification and wage rate***. This process is usually very simple and you'll want to start the request right away. Basically, you identify the classification you need and recommend a wage rate for DOL to approve for the project. There are a few rules about additional classifications; you'll find these rules in the DOL regulations, Part 5, and in the labor clauses in your contract. The rules are summarized for you here:

**a. Additional Classification Rules**

Additional classifications and wage rates can be approved if:

1) The requested classification is used by construction contractors in the area of the project. (The area is usually defined as the *county* where the project is located).
2) The work that will be performed by the requested classification is not already performed by another classification that is already on the wage decision. (In other words, if there already is an Electrician classification and wage rate on the wage decision you can't request another Electrician classification and rate.)
3) The proposed wage rate for the requested classification "fits" with the other wage rates already on the wage decision. (For example, the wage rate proposed for a trade classification such as Electrician must be at least as much as the lowest wage rate for other trade classifications already contained in the wage decision.) And,
4) The workers that will be employed in the added classification (if it is known who the workers are/will be), or the workers' representatives, must agree with the proposed wage rate.

**b. Making the Request**

A request for additional classification and wage rate must be made in writing through the contract administrator. (If the contract administrator is a local agency, the agency will send the request to the HUD Labor Relations staff.) If you are a subcontractor, your request should also go through the prime contractor. All you need to do is identify the work classification that is missing and recommend a wage rate (usually the rate that employer is already paying to the employees performing the work) for that classification. You may also need to describe the work that the new classification will perform.

**c. HUD Review**

The HUD Labor Relations field staff will review the requested classification and wage rate to determine whether the request meets the DOL rules outlined in paragraph 2-2(a), above. If additional information or clarification is needed, the staff will contact the prime contractor (or contract administrator for local agency projects) for more information, etc. If the Labor Relations review finds that the request meets the rules, the staff will give preliminary approval on the request and refer it to the DOL for final approval. The staff will send to you a copy of the preliminary approval/referral letter to the DOL.

If the HUD Labor Relations staff doesn't think the request meets the rules and if agreement can't be reached on the proper classification or wage rate for the work described, the HUD Labor Relations staff will *not* approve the request. In this case, the staff will send your request to the DOL with an explanation why HUD believes that the request shouldn't be approved. The DOL still has final decision authority. You will receive a copy of the disapproval/referral letter to the DOL.

**d. DOL Decision**

The DOL will respond to HUD Labor Relations in writing about the additional classification and wage rate request. HUD Labor Relations will notify you of the DOL decision in writing. If the DOL approves the request, the prime contractor must post the approval notice on the job site with the wage decision.

If the DOL *does not* approve the request, you will be notified about what classification and wage rate should be used for the work in question. You will also receive instructions about how to ask for DOL reconsideration if you still want to try to get your recommendation approved.

**It's always a good idea to talk to the contract administrator before submitting an additional classification and wage rate request. The contract administrator can offer suggestions and advice that may save you time and increase the likelihood that DOL will approve your request. Usually, the contract administrator can give you an idea about what the DOL will finally decide.**

## 2-3 Certified Payroll Reports

You'll need to submit a weekly certified payroll report (CPR) beginning with the first week that your company works on the project and for every week afterward until your firm has completed its work. It's always a good idea to number the payroll reports beginning with #1 and to clearly mark your last payroll for the project "Final."

**a. Payroll Formats**

The easiest form to use is DOL's WH-347, ***Payroll***. A sample copy of the WH-347 is included in the back of this Guide. You may access a fillable version of the WH-347 on-line at HUDClips (see web address in the Appendix). Also, the contract administrator can provide a few copies of the WH-347 that you can reproduce.

You are *not required* to use Payroll Form WH-347. You are welcome to use any other type of payroll, such as computerized formats, as long as it contains all of the information that is required on the WH-347.

**b. Payroll Certifications**

The weekly payrolls are called *certified* because each payroll is signed and contains language certifying that the information is true and correct. The payroll ***certification*** language is on the reverse side of the WH-347. If you are using another type of payroll format you may attach the certification from the back of the WH-347, or any other format which contains the same certification language on the WH-347 (reverse).

DOL's website has Payroll Instructions, and the Payroll Form WH-347, in a "fillable" PDF format at this address: ***www.dol.gov/esa/programs/dbra/forms.htm and at HUDClips.***

**c. "No Work" Payrolls**

"No work" payrolls may be submitted whenever there is a temporary break in your work on the project, for example, if your firm is not needed on the project right now but you will be returning to the job in a couple of weeks. *(See Tip Box, below, for "no work" payroll exemption!)* However, if you know that your firm will not be working on the project for an extended period of time, you may wish to send a short note to the contract administrator to let them know about the break in work and to give an approximate date when your firm will return to the project. If you send a note, you do not need to send "no work" payrolls.

If you number your payroll reports consecutively, you *do not* need to submit "no work" payrolls!

**d. Payroll Review and Submission**

The prime contractor should **review** each subcontractor's payroll reports for compliance ***prior*** to submitting the reports to the contract administrator. Remember, the prime contractor is responsible for the full compliance of all subcontractors on the contract and will be held accountable for any wage restitution that may be found due to any laborer or mechanic that is underpaid *and* for any liquidated damages that may be assessed for overtime violations. All of the payroll reports for any project must be submitted to the contract administrator *through* the prime contractor.

An alert prime contractor that reviews subcontractor payroll submissions can detect any misunderstandings early, prevent costly underpayments and protect itself from financial loss should underpayments occur.

**e. Payroll Retention**

Every contractor (including every subcontractor) must keep a complete set of their own payrolls and other basic records such as time cards, tax records, evidence of fringe benefit payments,

for a Davis-Bacon project for at least 3 years after the project is completed. The prime contractor must keep a complete set of all of the payrolls for every contractor (including subcontractors) for at least 3 years after completion of the project.

**f. Payroll Inspection**

In addition to submitting payrolls to the contract administrator, every contractor (including subcontractors) must make their *own* copy of the payrolls and other basic records available for review or copying to any authorized representative from HUD or from DOL.

## 2-4 Davis-Bacon Definitions

Before we discuss how to complete the weekly payroll forms, we need to review a couple of definitions. These definitions can help you understand what will be required of you:

**a. Laborer or Mechanic**

"Laborers" and "mechanics" mean anyone who is performing construction work on the project, including trade journeymen (carpenters, plumbers, sheet metal workers, etc.), apprentices, trainees and, for CWHSSA purposes, watchmen and guards. "Laborers" and "mechanics" are the two groups of workers that must be paid not less than Davis-Bacon wage rates.

1) **Working foremen.** Foremen or supervisors that regularly spend **more** than 20% of their time performing construction work and do not meet the exclusions in paragraph 2 below are covered "laborers" and "mechanics" for labor standards purposes for the time spent performing construction work.

2) **Exclusions.** People whose duties are primarily administrative, executive or clerical are not laborers or mechanics. Examples include superintendents, office staff, timekeepers, messengers, etc. (Contact the contract administrator if you have any questions about whether a particular employee is excluded.)

**b. Employee**

Every person who performs the work of a laborer or mechanic is *"employed"* regardless of any contractual relationship which may be alleged to exist between a contractor or subcontractor and such person. This means that even if there is a contract between a contractor and a worker, the contractor must make sure that the worker is paid at least as much as the wage rate on the wage decision for the classification of work they perform. Note that there are no exceptions to the prevailing wage requirements for relatives or for self-employed laborers and mechanics.

For more information about working subcontractors, ask the contract administrator or your HUD Labor Relations Field Staff for a copy of Labor Relations Letter LR-96-01, *Labor standards compliance requirements for self-employed laborers and mechanics.* Labor Relations Letters and other helpful Labor Relations publications are available at HUD's Labor Relations web site (see the list of web site addresses in the *Appendix*).

**c. Apprentices and Trainees**

The only workers who can be paid less than the wage rate on the wage decision for their work classification are "apprentices" and "trainees" registered in approved apprenticeship or training

programs, including *Step-Up* apprenticeship programs designed for Davis-Bacon construction work. Approved programs are those which have been registered with the DOL or a DOL-recognized State Apprenticeship Council (SAC). Apprentices and trainees are paid wage rates in accordance with the wage schedule in the approved program.

> Most often, the apprentice/trainee wage rate is expressed as a series of percentages tied to the amount of time spent in the program. For example, 0-6 months: 65%; 6 months – 1 year: 70%; etc. The percentage is applied to the journeyman's wage rate. On Davis-Bacon projects, the percentage must be applied to the journeyman's wage rate *on the applicable wage decision* for that craft.

1) **Probationary apprentice.** A "probationary apprentice" can be paid as an apprentice (less than the rate on the wage decision) if the DOL or SAC has certified that the person is eligible for probationary employment as an apprentice.

2) **Pre-apprentice.** A "pre-apprentice", that is, someone who is not registered in a program and who hasn't been DOL- or SAC-certified for probationary apprenticeship is ***not*** considered to be an "apprentice" and must be paid the full journeyman's rate on the wage decision for the classification of work they perform.

3) **Ratio of apprentices and trainees to journeymen.** The maximum number of apprentices or trainees that you can use *on the job site* can not exceed the ratio of apprentices or trainees to journeymen allowed in the approved program.

**d. Prevailing Wages or Wage Rates**

Prevailing wage rates are the wage rates listed on the wage decision for the project. The wage decision will list a minimum basic hourly rate of pay for each work classification. Some wage decisions include fringe benefits which are usually listed as an hourly fringe rate. If the wage decision includes a fringe benefit rate for a classification, you will need to add the fringe benefit rate to the basic hourly rate *unless* you provide bona fide fringe benefits for your employees.

1) **Piece-work.** Some employees are hired on a piece-work basis, that is, the employee's earnings are determined by a factor of work produced. For example, a Drywall Hanger's earnings may be calculated based upon the square feet of sheetrock actually hung, a Painter's earnings may be based upon the number of units painted. Employers may calculate weekly earnings based upon piece rates ***provided*** the weekly earnings are sufficient to satisfy the wage rate requirement based upon actual hours, including any overtime, worked. *Accurate time records must be maintained for any piece-work employees.* If the weekly piece rate earnings are not sufficient, the employer must recompute weekly earnings based upon the actual hours worked and the rate on the wage decision for the work classification(s) involved.

**e. Fringe Benefits**

Fringe benefits can include health insurance premiums, retirement contributions, life insurance, vacation and other paid leave as well as some contributions to training funds. Fringe benefits ***do not*** include employer payments or contributions required by other Federal, State or local laws, such as the employer's contribution to Social Security or some disability insurance payments.

***Note*** that the *total* hourly wage rate paid to any laborer or mechanic (basic wage or basic wage plus fringe benefits) may be no less than the total wage rate (basic wage or basic wage plus fringe benefits) on the wage decision for their craft. If the value of the fringe benefit(s) you provide is less than the fringe benefit rate on the wage decision, you will need to add the balance of the wage decision fringe benefit rate to the basic rate paid to the employee. For example, if the wage decision requires $10/hour basic rate plus $5/hour fringe benefits, you must pay no less than that total ($15/hour) in the basic rate or basic rate plus whatever fringe benefit you may provide. You can meet this obligation in several ways: you could pay the base wage and fringe benefits as stated in the wage decision, or you could pay $15 in base wage with no fringe benefits, or you could pay $12 basic plus $3 fringe benefits. You can also *off-set* the amount of the base wage if you pay more in fringe benefits such as by paying or $9 basic plus $6 fringe benefits; as long as you meet the total amount. The amount of the base wage that you may off-set with fringe benefits is limited by certain IRS and FLSA requirements.

**f. Overtime**

Overtime hours are defined as all hours worked on the contract in excess of 40 hours in any work week. Overtime hours must be paid at no less than one and one-half times the regular rate of basic pay plus the straight-time rate of any required fringe benefits.

Referring to our example above where the wage decision requiring a $15 total wage obligation ($10 basic wage plus $5 fringe benefits) was met by paying $9 base wage plus $6 fringe benefits: Note that overtime rates must be based on one and one-half times the basic rate *as stated on the wage decision*. In the above example, the employer must pay for overtime: $15/hr ($9 basic + $6 fringe) plus $5 (one-half of $10, the wage decision basic rate) for a total of $20 per hour.

**g. Deductions**

You may make payroll deductions as permitted by DOL Regulations 29 CFR Part 3. These regulations prohibit the employer from requiring employees to "kick-back" (i.e., give up) any of their earnings. Allowable deductions which do not require prior DOL permission include employee obligations for income taxes, Social Security payments, insurance premiums, retirement, savings accounts, and any other legally-permissible deduction authorized by the employee. Deductions may also be made for payments on judgements and other financial obligations legally imposed against the employee.

**h. Proper Designation of Trade**

You must select a work classification on the wage decision for each worker based on the actual type of work he/she performed and you must pay each worker no less than the wage rate on the wage decision for that classification regardless of their level of skill. In other words, if someone is performing carpentry work on the project, they must be paid no less than the wage rate on the wage decision for Carpenters *even* if they aren't considered by you to be fully trained as a Carpenter. ***Remember,*** the only people who can be paid less than the rate for their craft are apprentices and trainees registered in approved programs.

1) **Split-classification.** If you have employees that perform work in more than one trade during a work week, you can pay the wage rates specified for each work classification in which work was performed ***only*** if you maintain accurate time records showing the amount of time spent in each classification. If you do not maintain accurate time records, you must pay these employees the highest wage rate of all of the classifications of work performed.

**i. Site of Work**

The "site of work" is where the Davis-Bacon wage rates apply. Usually, this means the boundaries of the project. "Site of work" can also include other adjacent or virtually adjacent property used by a contractor or subcontractor in the construction of the project, like a fabrication site that is dedicated exclusively, or nearly so, to the project.

# SECTION II
# REPORTING REQUIREMENTS

## 2-5 Completing a Payroll Report

**What information has to be reported on the payroll form?**
The weekly payroll form doesn't ask for any information that you don't already need to keep for wage payment and tax purposes. For example, you need to know each employee's ***name, address*** and ***social security number***; his or her ***work classification*** (who is working for you and what do they do?), the hours worked during the week, his or her ***rate of pay***, the ***gross amount earned*** (how much did they earn?), the amounts of any ***deductions*** for taxes, etc., and the ***net amount paid*** (how much should the paycheck be made out for?). No more information than you need to know in order to manage your work crew and make certain they are paid properly. And, certainly, no more information than you need to keep for IRS, Social Security and other tax and employment purposes.

**For many contractors, the Weekly Certified Payroll is the only Davis-Bacon paperwork you need to submit!**

You are required to submit certified payrolls to illustrate and document that you have complied with the prevailing wage requirements. The purpose of the contract administrator's review of your payrolls is to verify your compliance. Clearer and complete payroll reports will permit the contract administrator to complete reviews of your payroll reports quickly.

**a. Project and Contractor/Subcontractor Information**

Each payroll must identify the contractor or subcontractor's name and address, the project name and number, and the week ending date. Indicate the *week dates* in the spaces provided. Numbering payrolls is optional but strongly recommended.

**b. Employee Information**

The first payroll on which each employee appears must contain the employee's name, address and Social Security Number. Afterward, the address and Social Security Number only need to be reported if there is a change in this information.

**c. Work Classification**

Each employee must be classified in accordance with the wage decision based on the type of work they actually perform.

1) **Apprentices or Trainees.** The first payroll on which any apprentice or trainee appears must be accompanied by a copy of that apprentice's or trainee's registration in a registered or approved program. A copy of the portions of the registered or approved program pertaining to the wage rates and ratios shall also accompany the first payroll on which the first apprentice or trainee appears.

2) **Split classifications.** For an employee that worked in a split classification, make a separate entry for each classification of work performed distributing the hours of work to each classification, accordingly, and reflecting the rate of pay and gross earnings for each classification. Deductions and net pay may be based upon the total gross amount earned for all classifications.

**d. Hours Worked**

The payroll should show ONLY the regular and overtime hours worked on this project. Show both the daily and total weekly hours for each employee. If an employee performs work at job sites other than the project for which the payroll is prepared, those "other job" hours *should not* be reported on the payroll. In these cases, you should list the employee's name, classification, hours for this project only, the rate of pay and gross earnings for this project, and the gross earned for *all projects*. Deductions and net pay may be based upon the employee's total earnings (for all projects) for the week.

**e. Rate of Pay**

Show the basic hourly rate of pay for each employee for this project. If the wage decision includes a fringe benefit and you ***do not*** participate in approved fringe benefit programs, ***add*** the fringe benefit rate to the basic hourly rate of pay. Also list the overtime rate if overtime hours were worked.

1) **Piece-work.** For any piece-work employees, the employer **must** compute an *effective hourly rate* for each employee each week based upon the employee's piece-work earnings for that week. To compute the effective hourly rate, divide the piece-work earnings by the total number of hours worked, including consideration for any overtime hours.





The effective hourly rate must be reflected on the certified payroll and the hourly rate may be no less than the wage rate (including fringe benefits, if any) on the wage decision for the classification of work performed. It does not matter that the effective hourly rate changes from week-to-week, only that the rate is no less than the rate on the wage decision for the classification of work performed.

Remember, the overtime rate is computed at one and one-half times the *basic* rate of pay plus any fringe benefits. For example, if the wage decision requires $10/hour basic plus $5/hour fringe benefits, the overtime rate would be: ($10 x 1½) + $5 = $20/hour.

**f. Gross Wages Earned**

Show the gross amount of wages earned for work performed on this project. *Note:* For employees with work hours and earnings on other projects, you may show gross wages for this project over gross earnings all projects (for example, $425.40/$764.85) and base deductions and net pay on the "all projects" earnings.

**g. Deductions**

Show the amounts of any deductions from the gross earnings. "Other" deductions should be identified (for example, Savings Account or Loan Repayment). Any voluntary deduction (that is, not required by law or by an order of a proper authority) must be authorized in writing by the employee or provided for in a collective bargaining (union) agreement. A short note signed by the employee is all that is needed and should accompany the first payroll on which the other deduction appears.

Only one employee authorization is needed for recurring (e.g., weekly) other deductions. Written employee authorization is not required for income tax and Social Security deductions.

**h. Net Pay**

Show the net amount of wages paid.

**i. Statement of Compliance**

The Statement of Compliance is the certification. It is located on the reverse side of a standard payroll form (WH-347). Be sure to complete the identifying information at the top, particularly if you are attaching the Statement of Compliance to an alternate payroll form such as a computer payroll. Also, you must check either 4(a) or 4(b) if the wage decision contains a fringe benefit. Checking 4(a) indicates that you are paying required fringe benefits to approved plans or programs; and 4(b) indicates that you are paying any required fringe benefit amounts directly to the employee by adding the fringe benefit rate to the basic hourly rate of pay. If you are paying a portion of the required fringe benefit to programs and the balance directly to the employee, explain those differences in box 4(c).

Only one Statement of Compliance is required for each employer's weekly payroll no matter how many pages are needed to report the employee data.

**j. Signature**

Make sure the payroll is **signed** with an original signature. The payroll must be signed by a principal of the firm (owner or officer such as the president, treasurer or payroll administrator) or by an authorized agent (a person authorized by a principal in writing to sign the payroll reports). Signature authorization (for persons other than a principal) should be submitted with the first payroll signed by such an agent.

# SECTION III
# PAYROLL REVIEWS AND CORRECTIONS

## 2-6 Compliance Reviews

The contract administrator or other inspector may visit the project site and interview some of the workers concerning their employment on the project. The DOL may also independently conduct its own reviews (see ¶1-5). In addition, the contract administrator will periodically review payrolls and related submissions, comparing the interview information to the payrolls, to ensure that the labor standards requirements have been met. You will be notified by the contract administrator if these reviews find any discrepancies or errors. You will be given instructions about what steps must be taken to correct any problems.

**a. On-Site Interviews**

Every employer (contractor, subcontractor, etc.) must make their employees available for interview at the job site with the contract administrator or other agency representative, or HUD or DOL representative. The interviews are confidential and the employee will be asked about the kind of work they perform and their rate of pay. Every effort will be made to ensure that these interviews cause as little disruption as possible to the on-going work. The interviewer will record the interview information, usually on a form HUD-11, *Record of Employee Interview*, and forward the interviews to the contract administrator.

**b. Project Payroll Reviews**

The contract administrator will compare the information on the interview forms to the corresponding payrolls to ensure that the workers are properly listed on the payrolls for the days, work classification and rate of pay. The contract administrator will also review the payroll submissions to make certain that the payrolls are complete and signed; that employees are paid no less than the wage rate for the work classification shown; apprentice and trainee certifications are submitted (where needed); employee or other authorizations for other deductions are submitted (where needed); etc.

## 2-7 Typical Payroll Errors and Required Corrections

The following paragraphs describe common payroll errors and the corrective steps you must take.

**a. Inadequate Payroll Information**

If an alternate payroll format used by an employer (such as some computer payrolls) is inadequate, e.g., does not contain all of the necessary information that would be on the optional form WH-347, the employer will be asked to resubmit the payrolls on an acceptable form.

**b. Missing Addresses and Social Security Numbers**

If the first payroll on which an employee appears does not contain the employee's address and Social Security Number, the employer will be asked to supply the missing information. A short note providing the information is all that is needed.

**c. Incomplete Payrolls**

If the information on the payroll is not complete, for example, if work classifications or rates of pay are missing, the employer will be asked to send a corrected payroll.

**d. Classifications**

If the payrolls show work classifications that do not appear on the wage decision, the employer will be asked to reclassify the employees in accordance with the wage decision ***or*** the employer may request an ***additional classification and wage rate*** (See ¶2-2). If reclassification results in underpayment (i.e., the wage rate paid on the payroll is less than the rate required for the new classification), the employer will be asked to pay ***wage restitution*** to all affected reclassified employees. *(See ¶2-8 for instructions about wage restitution.)*

**e. Wage Rates**

If the wage rates on the payroll are less than the wage rates on the wage decision for the work classifications reported, the employer will be asked to pay wage restitution to all affected employees.

**f. Apprentices and Trainees**

If a copy of the employee's registration or the approved program ratio and wage schedule are not submitted with the first payroll on which an apprentice or trainee appears, the employer will be asked to submit a copy of each apprentice's or trainee's registration and/or the approved program ratio and wage schedule. If the ratio of apprentices or trainees to journeymen on the payroll is greater than the ratio in the approved program, the employer will be asked to pay wage restitution to any excess apprentices or trainees. Also, any apprentice or trainee that is *not* registered in an approved program must receive the journeyman's wage rate for the classification of work they performed.

**g. Overtime**

If the employees did not receive at least time and one-half for any overtime hours worked on the project, the following will occur:

1) If the project is subject to *CWHSSA overtime* requirements, the employer will be asked to pay wage restitution for all overtime hours worked on the project. The employer may also be liable to the United States for liquidated damages computed at $10 per day per violation. Or,

2) If the project is ***not*** subject to CWHSSA, the employer will be notified of the possible *FLSA overtime* violations. Also, the contract administrator may refer the violations to the DOL for further review.

**h. Computations**

If the payroll computations (hours worked times rate of pay) or extensions (deductions, net pay) show frequent errors, the employer will be asked to take greater care. Wage restitution may be required if underpayments resulted from the errors.

**i. Deductions**

If there are any "Other" deductions that are not identified, or if employee authorization isn't provided, or if there is any unusual (very high, or large number) deduction activity, the employer will be asked to identify the deductions, provide employee authorization or explain unusual deductions, as necessary.

HUD does not enforce or attempt to provide advice on employer obligations to make deductions from employee earnings for taxes or Social Security. However, HUD may refer to the IRS or other responsible agency copies of certified payroll reports that show wages paid in gross amounts (i.e., without tax deduction) for its review and appropriate action.

**j. Fringe Benefits**

If the wage decision contains fringe benefits but the payroll does not indicate how fringe benefits were paid [neither 4(a) nor 4(b) is marked on the Statement of Compliance], the employer may be asked to submit corrected payrolls ***and*** will be required to pay wage restitution if underpayments occurred. *However,* if the basic hourly rates for the employees are at least as much as the total wage rate on the wage decision (basic hourly rate *plus* the fringe benefit rate), no correction is necessary.

**k. Signature**

If the payroll *Statement of Compliance* is not signed or is missing, the employer will be asked to submit a signed Statement of Compliance for each payroll affected. If the Statement of Compliance is signed by a person who is not a principal of the firm and that person has not been authorized by principal to sign, the employer will be asked to provide an authorization or to resubmit the Statement(s) of Compliance bearing the signature(s) of a principal or other signatory.

**l. On-Site Interview Comparisons**

If the comparison of on-site interviews to the payrolls indicates any discrepancies (for example, the employee does not appear on the payroll for the date of the interview), the employer will be asked to submit a corrected payroll report.

## 2-8 Restitution for Underpayment of Wages

Where underpayments of wages have occurred, the employer will be required to pay wage restitution to the affected employees. Wage restitution must be paid promptly in the full amounts due, less permissible and authorized deductions.

**a. Notification to the Employer/Prime Contractor**

The contract administrator will notify the employer and/or prime contractor in writing of any underpayments that are found during

The contract administrator may communicate directly with a subcontractor when the underpayments are plainly evident and the subcontractor is cooperative. It is best to work through the prime contractor when the issues are complex, when there are significant underpayments and/or the subcontractor is not cooperative. In all cases, the subcontractor must ensure that the prime contractor receives a copy of the required corrective documentation.

In most cases, HUD no longer requires employers to submit checks or copies of checks (certified, cashiers, canceled or other) to correct underpayments. Restitution payments are reported and certified by the employer on a correction payroll.

payroll or other reviews. The contract administrator will describe the underpayments and provide instructions for computing and documenting the restitution to be paid. The employer/prime contractor is allowed 30 days to correct the underpayments. Note that the prime contractor is responsible to the contract administrator for ensuring that restitution is paid. If the employer is a subcontractor, the subcontractor will usually make the computations and restitution payments and furnish the required documentation through the prime contractor.

**b. Computing Wage Restitution**

Wage restitution is simply the difference between the wage rate paid to each affected employee and the wage rate required on the wage decision for all hours worked where underpayments occurred. The difference in the wage rates is called the *adjustment rate*. The adjustment rate times the number of hours involved equals the gross amount of restitution due. You may also compute wage restitution by calculating the total amount of Davis-Bacon wages earned and subtracting the total amount of wages paid. The difference is the amount of back wages due.

**c. Correction Payrolls**

The employer will be required to report the restitution paid on a correction certified payroll. The correction payroll will reflect the period of time for which restitution is due (for example, Payrolls #1 through #6; or a beginning date and ending date). The correction payroll will list each employee to whom restitution was paid and their work classification; the total number of work hours involved (daily hours are usually not applicable for restitution); the adjustment wage rate (the difference between the required wage rate and the wage rate paid); the gross amount of restitution due; deductions and the net amount actually paid. A signed Statement of Compliance must be attached to the correction payroll.

**d. Review of Correction CPR**

The contract administrator will review the correction certified payroll to ensure that full restitution was paid. The prime contractor shall be notified in writing of any discrepancies and will be required to make additional payments, if needed, documented on a supplemental correction payroll within 30 days.

**e. Unfound Workers**

Sometimes, wage restitution cannot be paid to an affected employee because, for example, the employee has moved and can't be located. After wage restitution has been paid to all of the workers who could be located, the employer must submit a list of any workers who could not be found and paid (i.e., unfound workers) providing their names, Social Security Numbers, last known addresses and the gross amount due. In such cases, at the end of the project the prime contractor will be required to place in a deposit or escrow account an amount equal to the total amount of restitution that could not be paid because the employee(s) could not be located. The contract administrator will continue attempts to locate the unfound workers for 3 years after the completion of the project. After 3 years, any amount remaining in the account for unfound workers will be credited and/or forwarded by the contract administrator to HUD.

# CHAPTER 3. Labor Standards Disputes, Administrative Reviews, Withholding, Deposits and Escrow Accounts, and Sanctions

## What happens when things go wrong?

### 3-1 Introduction

Even in the best of circumstances, things can go wrong. In a Davis-Bacon context, "things going wrong" usually means there's a difference of opinion or a dispute about whether and to what extent underpayments have occurred. These disputes are usually between the contract administrator and one or more employers (the prime contractor and/or a subcontractor). The dispute may involve something simple such as an additional classification request that is pending before the DOL; or something as significant as investigative findings following a complaint of underpayment. This chapter discusses some of what you may expect and what you can do to make your views known and to lessen any delays in resolving the problem or issue.

### 3-2 Administrative Review on Labor Standards Disputes

As mentioned in the Introduction above, a dispute about labor standards and compliance can arise for a number of reasons. The labor standards clauses in your contract and DOL regulations provide for administrative review of issues where there is a difference of views between the contract administrator and any employer. The most common circumstances include:

**a. Additional Classifications and Wage Rates**

Additional classification and wage rate requests are sometimes denied by the DOL. An employer that is dissatisfied with the denial can request reconsideration by the DOL Wage and Hour Administrator. The employer may continue to pay the wage rate, as requested, until a final decision is rendered on the matter. When the final decision is known, the employer will be required to pay any additional wages that may be necessary to satisfy the wage rate that is established.

1) **Reconsideration.** The DOL normally identifies the reasons for denial in its response to the request. Any interested person (*for example*, the contract administrator, employer, representatives of the employees) may request reconsideration of the decision on the additional classification request. The request for reconsideration must be made in writing and must thoroughly

address the denial reasons identified by the DOL. Employer requests for reconsideration should be made through the contract administrator but may be made directly to the DOL. *(See ¶2-2(d), and also DOL Regulations 29 CFR 1.8.)* All requests initiated by or made through the contract administrator or HUD must be submitted through the HUD Headquarters Office of Labor Relations.

2) **Administrative Review Board.** Any interested party may request a review of the Administrator's decision on reconsideration by **DOL's *Administrative Review Board***. DOL regulations 29 CFR Part 7 explain the procedures for such reviews. *(See also 29 CFR 1.9.)*

**b. Findings of Underpayment**

Compliance reviews and other follow-up enforcement actions may result in findings of underpayment. The primary goal in every case and at every step in this process is to reach agreements about who may have been underpaid and how much wage restitution may be due and, of course, to promptly deliver restitution to any underpaid workers. The contract administrator will usually work informally with you to reach such agreements. You will have an opportunity to provide additional information to the contract administrator that may explain apparent inconsistencies and/or resolve the discrepancies.

If informal exchanges do not result in agreement, the final determination and schedule of back wages due will be presented to you in writing and you will be permitted 30 days in which to correct the underpayment(s) *or* to request a hearing on the matter before the DOL. The request for hearing must be made in writing through the contract administrator and must explain what findings are in dispute and the reasons. In such cases, HUD is required to submit a report to DOL for review and further consideration. All requests for DOL hearing must be submitted through the HUD Headquarters Office of Labor Relations.

1) **DOL review.** The DOL will review the contract administrator's report and the arguments against the findings presented in the hearing request. The DOL may affirm or modify the findings based upon the materials presented. You will be notified in writing by the DOL of the results of its review; you will be given an opportunity to correct any underpayments *or* to request a hearing before a DOL Administrative Law Judge (ALJ). *(See DOL Regulations 29 CFR 5.11 (b) and 29 CFR Part 6, Rules of Practice for Administrative Proceedings.)*

2) **Administrative Review Board.** Contractors and/or subcontractors may request a review by the Administrative Review Board of the decision(s) rendered by the DOL ALJ in the administrative hearing process. See DOL regulations 29 CFR Part 7 for more information about this proceeding.

## 3-3 Withholding

The contract administrator shall cause withholding from payments due to the prime contractor to ensure the payment of wages which are

believed to be due and unpaid, for example, if wage underpayments or other violations are not corrected within 30 days after notification to the prime contractor. DOL may also direct the withholding of contract payments for alleged wage underpayments. Withholding is considered to be serious and is not taken unless warranted. If withholding is deemed necessary, you will be notified in writing. Only the amounts needed to meet the contractor's (and/or subcontractors') liability shall be withheld.

**Remember, the prime contractor is responsible and will be held liable for any wage restitution that is due to any worker employed in the construction of the project, including workers employed by subcontractors and any lower-tier subcontractors.** *See ¶1-4, Responsibility of the Principal Contractor, and ¶2-8, Restitution for Underpayment of Wages.*

## 3-4 Deposits and Escrows

In every case, we attempt to complete compliance actions and resolve any disputes before the project is completed and final payments are made. Sometimes, corrective actions or disputes continue after completion and provisions must be made to ensure that funds are available to pay any wage restitution that is ultimately found due. In these cases, we allow projects to proceed to final closing and payments ***provided*** the prime contractor deposits an amount equal to the potential liability for wage restitution and liquidated damages, if necessary, in a special account. The deposit or *escrow account* is controlled by the contract administrator. When a final decision is rendered, the contract administrator makes disbursements from the account in accordance with the decision. Deposit/escrow accounts are established for one or more of the following reasons:

a. **Where the parties have agreed to amounts of wage restitution that are due** *but* the employer hasn't furnished evidence yet that all of the underpaid workers have received their back wages, e.g., some of the workers have moved and could not be located. The amount of the deposit is equal to the total amount of restitution due to workers lacking payment evidence. As these workers are paid and proper documentation is provided to the contract administrator, amounts corresponding to the documented payments are returned to the depositor. Amounts for any workers who can not be located are held in the deposit/escrow account for three years and disbursed as described in ¶2-8(e) of this Guide.

b. **Where underpayments are suspected or alleged and an investigation has not yet been completed**. The deposit is equal to the amount of wage restitution and any liquidated damages, if applicable, that are estimated to be due. If the final determination of wages due is less than the amount estimated and placed in the escrow account, the escrow will be reduced to the final amount and the difference will be returned to the depositor. If the parties agree to the investigative findings, the amounts due to the workers will be disbursed from the escrow account in accordance with the schedule of wages due. Amounts for unfound workers will be retained as described above *(See ¶2-8(e) and 3-4(a))*.

   If the parties *do not* agree and an administrative hearing is requested, the escrow will be maintained as explained in ¶3-4(c), below.

c. **Where the parties are waiting for the outcome of an administrative hearing** that has been or will be requested contesting a final determination of wages due. The deposit shall be equal to the amount of wage restitution and liquidated damages, if applicable, that have been determined due. Once a final decision is rendered, disbursements from the escrow account are made in accordance with the decision.

## 3-5 Administrative Sanctions

Contractors and/or subcontractors that violate the labor standards provisions may face administrative sanctions imposed by HUD and/or DOL.

### a. DOL Debarment

Contractors and/or subcontractors that are found by the Secretary of Labor to be in aggravated or willful violation of the labor standards provisions of the Davis-Bacon and Related Acts (DBRA) will be ineligible ***(debarred)*** to participate in any DBRA or Davis-Bacon Act contracts for up to 3 years. Debarment includes the contractor or subcontractor and any firm, corporation, partnership or association in which the contractor or subcontractor has a substantial interest. Debarment proceedings can be recommended by the contract administrator or can be initiated by the DOL. Debarment proceedings are described in DOL regulations 29 CFR 5.12.

### b. HUD Sanctions

HUD sanctions may include Limited Denials of Participation (LDPs), debarments and suspensions.

1) **LDPs.** HUD may issue to the employer a limited denial of participation (LDP) which prohibits the employer from further participation in HUD programs for a period up to one year. The LDP is usually effective for the HUD program in which the violation occurred and for the geographic jurisdiction of the issuing HUD Office. HUD regulations concerning LDP's are found at 24 CFR 24.700-24.714.

2) **Debarment and suspensions.** In certain circumstances, HUD may initiate its own debarment or suspension proceedings against a contractor and/or subcontractor in connection with improper actions regarding Davis-Bacon obligations. For example, HUD may initiate debarment where a contractor has been convicted for making false statements (such as false statements on certified payrolls or other prevailing wage certifications) or may initiate suspension where a contractor has been indicted for making false statements. HUD regulations concerning debarment and suspension are found at 24 CFR Part 24.

Remember, if you have any questions or need assistance concerning labor standards requirements help is always available. Contact the contract administrator for the project you're working on or the HUD Field Labor Relations staff in your area.

## 3-6 Falsification of Certified Payroll Reports

Contractors and/or subcontractors that are found to have willfully falsified payroll reports (Statements of Compliance), including correction certified payroll reports, may be subject to civil or criminal prosecution. Penalties may be imposed of $1,000 and/or one year in prison for each false statement (see Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code).

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*A Contractor's Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects*



hud

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# Acronyms and Symbols

CDBG – Community Development Block Grant
CFR – Code of Federal Regulations
CPR – Certified Payroll Report
CWHSSA – Contract Work Hours and Safety Standards Act
DBA – Davis-Bacon Act
DBRA – Davis-Bacon and Related Acts
DOL – Department of Labor
FHA – Federal Housing Administration
FLSA – Fair Labor Standards Act
HUD – Housing and Urban Development (Department of)
IHA – Indian Housing Authority
LCA – Local Contracting Agency
LDP – Limited Denial of Participation
O/T – Overtime
PHA – Public Housing Agency
S/T – Straight-time
SAC – State Apprenticeship Council/Agency
TDHE – Tribally-Designated Housing Entity
§ – Section
¶ – Paragraph

# Davis-Bacon – Related Web Sites*

HUD Office of Labor Relations:
***www.hud.gov/offices/olr***

HUD Regulations:
***www.access.gpo.gov/nara/cfr/cfr-table-search.html***

HUDClips (Forms and Publications):
***www.hudclips.org/cgi/index.cgi***

DOL Davis-Bacon and Related Acts Homepage:
***www.dol.gov/esa/programs/dbra/index.htm***

DOL Regulations:
***www.dol.gov/dol/allcrf/Title_29/toc.htm***

Davis-Bacon Wage Decisions:
***www.wdol.gov***

DOL Forms:
***www.dol.gov/esa/programs/dbra/forms.htm***

***Web addresses active as of June 2006**







| Project Wage Rate Sheet | U.S. Department of Housing and Urban Development<br>Office of Labor Relations | |
|---|---|---|

| PROJECT NAME: | | | WAGE DECISION NUMBER/MODIFICATION NUMBER: | | | |
|---|---|---|---|---|---|---|
| PROJECT NUMBER: | | | PROJECT COUNTY: | | | |
| WORK CLASSIFICATION | BASIC HOURLY RATE (BHR) | FRINGE BENEFITS | TOTAL HOURLY WAGE RATE | LABORERS FRINGE BENEFITS: | | $ |
| | | | | GROUP # | BHR | TOTAL WAGE |
| Bricklayers | | | $ | | | |
| Carpenters | | | $ | | | $ |
| Cement Masons | | | $ | | | $ |
| Drywall Hangers | | | $ | | | $ |
| Electricians | | | $ | | | $ |
| Iron Workers | | | $ | | | $ |
| Painters | | | $ | OPERATORS FRINGE BENEFITS: | | $ |
| Plumbers | | | $ | GROUP # | BHR | TOTAL WAGE |
| Roofers | | | $ | | | $ |
| Sheet Metal Workers | | | $ | | | $ |
| Soft Floor Layers | | | $ | | | $ |
| Tapers | | | $ | | | $ |
| Tile Setters | | | $ | TRUCK DRIVERS FRINGE BENEFITS: | | $ |
| OTHER CLASSIFICATIONS | | | | GROUP # | BHR | TOTAL WAGE |
| | | | $ | | | $ |
| | | | $ | | | $ |
| | | | $ | | | $ |

ADDITIONAL CLASSIFICATIONS (HUD Form 4230-A)

| WORK CLASSIFICATION | BASIC HOURLY RATE | FRINGE BENEFITS | TOTAL HOURLY WAGE RATE | DATE OF HUD SUBMISSION TO DOL | DATE OF DOL APPROVAL |
|---|---|---|---|---|---|
| | | | $ | | |
| | | | $ | | |
| | | | $ | | |
| | | | $ | | |

form HUD-4720
(03/2004)

**U.S. Department of Labor**
Employment Standards Administration
Wage and Hour Division

# PAYROLL

**(For Contractor's Optional Use; See Instructions, Form WH-347 Inst.)**

*Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.*

OMB No.: 1215-0149
Expires: 03/31/2006

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐ ADDRESS

PAYROLL NO. FOR WEEK ENDING PROJECT AND LOCATION PROJECT OR CONTRACT NO.

| (1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE | (2) NO. OF WITHHOLDING EXEMPTIONS | (3) WORK CLASSIFICATION | OT. OR ST. | (4) DAY AND DATE HOURS WORKED EACH DAY | (5) TOTAL HOURS | (6) RATE OF PAY | (7) GROSS AMOUNT EARNED | (8) DEDUCTIONS FICA | WITH-HOLDING TAX | | | OTHER | TOTAL DEDUCTIONS | (9) NET WAGES PAID FOR WEEK |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
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We estimate that it will take an average of 56 minutes to complete this collection of information, including time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U. S. Department of Labor, Room S3502, 200 Constitution Avenue, N. W., Washington, D. C. 20210.

FORM WH-347, Revised Nov. 1998 - FORMERLY SOL 184 - *PURCHASE THIS FORM DIRECTLY FROM THE SUPT. OF DOCUMENTS*

A-6

Date _____

I, _____ _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, of if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

| EXCEPTION (CRAFT) | EXPLANATION |
|---|---|
| | |
| | |
| | |
| | |
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| | |
| | |
| | |

| REMARKS: | |
|---|---|
| | |
| NAME AND TITLE | SIGNATURE |
| | |

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

* U.S. G.P.O.:1997 519.861

U.S. Department of Housing and Urban Development
Office of Labor Relations
Washington, DC 20410

Official Business
Penalty for Private Use $300

Return Service Requested

STANDARD MAIL
POSTAGE & FEES PAID
HUD
Permit No. G-795

Labor Relations Desk Guide
LR01.DG

EQUAL HOUSING OPPORTUNITY

GPO U.S. GOVERNMENT PRINTING OFFICE: 2005-321-332

4812

Border Colonia Access Program
Checklist for Documentation Required for Road Construction

**Contractor:** _____

**Contract Amount:** _____

**Project/Precinct:** _____

**Owner's Contract No.:** _____

| Item | Required Documents | Submitted & Reviewed | Approved | Comments: |
|---|---|---|---|---|
| | **INITIATION OF PROJECT:** | | | |
| 1 | Approval to Bid (Purchasing) | | | |
| 2 | Contract - Signed and Excuted | | | |
| 3 | Gen. Liability Insurance - (Expiration Date) | | | |
| 4 | Automobile Liab. Insurance - (Expiration Date) | | | |
| 5 | Worker's Comp. & Empl. Liab. (Expiration Date) | | | |
| 6 | Notice to Proceed | | | |
| 7 | Material Sample & Testing Table Sent to Auditor's Office | | | |
| | **PAYMENT REQUESTS, INCLUDING FINAL:** | | | |
| 8 | Application and Cerification of Payment (A) | | | |
| 9 | Schedule of Values a/k/a 1257/1258 | | | |
| 10 | Estimate Quantity Update Worksheet | | | |
| 11 | List of Suppliers and Sub-contractors | | | |
| 12 | Partial Waiver of Liens (Sub-contractors/suppliers) | | | |
| 13 | TxDot Form 252 Contract Time Statement | | | |
| 14 | Payroll Report w/signed Wage Form | | | |
| 15 | Change Order (Requires TxDot Concurrence | | | |
| | **RETAINAGE PAYMENT:** - Final request and request for retainage must be billed separately and approved by C.C. | | | |
| 16 | Punch List | | | |
| 17 | Certificate of Construction Completion | | | |
| 18 | Approval by Commissoner's Court | | | |
| 19 | Contractor's Affidavit of Release (Waiver) of Liens (with power of attorney)(B) | | | |
| 20 | Affidavit of Payment of Debts & Claims-lien bond & indemnity bonds(w/power of attorney)(B) | | | |
| 21 | Consent of Surety to Final Payment(with power of attorney)(B) | | | |
| 22 | Final Blue Prints | | | |

## CHANGE ORDER NUMBER ONE(1)

Project: _____

DATE OF ISSUANCE: _____ EFFECTIVE DATE: _____

OWNER: _____
OWNER'S CONTRACT NO: _____

CONTRACTOR: _____ ENGINEER: _____

_____ _____

_____ _____

You ar directed to make the following changes in the Contract Documents.

Description:
1.
2.
3.
4.
5.
6.

Reason for Change Order:
1.
2.
3.
4.
5.
6.

Attachments:

| CHANGE IN CONTRACT PRICE: | | CHANGE IN CONTRACT TIME: |
|---|---|---|
| Original Contract Price<br>$ 0.00 | | Original Contract Time for<br>Substantial Completion: 0 calendar days or dates |
| Net Changes from previous Change Order<br>$ 0.00 | | Net Change from previous Change Orders<br>0 calendar days |
| Contract Price prior to this Change Order<br>$ 0.00 | | Contract Time prior to this Change Order<br>Substantial Completion: 0 calendar days or dates |
| Net Increase(decrease) of this Change Order<br>$ 0.00 | | Net Increase(decrease) of this Change Order<br>0 calendar days |
| Contract Price with all approved Change Orders<br>$ 0.00 | Net % increase(decrease)from original contract price.<br>#DIV/O! % | Contract Time with all approved Change Orders<br>Substantial Completion: 0 calendar days or dates |

**RECOMMENDED:**

By: _____
Enigineer (Authorized Signature)

Date: _____

**APPROVED:**

By: _____
Owner (Authorized Signature)

Date: _____

**ACCEPTED:**

By: _____
Contractor (Authorized Signature)

Date: _____

**Exhibit E-B**

# APPLICATION FOR PAYMENT NO.

To: _____ (OWNER)
From: _____ (CONTRACTOR)
Contract: _____
Project: _____
Owner's Contract No. _____ Engineer's Project No. _____
For Work accomplished through the date of: _____

| | |
|---|---|
| 1. Original Contract Price: | _____ |
| 2. Net change by Change Order and Written Agreements(+or-): | _____ |
| 3. Current Contract Price (1 plus 2): | _____ |
| 4. Total completed and stored to date: | _____ |
| 5. Retainage (per Agreement): | |
| ___10%___ of completed Work: _____ | |
| _____ of stored material _____ | |
| Total Retainage: | _____ |
| 6. Total completed and stored to date less retainage (4 minus 5) | _____ |
| 7. Less previous Application for Payments: | _____ |
| 8. AMOUNT DUE THIS APPLICATION (6 MINUS 7) | _____ |

**Accompanying Documentation:**

**CONTRACTOR'S Certification:**
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through __2__ inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date _____

_____
CONTRACTOR

State of _____
County of _____
Subscribed and sworn to before me this _____
day of _____

By: _____

_____
Notary Public
My Commission expires: _____

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date _____

_____
ENGINEER

By: _____

**Exhibit E-C**

## Estimate Quantity Update Worksheet

Date:

Colonia:
Roadway:
Control:
Project No:
County:
Est. No: 1

Contractor:
Contract Price:
Work Done this Mo.:
% Complete: #DIV/0!

Date Began: ?
Contract Time: 120
Time Charged: 90
% Time Used: 75.00%

Work Type: Paving & Drainage
Limits:
From:
To:

| | | | | | | FIRST MONTH | | | SECOND MONTH | | | THIRD MONTH | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ITEM NO. | DESCRIPTION | UNIT | PROJECT QTY | Unit Price | Project Amount | MONTHLY QUANTITY | QTY to Date | Item Cost (Monthly) | MONTHLY QUANTITY | QTY to Date | Item Cost (Monthly) | MONTHLY QUANTITY | QTY to Date | Item Cost (Monthly) |
| | (901)ADMINISTRATIVE | | | | | | | | | | | | | |
| | (902) PRELIMINARY ENGINEERING | | | | | | | | | | | | | |
| | (903) CONSTRUCTION ENGINEERING | | | | | | | | | | | | | |
| | (904) RIGHT-OF-WAY | | | | | | | | | | | | | |
| | (905) ROADWAY CONSTRUCTION | | | | | | | | | | | | | |
| 100 | PREP ROW | Sta. | 1.100 | $1,800.00 | $1,980.00 | 1.000 | 1.000 | $0.00 | | 0 | $0.00 | | 0 | 0.00 |
| 110 | BACKFILL (TY A) | Sta. | 1.000 | $600.00 | $600.00 | 0.000 | 0 | $0.00 | | 0 | $0.00 | | 0 | 0.00 |
| 247 | FLEX BASE (RDWY DEL)(TY D GR 6 CL 4) | CY | 76.000 | $28.00 | $2,128.00 | 0.000 | 0 | $0.00 | | 0 | $0.00 | | 0 | 0.00 |
| 260 | LIME (TY A SLURRY) OR (TY B) | TON | 1036.000 | $2.00 | $2,072.00 | 0.000 | 0 | $0.00 | | 0 | $0.00 | | 0 | 0.00 |
| 260 | LIME TREAT SUBGR (DC)(12") | SY | 0.000 | $6,000.00 | $0.00 | 0.000 | 0 | $0.00 | | 0 | $0.00 | | 0 | 0.00 |
| 262 | LIME (TY A SLURRY) OR (TY B) | TON | 7.800 | $3,000.00 | $23,400.00 | 0.000 | 0 | $0.00 | | 0 | $0.00 | | 0 | 0.00 |
| 262 | LME TRT FOR BS CRS (NEW/EXT BS)(DC)(6") | SY | 1277.800 | $6.00 | $7,666.80 | 0.000 | 0 | $0.00 | | 0 | $0.00 | | 0 | 0.00 |
| 310 | ASPH MATRL (MC-30) | GAL | 246.7 | $6.00 | $1,480.20 | 0.000 | 0 | $0.00 | | 0 | $0.00 | | 0 | 0.00 |
| 500 | MOBILIZATION | LS | 1.000 | $3,000.00 | $3,000.00 | 0.000 | 0 | $0.00 | | 0 | $0.00 | | 0 | 0.00 |
| 502 | BARRICADES, SIGNS, AND TRAF HANDLE | MO | 1.000 | $1,000.00 | $1,000.00 | 0.000 | 0 | $0.00 | | 0 | $0.00 | | 0 | 0.00 |
| 529 | CONC CURB AND GUTTER (TY A)(BARRIER) | LF | 600.000 | $7.50 | $4,500.00 | 0.000 | 0 | $0.00 | | 0 | $0.00 | | 0 | 0.00 |
| 644 | SMALL RDSD SGN ASSM (TY A) | EA | 2.000 | $300.00 | $600.00 | 0.000 | 0 | $0.00 | | 0 | $0.00 | | 0 | 0.00 |
| 644 | SMALL RDSD SGN ASSM (TY F) | EA | 2.000 | $500.00 | $1,000.00 | 0.000 | 0 | $0.00 | | 0 | $0.00 | | 0 | 0.00 |
| 658 | DEL ASM TY A (D-SY) | EA | 4.000 | $100.00 | $400.00 | 0.000 | 0 | $0.00 | | 0 | $0.00 | | 0 | 0.00 |
| 666 | REFL PAV MRK TY I (Y)(SLD)(4") | LF | 400.000 | $0.25 | $100.00 | 0.000 | 0 | $0.00 | | 0 | $0.00 | | 0 | 0.00 |
| 666 | REFL PAV MRK TY I (Y)(BRK)(4") | LF | 140.000 | $0.25 | $35.00 | 0.000 | 0 | $0.00 | | 0 | $0.00 | | 0 | 0.00 |
| 672 | RAIS PAV MRKR CL B (REFL)(TY II-A-A) | EA | 24.000 | $3.50 | $84.00 | 0.000 | 0 | $0.00 | | 0 | $0.00 | | 0 | 0.00 |
| 3146 | HOT MIX (TY D) | TON | 105.5 | $34.00 | $3,587.00 | 0.000 | 0 | $0.00 | | 0 | $0.00 | | 0 | 0.00 |
| 5249 | TEMP SEDMT CONT FENCE | LF | 70.000 | $3.00 | $210.00 | 0.000 | 0 | $0.00 | | 0 | $0.00 | | 0 | 0.00 |
| | | | | | | | 0 | | | 0 | $0.00 | | 0 | 0.00 |
| | (906) DRAINAGE | | | | | | | | | | | | | |
| 464 | RC PIPE (CL III)(18") | LF | 404.000 | $25.00 | $10,100.00 | 0.000 | 0 | $0.00 | | 0 | $0.00 | | 0 | 0.00 |
| 464 | RC PIPE (CL III)(24") | LF | 120.000 | $30.00 | $3,600.00 | 0.000 | 0 | $0.00 | | 0 | $0.00 | | 0 | 0.00 |
| 465 | INLET (COMPL)(TY A) | EA | 2.000 | $2,000.00 | $4,000.00 | 0.000 | 0 | $0.00 | | 0 | $0.00 | | 0 | 0.00 |
| 465 | INLET (COMPL)(TY C) | EA | 2.000 | $1,500.00 | $3,000.00 | 0.000 | 0 | $0.00 | | 0 | $0.00 | | 0 | 0.00 |
| 465 | MANH (COMPL)(TYM) | EA | 1.000 | $2,000.00 | $2,000.00 | 0.000 | 0 | $0.00 | | 0 | $0.00 | | 0 | 0.00 |
| 465 | INLET EXT. | EA | 2.000 | $700.00 | $1,400.00 | 0.000 | 0 | $0.00 | | 0 | $0.00 | | 0 | 0.00 |
| 467 | SET (TY II)(18")(RCP)(1:6) | EA | 4.000 | $550.00 | $2,200.00 | 0.000 | 0 | $0.00 | | 0 | $0.00 | | 0 | 0.00 |
| 467 | SET (TY II)(24")(RCP)(1:6) | EA | 1.000 | $650.00 | $650.00 | 0.000 | 0 | $0.00 | | 0 | $0.00 | | 0 | 0.00 |

| | | | |
|---|---|---|---|
| Monthly Totals: | $0.00 | $0.00 | 0.00 |
| | | | |
| ADMINISTRATIVE (901) | | | |
| PRELIMINARY ENGINEERING (902) | | | |
| CONSTRUCTION ENGINEERING (903) | | | |
| RIGHT-OF-WAY (904) | | | |
| Roadway (905): | $0.00 | $0.00 | 0.00 |
| Drainage (906): | $0.00 | $0.00 | 0.00 |

Total to Date

| | |
|---|---|
| Roadway (905): | $0.00 |
| Drainage (906): | $0.00 |
| Total | $0.00 |

Prepared and Checked By:

Signature: _____ Date: _____

Printed Name:

_____ Contractor Name
_____ Starting Date
_____ Project Ending Date
_____ Retainage Percent

Application No.: _____
Application Date: _____
Period To: _____
Engineer Firm: _____

**Summary**

| CSJ# | PROJECT NAME | Original Schedule Value | Revised Schedule Value | Payment Application No 1 | Payment Application No 2 | Payment Application No 3 | Total To Date | Balance To Finish | Retainage | Net | Payment To Date | Payment Due |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |

**Exhibit E-E**

# SCHEDULE OF VALUES
## PALM SUBDIVISION UNIT NO. 2 CONTRACT NO.: C-CAP-00-000-00-00

| Item | Code | Item Description | Unit | | Palm Subd. Unit No. 2 Orange Drive (N - S) 3C1080834 | Palm Subd. Unit No. 2 Orange Drive (E - W) 3C1080834 | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | **PAVING** | | | | | | | | |
| 100 | | Preparing ROW | STA | | 7.96 | 6.05 | | 14.01 | | $0.00 |
| 247 | | 8" Flex Base (Compl In Place) (TY E, GR4) | SY | | 3,091 | 1822 | | 4913.00 | | $0.00 |
| 251 | | Reworking BS Matl (DC)(TY D 6") | SY | | 3,091 | 1822 | | 4913.00 | | $0.00 |
| 310 | | ASPH Matrl (MC-30) | GAL | | 618 | 364 | | 982.00 | | $0.00 |
| 340 | | ASPH Conc (TY D)(1 1/2") | SY | | 2,682 | 1613 | | 4295.00 | | $0.00 |
| 502 | | Barricades, Signs and Traffic Handling | MO | | 2.0 | 1.0 | | 3.00 | | $0.00 |
| 530 | | Turnouts (ASPH-CONC-PAV)(PB-2) | SY | | 30 | 30 | | 60.00 | | $0.00 |
| 530 | | Driveway (ASPH-CON-PAV)(PB-1) | SY | | 101 | 29 | | 130.00 | | $0.00 |
| 530 | | Driveway (Concrete 3000 PSI) | SY | | 528 | 29 | | 557.00 | | $0.00 |
| | | **PAVING SUBTOTAL** | | | | | | | | **$0.00** |
| | | **DRAINAGE** | | | | | | | | |
| 473 | | 15" ADS Culvert Pipe | LF | | 552 | 48 | | 600.00 | | $0.00 |
| 464 | | 18" RC Culvert Pipe | LF | | 0 | 70 | | 70.00 | | $0.00 |
| 464 | | Safety End Treatment | EA | | 0 | 2 | | 2.00 | | $0.00 |
| 506 | | Temporary Sediment Control Fence | LF | | 140 | 20 | | 160.00 | | $0.00 |
| 506 | | Temporary Sediment Control Fence (Remove) | LF | | 140 | 20 | | 160.00 | | $0.00 |
| | | **DRAINAGE SUBTOTAL** | | | | | | | | **$0.00** |
| | | | | | **$0.00** | **$0.00** | | **TOTAL ESTIMATE** | | **$0.00** |

*Form 252 (Rev. 12/02)*
*Page 1 of 1*
(GSD-EPC Word 97)

# Contract Time Statement

ESTIMATE NO. 0 CONTRACTOR _____

PROJECT NO. _____ COUNTY _____ DATE WORK BEGAN _____

TIME COMPUTED FROM _____ DATE WORK COMPLETED _____

| MONTH | DATE OR DAYS | WORKING DAYS CHARGED | | DAYS CREDITED AND REASONS THEREFORE |
|---|---|---|---|---|
| | | | | |
| TOTALS | | 0 | 0 | |

NO. OF CONTRACT WORKING DAYS _____ NO. WORKING DAYS CHARGED TO DATE 0

ASSESSED LIQUIDATED DAMAGES: NO. _____ PER DAY $_____ TOTAL $ 0.00

CERTIFIED AS CORRECT (ONE COPY HAS BEEN GIVEN TO THE _____

RESIDENT ENGINEER

INSTRUCTIONS: PROJECT IDENTIFICATION SHOULD COVER CONTRACT. TIME CREDITED AND REASONS THEREFORE MUST CONFORM TO PROVISIONS OF CONTRACT. NO HOLIDAY CREDIT ALLOWED FOR DAYS PRECEDING OR FOLLOWING LEGAL HOLIDAYS. TIME SUSPENDED AND RESUMED MUST BE SUPPORTED BY COPY EACH OF LETTERS TO CONTRACTOR DATED ON OR BEFORE EFFECTIVE DATES. TIME EXTENSION MUST BE INDICATED AND REFERENCED TO RELATED PROVISION OF CONTRACT. SEE BOOKLET OF INSTRUCTIONS, CONSTRUCTION ESTIMATES DATED SEPTEMBER 1, 1999

**Exhibit E-F**

## Colonia Testing Requirements

**PALM SUBDIVISION UNIT NO. 2**

County Name

Hidalgo County

| | | | | | CONTRACTOR | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | CSJ# M1080834 | CSJ# | CSJ# | CSJ# | CSJ# | CSJ# | CSJ# | CSJ# | CSJ# | CSJ# | CSJ# |
| Material | Test | Description | Required | Remarks | | | | | | | | | | | |
| Subgrade | Tex-101-E Part III | Pulverization | No | | | | | | | | | | | | |
| | Tex-113 | Moist. Density Curve | Yes | | | | | | | | | | | | |
| | Tex-115-E | In-place Density | Yes | | | | | | | | | | | | |
| | | Thickness | Yes | | | | | | | | | | | | |
| | Tex-104-E | Determining Liquid Limit of Soils | Yes | | | | | | | | | | | | |
| | Tex-105-E | Determining Plastic Limit of Soils | Yes | | | | | | | | | | | | |
| Flex Base | Tex-101-E | Preparing Soils and Flex Bases | No | | | | | | | | | | | | |
| | Tex-106-E | Calculating the Plasticity Index | Yes | | | | | | | | | | | | |
| | Tex-107-E | Linear Shrinkage | No | | | | | | | | | | | | |
| | Tex-110-E | Particle Size Analysis | Yes | | | | | | | | | | | | |
| | Tex-113-E | Moisture Density Relationship of Base Materials (Includes Limed) | No | | | | | | | | | | | | |
| | Tex-116-E | Wet Ball Mill Method Tex | No | | | | | | | | | | | | |
| | Tex-1174 | Triaxial Compression for Base Material (includes Limed) | No | | | | | | | | | | | | |
| | Tex-115-E | In-place Density | Yes | | | | | | | | | | | | |
| | | Thickness | Yes | | | | | | | | | | | | |
| EN-1 | | | | | | | | | | | | | | | |
| | IAW ASTM 4609 | | | | | | | | | | | | | | |
| | Tex-103-E | | | | | | | | | | | | | | |
| | Tex-114-E | | | | | | | | | | | | | | |
| | TexDOT 121 E | | | | | | | | | | | | | | |
| | ASTM D 4548 | | | | | | | | | | | | | | |
| | ASTM D 1587 | | | | | | | | | | | | | | |
| | Tex115-E | | | | | | | | | | | | | | |
| Hot Mix | Tex-207-F | Determining Density of of Compacted Bituminous Mixtures | Yes | | | | | | | | | | | | |
| | Tex-208-F | Test for Stabilometer Value of Bituminous Mixtures | No | | | | | | | | | | | | |
| | Tex-210-F | Determining Asphalt Content of Bituminous Mixtures by Extraction | No | | | | | | | | | | | | |
| | Tex-228-F | Determining Asphalt Content of Bituminous Mixtures by the Nuclear Method | No | | | | | | | | | | | | |
| | Tex-229-F | Combined HMAC Cold Belt Sampling and Testing Procedure | No | | | | | | | | | | | | |
| | Tex-236-F | Determining Asphalt Content from Asphalt Paving Mixtures By the Ignition Method | No | | | | | | | | | | | | |
| | Tex-207-E | Determining Density of Compacted Bituminous Mixtures | No | | | | | | | | | | | | |
| | Tex-212-E | Determining Moisture Content of Bituminous Mixtures | No | | | | | | | | | | | | |
| | Tex-213-E | Determining Hydrocarbon - Volatile Content of Bituminous Mixtures | No | | | | | | | | | | | | |
| | | Thickness | Yes | | | | | | | | | | | | |

Engineer Signature: _____

# ASAGO CONSTRUCTION
"QUALITY AND SERVICE"

RAUL IGLESIAS
Manger

ASAGO, LLC
2113 Pecos
Mission, TX 78572
(956)607-0741 office
(956)585-7040 fax
iglesias@hiline.net

October 1, 2008

Mr. Javier Hinojosa, P.E.
Javier Hinojosa Engineering
4126 E. Dove Ave.
Mcallen, TX 78504

RE: Hidalgo County Colonia Access Program
Drainage and Paving Construction at El Sol Subdivision Unit # 1 & 2
Contract No.: C-CAP-08-021-7-01

Mr. Hinojosa:

The following is the list of suppliers used in the above mentioned projects as per the County's request:

| | | |
|---|---|---|
| Rio Valley Pipe | 7301 W. Exp. 83 Mission, TX 78572 | (956)-584-5770 |

If you have any questions, please call me at (956) 607-0741

Best regards,
*Raul Iglesias*
Raul Iglesias, Manger

DRAFT

**Exhibit E-H**

# PARTIAL/FINAL WAIVER OF LIEN

THE STATE OF TEXAS

COUNTY OF_____

The undersigned contracted with _____
_____to furnish_____
in connection with certain improvements to real property located in_____
County, Texas, and owned by_____
Which improvements are described as follows:

_____
_____
_____

In consideration of Pay Estimate No _____in the amount of_____
_____DOLLAR($_____)and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

_____
CONTRACTOR

BY:_____
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the_____day of_____,20__to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC in and for the State of Texas

My Commission Expires: _____

## *CONTRACTOR'S AFFIDAVIT OF PAYMENTS OF DEBTS AND CLAIMS*

**PROJECT:** **PROJECT NO.**
**OWNER:**
**CONTRACTOR:**
**ENGINEER:**

The Contactor in accordance with the Contract Documents, hereby certifies that, except as listed below, all obligations for all materials and equipment furnished, for all work labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible have been paid in full or have otherwisse been satisfied in full.

**EXCEPTIONS:** (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

**CONTRACTOR**

By

Title

Subscribed and sworn to before me this day of

Notary Public:

My Commission Expires:

# Prevailing Wage Rates
# Certification Statement

**Date** _____

**Project Name** _____ **CSJ#** _____

**Contractor** _____ **Application#** _____

**I,** _____ **do hereby state:**
**(Name of Project Director)**

1. That a payroll (form WH-347 or similar form) was submitted for contract work Performed for the period covered by the attached application.
2. That a statement of compliance(form WH-347 or similar form) was submitted with the payroll.
3. The certified payroll complies with the classifications and minimum wage rates Stipulated in the contract.
4. That a minimum of one interview was conducted with laborers using Form HUD-11 or similar.

_____
Signature

**Exhibit E-K**

**U.S. Department of Labor**
Employment Standards Administration
Wage and Hour Division

# PAYROLL

**(For Contractor's Optional Use; See Instructions, Form WH-347 Inst.)**

*Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.*

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐ ADDRESS

OMB No.: 1215-0149
Expires: 03/31/2006

PAYROLL NO. FOR WEEK ENDING PROJECT AND LOCATION PROJECT OR CONTRACT NO.

| (1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE | (2) NO. OF WITHHOLDING EXEMPTIONS | (3) WORK CLASSIFICATION | OT. OR ST. | (4) DAY AND DATE HOURS WORKED EACH DAY | (5) TOTAL HOURS | (6) RATE OF PAY | (7) GROSS AMOUNT EARNED | (8) DEDUCTIONS FICA | WITH-HOLDING TAX | | | OTHER | TOTAL DEDUCTIONS | (9) NET WAGES PAID FOR WEEK |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
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We estimate that it will take an average of 56 minutes to complete this collection of information, including time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U. S. Department of Labor, Room S3502, 200 Constitution Avenue, N. W., Washington, D. C. 20210.

FORM WH-347, Revised Nov. 1998 - FORMERLY SOL 184 - *PURCHASE THIS FORM DIRECTLY FROM THE SUPT. OF DOCUMENTS*

**Exhibit E-K**

Date _____

I, _____ _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

| EXCEPTION (CRAFT) | EXPLANATION |
|---|---|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

REMARKS:

| NAME AND TITLE | SIGNATURE |
|---|---|
| | |

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

* U.S. G.P.O.:1997 519.881

**Exhibit E-K**

# CERTIFICATE OF CONSTRUCTION COMPETION

THIS IS TO CERTIFY THAT ON _____ DAY OF _____A FINAL INSPECTION was made of the project herein described.

CONTRACT

CONTRACT DATE: _____
OWNER: _____
CONSTRUCTION CONTRACTOR: _____
OF THE CITY OF _____ STATE OF _____

PROJECT DESCRIPTION

CONSTRUCTION OF _____

CONTRACT NO: _____
Located in or near the City/Precinct Of _____

THIS IS TO CERTIFY"

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:

   _____

2. That the sum of _____, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.

3. That the contractor has presented a "Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5. Amount of Original Contract _____
   Present Amount of Contract _____
   Total Amount of earned to Date _____
   Less: previous payments _____
   Balance _____
   Authorized deductions _____
   AMOUNTY OF FINAL PAYMENT _____

6. That the final payment in the amount of _____ _____ is now due and payable.

_____
Engineer's Signature

**CONCURRED BY:**

_____
Contractor's Name

By:_____

Title: _____

**CONCURRED BY:**

_____
City/Precinct

By:_____

Title: _____

## *CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS*

**PROJECT:** **PROJECT NO.**
**OWNER:**
**CONTRACTOR:**
**ENGINEER:**

The Contractor, in accordance with the Contract Documents, and in consideration for the full and final payment to the Contractor for all services in connection with the project, does hereby waive and release any and all liens, or any and all claims to liens which the Contractor may have on or affecting the project as a result of its contract(s) for the Project or for performing labor and/or furnishing materials in any way connected with the construction of any aspect of the project. The Contractor further certifies and warrants that all subcontractors of labor and/or materials for the Project, except as listed below, have been paid in full for all labor and/or materials supplied to, for through or at the direct or indirect request of the Contractor prior to, through and including the date of this affidavit.

**EXCEPTIONS:** (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

**CONTRACTOR**

By

Title

Subscribed and sworn to before me this day of

Notary Public:

My Commission Expires:

Form L

Contractor Name

Starting Date

Project Ending Date

Retainage Percent

| Summary | | | | | |
|---|---|---|---|---|---|
| CSJ # | CSJ Name | Original Schedule Value | Revised Schedule Value | Payment Application No 1 | Payment Application No 2 |
| | | $ - | $ - | $ - | $ - |
| | | $ - | $ - | $ - | $ - |
| | | $ - | $ - | $ - | $ - |
| | | $ - | $ - | $ - | $ - |
| | | $ - | $ - | $ - | $ - |
| | | $ - | $ - | $ - | $ - |
| | | $ - | $ - | $ - | $ - |
| | | $ - | $ - | $ - | $ - |
| | **TOTALS:** | **$ -** | **$ -** | **$ -** | **$ -** |

Application No. _____

Application Date: _____

Period To: _____

Engineer Firm _____

| Payment Application No 3 | Payment Application No 4 | Total To Date | Balance To Finish | Retainage | Net | Payments to Date | Payment Due |
|---|---|---|---|---|---|---|---|
| $ - | | $ - | $ - | $ - | $ - | $ - | $ - |
| $ - | | $ - | $ - | $ - | $ - | $ - | $ - |
| $ - | | $ - | $ - | $ - | $ - | $ - | $ - |
| $ - | | $ - | $ - | $ - | $ - | $ - | $ - |
| $ - | | $ - | $ - | $ - | $ - | $ - | $ - |
| $ - | | $ - | $ - | $ - | $ - | $ - | $ - |
| $ - | | $ - | $ - | $ - | $ - | $ - | $ - |
| $ - | | $ - | $ - | $ - | $ - | $ - | $ - |
| **$ -** | | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** |

_____ Contractor Name
_____ Starting Date
_____ Project Ending Date
_____ Engineer's / County Project Description

Application No.: _____
Application Date: _____
Period To: _____
Engineer's / County Project No.: _____

| | | | | | Original Schedule Value | | | Value | | First Month | | | Second Month | | | Third Month | | | | Balance To Finish | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| No. | Item Code | Description | Unit | Original Rates | Quan | Dollars | Revised Rates | Quan | Dollars | Monthly Quan | QTY to Date | Item Cost (Monthly) | Monthly Quan | QTY to Date | Item Cost (Monthly) | Monthly Quan | QTY to Date | Item Cost (Monthly) | Total to Date | Quan | Dollars |
| | | **(905) ROADWAY** | | | | | | | | | | | | | | | | | | | |
| 1 | 100 | Preparation of Right-of-Way | Sta | $ - | 0.0 | - | $ - | 0.0 | - | 0 | 0 | - | 0 | 0 | - | - | - | - | - | 0.0 | 0.0 |
| 2 | 152 | 6" road Grader Work(Dens Cont.) Subgrade | SY | $ - | 0.0 | - | $ - | 0.0 | - | 0 | 0 | - | 0 | 0 | - | - | - | - | - | 0.0 | 0.0 |
| 3 | 247 | 6" FL BS(Compl in Plac) | S.Y. | $ - | 0.0 | - | $ - | 0.0 | - | 0 | 0 | - | 0 | 0 | - | - | - | - | - | 0.0 | 0.0 |
| 4 | 310 | Asph. Matrl. (MC-30) | Gal | $ - | 0.0 | - | $ - | 0.0 | - | 0 | 0 | - | 0 | 0 | - | - | - | - | - | 0.0 | 0.0 |
| 5 | 340 | Asph. Conc. Ty D | S.Y. | $ - | 0.0 | - | $ - | 0.0 | - | 0 | 0 | - | 0 | 0 | - | - | - | - | - | 0.0 | 0.0 |
| 6 | 500 | Mobilization | L.S. | $ - | 0.0 | - | $ - | 0.0 | - | 0 | 0 | - | 0 | 0 | - | - | - | - | - | 0.0 | 0.0 |
| 7 | 502 | Barricades, Signs and Traffic Handling | Mo | $ - | 0.0 | - | $ - | 0.0 | - | 0 | 0 | - | 0 | 0 | - | - | - | - | - | 0.0 | 0.0 |
| 8 | 530 | Turnouts | Ea | $ - | 0.0 | - | $ - | 0.0 | - | 0 | 0 | - | 0 | 0 | - | - | - | - | - | 0.0 | 0.0 |
| 9 | 5249 | Tem Sedmt Cont Fence (Installed) | L.F. | $ - | 0.0 | - | $ - | 0.0 | - | 0 | 0 | - | 0 | 0 | - | - | - | - | - | 0.0 | 0.0 |
| 10 | 5249 | Tem Sedmt Cont Fence Handling (Removed) | L.F. | $ - | 0.0 | - | $ - | 0.0 | - | 0 | 0 | - | | 0 | - | - | - | - | - | 0.0 | 0.0 |
| | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | |
| | | **Total Roadway** | | | | - | | | - | | | - | | | - | | | - | - | 0.0 | 0.0 |
| | | | | | | | | | | | | | | | | | | | | | |
| | | **(906) DRAINAGE** | | | | | | | | | | | | | | | | | | | |
| 11 | 530 | Drvwys (Asph Conc Pav) (PRB) | S.Y. | $ - | 0.0 | - | $ - | 0.0 | - | 0 | 0 | - | 0 | 0 | - | - | - | - | - | 0.0 | 0.0 |
| 12 | 247 | Drvwys Flexible Base | S.Y. | $ - | 0.0 | - | $ - | 0.0 | - | 0 | 0 | - | 0 | 0 | - | - | - | - | - | 0.0 | 0.0 |
| 13 | 556 | 8" Storm Drain | L.F. | $ - | 0.0 | - | $ - | 0.0 | - | 0 | 0 | - | 0 | 0 | - | - | - | - | - | 0.0 | 0.0 |
| 14 | 556 | 18" RCP Storm Drain | L.F. | $ - | 0.0 | - | $ - | 0.0 | - | 0 | 0 | - | 0 | 0 | - | - | - | - | - | 0.0 | 0.0 |
| 15 | 465 | Ty "A" Inlets | Ea. | $ - | 0.0 | - | $ - | 0.0 | - | 0 | 0 | - | 0 | 0 | - | - | - | - | - | 0.0 | 0.0 |
| 16 | 465 | Concrete Manhole | Ea. | $ - | 0.0 | - | $ - | 0.0 | - | 0 | 0 | - | 0 | 0 | - | - | - | - | - | 0.0 | 0.0 |
| 17 | | 15" R.C.P. | L.F. | $ - | 0.0 | - | $ - | 0.0 | - | 0 | 0 | - | 0 | 0 | - | - | - | - | - | 0.0 | 0.0 |
| 18 | | Ty "A" Inlets | Ea. | $ - | 0.0 | - | $ - | 0.0 | - | 0 | 0 | - | 0 | 0 | - | - | - | - | - | 0.0 | 0.0 |
| 19 | | Manhole | Ea | $ - | 0.0 | - | $ - | 0.0 | - | 0 | 0 | - | 0 | 0 | - | - | - | - | - | 0.0 | 0.0 |
| 20 | | 6.0" Valley Gutter | L.F. | $ - | 0.0 | - | $ - | 0.0 | - | 0 | 0 | - | 0 | 0 | - | - | - | - | - | 0.0 | 0.0 |
| | | **Total Drainage** | | | | - | | | - | | | - | | | - | | | - | - | | |
| | | | | | | | | | | | | | | | | | | | | | |
| | | **TOTAL BASE AMOUNTS:** | | | | - | | | - | | | - | | | - | | | - | - | 0.0 | 0.0 |

_____ Print Name

_____ Date

_____ Signature

**Exhibit E-O**

# CONSTRUCTION IDENTIFICATION SIGN:

Size, 4' – 0" X 8' – 0"
Letters to be brown with beige background

Construction Identification Signs To Be Erected Prior To Beginning of Actual Construction

Wood for Signs Shall Be ¾" Waterproofing Resin Bonded Exterior Grade Plywood (Douglas Fir Plywood Association of Equal)

Payment for Furnishing, Erecting, Maintenance and Removing Construction Identification Signs Will Not Be made Directly. Such Costs Shall be Included in the Overall Bid Submitted.

To Be Erected as Indicated on title Sheet.

Precinct Logo

Texas Department of Transportation

# Your Tax Dollars at Work
# Hidalgo County Pct 3

Joe M. Flores, Commissioner
Border Colonia Access Program

In Partnership with Texas Department of Transportation

## Palm Subdivision Unit No. 2

Hidalgo County Commissioner's Court

| | |
|---|---|
| Ramon Garcia | – County Judge |
| A.C. Cuellar, Jr. | - Commissioner Pct #1 |
| Eduardo "Eddie" Cantu | - Commissioner Pct #2 |
| Joe M. Flores | - Commissioner Pct #3 |
| Joseph Palacios | - Commissioner Pct #4 |

Project Contractor: _____

Project Engineer: Javier Hinojosa Engineering

# HIDALGO COUNTY PRECINCT NO. 3

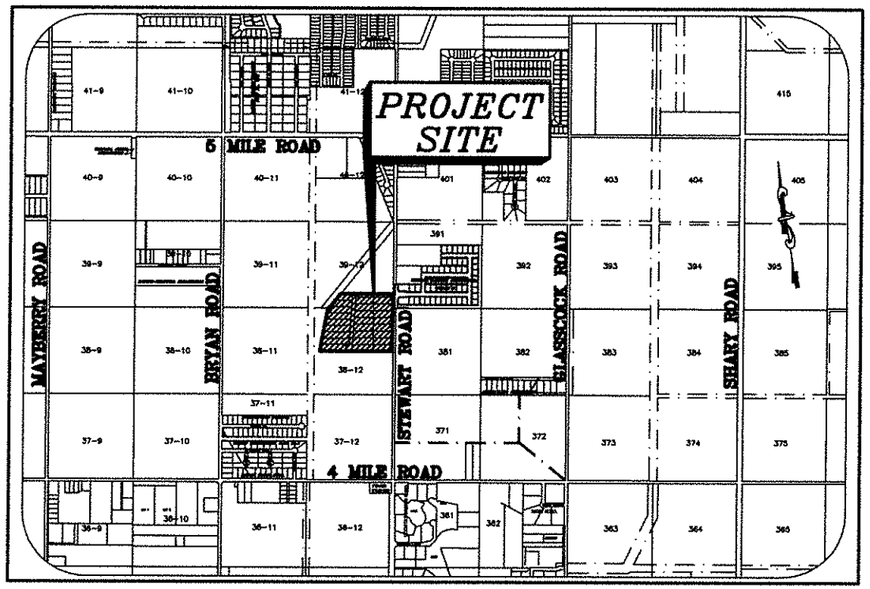
## CONSTRUCTION PLANS FOR
## BORDER COLONIA ACCESS PROGRAM ROUND III – ALLOCATED
## PALM SUBDIVISION UNIT No. 2

### CSJ: 3C-1080-834

CONSTRUCTION OF LOCAL STREETS CONSISTING OF:
GRADING, STRUCTURES, FLEXIBLE BASE
AND ASPHALTIC CONCRETE PAVEMENT

**PROJECT DATA**
**DESIGN SPEED:** 30 MPH
**EXCEPTIONS:** NONE
**EQUATIONS:** NONE

| PALM SUBDIVISION UNIT No. 2 | | | AREA OF DISTURBED SOIL (AC) |
|---|---|---|---|
| CSJ: 3C-1080-834 ORANGE DRIVE (N-S) | 796 FT | 0.151 MILES | 0.914 ACRES |
| CSJ: 3C-1080-834 ORANGE DRIVE (E-W) | 605 FT | 0.115 MILES | 0.694 ACRES |




APPROVAL
HIDALGO COUNTY
COLONIA ACCESS PROGRAM
5/16/17 DATE:
John Paul Lugo
JOHN PAUL LUGO, DIRECTOR

APPROVAL
HIDALGO COUNTY PRECINCT No.3
5-M-17 DATE:
JOE M. FLORES, COMMISSIONER

APPROVAL
HIDALGO COUNTY PLANNING DEPT.
5-15-17 DATE:
T.J. ARREDONDO, PLANNING ADMINISTRATOR

CONCURRENCE
HIDALGO COUNTY DRAINAGE
DIST. No. 1
05/17/17 DATE:
RAUL SESIN P.E., DISTRICT MANAGER.

**HIDALGO COUNTY COMMISSIONERS**

| | |
|---|---|
| RAMON GARCIA | COUNTY JUDGE |
| DAVID L. FUENTES | COMMR. PCT. No. 1 |
| EDDIE CANTU | COMMR. PCT. No. 2 |
| JOE M. FLORES | COMMR. PCT. No. 3 |
| JOSEPH PALACIOS | COMMR. PCT. No. 4 |

STANDARD SHEETS IDENTIFIED ON THE INDEX ON SHEETS HAVEN BEEN SELECTED BY ME OR UNDER MY RESPONSIBLE SUPERVISION AS BEING APPLICABLE TO THIS PROJECT.

JAVIER HINOJOSA P.E. 2/14/17 DATE

STATE OF TEXAS
JAVIER HINOJOSA
74603
REGISTERED
PROFESSIONAL ENGINEER

**JAVIER HINOJOSA ENGINEERING**
TBE FIRM NUMBER F-1295

SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION ON NOVEMBER 1, 2014 SHALL GOVERN ON THE PROJECT.

THE COUNTY OF HIDALGO TEXAS
HIDALGO COUNTY


JEH
JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
416 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 668-1588
TBPE FIRM No. 1295




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## *PALM SUBDIVISION UNIT No.2*

***ORANGE DRIVE (N-S)***
CSJ: 3C-1080-834
BEG STA. 10+00
END STA. 17+96
NET LENGTH OF PROJECT: 796 FT.=0.151 MI

***ORANGE DRIVE (E-W)***
CSJ: 3C-1080-834
BEG STA. 10+00
END STA. 16+05
NET LENGTH OF PROJECT: 605 FT.=0.115 MI




HIDALGO COUNTY

JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
416 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 668-1588
TBPE FIRM No. F-1295

COLONIA ACCESS PROGRAM
SUBDIVISIONS LIMITS

HIDALGO COUNTY TEXAS

| DN: | | FED. RD. DIV. NO. | STATE | FEDERAL AID PROJECT NO. | | | | HIGHWAY NO. |
|---|---|---|---|---|---|---|---|---|
| CK DN: | | | TEXAS | | | | | |
| DW: | | STATE DIST. NO. | COUNTY | CONTROL NO. | SECT. NO. | JOB NO. | | SHEET NO. |
| CK DW: | | | HIDALGO | | | | | 2 |
| TR: | | | | | | | | |
| CK TR: | | | | | | | | |

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| SHEET NO. | DESCRIPTION |
|---|---|
| **GENERAL** | |
| 1 | - TITLE SHEET |
| 2 | - SUBDIVISION LIMITS |
| 3 | - INDEX SHEET |
| 4 | - TYPICAL SECTION |
| 5 | - ESTIMATE AND QUANTITIES (HAVANA LOMAS SUBDIVISION UNIT No.5) |
| 6 | - P ROJECT LAYOUT - HAVANA LOMAS SUBDIVISION UNIT No.5 |
| 7 | - GENERAL NOTES |
| **TRAFFIC CONTROL PLAN SHEETS** | |
| 8 | - TRAFFIC CONTROL NARRATIVE |
| **STANDARDS** | |
| 9 | - BC (1) - 14 BARRICADE AND CONSTRUCTION GENERAL NOTES AND REQUIREMENTS |
| 10 | - BC (2) - 14 BARRICADE AND CONSTRUCTION PROJECT LIMIT |
| 11 | - BC (3) - 14 BARRICADE AND CONSTRUCTION WORK ZONE SPEED LIMIT |
| 12 | - BC (4) - 14 BARRICADE AND CONSTRUCTION TEMPORARY SIGN NOTES |
| 13 | - BC (5) - 14 BARRICADE AND CONSTRUCTION TYPICAL SIGN SUPPORT |
| 14 | - BC (6) - 14 BARRICADE AND CONSTRUCTION PORTABLE CHANGEABLE MESSAGE SIGN (PCMS) |
| 15 | - BC (7) - 14 BARRICADE AND CONSTRUCTION ARROW PANEL, REFLECTOR, WARNING LIGHTS & ATTENUATOR |
| 16 | - BC (8) - 14 BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES |
| 17 | - BC (9) - 14 BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES |
| 18 | - BC (10) - 14 BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES |
| 19 | - BC (11) - 14 BARRICADE AND CONSTRUCTION PAVEMENT MARKING PATTERNS |
| 20 | - BC (12) - 14 BARRICADE AND CONSTRUCTION PAVEMENT MARKING PATTERNS |
| 21 | - SIGNING FOR UNEVEN LANES |
| **ROADWAY DETAILS** | |
| 22-25 | - ORANGE DRIVE (N-S), ORANGE DRIVE (E-W) |
| **STANDARDS** | |
| 26 | - DRIVEWAY SUMMARY TABLE |
| 27 | - (D) TURNOUTS DETAILS |
| 38 | - (D) DRIVEWAY DETAILS |
| 29 | - (D) DRIVEWAY & ~~TURNOUTS PROFIL~~E DETAILS |
| **ENVIRONMENTAL ISSUES** | |
| 30 | - BORDER ACCESS COLONIA PROJECT (EROSION AND SEDIMENT CONTROLS) |
| **STANDARDS** | |
| 31 | - EROSION AND SEDIMENT CONTROL DETAILS |

**LEGEND:**

- [D] DENOTES DISTRICT STANDARD
- [S] DENOTES STATE STANDARD

STATE OF TEXAS
JAVIER HINOJOSA
74808
REGISTERED
PROFESSIONAL ENGINEER
2/14/17

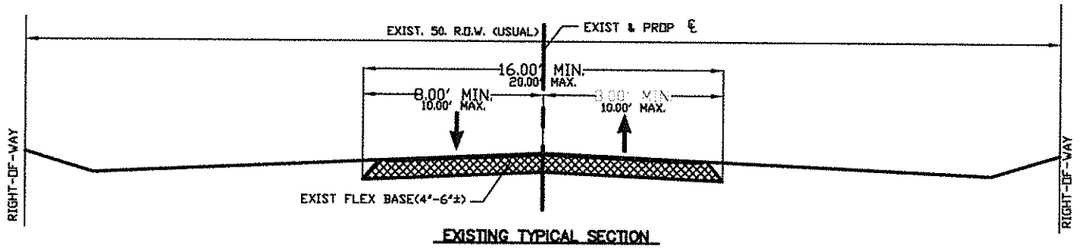
HIDALGO COUNTY


JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
416 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 668-1588
TBPE FIRM No. 1295


# COLONIA ACCESS PROGRAM
## INDEX OF SHEET

HIDALGO COUNTY TEXAS

| DN: | | FED. RD. DIV. NO. | STATE | FEDRAL AID PROJECT NO. | | | | HIGHWAY NO. |
|---|---|---|---|---|---|---|---|---|
| CK DN: | | | TEXAS | | | | | |
| DW: | | STATE DIST. NO. | COUNTY | CONTROL NO. | SECT. NO. | JOB NO. | | SHEET NO. |
| CK DW: | | | HIDALGO | | | | | 3 |
| TR: | | | | | | | | |
| CK TR: | | | | | | | | |




EXISTING TYPICAL SECTION

PALM SUBDIVISION UNIT No. 2

ITEM 247: FLEXIBLE BASE

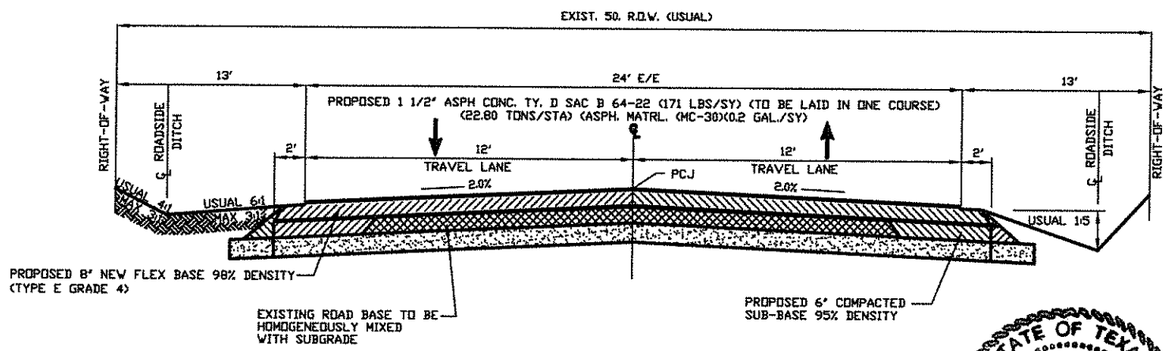
FLEXIBLE BASE TYPE E WILL BE COMPOSED OF CALICHE (ARGILLACEOUS LIMESTONE, CALCAREOUS CLAY PARTICLES) AND MAY CONTAIN STONE, CONGLOMERATE, GRAVEL, SAND OR GRANULAR MATERIALS WHEN THESE MATERIALS ARE IN SITU WITH THE CALICHE

247-1

FLEXIBLE BASE (TYPE E GR 4) SHALL CONFORM TO FOLLOWING REQUIREMENTS:

| RETAINES ON SQ. SIEVE | PERCENT RETAINED |
|---|---|
| 2" | 0 |
| ½" | 20 - 60 |
| No. 4 | 40 - 75 |
| No. 40 | 70 - 90 |
| MAX. PI: | 12 |
| MAX. WET BALL PI: | 15 |
| WET BALL MILL MAX AMOUNT: | 50 |
| MIN. COMP. STRENGTH PSI: | 150 AT 15 PSI LATERAL PRESSURE |
| TRIAXIAL TEST | TEXT - 117-E |

THE WET BALL TEST ( TEX-116-E) SHALL BE RUN AN THE PLASTICITY INDEX OF THE MATERIAL PASSING THE No. 40 SIEVE SHALL BE DETERMINED (WETBALL PI).




PROPOSED TYPICAL SECTION

SCALE: N.T.S.

PALM SUBDIVISION UNIT No. 2

ORANGE DRIVE N-S (STA. 10+00 TO 17+96)

ORANGE DRIVE E-W (STA. 10+00 TO 16+05)

GENERAL NOTES:

PVI - POINT OF VERTICAL INTERSECTION
PCJ - PERMISSIBLE CONSTRUCTION JOINT

PERMISSIBLE CONSTRUCTION JOINT SHALL FALL ON THE PROPOSED ROADWAY CENTERLINE.

ALL GRADING SHALL BE WITHIN THE EXISTING RIGHT OF WAY LIMITS.

WHERE REQUIRED BY FIXTURES OR UNUSUAL CONDITIONS THE GOVERNING SLOPES MAY BE VARIED WHEN SPESCIFICALLY DIRECTED BY THE ENGINEER.

THE COMPLETE BASE SHALL BE PROOF ROLLED BEFORE THE EARTH SHOULDER IS SHAPED, AND ITS FINAL COMPACTION WILL BE DONE OVER BASE AND EDGE OF SHOULDER THE EXISTING SUBGRADE OR ROADWAY SHALL BE SHAPED, BLADED, AND PROOF ROLLED A MINIMUM DISTANCE OF 2' BEYOND THE EDGE OF THE PROPOSED BASE COURSE ANY SOFT SPOT SHALL BE STABILIZED AT CONTRACTORS ESPENCE.

SEE 'SUBDIVISION LIMITS' SHEET FOR PROJECT LIMITS.

STATE OF TEXAS
JAVIER HINOJOSA
74808
REGISTERED PROFESSIONAL ENGINEER

5/9/17

HIDALGO COUNTY

JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
416 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 668-1568
TBPE FIRM No. F-1286

# COLONIA ACCESS PROGRAM TYPICAL SECTION

HIDALGO COUNTY TEXAS

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| DN: | | FED. RD DIV. NO. | STATE | FEDRAL AID PROJECT NO. | | | HIGHWAY NO. |
| CK DN: | | | TEXAS | | | | |
| DW: | | STATE DIST. NO. | COUNTY | CONTROL NO. | SECT. NO. | JOB NO. | SHEET NO. |
| CK DW: | | | HIDALGO | | | | 4 |
| TR: | | | | | | | |
| CK TR: | | | | | | | |

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| PALM SUBDIVISION UNIT No. 2 CSJ: 3C-1080-834 | | | | PROJECT QUANTITIES | | | | TOTAL | |
|---|---|---|---|---|---|---|---|---|---|
| ORANGE DRIVE (N-S) | | | | | | | | | |
| EST. | FIN. | | | ITEM | CODE | UNIT | DESCRIPTION | EST. | FIN. |
| 7.96 | | | | 100 | 6002 | STA | PREPARING R.O.W. | 14.01 | |
| 3093 | | | | 247 | 6020 | SY | FL BS (COMPL IN PLACE) (TY E GR 4) | 4976 | |
| 3093 | | | | 251 | 6027 | SY | REWRKING BS MATL (DC) (TY D 6") | 4976 | |
| 619 | | | | 310 | 6009 | GAL | ASPH MATRL (MC-30) | 996 | |
| 2682 | | | | 340 | 6104 | SY | D-GR HMA(SQ) TY-D SAC-B PG 64-22 (1 1/2") | 4296 | |
| 2.0 | | | | 502 | 6001 | MO | BARRICADES, SIGNS AND TRAFFIC HANDLING | 4.0 | |
| 108 | | | | 530 | 6005 | SY | DRIVEWAY (ASPH-CONC-PAV) (PB-1) | 139 | |
| 522 | | | | 530 | 6004 | SY | DRIVEWAY (CONCRETE 3000 PSI) | 553 | |
| 30 | | | | 530 | 6011 | SY | TURNOUTS (ASPH-CONC-PAV)(PBS-2) | 60 | |
| 588 | | | | 464 | 6005 | LF | 15" HPP CULVERT PIPE | 648 | |
| 140 | | | | 506 | 6038 | LF | TEMP SEDMT CONT FENCE | 160 | |

| PALM SUBDIVISION UNIT No. 2 CSJ: 3C-1080-834 | | | | PROJECT QUANTITIES | | | | TOTAL | |
|---|---|---|---|---|---|---|---|---|---|
| ORANGE DRIVE (E-W) | | | | | | | | | |
| EST. | FIN. | | | ITEM. | CODE | UNIT | DESCRIPTION | EST. | FIN. |
| 6.05 | | | | 100 | 6002 | STA | PREPARING R.O.W. | 14.01 | |
| 1883 | | | | 247 | 6020 | SY | FL BS (COMPL IN PLACE) (TY E GR 4) | 4976 | |
| 1883 | | | | 251 | 6027 | SY | REWRKING BS MATL (DC) (TY D 6") | 4976 | |
| 377 | | | | 310 | 6009 | GAL | ASPH MATRL (MC-30) | 996 | |
| 1614 | | | | 340 | 6104 | SY | D-GR HMA(SQ) TY-D SAC-B PG 64-22 (1 1/2") | 4296 | |
| 2.0 | | | | 502 | 6001 | MO | BARRICADES, SIGNS AND TRAFFIC HANDLING | 4.0 | |
| 31 | | | | 530 | 6005 | SY | DRIVEWAY (ASPH-CONC-PAV) (PB-1) | 139 | |
| 31 | | | | 530 | 6004 | SY | DRIVEWAY (CONCRETE 3000 PSI) | 553 | |
| 30 | | | | 530 | 6011 | SY | TURNOUTS (ASPH-CONC-PAV)(PBS-2) | 60 | |
| 60 | | | | 464 | 6005 | LF | 15" HPP CULVERT PIPE | 648 | |
| 20 | | | | 506 | 6038 | LF | TEMP SEDMT CONT FENCE | 160 | |
| 70 | | | | 464 | 6003 | LF | 18" RC CULVERT PIPE | 70 | |
| 2 | | | | 464 | 6358 | EA | SAFETY END TREATMENT (18") | 2 | |

* CONCRETE SIDEWALKS ARE INCLUDED IN ITEM 0530

STATE OF TEXAS
JAVIER HINOJOSA
74808
REGISTERED
PROFESSIONAL ENGINEER
5/15/17

HIDALGO COUNTY

JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
416 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 668-1588
TBPE FIRM No. 1295

# ESTIMATE & QUANTITIES

HIDALGO COUNTY TEXAS

| DN: | | FED. RD. DIV. NO. | STATE | FEDRAL AID PROJECT NO. | | | | HIGHWAY NO. |
|---|---|---|---|---|---|---|---|---|
| CK DN: | | | TEXAS | | | | | |
| DW: | | STATE DIST. NO. | COUNTY | CONTROL NO. | SECT. NO. | JOB NO. | | SHEET NO. |
| CK DW: | | | HIDALGO | | | | | 5 |
| TR: | | | | | | | | |
| CK TR: | | | | | | | | |

PALM SUBDIVISION No. 2
(VOLUME 26 PAGE 124A, H.C.M.R.)

ALL EXIST. MAILBOXES (TO BE RELOCATED)

PROP. 15" HPP CULVERT FOR DRIVEWAYS & SIDEWALKS (TYP) (SEE DETAIL SHEET X)

PROP. 24' H.M.A.C. 28' CALICHE

ALL EXIST. MAILBOXES (TO BE RELOCATED)

℄ ORANGE DRIVE (N-S)

P.I. STA. 17+96 ORANGE DRIVE (N-S)
STA. 10+00 ORANGE DRIVE (E-W)

P.I. STA. 10+00
ORANGE DRIVE (N-S)
℄=RADIUS POINT

PROP. 15" HPP CULVERT FOR DRIVEWAYS & SIDEWALKS (TYP) (SEE DETAIL SHEET 27)

ALL EXIST. MAILBOXES (TO BE RELOCATED)

PROP. 24' H.M.A.C. 28' CALICHE

℄ ORANGE DRIVE (E-W)

38-12

CURB CURVE DATA

| CURVE | DELTA | RADIUS | TANGENT | LENGTH | CHORD |
|---|---|---|---|---|---|
| "1" | 276°35'43" | 40.00' | 35.64' | 193.10' | 53.22' |
| "2" | 78°27'58" | 25.00' | 20.78' | 34.67' | 31.96' |
| "3" | 86°31'42" | 20.00' | 18.82' | 30.20' | 27.41' |
| "4" | 86°31'42" | 47.00' | 45.24' | 70.98' | 64.82' |
| "5" | 90°00'00" | 20.00' | 20.00' | 31.42' | 28.28' |

PALM SUBDIVISION No. 2
(VOLUME 26 PAGE 124A, H.C.M.R.)

PROP. 15" HPP CULVERT FOR DRIVEWAYS & SIDEWALKS (TYP) (SEE DETAIL SHEET 27)

PALM SUBDIVISION No. 1
(VOLUME 20, PAGE 127, H.C.M.R.)

STREET TURN OUT WITH
70 L.F. 18" R.C. PIPE &
2 EA. SAFETY END TREATMENT
REGRADE BAR DITCH ALONG
STEWART ROAD 100' NORTH/SOUTH

LOT 39-2
WEST ADDITION TO SHARYLAND
(VOLUME 1 PAGE 56, H.C.M.R.)

P.I. STA. 16+05 ORANGE DRIVE (E-W)
BEGIN PROJECT

STEWART ROAD

LOT 381
JOHN H. SHARY SUBDIVISION
(VOLUME 1 PAGE 17, H.C.M.R.)

B.M. #1
EXIST. SEWER MANHOLE
TOP=148.11
INV=138.18

E. GARFIELD AVENUE

STEWART LANDING SUBDIVISION PHASE II

LOT 391 JOHN H. SHARY SUBDIVISION
VOLUME 1 PAGE 17, H.C.M.R.

SHARYLAND SPANISH CONGREGATION OF JEHOVAH'S WITNESSES
DOC. #2172290, H.C.D.R.

SEWER MANHOLE
TOP=147.76
INV=144.88

SCALE: 1"=100'

## LEGEND

| | |
|---|---|
| HPP | HIGH PERFORMANCE PALYPROPYLENE |
| F.F.= | EXIST. FINISH FLOOR |
| x182.68 | EXIST. NATURAL GROUND |
| x EOP=183.09 | EXIST. EDGE OF PAVEMENT |
| x CL=183.89 | EXIST. CENTER LINE |
| | EXIST. MAIL BOX |
| | EXIST. BRICK MAIL BOX |
| | EXIST. WATER METER |
| —x— | EXIST. FENCE |
| | EXIST. PINE TREE |
| | EXIST. PALO BLANCO TREE |
| | EXIST. OAK TREE |
| | EXIST. PALM TREE |
| | EXIST PAVEMENT |
| | PROPOSED PAVEMENT |
| | CONCRETE DRIVEWAY |

B.M. No. 1
ELEVATION=148.11
BM=TOP OF SEWER MANHOLE

DRAINAGE PATTERNS TO REMAIN THE SAME. DRAINAGE TO BE MAINTAINED AS PER EXISTING CONDITIONS.

STATE OF TEXAS
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PHONE (956) 668-1660
TBPE FIRM No. F-1386

# PALM SUBDIVISION No. 2

## PROJECT LAYOUT

HIDALGO COUNTY TEXAS

| DN: | | FED.RD. DIV. NO. | STATE | FEDERAL AID PROJECT NO. | | HIGHWAY NO. |
|---|---|---|---|---|---|---|
| CK: DN: | | | TEXAS | | | |
| DW: | | STATE DIST. NO. | COUNTY | CONTROL NO. | SECT. NO. | JOB NO. | SHEET NO. |
| CK: DW: | | | HIDALGO | | | | 6 |
| TR: | | | | | | | |
| CK: TR: | | | | | | | |

S:\2016\Hidalgo County\Grading Plans\Palm Subdivision Unit 2\dwg\Palm Subd Points.dwg, 5/9/2017 10:08:19 AM

**GENERAL NOTES:**

1. THE CONTRACTOR MAY SUBMIT AN ALTERNATIVE CONSTRUCTION SEQUENCE AND TRAFFIC CONTROL PLAN TO THE ENGINEER FOR APPROVAL. ALL WORK AND MATERIALS REQUIRED FOR TRAFFIC HANDLING SHALL NOT BE PAID FOR DIRECTLY BUT SHALL BE CONSIDERED PART OF ITEM 502, "BARRICADES, SIGNS, AND TRAFFIC HANDLING", ALL BARRICADES AND SIGNS TO REPLACE DAMAGED ONES.

2. FLASHING WARNING LIGHTS AND/OR FLAGS SHALL BE USED TO CALL ATTENTION TO THE EARLY WARNING SIGNS.

3. STEADY BURN (TY C) WARNING LIGHTS SHALL BE USED TO MARK CHANNELIZING DEVICES AT NIGHT AS NEEDED.

4. ADDITIONAL SIGNS, BARRICADES AND/OR OTHER CHANNELIZING DEVICES MAY BE REQUIRED AND/OR ADJUSTED AS DIRECTED BY THE ENGINEER AND SHALL BE SUBSIDIARY TO ITEM 502.

5. SIGN AND/OR BARRICADE LOCATIONS SHALL BE IN ACCORDANCE WITH THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" AND/OR THE BC STANDARD SHEETS.

6. EXISTING CONNECTING ROADS AND PRIVATE DRIVES SHALL BE KEPT OPEN TO TRAFFIC AT ALL TIMES, EXCEPT AS OTHERWISE PROVIDED FOR OR APPROVED BY THE ENGINEER.

7. ALL SIGNING, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE IN ACCORDANCE WITH THE "T.M.U.T.C.D."

8. WHEN CONSTRUCTION OPERATIONS RESULT IN DROP OFF OF MORE THAN 2" NEXT TO TRAVEL WAY, A 3:1 SLOPE AND 4.0' BUFFER ZONE WILL BE REQUIRED DURING NON WORKING HOURS.

9. FOR POSTED SPEED EXCEEDING 45 MPH, ADVISORY SPEED SIGNS WITH APPROPRIATE WARNING SIGNS, SHALL BE POSED IN THE VICINITY OF SPECIFIED WORK ZONES WITHIN THE PROJECT, UNLESS OTHERWISE DIRECTED BY THE ENGINEER.

10. LENGTH AND SPACING OF CHANNELIZING DEVICES SHALL BE AS SHOWN ON THE BC STANDARDS AND THE "T.M.U.T.C.D." OTHER SIGNS MAY BE USED IN ADDITION TO THOSE REQUIRED BY BARRICADE STANDARDS.

11. NON-REMOVEABLE WORK ZONE STRIPING FOR THIS PROJECT REQUIRED BY THE "T.M.U.T.C.D." SHALL CONSIST OF THERMOPLASTIC MATERIAL AND SHALL BE IN ACCORDANCE WITH THE "WORK ZONE PAVEMENT MARKINGS" STANDARD WZ(STPM)-97.

12. ALL WORK SHALL BE DONE EXPEDITIOUSLY DURING DAYLIGHT HOURS, AS DIRECTED BY THE ENGINEER. NECESSARY FLAGGERS AND APPROPRIATE SIGNING TO SAFETY GUIDE TRAFFIC THROUGH THE WORK AREA WILL BE REQUIRED A DIRECTED BY THE ENGINEER.

13. REFER TO STANDARD SHEETS BC(1)-14 THRU BC(12)-14 FOR OTHER PERTINENT INFORMATION NOT SHOWN.

14. DRIVEWAYS AND TURNOUTS ARE TO BE CONSTRUCTED AS PER TYPE AND WIDTH SHOWN ON THE DRIVEWAYS AND TURNOUTS DETAILS.

15. PROVIDE 15" ADS CORRUGATED PIPE FOR EXISTING DRIVEWAYS AND SIDEWALKS (SEE DETAIL SHEET 24)

16. DRAINAGE PATTERNS REMAINING THE SAME. DRAINAGE TO BE MAINTAINED AS PER EXISTING CONDITIONS.

17. SIGNS WILL BE INSTALLED BY HIDALGO COUNTY PRECINCT 3.

18. MAIL BOXES TO BE REMOVED AND REPLACED BY CONTRACTOR INCIDENTAL TO PRICE BID FOR ITEM 100 (PREPARATION R.O.W.).

19. HORIZONTAL AND VERTICAL CONTROL POINTS TO BE SUPPLIED BY THE ENGINEER PRIOR TO COMMENCING WORK.

20. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO LOCATE UNDERGROUND UTILITIES, WHETHER SHOWN OR NOT SHOWN ON THE DRAWINGS, SUFFICIENTLY IN ADVANCE OF OPERATIONS TO PRECLUDE DAMAGE TO SAME.

21. WATER, SEWER, OR OTHER UTILITY SERVICES SHALL NOT BE INTERRUPTED. ANY DAMAGES TO EXISTING UTILITIES WILL BE THE CONTRACTOR'S RESPONSIBILITY.

22. IN THE EVENT OF DAMAGE TO UNDERGROUND FACILITIES, WHETHER SHOWN OR NOT SHOWN IN THE DRAWINGS, THE CONTRACTOR SHALL MAKE THE NECESSARY REPAIRS TO PLACE THE FACILITIES BACK IN SERVICE AT NO INCRESMT IN THE CONTRACTOR'S PRICE AND ALL SUCH REPAIRS SHALL CONFORM TO THE REQUIREMENTS OF THE COMPANY OR AGENCY SERVICING THE FACILITY.

23. THE CONTRACTOR SHALL EXERCISE EXTRA CARE TO PREVENT DAMAGE TO ALL OTHER STRUCTURES IN THE AREA INCLUDING BUILDINGS, FENCES, ROADS, PIPELINES, UTILITIES, ETC., WHETHER PUBLICLY OR PRIVATELY OWNED.

24. UNTIL ACCEPTANCE BY THE ENGINEER OF ANY PART OR ALL OF THE CONSTRUCTION, AS PROVIDED FOR IN THE PLANS AND THESE SPECIFICATIONS, IT SHALL BE UNDER THE CHARGE AND CARE OF THE CONTRACTOR, AND HE SHALL TAKE EVERY NECESSARY PRECAUTION AGAINST INJURY OR DAMAGE TO ANY PART OF THE WORK. THE CONTRACTOR SHALL REBUILD, REPAIR, RESTORE AND MAKE GOOD, AT HIS OWN EXPENSE, ALL INJURIES OR DAMAGE TO ANY PORTION OF THE WORK BEFORE ITS COMPLETION AND ACCEPTANCE.

25. NO OPEN TRENCHES OR EXCAVATION SHALL BE LEFT OPEN OVERNIGHT.

26. EXISTING ASPHALT PAVING TO BE SCARIFIED AND REMOVED AS PART OF THE RIGHT OF WAY PREPARATION.

27. CONTRACTOR TO REGRADE ROADSIDE DITCHES INCIDENTAL TO PRICE BID FOR ITEM 100 (PREPARATION R.O.W.).

STATE OF TEXAS
JAVIER HINOJOSA
74808
REGISTERED
PROFESSIONAL ENGINEER

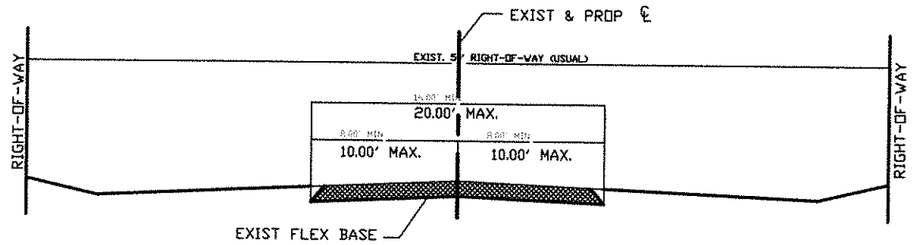
HIDALGO COUNTY


JAVIER HINOJOSA ENGINEERING
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TBPE FIRM No. 1295

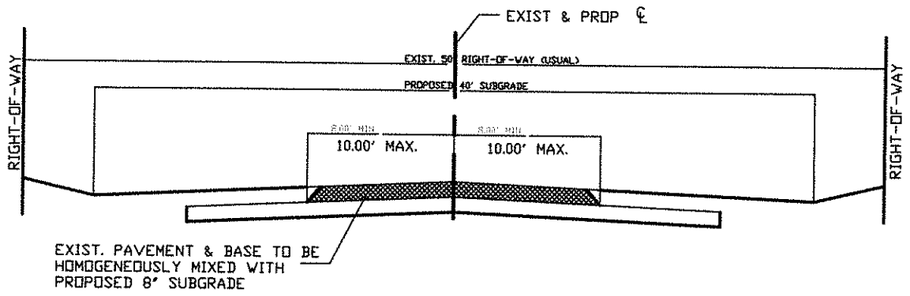

# COLONIA ACCESS PROGRAM
# GENERAL NOTES

HIDALGO COUNTY TEXAS

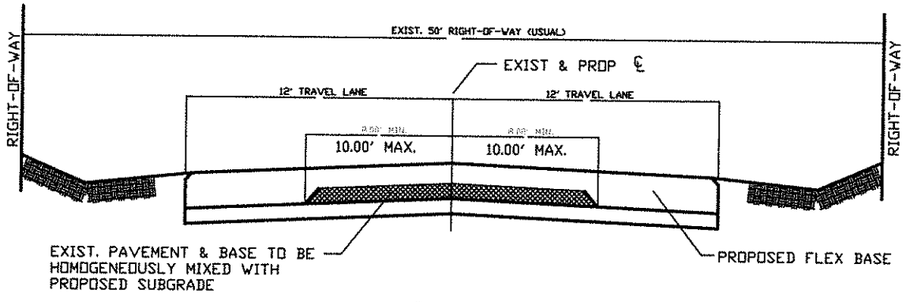
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| DN: | | FED. RD. DIV. NO. | STATE | FEDRAL AID PROJECT NO. | | | HIGHWAY NO. |
| CK DN: | | | TEXAS | | | | |
| DW: | | STATE DIST. NO. | COUNTY | CONTROL NO. | SECT. NO. | JOB NO. | SHEET NO. |
| CK DW: | | | HIDALGO | | | | 7 |
| TR: | | | | | | | |
| CK TR: | | | | | | | |



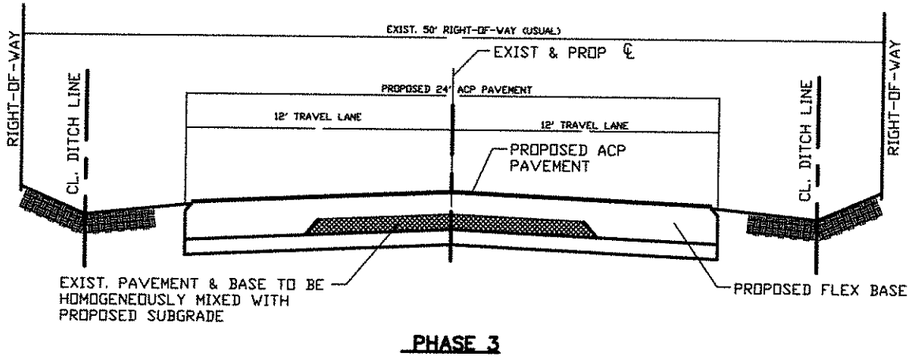

EXISTING TYPICAL STREET SECTION




PHASE 1




PHASE 2




PHASE 3

**SEQUENCE OF WORK**

INSTALL PROJECT LIMIT SIGNS, ADVANCE WARNING SIGNS, AND CROSSROADS BARRICADE SIGNS AS SHOWN ON THE TRAFFIC CONTROL PLAN (TCP) AND OR AS DIRECTED BY THE ENGINEER. ALL SIGNS SHALL BE IN ACCORDANCE WITH THE MUTCD, AND SHALL BE IN PLACE PRIOR TO COMMENCING ANY CONSTRUCTION. SIGNS TO REMAIN IN PLACE FOR THE DURATION OF THE PROJECT ABD UNTIL COMPLETION AND ACCEPTANCE OF THE PROJECT BY THE HIDALGO COUNTY.

**PHASE I**

INSTALL ALL SW3P DEVICES ACCORDING TO THE SW3P PLAN AND STANDARDS. ADJUST ALL UTILITIES THAT ARE IN CONFLICT WITH THE PROPOSED CONSTRUCTION. INSTALL PROPOSED DRAINAGE ROADWAY CROSS CULVERTS AND DRIVEWAY/COUNTY ROADSIDE DRAINS AS SHOWN IN THE PLANS. CUT ROADWAY DITCHES TO PROPOSED GRADE ELEVATIONS AS SHOWN IN THE PLANS. CONTRACTOR SHALL MAINTAIN 3:1 MAXIMUM SLOP ADJACENT TO THE ROADWAY TRAVEL SURFACE. EXCAVATED MATERIAL SHALL BE SALVAGED AND USED THROUGHOUT THE PROJECT AS DIRECTED BY THE ENGINEER.

**PHASE II**

CONSTRUCT PROPOSED ROADWAY IN HALF-SECTIONS, AND ACCORDING TO TCP STANDARD 7/32 TCP (1-2)-12 9/32. THE CONTRACTOR WILL BE REQUIRED TO OPEN UP THE ROADWAY TO TRAFFIC AT THE END OF DAYS WORK. THE CONTRACTOR SHALL ASSURE THAT ALL DROP OFF CONDITIONS ARE SAFE AND IN ACCORDANCE WITH THE MUTCD AND TxDOT TCP STANDARDS. CONTRACTOR SHALL BE ALLOWED TO WORK ON SEVERAL STREETS AT ONE TIME AS LONG AS ACCESS IS MAINTAINED AT THE END OF DAYS WORK.

**PHASE III**

PLACE FINAL OVERLAY IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS.
COMPLETE ROADWAY DITCH SLOPE GRADES TO MATCH THE TOP EDGE OF THE ACP PAVEMENT.

**FINAL CLEAN UP**

UPON COMPLETION OF THE WORK AND BEFORE THE FINAL ACCEPTANCE IS MADE, THE CONTRACTOR SHALL SHAPE AND FINISH SUCH PORTIONS OF THE RIGHT-OF-WAY AS MAY HAVE BEEN DISTURBED DURING THE CONSTRUCTION AND WILL BE REQUIRED TO LEAVE THE ENTIRE RIGHT-OF-WAY IN A SMOOTH, CLEAN AND NEAT CONDITIONS TO THE SATISFACTION OF THE ENGINEER.

*STANDARD PLANS*
*TEXAS DEPARTMENT OF TRANSPORTATION*
*Traffic Operations Division*

# COLONIA ACCESS PROGRAM
# TRAFFIC CONTROL NARRATIVE

**HIDALGO COUNTY TEXAS**

| DN: | | FED. RD. DIV. NO. | STATE | FEDRAL AID PROJECT NO. | | HIGHWAY NO. |
|---|---|---|---|---|---|---|
| CK DN: | | | TEXAS | | | |
| DW: | | STATE DIST. NO. | COUNTY | CONTROL NO. | SECT. NO. | JOB NO. | SHEET NO. |
| CK DW: | | | HIDALGO | | | | 8 |
| TR: | | | | | | | |
| CK TR: | | | | | | | |

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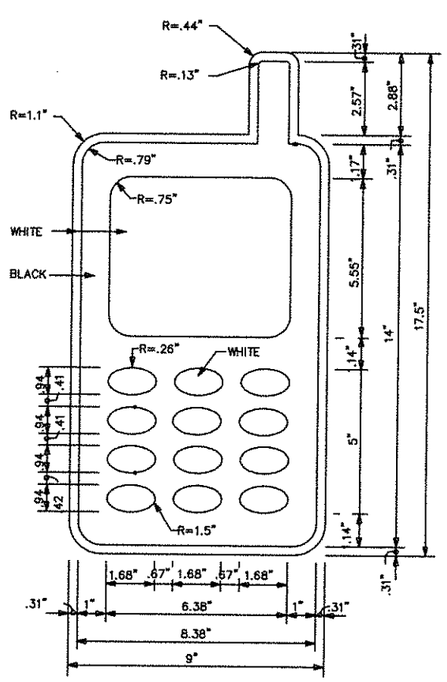
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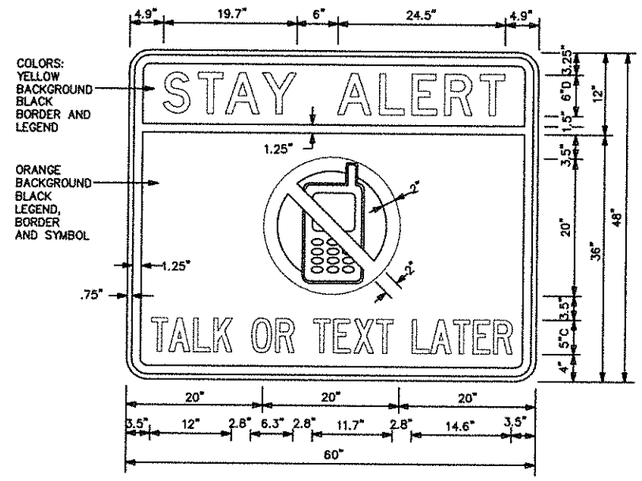
## BARRICADE AND CONSTRUCTION (BC) STANDARD SHEETS GENERAL NOTES:

1. The Barricade and Construction Standard Sheets (BC sheets) are intended to show typical examples for placement of temporary traffic control devices, construction pavement markings, and typical work zone signs. The information contained in these sheets meet or exceed the requirements shown in the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
2. The development and design of the Traffic Control Plan (TCP)is the responsibility of the Engineer.
3. The Contractor may propose changes to the TCP that are signed and sealed by a licensed professional engineer for approval. The Engineer may develop, sign and seal Contractor proposed changes.
4. The Contractor is responsible for installing and maintaining the traffic control devices as shown in the plans. The Contractor may not move or change the approximate location of any device without the approval of the Engineer.
5. Geometric design of lane shifts and detours should, when possible, meet the applicable design criteria contained in manuals such as the American Association of State Highway and Transportation Officials (AASHTO), "A Policy on Geometric Design of Highways and Streets," the TxDOT "Roadway Design Manual" or engineering judgment.
6. When projects abut, the Engineer(s) may omit the END ROAD WORK, TRAFFIC FINES DOUBLE, and other advance warning signs if the signing would be redundant and the work areas appear continuous to the motorists. If the adjacent project is completed first, the Contractor shall erect the necessary warning signs as shown on these sheets, the TCP sheets or as directed by the Engineer. The BEGIN ROAD WORK NEXT X MILES sign shall be revised to show appropriate work zone distance.
7. The Engineer may require duplicate warning signs on the median side of divided highways where median width will permit and traffic volumes justify the signing.
8. All signs shall be constructed in accordance with the details found in the "Standard Highway Sign Designs for Texas," latest edition. Sign details not shown in this manual shall be shown in the plans or the Engineer shall provide a detail to the Contractor before the sign is manufactured.
9. The temporary traffic control devices shown in the illustrations of the BC sheets are examples. As necessary, the Engineer will determine the most appropriate traffic control devices to be used.
10. As shown on BC(2), the OBEY WARNING SIGNS STATE LAW sign, STAY ALERT TALK OR TEXT LATER (see Sign Detail G20-10T) and the WORK ZONE TRAFFIC FINES DOUBLE sign with plaque shall be erected in advance of the CSJ limits. However, the TRAFFIC FINES DOUBLE sign will not be required on projects consisting solely of mobile operation work, such as striping or milling edgeline rumble strips. The BEGIN ROAD WORK NEXT X MILES, CONTRACTOR and END ROAD WORK signs shall be erected at or near the CSJ limits.
11. Except for devices required by Note 10, traffic control devices should be in place only while work is actually in progress or a definite need exists.
12. The Engineer has the final decision on the location of all traffic control devices.
13. Inactive equipment and work vehicles, including workers' private vehicles must be parked away from travel lanes. They should be as close to the right-of-way line as possible, or located behind a barrier or guardrail, or as approved by the Engineer.

## WORKER SAFETY APPAREL NOTES:

1. Workers on foot who are exposed to traffic or to construction equipment within the right-of-way shall wear high-visibility safety apparel meeting the requirements of ISEA "American National Standard for High-Visibility Apparel," or equivalent revisions, and labeled as ANSI 107-2004 standard performance for Class 2 or 3 risk exposure. Class 3 garments should be considered for high traffic volume work areas or night time work.




3.0" Radius, 1.25" Border, 0.75" Indent, Black on Yellow;
[STAY ALERT] Font: D
3.0" Radius, 1.25" Border, 0.75" Indent, Black on Orange;
[TALK OR TEXT LATER] Font: C specified length;

SIGN DETAIL (G20-10T)

Only pre-qualified products shall be used. The "Compliant Work Zone Traffic Control Devices List" (CWZTCD) describes pre-qualified products and their sources and may be found on-line at the web address given below or by contacting:

Texas Department of Transportation
Traffic Operations Division - TE
Phone (512) 416-3118

| THE DOCUMENTS BELOW CAN BE FOUND ON-LINE AT http://www.txdot.gov |
|---|
| COMPLIANT WORK ZONE TRAFFIC CONTROL DEVICES LIST (CWZTCD) |
| DEPARTMENTAL MATERIAL SPECIFICATIONS (DMS) |
| MATERIAL PRODUCER LIST (MPL) |
| ROADWAY DESIGN MANUAL - SEE "MANUALS (ONLINE MANUALS)" |
| STANDARD HIGHWAY SIGN DESIGNS FOR TEXAS (SHSD) |
| TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD) |
| TRAFFIC ENGINEERING STANDARD SHEETS |



Texas Department of Transportation | Traffic Operations Division Standard

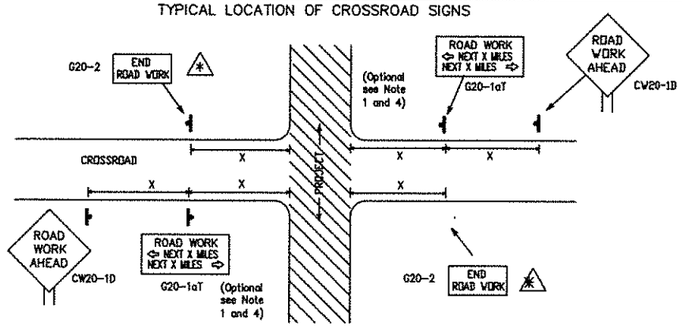
# BARRICADE AND CONSTRUCTION GENERAL NOTES AND REQUIREMENTS

## BC(1)-14

| FILE: bc-14.dgn | DN: TxDOT | CK: TxDOT | DW: TxDOT | CK: TxDOT |
|---|---|---|---|---|
| ©TxDOT November 2002 | CONT | SECT | JOB | HIGHWAY |
| REVISIONS 4-03 5-10 8-14 9-07 7-13 | DIST | COUNTY | | SHEET NO. |
| | 21 | HIDALGO | | 9 |

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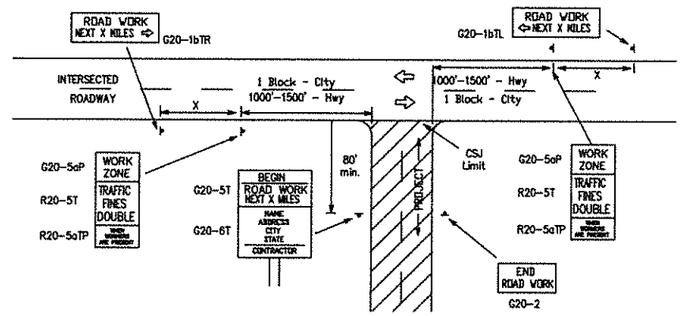
## TYPICAL LOCATION OF CROSSROAD SIGNS




* May be mounted on back of "ROAD WORK AHEAD"(CW20-1D) sign with approval of Engineer. (See note 2 below)

1. The typical minimum signing on a crossroad approach should be a "ROAD WORK AHEAD" (CW20-1D)sign and a (G20-2) "END ROAD WORK" sign, unless noted otherwise in plans.
2. The Engineer may use the reduced size 36" x 36" ROAD WORK AHEAD (CW20-1D) sign mounted back to back with the reduced size 36" x 18" "END ROAD WORK"(G20-2) sign on low volume crossroads (see Note 4 under "Typical Construction Warning Sign Size and Spacing"). See the "Standard Highway Sign Designs for Texas" manual for sign details. The Engineer may omit the advance warning signs on low volume crossroads. The Engineer will determine whether a road is low volume. This information shall be shown in the plans.
3. Based on existing field conditions, the Engineer/Inspector may require additional signs such as FLAGGER AHEAD, LOOSE GRAVEL, or other appropriate signs. When additional signs are required, these signs will be considered part of the minimum requirements. The Engineer/Inspector will determine the proper location and spacing of any sign not shown on the BC sheets, Traffic Control Plan sheets or the Work Zone Standard Sheets.
4. The "ROAD WORK NEXT X MILES"(G20-1aT)sign shall be required at high volume crossroads to advise motorists of the length of construction in either direction from the intersection. The Engineer will determine whether a roadway is considered high volume.
5. Additional traffic control devices may be shown elsewhere in the plans for higher volume crossroads.
6. When work occurs in the intersection area, appropriate traffic control devices, as shown elsewhere in the plans or as determined by the Engineer/Inspector, shall be in place.

## T-INTERSECTION




## CSJ LIMITS AT T-INTERSECTION

1. The Engineer will determine the types and location of any additional traffic control devices, such as a flagger and accompanying signs, or other signs, that should be used when work is being performed at or near an intersection.
2. If construction closes the road at a T-intersection the Contractor shall place the "CONTRACTOR NAME"(G20-6T) sign behind the Type 3 Barricades for the road closure (see BC(10) also). The "ROAD WORK NEXT X MILES" left arrow(G20-1bTL) and "ROAD WORK NEXT X MILES" right arrow (G20-1bTR)" signs shall be replaced by the detour signing called for in the plans.

## TYPICAL CONSTRUCTION WARNING SIGN SIZE AND SPACING [1,5,6]

SIZE

| Sign Number or Series | Conventional Road | Expressway/ Freeway |
|---|---|---|
| CW20[4], CW21, CW22, CW23, CW25 | 48" x 48" | 48" x 48" |
| CW1, CW2, CW7, CW8, CW9, CW11, CW14 | 36" x 36" | 48" x 48" |
| CW3, CW4, CW5, CW6, CW8-3, CW10, CW12 | 48" x 48" | 48" x 48" |

SPACING

| Posted Speed | Sign Spacing "X" Δ |
|---|---|
| MPH | Feet (Apprx.) |
| 30 | 120 |
| 35 | 160 |
| 40 | 240 |
| 45 | 320 |
| 50 | 400 |
| 55 | 500 [2] |
| 60 | 600 [2] |
| 65 | 700 [2] |
| 70 | 800 [2] |
| 75 | 900 [2] |
| 80 | 1000 [2] |
| * | * [3] |

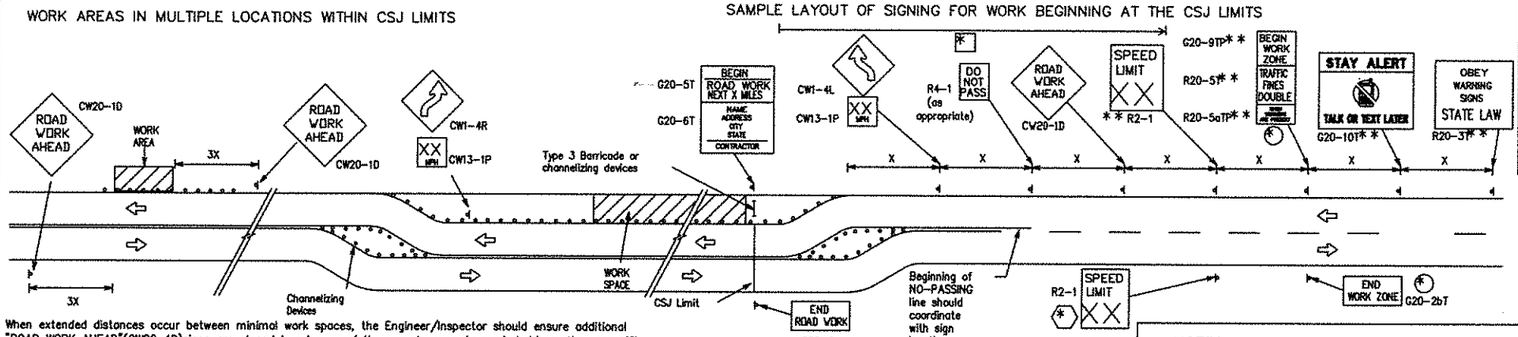
* For typical sign spacings on divided highways, expressways and freeways, see Part 6 of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) typical application diagrams or TCP Standard Sheets.

Δ Minimum distance from work area to first Advance Warning sign nearest the work area and/or distance between each additional sign.

## GENERAL NOTES

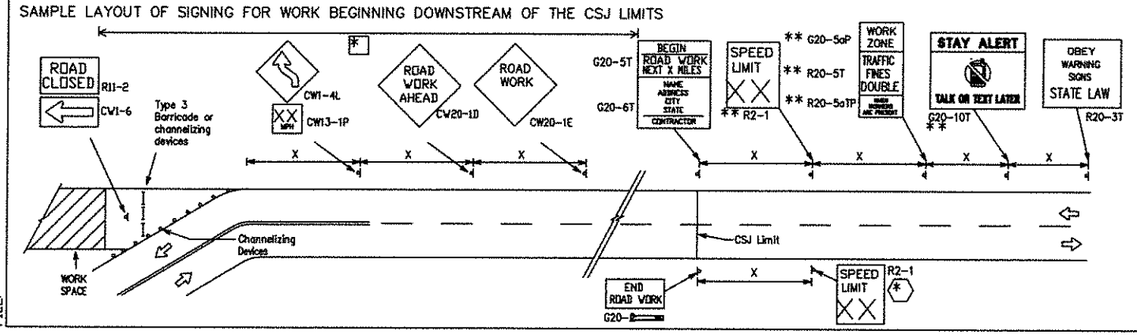
1. Special or larger size signs may be used as necessary.
2. Distance between signs should be increased as required to have 1500 feet advance warning.
3. Distance between signs should be increased as required to have 1/2 mile or more advance warning.
4. 36" x 36" "ROAD WORK AHEAD" (CW20-1D)signs may be used on low volume crossroads at the discretion of the Engineer. See Note 2 under "Typical Location of Crossroad Signs".
5. Only diamond shaped warning sign sizes are indicated.
6. See sign size listing in "TMUTCD", Sign Appendix or the "Standard Highway Sign Designs for Texas" manual for complete list of available sign design sizes.

## WORK AREAS IN MULTIPLE LOCATIONS WITHIN CSJ LIMITS




When extended distances occur between minimal work spaces, the Engineer/Inspector should ensure additional "ROAD WORK AHEAD"(CW20-1D)signs are placed in advance of these work areas to remind drivers they are still within the project limits. See the applicable TCP sheets for exact location and spacing of signs and channelizing devices.

## SAMPLE LAYOUT OF SIGNING FOR WORK BEGINNING DOWNSTREAM OF THE CSJ LIMITS




## SAMPLE LAYOUT OF SIGNING FOR WORK BEGINNING AT THE CSJ LIMITS

## NOTES

The Contractor shall determine the appropriate distance to be placed on the G20-1 series signs and "BEGIN ROAD WORK NEXT X MILES"(G20-5T)sign for each specific project. This distance shall replace the "X" and shall be rounded to the nearest whole mile with the approval of the Engineer. No decimals shall be used.

The "BEGIN WORK ZONE"(G20-9TP) and "END WORK ZONE" (G20-2bT) shall be used as shown on the sample layout when advance signs are required outside the CSJ Limits. They inform the motorist of entering or leaving a part of the work zone lying outside the CSJ Limits where traffic fines may double if workers are present.

** Required CSJ Limit signing. See Note 10 on BC(1). TRAFFIC FINES DOUBLE signs will not be required on projects consisting solely of mobile operations work.

* Area for placement of "ROAD WORK AHEAD" (CW20-1D)sign and other signs or devices as called for on the Traffic Control Plan.

* Contractor will install a regulatory speed limit sign at the end of the work zone.

## LEGEND

| | |
|---|---|
| ⊢⊣ | Type 3 Barricade |
| ○○○ | Channelizing Devices |
| | Sign |
| X | See Typical Construction Warning Sign Size and Spacing chart or the TMUTCD for sign spacing requirements. |

SHEET 2 OF 12

Texas Department of Transportation | Traffic Operations Division Standard

# BARRICADE AND CONSTRUCTION PROJECT LIMIT

# BC(2)-14

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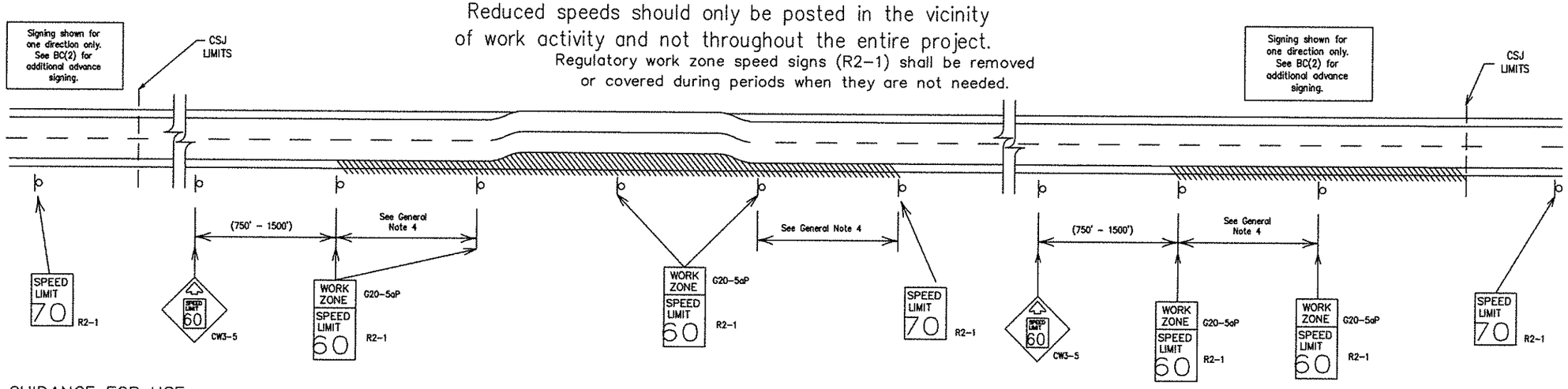
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# TYPICAL APPLICATION OF WORK ZONE SPEED LIMIT SIGNS

Work zone speed limits shall be regulatory, established in accordance with the "Procedures for Establishing Speed Zones," and approved by the Texas Transportation Commission, or by City Ordinance when within Incorporated City Limits.

Reduced speeds should only be posted in the vicinity of work activity and not throughout the entire project.
Regulatory work zone speed signs (R2-1) shall be removed or covered during periods when they are not needed.




## GUIDANCE FOR USE:

### LONG/INTERMEDIATE TERM WORK ZONE SPEED LIMITS

This type of work zone speed limit should be included on the design of the traffic control plans when restricted geometrics with a lower design speed are present in the work zone and modification of the geometrics to a higher design speed is not feasible.

Long/Intermediate Term Work Zone Speed Limit signs, when approved as described above, should be posted and visible to the motorist when work activity is present. Work activity may also be defined as a change in the roadway that requires a reduced speed for motorists to safely negotiate the work area, including:

a) rough road or damaged pavement surface
b) substantial alteration of roadway geometrics (diversions)
c) construction detours
d) grade
e) width
f) other conditions readily apparent to the driver

As long as any of these conditions exist, the work zone speed limit signs should remain in place.

### SHORT TERM WORK ZONE SPEED LIMITS

This type of work zone speed limit may be included on the design of the traffic control plans when workers or equipment are not behind concrete barrier, when work activity is within 10 feet of the traveled way or actually in the travelled way.

Short Term Work Zone Speed Limit signs should be posted and visible to the motorists only when work activity is present. When work activity is not present, signs shall be removed or covered.
(See Removing or Covering on BC(4)).

### GENERAL NOTES

1. Regulatory work zone speed limits should be used only for sections of construction projects where speed control is of major importance.
2. Regulatory work zone speed limit signs shall be placed on supports at a 7 foot minimum mounting height.
3. Speed zone signs are illustrated for one direction of travel and are normally posted for each direction of travel.
4. Frequency of work zone speed limit signs should be:
   40 mph and greater 0.2 to 2 miles
   35 mph and less 0.2 to 1 mile
5. Regulatory speed limit signs shall have black legend and border on a white reflective background (See "Reflective Sheeting" on BC(4)).
6. Fabrication, erection and maintenance of the "ADVANCE SPEED LIMIT"(CW3-5)sign, "WORK ZONE"(G20-5aP) plaque and the "SPEED LIMIT"(R2-1)signs shall not be paid for directly, but shall be considered subsidiary to Item 502.
7. Turning signs from view, laying signs over or down will not be allowed, unless as otherwise noted under "REMOVING OR COVERING" on BC(4).
8. Techniques that may help reduce traffic speeds include but are not limited to:
   A. Law enforcement.
   B. Flagger stationed next to sign.
   C. Portable changeable message sign (PCMS).
   D. Low-power (drone) radar transmitter.
   E. Speed monitor trailers or signs.
9. Speeds shown on details above are for illustration only. Work Zone Speed Limits should only be posted as approved for each project.
10. For more specific guidance concerning the type of work, work zone conditions and factors impacting allowable regulatory construction speed zone reduction see TxDOT form #1204 in the TxDOT e-form system.



Texas Department of Transportation | Traffic Operations Division Standard

## BARRICADE AND CONSTRUCTION WORK ZONE SPEED LIMIT

## BC(3)-14

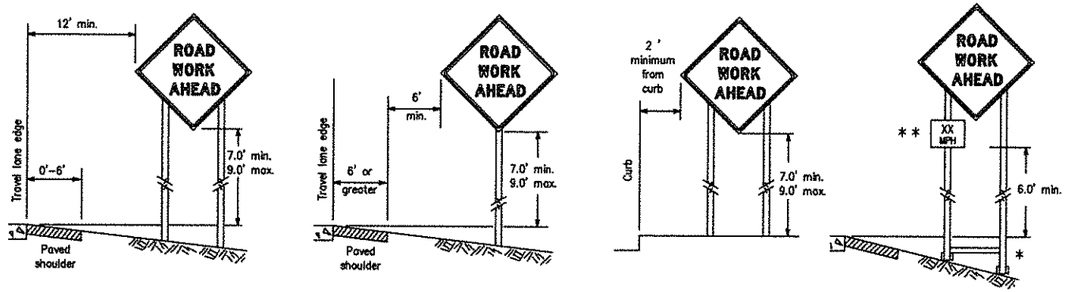
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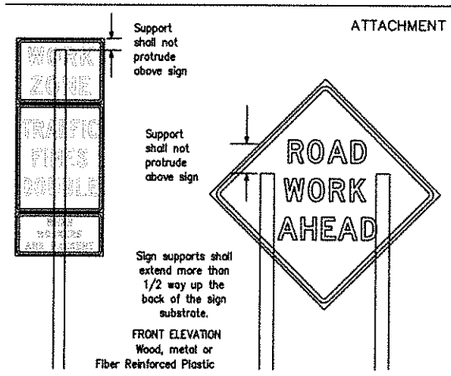
## TYPICAL MINIMUM CLEARANCES FOR LONG TERM AND INTERMEDIATE TERM SIGNS

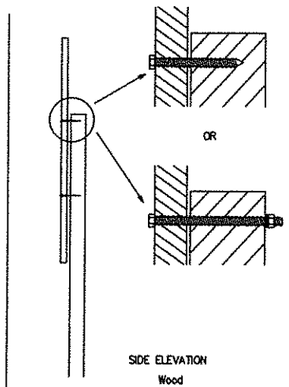



* When placing skid supports on unlevel ground, the leg post lengths must be adjusted so the sign appears straight and plumb. Objects shall NOT be placed under skids as a means of leveling.

** When ploques are placed on dual-leg supports, they should be attached to the upright nearest the travel lane. Supplemental ploques (advisory or distance) should not cover the surface of the parent sign.

## ATTACHMENT FOR SIGN SUPPORTS



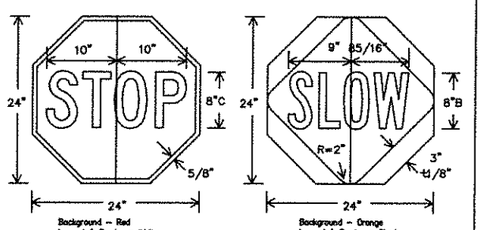

Attachment to wooden supports will be by bolts and nuts or screws. Use TxDOT's or manufacturer's recommended procedures for attaching sign substrates to other types of sign supports

Nails shall NOT be allowed. Each sign shall be attached directly to the sign support. Multiple signs shall not be joined or spliced by any means. Wood supports shall not be extended or repaired by splicing or other means.

Splicing embedded perforated square metal tubing in order to extend post height will only be allowed when the splice is made using four bolts, two above and two below the spice point. Splice must be located entirely behind the sign substrate, not near the base of the support. Splice insert lengths should be at least 5 times nominal post size, centered on the splice and of at least the same gauge material.

## STOP/SLOW PADDLES

1. STOP/SLOW paddles are the primary method to control traffic by flaggers. The STOP/SLOW paddle size should be 24" x 24" as detailed below.
2. When used at night, the STOP/SLOW paddle shall be retroreflectorized.
3. STOP/SLOW paddles may be attached to a staff with a minimum length of 8' to the bottom of the sign.
4. Any lights incorporated into the STOP or SLOW paddle faces shall only be as specifically described in Section 6E.03 Hand Signaling Devices in the TMUTCD.




## CONTRACTOR REQUIREMENTS FOR MAINTAINING PERMANENT SIGNS WITHIN THE PROJECT LIMITS

1. Permanent signs are used to give notice of traffic laws or regulations, call attention to conditions that are potentially hazardous to traffic operations, show route designations, destinations, directions, distances, services, points of interest, and other geographical, recreational, or cultural information. Drivers proceeding through a work zone need the same, if not better route guidance as normally installed on a roadway without construction.
2. When permanent regulatory or warning signs conflict with work zone conditions, remove or cover the permanent signs until the permanent sign message matches the roadway condition.
3. When existing permanent signs are moved and relocated due to construction purposes, they shall be visible to motorists at all times.
4. If existing signs are to be relocated on their original supports, they shall be installed on crashworthy bases as shown on the SMD Standard sheets. The signs shall meet the required mounting heights shown on the BC Sheets or the SMD Standards. This work should be paid for under the appropriate pay item for relocating existing signs.
5. If permanent signs are to be removed and relocated using temporary supports, the Contractor shall use crashworthy supports as shown on the BC sheets or the CWZTCD. The signs shall meet the required mounting heights shown on the BC Sheets or the SMD Standards during construction. This work should be paid for under the appropriate pay item for relocating existing signs.
6. Any sign or traffic control device that is struck or damaged by the Contractor or his/her construction equipment shall be replaced as soon as possible by the Contractor to ensure proper guidance for the motorists. This will be subsidiary to Item 502.

## GENERAL NOTES FOR WORK ZONE SIGNS

1. Contractor shall install and maintain signs in a straight and plumb condition and/or as directed by the Engineer.
2. Wooden sign posts shall be painted white.
3. Barricades shall NOT be used as sign supports.
4. All signs shall be installed in accordance with the plans or as directed by the Engineer. Signs shall be used to regulate, warn, and guide the traveling public safely through the work zone.
5. The Contractor may furnish either the sign design shown in the plans or in the "Standard Highway Sign Designs for Texas" (SHSD). The Engineer/Inspector may require the Contractor to furnish other work zone signs that are shown in the TMUTCD but may have been omitted from the plans. Any variation in the plans shall be documented by written agreement between the Engineer and the Contractor's Responsible Person. All changes must be documented in writing before being implemented. This can include documenting the changes in the Inspector's TxDOT diary and having both the Inspector and Contractor initial and date the agreed upon changes.
6. The Contractor shall furnish sign supports listed in the "Compliant Work Zone Traffic Control Device List" (CWZTCD). The Contractor shall install the sign support in accordance with the manufacturer's recommendations. If there is a question regarding installation procedures, the Contractor shall furnish the Engineer a copy of the manufacturer's installation recommendations so the Engineer can verify the correct procedures are being followed.
7. The Contractor is responsible for installing signs on approved supports and replacing signs with damaged or cracked substrates and/or damaged or marred reflective sheeting as directed by the Engineer/Inspector.
8. Identification markings may be shown only on the back of the sign substrate. The maximum height of letters and/or company logos used for identification shall be 1 inch.
9. The Contractor shall replace damaged wood posts. New or damaged wood sign posts shall not be spliced.

## DURATION OF WORK (as defined by the "Texas Manual on Uniform Traffic Control Devices" Part 6)

1. The types of sign supports, sign mounting height,the size of signs, and the type of sign substrates can vary based on the type of work being performed. The Engineer is responsible for selecting the appropriate size sign for the type of work being performed. The Contractor is responsible for ensuring the sign support, sign mounting height and substrate meets manufacturer's recommendations in regard to crashworthiness and duration of work requirements.
   a. Long-term stationary – work that occupies a location more than 3 days.
   b. Intermediate-term stationary – work that occupies a location more than one daylight period up to 3 days, or nighttime work lasting more than one hour.
   c. Short-term stationary – daytime work that occupies a location for more than 1 hour in a single daylight period.
   d. Short, duration – work that occupies a location up to 1 hour.
   e. Mobile – work that moves continuously or intermittently (stopping for up to approximately 15 minutes.)

## SIGN MOUNTING HEIGHT

1. The bottom of Long-term/Intermediate-term signs shall be at least 7 feet, but not more than 9 feet, above the paved surface, except as shown for supplemental plaques mounted below other signs.
2. The bottom of Short-term/Short Duration signs shall be a minimum of 1 foot above the pavement surface but no more than 2 feet above the ground.
3. Long-term/Intermediate-term Signs may be used in lieu of Short-term/Short Duration signing.
4. Short-term/Short Duration signs shall be used only during daylight and shall be removed at the end of the workday or raised to appropriate Long-term/Intermediate sign height.
5. Regulatory signs shall be mounted at least 7 feet, but not more than 9 feet, above the paved surface regardless of work duration.

## SIZE OF SIGNS

1. The Contractor shall furnish the sign sizes shown on BC (2) unless otherwise shown in the plans or as directed by the Engineer.

## SIGN SUBSTRATES

1. The Contractor shall ensure the sign substrate is installed in accordance with the manufacturer's recommendations for the type of sign support that is being used. The CWZTCD lists each substrate that can be used on the different types and models of sign supports.
2. "Mesh" type materials are NOT an approved sign substrate, regardless of the tightness of the weave.
3. All wooden individual sign panels fabricated from 2 or more pieces shall have one or more plywood cleat, 1/2" thick by 6" wide, fastened to the back of the sign and extending fully across the sign. The cleat shall be attached to the back of the sign using wood screws that do not penetrate the face of the sign panel. The screws shall be placed on both sides of the splice and spaced at 6" centers. The Engineer may approve other methods of splicing the sign face.

## REFLECTIVE SHEETING

1. All signs shall be retroreflective and constructed of sheeting meeting the color and retro-reflectivity requirements of DMS-8300 for rigid signs or DMS-8310 for roll-up signs. The web address for DMS specifications is shown on BC(1).
2. White sheeting, meeting the requirements of DMS-8300 Type A, shall be used for signs with a white background.
3. Orange sheeting, meeting the requirements of DMS-8300 Type B or Type C, shall be used for rigid signs with orange backgrounds.

## SIGN LETTERS

1. All sign letters and numbers shall be clear, and open rounded type uppercase alphabet letters as approved by the Federal Highway Administration (FHWA) and as published in the "Standard Highway Sign Design for Texas" manual. Signs, letters and numbers shall be of first class workmanship in accordance with Department Standards and Specifications.

## REMOVING OR COVERING

1. When sign messages may be confusing or do not apply, the signs shall be removed or completely covered.
2. Long-term stationary or intermediate stationary signs installed on square metal tubing may be turned away from traffic 90 degrees when the sign message is not applicable. This technique may not be used for signs installed in the median of divided highways or near any intersections where the sign may be seen from approaching traffic.
3. Signs installed on wooden skids shall not be turned at 90 degree angles to the roadway. These signs should be removed or completely covered when not required.
4. When signs are covered, the material used shall be opaque, such as heavy mil black plastic, or other materials which will cover the entire sign face and maintain their opaque properties under automobile headlights at night, without damaging the sign sheeting.
5. Burlap shall NOT be used to cover signs.
6. Duct tape or other adhesive material shall NOT be affixed to a sign face.
7. Signs and anchor stubs shall be removed and holes backfilled upon completion of work.

## SIGN SUPPORT WEIGHTS

1. Where sign supports require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand should be used.
2. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight.
3. Rock, concrete, iron, steel or other solid objects shall not be permitted for use as sign support weights.
4. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs.
5. Sandbags shall be made of a durable material that tears upon vehicular impact. Rubber (such as tire inner tubes) shall NOT be used.
6. Rubber ballasts designed for channelizing devices should not be used for ballast on portable sign supports. Sign supports designed and manufactured with rubber bases may be used when shown on the CWZTCD list.
7. Sandbags shall only be placed along or laid over the base supports of the traffic control device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners. Sandbags shall be placed along the length of the skids to weigh down the sign support.
8. Sandbags shall NOT be placed under the skid and shall not be used to level sign supports placed on slopes.

## FLAGS ON SIGNS

1. Flags may be used to draw attention to warning signs. When used the flag shall be 16 inches square or larger and shall be orange or fluorescent red-orange in color. Flags shall not be allowed to cover any portion of the sign face.



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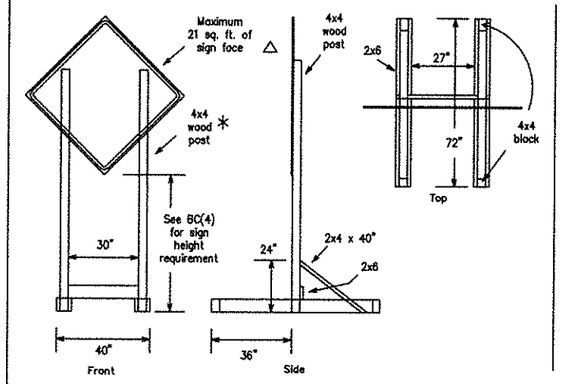
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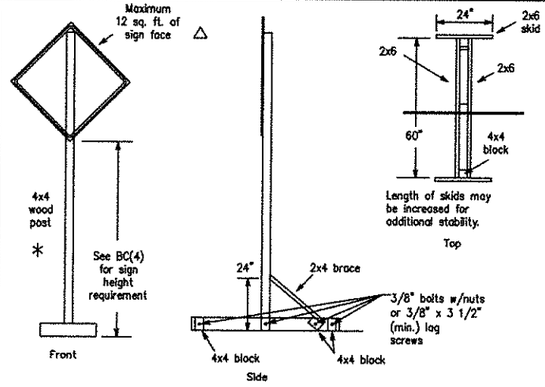
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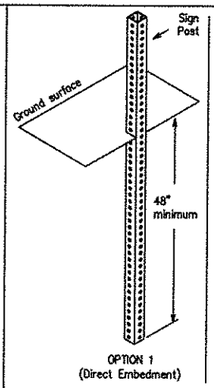
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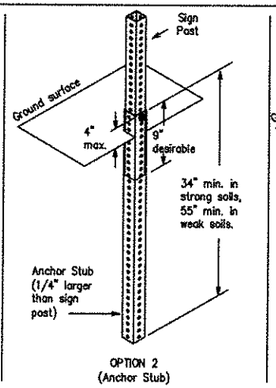


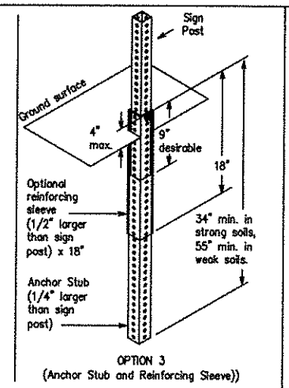




## SKID MOUNTED WOOD SIGN SUPPORTS

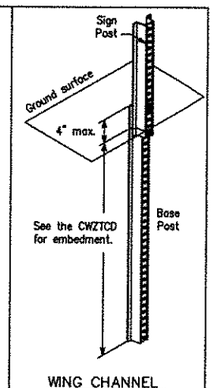
LONG/INTERMEDIATE TERM STATIONARY – PORTABLE SKID MOUNTED SIGN SUPPORTS □



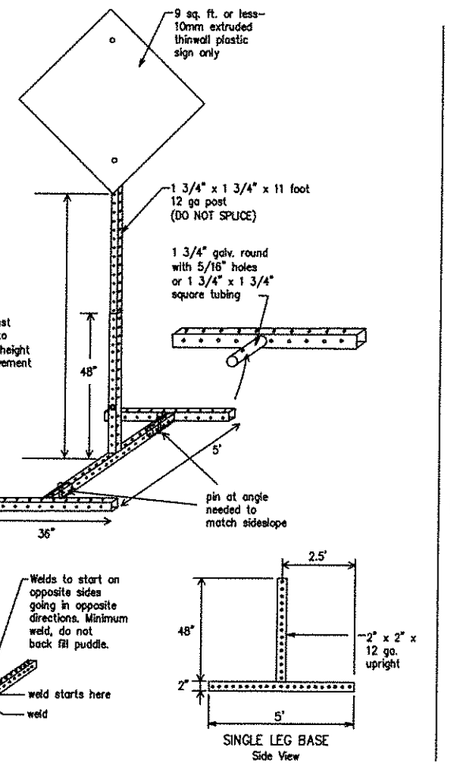

PERFORATED SQUARE METAL TUBING

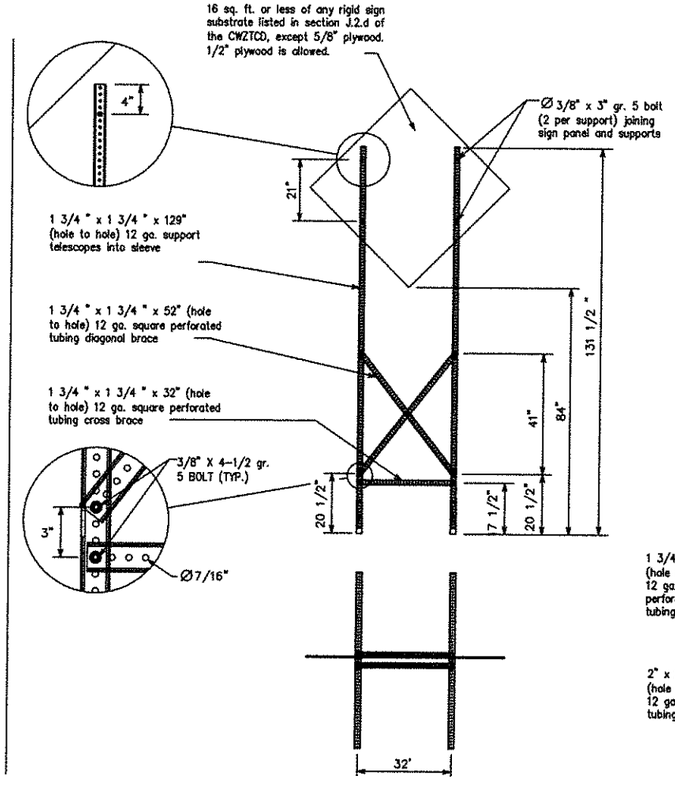


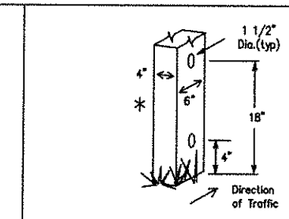

WING CHANNEL
Lap-splice/base bolted anchor

## GROUND MOUNTED SIGN SUPPORTS

Refer to the CWZTCD and the manufacturer's installation procedure for each type sign support.
The maximum sign square footage shall adhere to the manufacturer's recommendation.
Two post installations can be used for larger signs.

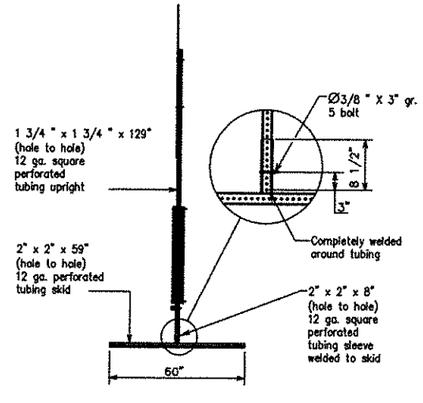



| Nominal Post Size | Number of Posts | Maximum Sq. feet of Sign Face | Minimum Soil Embedment | Drilled Hole(s) Required |
|---|---|---|---|---|
| 4 x 4 | 1 | 12 | 36" | NO |
| 4 x 4 | 2 | 21 | 36" | NO |
| 4 x 6 | 1 | 21 | 36" | YES |
| 4 x 6 | 2 | 36 | 36" | YES |

WOOD POST SYSTEM FOR GROUND MOUNTED SIGN SUPPORTS




## WEDGE ANCHORS

Both steel and plastic Wedge Anchor Systems as shown on the SMD Standard Sheets may be used as temporary sign supports for signs up to 10 square feet of sign face. They may be set in concrete or in sturdy soils if approved by the Engineer. (See web address for "Traffic Engineering Standard Sheets" on BC(1)).

## OTHER DESIGNS

MORE DETAILS OF APPROVED LONG/INTERMEDIATE AND SHORT TERM SUPPORTS CAN BE FOUND ON THE CWZTCD LIST. SEE BC(1) FOR WEBSITE LOCATION.

## GENERAL NOTES

1. Nails may be used in the assembly of wooden sign supports, but 3/8" bolts with nuts or 3/8" x 3 1/2" lag screws must be used on every joint for final connection.
2. No more than 2 sign posts shall be placed within a 7 ft. circle, except for specific materials noted on the CWZTCD List.
3. When project is completed, all sign supports and foundations shall be removed from the project site. This will be considered subsidiary to Item 502.

□ See BC(4) for definition of "Work Duration."

* Wood sign posts MUST be one piece. Splicing will NOT be allowed. Posts shall be painted white.

△ See the CWZTCD for the type of sign substrate that can be used for each approved sign support.

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Texas Department of Transportation — Traffic Operations Division Standard

## BARRICADE AND CONSTRUCTION TYPICAL SIGN SUPPORT

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WHEN NOT IN USE, REMOVE THE PCMS FROM THE RIGHT-OF-WAY OR PLACE THE PCMS BEHIND BARRIER OR GUARDRAIL WITH SIGN PANEL TURNED PARALLEL TO TRAFFIC

## PORTABLE CHANGEABLE MESSAGE SIGNS

1. The Engineer/Inspector shall approve all messages used on portable changeable message signs (PCMS).
2. Messages on PCMS should contain no more than 8 words (about four to eight characters per word), not including simple words such as "TO," "FOR," "AT," etc.
3. Messages should consist of a single phase, or two phases that alternate. Three-phase messages are not allowed. Each phase of the message should convey a single thought, and must be understood by itself.
4. Use the word "EXIT" to refer to an exit ramp on a freeway; i.e., "EXIT CLOSED." Do not use the term "RAMP."
5. Always use the route or interstate designation (IH, US, SH, FM) along with the number when referring to a roadway.
6. When in use the bottom of a stationary PCMS message panel should be a minimum 7 feet above the roadway, where possible.
7. The message term "WEEKEND" should be used only if the work is to start on Saturday morning and end by Sunday evening at midnight. Actual days and hours of work should be displayed on the PCMS if work is to begin on Friday evening and/or continue into Monday morning.
8. The Engineer/Inspector may select one of two options which are available for displaying a two-phase message on a PCMS. Each phase may be displayed for either four seconds each or for three seconds each.
9. Do not "flash" messages or words included in a message. The message should be steady burn or continuous while displayed.
10. Do not present redundant information on a two-phase message; i.e., keeping two lines of the message the same and changing the third line.
11. Do not use the word "Danger" in message.
12. Do not display the message "LANES SHIFT LEFT" or "LANES SHIFT RIGHT" on a PCMS. Drivers do not understand the message.
13. Do not display messages that scroll horizontally or vertically across the face of the sign.
14. The following table lists abbreviated words and two-word phrases that are acceptable for use on a PCMS. Both words in a phrase must be displayed together. Words or phrases not on this list should not be abbreviated, unless shown in the TMUTCD.
15. PCMS character height should be at least 18 inches for trailer mounted units. They should be visible from at least 1/2 (.5) mile and the text should be legible from at least 600 feet at night and 800 feet in daylight. Truck mounted units must have a character height of 10 inches and must be legible from at least 400 feet.
16. Each line of text should be centered on the message board rather than left or right justified.
17. If disabled, the PCMS should default to an illegible display that will not alarm motorists and will only be used to alert workers that the PCMS has malfunctioned. A pattern such as a series of horizontal solid bars is appropriate.

| WORD OR PHRASE | ABBREVIATION |
|---|---|
| Access Road | ACCS RD |
| Alternate | ALT |
| Avenue | AVE |
| Best Route | BEST RTE |
| Boulevard | BLVD |
| Bridge | BRDG |
| Cannot | CANT |
| Center | CTR |
| Construction Ahead | CONST AHD |
| CROSSING | XING |
| Detour Route | DETOUR RTE |
| Do Not | DONT |
| East | E |
| Eastbound | (route) E |
| Emergency | EMER |
| Emergency Vehicle | EMER VEH |
| Entrance, Enter | ENT |
| Express Lane | EXP LN |
| Expressway | EXPWY |
| XXXX Feet | XXXX FT |
| Fog Ahead | FOG AHD |
| Freeway | FRWY, FWY |
| Freeway Blocked | FWY BLKD |
| Friday | FRI |
| Hazardous Driving | HAZ DRIVING |
| Hazardous Material | HAZMAT |
| High-Occupancy | HOV |
| Vehicle Highway | HWY |
| Hour(s) | HR, HRS |
| Information | INFO |
| It Is | ITS |
| Junction | JCT |
| Left | LFT |
| Left Lane | LFT LN |
| Lane Closed | LN CLOSED |
| Lower Level | LWR LEVEL |
| Maintenance | MAINT |

| WORD OR PHRASE | ABBREVIATION |
|---|---|
| Major | MAJ |
| Miles | MI |
| Miles Per Hour | MPH |
| Minor | MNR |
| Monday | MON |
| Normal | NORM |
| North | N |
| Northbound | (route) N |
| Parking | PKING |
| Road | RD |
| Right Lane | RT LN |
| Saturday | SAT |
| Service Road | SERV RD |
| Shoulder | SHLDR |
| Slippery | SLIP |
| South | S |
| Southbound | (route) S |
| Speed | SPD |
| Street | ST |
| Sunday | SUN |
| Telephone | PHONE |
| Temporary | TEMP |
| Thursday | THURS |
| To Downtown | TO DWNTN |
| Traffic | TRAF |
| Travelers | TRVLRS |
| Tuesday | TUES |
| Time Minutes | TIME MIN |
| Upper Level | UPR LEVEL |
| Vehicles (s) | VEH, VEHS |
| Warning | WARN |
| Wednesday | WED |
| Weight Limit | WT LIMIT |
| West | W |
| Westbound | (route) W |
| Wet Pavement | WET PVMT |
| Will Not | WONT |

Roadway designation ≠ IH-number, US-number, SH-number, FM-number

# RECOMMENDED PHASES AND FORMATS FOR PCMS MESSAGES DURING ROADWORK ACTIVITIES

(The Engineer may approve other messages not specifically covered here.)

## Phase 1: Condition Lists

### Road/Lane/Ramp Closure List

- FREEWAY CLOSED X MILE
- ROAD CLOSED AT SH XXX
- ROAD CLSD AT FM XXXX
- RIGHT X LANES CLOSED
- CENTER LANE CLOSED
- NIGHT LANE CLOSURES
- VARIOUS LANES CLOSED
- EXIT CLOSED
- MALL DRIVEWAY CLOSED
- XXXXXXXX BLVD CLOSED
- FRONTAGE ROAD CLOSED
- SHOULDER CLOSED XXX FT
- RIGHT LN CLOSED XXX FT
- RIGHT X LANES OPEN
- DAYTIME LANE CLOSURES
- I-XX SOUTH EXIT CLOSED
- EXIT XXX CLOSED X MILE
- RIGHT LN TO BE CLOSED
- X LANES CLOSED TUE – FRI

### Other Condition List

- ROADWORK XXX FT
- FLAGGER XXXX FT
- RIGHT LN NARROWS XXXX FT
- MERGING TRAFFIC XXXX FT
- LOOSE GRAVEL XXXX FT
- DETOUR X MILE
- ROADWORK PAST SH XXXX
- BUMP XXXX FT
- TRAFFIC SIGNAL XXXX FT
- ROAD REPAIRS XXXX FT
- LANE NARROWS XXXX FT
- TWO-WAY TRAFFIC XX MILE
- CONST TRAFFIC XXX FT
- UNEVEN LANES XXXX FT
- ROUGH ROAD XXXX FT
- ROADWORK NEXT FRI-SUN
- US XXX EXIT X MILES
- LANES SHIFT *

* LANES SHIFT in Phase 1 must be used with STAY IN LANE in Phase 2.

## Phase 2: Possible Component Lists

### Action to Take/Effect on Travel List

- MERGE RIGHT
- DETOUR NEXT X EXITS
- USE EXIT XXX
- STAY ON US XXX SOUTH
- TRUCKS USE US XXX N
- WATCH FOR TRUCKS
- EXPECT DELAYS
- REDUCE SPEED XXX FT
- USE OTHER ROUTES
- STAY IN LANE *
- FORM X LINES RIGHT
- USE XXXXX RD EXIT
- USE EXIT I-XX NORTH
- USE I-XX E TO I-XX N
- WATCH FOR TRUCKS
- EXPECT DELAYS
- PREPARE TO STOP
- END SHOULDER USE
- WATCH FOR WORKERS

### Location List

- AT FM XXXX
- BEFORE RAILROAD CROSSING
- NEXT X MILES
- PAST US XXX EXIT
- XXXXXXX TO XXXXXXX
- US XXX TO FM XXXX

### Warning List

- SPEED LIMIT XX MPH
- MAXIMUM SPEED XX MPH
- MINIMUM SPEED XX MPH
- ADVISORY SPEED XX MPH
- RIGHT LANE EXIT
- USE CAUTION
- DRIVE SAFELY
- DRIVE WITH CARE

### ** Advance Notice List

- TUE-FRI XX AM-X PM
- APR XX-XX X PM-X AM
- BEGINS MONDAY
- BEGINS MAY XX
- MAY X-X XX PM - XX AM
- NEXT FRI-SUN
- XX AM TO XX PM
- NEXT TUE AUG XX
- TONIGHT XX PM-XX AM

* LANES SHIFT in Phase 1 must be used with STAY IN LANE in Phase 2.

** See Application Guidelines Note 6.

### APPLICATION GUIDELINES

1. Only 1 or 2 phases are to be used on a PCMS.
2. The 1st phase (or both) should be selected from the "Road/Lane/Ramp Closure List" and the "Other Condition List".
3. A 2nd phase can be selected from the "Action to Take/Effect on Travel, Location, General Warning, or Advance Notice Phase Lists".
4. A Location Phase is necessary only if a distance or location is not included in the first phase selected.
5. If two PCMS are used in sequence, they must be separated by a minimum of 1000 ft. Each PCMS shall be limited to two phases, and should be understandable by themselves.
6. For advance notice, when the current date is within seven days of the actual work date, calendar days should be replaced with days of the week. Advance notification should typically be for no more than one week prior to the work.

### WORDING ALTERNATIVES

1. The words RIGHT, LEFT and ALL can be interchanged as appropriate.
2. Roadway designations IH, US, SH, FM and LP can be interchanged as appropriate.
3. EAST, WEST, NORTH and SOUTH (or abbreviations E, W, N and S) can be interchanged as appropriate.
4. Highway names and numbers replaced as appropriate.
5. ROAD, HIGHWAY and FREEWAY can be interchanged as needed.
6. AHEAD may be used instead of distances if necessary.
7. FT and MI, MILE and MILES interchanged as appropriate.
8. AT, BEFORE and PAST interchanged as needed.
9. Distances or AHEAD can be eliminated from the message if a location phase is used.

PCMS SIGNS WITHIN THE R.O.W. SHALL BE BEHIND GUARDRAIL OR CONCRETE BARRIER OR SHALL HAVE A MINIMUM OF FOUR (4) PLASTIC DRUMS PLACED PERPENDICULAR TO TRAFFIC ON THE UPSTREAM SIDE OF THE PCMS, WHEN EXPOSED TO ONE DIRECTION OF TRAFFIC. WHEN EXPOSED TO TWO WAY TRAFFIC, THE FOUR DRUMS SHOULD BE PLACED WITH ONE DRUM AT EACH OF THE FOUR CORNERS OF THE UNIT.

### FULL MATRIX PCMS SIGNS

1. When Full Matrix PCMS signs are used, the character height and legibility/visibility requirements shall be maintained as listed in Note 15 under "PORTABLE CHANGEABLE MESSAGE SIGNS" above.
2. When symbol signs, such as the "Flagger Symbol"(CW20-7) are represented graphically on the Full Matrix PCMS sign and, with the approval of the Engineer, it shall maintain the legibility/visibility requirement listed above.
3. When symbol signs are represented graphically on the Full Matrix PCMS, they shall only supplement the use of the static sign represented, and shall not substitute for, or replace that sign.
4. A full matrix PCMS may be used to simulate a flashing arrow board provided it meets the visibility, flash rate and dimming requirements on BC(7), for the same size arrow.



Texas Department of Transportation

Traffic Operations Division Standard

# BARRICADE AND CONSTRUCTION PORTABLE CHANGEABLE MESSAGE SIGN (PCMS)

## BC(6)-14

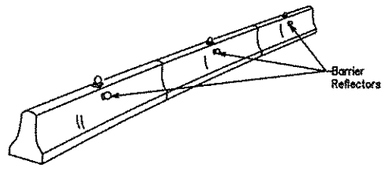
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| ©TxDOT November 2002 | CONT | SECT | JOB | HIGHWAY |
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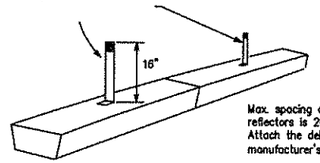
1. Barrier Reflectors shall be pre-qualified, and conform to the color and reflectivity requirements of DMS-8600. A list of prequalified Barrier Reflectors can be found at the Material Producer List web address shown on BC(1).
2. Color of Barrier Reflectors shall be as specified in the TMUTCD. The cost of the reflectors shall be considered subsidiary to Item 512.




CONCRETE TRAFFIC BARRIER (CTB)

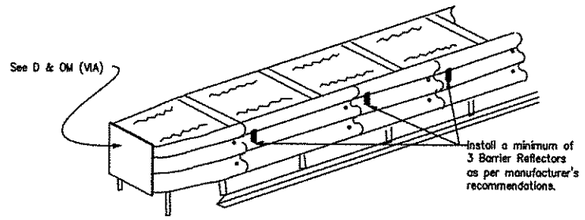
3. Where traffic is on one side of the CTB, two (2) Barrier Reflectors shall be mounted in approximately the midsection of each section of CTB. An alternate mounting location is uniformly spaced at one end of each CTB. This will allow for attachment of a barrier grapple without damaging the reflector. The Barrier Reflector mounted on the side of the CTB shall be located directly below the reflector mounted on top of the barrier, as shown in the detail above.
4. Where CTB separates two-way traffic, three barrier reflectors shall be mounted on each section of CTB. The reflector unit on top shall have two yellow reflective faces (Bi-Directional)while the reflectors on each side of the barrier shall have one yellow reflective face, as shown in the detail above.
5. When CTB separates traffic traveling in the same direction, no barrier reflectors will be required on top of the CTB.
6. Barrier Reflector units shall be yellow or white in color to match the edgeline being supplemented.
7. Maximum spacing of Barrier Reflectors is forty (40) feet.
8. Pavement markers or temporary flexible-reflective roadway marker tabs shall NOT be used as CTB delineation.
9. Attachment of Barrier Reflectors to CTB shall be per manufacturer's recommendations.
10. Missing or damaged Barrier Reflectors shall be replaced as directed by the Engineer.
11. Single slope barriers shall be delineated as shown on the above detail.

Barrier Reflector on
16" tall plastic bracket




Max. spacing of barrier reflectors is 20 feet.
Attach the delineators as per manufacturer's recommendations.

LOW PROFILE CONCRETE BARRIER (LPCB)

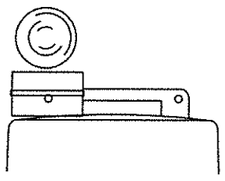


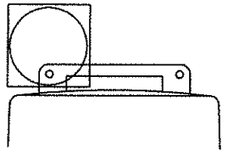

DELINEATION OF END TREATMENTS

END TREATMENTS FOR
CTB'S USED
IN WORK ZONES

End treatments used on CTB's in work zones shall meet crashworthy standards as defined in the National Cooperative Highway Research Report 350. Refer to the CWZTCD List for approved end treatments and manufacturers.

# BARRIER REFLECTORS FOR CONCRETE TRAFFIC BARRIER AND ATTENUATORS





Warning reflector may be round or square.Must have a yellow reflective surface area of at least 30 square inches

WARNING LIGHTS

1. Warning lights shall meet the requirements of the TMUTCD.
2. Warning lights shall NOT be installed on barricades.
3. Type A-Low Intensity Flashing Warning Lights are commonly used with drums. They are intended to warn of or mark a potentially hazardous area. Their use shall be as indicated on this sheet and/or other sheets of the plans by the designation "FL". The Type A Warning Lights shall not be used with signs manufactured with Type B or C Sheeting, meeting the requirements of Departmental Material Specification DMS-8300.
4. Type-C and Type D 360 degree Steady Burn Lights are intended to be used in a series for delineation to supplement other traffic control devices. Their use shall be as indicated on this sheet and/or other sheets of the plans by the designation "SB".
5. The Engineer/Inspector or the plans shall specify the location and type of warning lights to be installed on the traffic control devices.
6. When required by the Engineer, the Contractor shall furnish a copy of the warning lights certification. The warning light manufacturer will certify the warning lights meet the requirements of the latest ITE Purchase Specifications for Flashing and Steady-Burn Warning Lights.
7. When used to delineate curves, Type-C and Type D Steady Burn Lights should only be placed on the outside of the curve, not the inside.
8. The location of warning lights and warning reflectors on drums shall be as shown elsewhere in the plans.

WARNING LIGHTS MOUNTED ON PLASTIC DRUMS

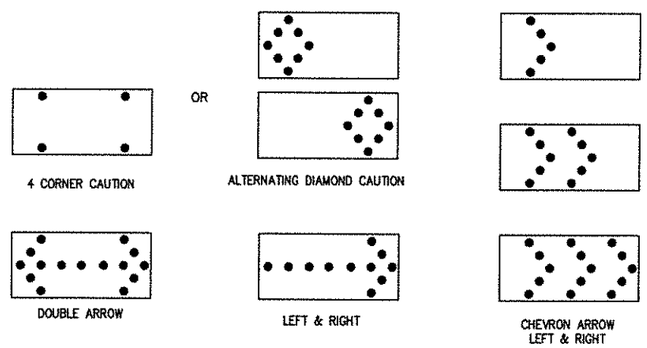
1. Type A flashing warning lights are intended to warn drivers that they are approaching or are in a potentially hazardous area.
2. Type A random flashing warning lights are not intended for delineation and shall not be used in a series.
3. A series of sequential flashing warning lights placed on channelizing devices to form a merging taper may be used for delineation. If used, the successive flashing of the sequential warning lights should occur from the beginning of the taper to the end of the merging taper in order to identify the desired vehicle path. The rate of flashing for each light shall be 65 flashes per minute, plus or minus 10 flashes.
4. Type C and D steady-burn warning lights are intended to be used in a series to delineate the edge of the travel lane on detours, on lane changes, on lane closures, and on other similar conditions.
5. Type A, Type C and Type D warning lights shall be installed at locations as detailed on other sheets in the plans.
6. Warning lights shall not be installed on a drum that has a sign, chevron or vertical panel.
7. The maximum spacing for warning lights on drums should be identical to the channelizing device spacing.

WARNING REFLECTORS MOUNTED ON PLASTIC DRUMS AS A SUBSTITUTE FOR TYPE C (STEADY BURN) WARNING LIGHTS

1. A warning reflector or approved substitute may be mounted on a plastic drum as a substitute for a Type C, steady burn warning light at the discretion of the Contractor unless otherwise noted in the plans.
2. The warning reflector shall be yellow in color and shall be manufactured using a sign substrate approved for use with plastic drums listed on the CWZTCD.
3. The warning reflector shall have a minimum retroreflective surface area (one-side) of 30 square inches.
4. Round reflectors shall be fully reflectorized, including the area where attached to the drum.
5. Square substrates must have a minimum of 30 square inches of reflectorized sheeting. They do not have to be reflectorized where it attaches to the drum.
6. The side of the warning reflector facing approaching traffic shall have sheeting meeting the color and retroreflectivity requirements for DMS 8300-Type B or Type C.
7. When used near two-way traffic, both sides of the warning reflector shall be reflectorized.
8. The warning reflector should be mounted on the side of the handle nearest approaching traffic.
9. The maximum spacing for warning reflectors should be identical to the channelizing device spacing requirements.

Arrow Boards may be located behind channelizing devices in place for a shoulder taper or merging taper, otherwise they shall be delineated with four (4) channelizing devices placed perpendicular to traffic on the upstream side of traffic.

1. The Flashing Arrow Board should be used for all lane closures on multi-lane roadways, or slow moving maintenance or construction activities on the travel lanes.
2. Flashing Arrow Boards should not be used on two-lane, two-way roadways, detours, diversions or work on shoulders unless the "CAUTION" display (see detail below) is used.
3. The Engineer/Inspector shall choose all appropriate signs, barricades and/or other traffic control devices that should be used in conjunction with the Flashing Arrow Board.4. The Flashing Arrow Board should be able to display the following symbols:




5. The "CAUTION" display consists of four corner lamps flashing simultaneously, or the Alternating Diamond Caution mode as shown.
6. The straight line caution display is NOT ALLOWED.7. The Flashing Arrow Board shall be capable of minimum 50 percent dimming from rated lamp voltage.
   The flashing rate of the lamps shall not be less than 25 nor more than 40 flashes per minute.
8. Minimum lamp "on time" shall be approximately 50 percent for the flashing arrow and equal intervals of 25 percent for each sequential phase of the flashing chevron.
9. The sequential arrow display is NOT ALLOWED.
10. The flashing arrow display is the TxDOT standard; however, the sequential Chevron display may be used during daylight operations.11. The Flashing Arrow Board shall be mounted on a vehicle, trailer or other suitable support.
12. A Flashing Arrow Board SHALL NOT BE USED to laterally shift traffic.
13. A full matrix PCMS may be used to simulate a Flashing Arrow Board provided it meets visibility, flash rate and dimming requirements on this sheet for the same size arrow.14. Minimum mounting height of trailer mounted Arrow Boards should be 7 feet from roadway to bottom of panel.

| REQUIREMENTS | | | |
|---|---|---|---|
| TYPE | MINIMUM SIZE | MINIMUM NUMBER OF PANEL LAMPS | MINIMUM VISIBILITY DISTANCE |
| B | 30 x 60 | 13 | 3/4 mile |
| C | 48 x 96 | 15 | 1 mile |

| ATTENTION |
|---|
| Flashing Arrow Boards shall be equipped with automatic dimming devices. |

WHEN NOT IN USE, REMOVE THE ARROW BOARD FROM THE RIGHT-OF-WAY OR PLACE THE ARROW BOARD BEHIND CONCRETE TRAFFIC BARRIER OR GUARDRAIL.

# FLASHING ARROW BOARDS

TRUCK-MOUNTED ATTENUATORS

1. Truck-mounted attenuators (TMA) used on TxDOT facilities must meet the requirements outlined in the National Cooperative Highway Research Report No. 350 (NCHRP 350) or the Manual for Assessing Safety Hardware (MASH).
2. Refer to the CWZTCD for the requirements of Level 2 or Level 3 TMAs.
3. Refer to the CWZTCD for a list of approved TMAs.
4. TMAs are required on freeways unless otherwise noted in the plans.
5. A TMA should be used anytime that it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the work performance.
6. The only reason a TMA should not be required is when a work area is spread down the roadway and the work crew is on extended distance from the TMA.



Texas Department of Transportation

Traffic Operations Division Standard

# BARRICADE AND CONSTRUCTION ARROW PANEL, REFLECTORS, WARNING LIGHTS & ATTENUATOR

# BC(7)-14

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## GENERAL NOTES

1. For long term stationary work zones on freeways, drums shall be used as the primary channelizing device.
2. For intermediate term stationary work zones on freeways, drums should be used as the primary channelizing device but may be replaced in tangent sections by vertical panels, or 42" two-piece cones. In tangent sections one-piece cones may be used with the approval of the Engineer but only if personnel are present on the project at all times to maintain the cones in proper position and location.
3. For short term stationary work zones on freeways, drums are the preferred channelizing device but may be replaced in tapers, transitions and tangent sections by vertical panels, two-piece cones or one-piece cones as approved by the Engineer.
4. Drums and all related items shall comply with the requirements of the current version of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) and the "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
5. Drums, bases, and related materials shall exhibit good workmanship and shall be free from objectionable marks or defects that would adversely affect their appearance or serviceability.
6. The Contractor shall have a maximum of 24 hours to replace any plastic drums identified for replacement by the Engineer/Inspector. The replacement device must be an approved device.

## GENERAL DESIGN REQUIREMENTS

Pre-qualified plastic drums shall meet the following requirements:

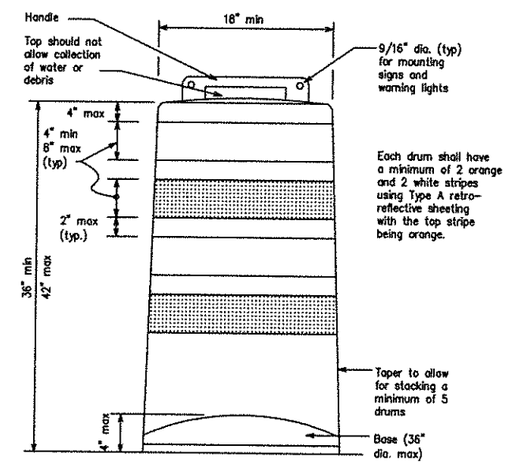
1. Plastic drums shall be a two-piece design; the "body" of the drum shall be the top portion and the "base" shall be the bottom.
2. The body and base shall lock together in such a manner that the body separates from the base when impacted by a vehicle traveling at a speed of 20 MPH or greater but prevents accidental separation due to normal handling and/or air turbulence created by passing vehicles.
3. Plastic drums shall be constructed of lightweight flexible, and deformable materials. The Contractor shall NOT use metal drums or single piece plastic drums as channelization devices or sign supports.
4. Drums shall present a profile that is a minimum of 18 inches in width at the 36 inch height when viewed from any direction. The height of drum unit (body installed on base) shall be a minimum of 36 inches and a maximum of 42 inches.
5. The top of the drum shall have a built-in handle for easy pickup and shall be designed to drain water and not collect debris. The handle shall have a minimum of two widely spaced 9/16 inch diameter holes to allow attachment of a warning light, warning reflector unit or approved compliant sign.
6. The exterior of the drum body shall have a minimum of four alternating orange and white retroreflective circumferential stripes not less than 4 inches nor greater than 8 inches in width. Any non-reflectorized space between any two adjacent stripes shall not exceed 2 inches in width.
7. Bases shall have a maximum width of 36 inches, a maximum height of 4 inches, and a minimum of two footholds of sufficient size to allow base to be held down while separating the drum body from the base.
8. Plastic drums shall be constructed of ultra-violet stabilized, orange, high-density polyethylene (HDPE) or other approved material.
9. Drum body shall have a maximum unballasted weight of 11 lbs.
10. Drum and base shall be marked with manufacturer's name and model number.

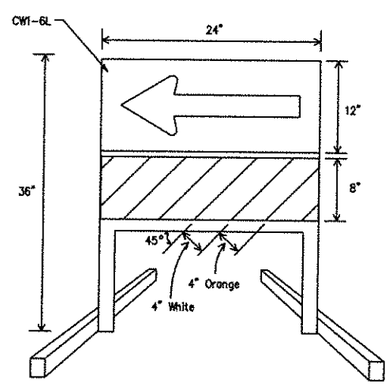
## RETROREFLECTIVE SHEETING

1. The stripes used on drums shall be constructed of sheeting meeting the color and retroreflectivity requirements of Departmental Materials Specification DMS-8300, "Sign Face Materials." Type A reflective sheeting shall be supplied unless otherwise specified in the plans.
2. The sheeting shall be suitable for use on and shall adhere to the drum surface such that, upon vehicular impact, the sheeting shall remain adhered in-place and exhibit no delaminating, cracking, or loss of retroreflectivity other than that loss due to abrasion of the sheeting surface.

## BALLAST

1. Unballasted bases shall be large enough to hold up to 50 lbs. of sand. This base, when filled with the ballast material, should weigh between 35 lbs (minimum) and 50 lbs (maximum). The ballast may be sand in one to three sandbags separate from the base, sand in a sand-filled plastic base, or other ballasting devices as approved by the Engineer. Stocking of sandbags will be allowed, however height of sandbags above pavement surface may not exceed 12 inches.
2. Bases with built-in ballast shall weigh between 40 lbs. and 50 lbs. Built-in ballast can be constructed of an integral crumb rubber base or a solid rubber base.
3. Recycled truck tire sidewalls may be used for ballast on drums approved for this type of ballast on the CWZTCD list.
4. The ballast shall not be heavy objects, water, or any material that would become hazardous to motorists, pedestrians, or workers when the drum is struck by a vehicle.
5. When used in regions susceptible to freezing, drums shall have drainage holes in the bottoms so that water will not collect and freeze becoming a hazard when struck by a vehicle.
6. Ballast shall not be placed on top of drums.
7. Adhesives may be used to secure base of drums to pavement.

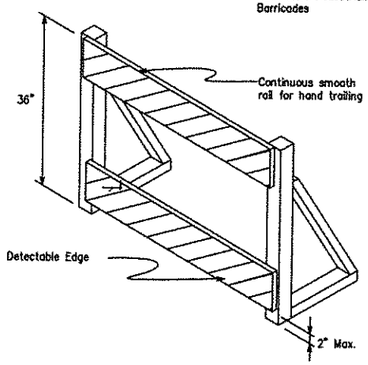



## DIRECTION INDICATOR BARRICADE

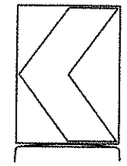
1. The Direction Indicator Barricade may be used in tapers, transitions, and other areas where specific directional guidance to drivers is necessary.
2. If used, the Direction Indicator Barricade should be used in series to direct the driver through the transition and into the intended travel lane.
3. The Direction Indicator Barricade shall consist of One-Direction Large Arrow (CW1-6) sign in the size shown with a black arrow on a background of Type B or Type C Orange retroreflective sheeting above a rail with Type A retroreflective sheeting in alternating 4" white and orange stripes sloping downward at an angle of 45 degrees in the direction road users are to pass. Sheeting types shall be as per DMS 8300.
4. Double arrows on the Direction Indicator Barricade will not be allowed.
5. Approved manufacturers are shown on the CWZTCD List. Ballast shall be as approved by the manufacturers instructions.

This detail is not intended for fabrication. See note 3 and the CWZTCD list for providers of approved Detectable Pedestrian Barricades

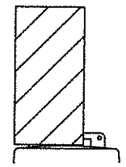



## DETECTABLE PEDESTRIAN BARRICADES

1. When existing pedestrian facilities are disrupted, closed, or relocated in a TTC zone, the temporary facilities shall be detectable and include accessibility features consistent with the features present in the existing pedestrian facility.
2. Where pedestrians with visual disabilities normally use the closed sidewalk, a device that is detectable by a person with a visual disability traveling with the aid of a long cane shall be placed across the full width of the closed sidewalk.3. Detectable pedestrian barricades similar to the one pictured above, longitudinal channelizing devices, some concrete barriers, and wood or chain link fencing with a continuous detectable edging can satisfactorily delineate a pedestrian path.4. Tape, rope, or plastic chain strung between devices are not detectable, do not comply with the design standards in the "Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG)" and should not be used as a control for pedestrian movements.5. Warning lights shall not be attached to detectable pedestrian barricades.
6. Detectable pedestrian barricades may use 8" nominal barricade rails as shown on BC(10) provided that the top rail provides a smooth continuous rail suitable for hand trailing with no splinters, burrs, or sharp edges.



18" x 24" Sign
(Maximum Sign Dimension)
Chevron CW1-8, Opposing Traffic Lane Divider, Driveway sign D70a, Keep Right R4 series or other signs as approved by Engineer



12" x 24" Vertical Panel mount with diagonals sloping down towards travel way

Plywood, Aluminum or Metal sign substrates shall NOT be used on plastic drums

## SIGNS, CHEVRONS, AND VERTICAL PANELS MOUNTED ON PLASTIC DRUMS

1. Signs used on plastic drums shall be manufactured using substrates listed on the CWZTCD.
2. Chevrons and other work zone signs with an orange background shall be manufactured with Type B or Type C Orange, sheeting meeting the color and retroreflectivity requirements of DMS-8300, "Sign Face Material," unless otherwise specified in the plans.
3. Vertical Panels shall be manufactured with orange and white sheeting meeting the requirements of DMS-8300 Type A Diagonal stripes on Vertical Panels shall slope down toward the intended traveled lane.
4. Other sign messages (text or symbolic) may be used as approved by the Engineer. Sign dimensions shall not exceed 18 inches in width or 24 inches in height, except for the R9 series signs discussed in note 8 below.
5. Signs shall be installed using a 1/2 inch bolt (nominal) and nut, two washers, and one locking washer for each connection.
6. Mounting bolts and nuts shall be fully engaged and adequately torqued. Bolts should not extend more than 1/2 inch beyond nuts.
7. Chevrons may be placed on drums on the outside of curves, on merging tapers or on shifting tapers. When used in these locations they may be placed on every drum or spaced not more than on every third drum. A minimum of three (3) should be used at each location called for in the plans.
8. R9-9, R9-10, R9-11 and R9-11a Sidewalk Closed signs which are 24 inches wide may be mounted on plastic drums, with approval of the Engineer.

SHEET 8 OF 12

Texas Department of Transportation | Traffic Operations Division Standard

# BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

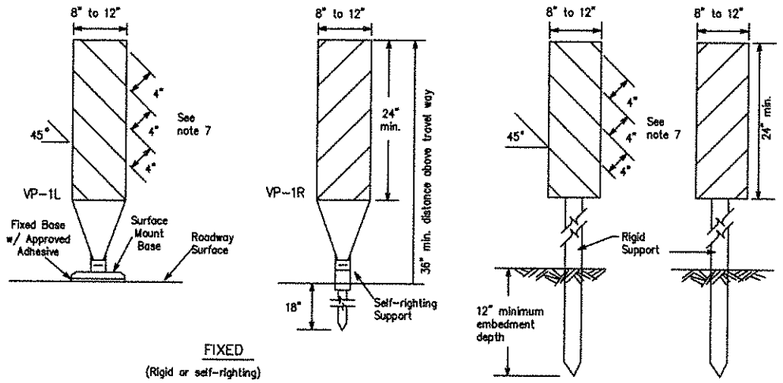
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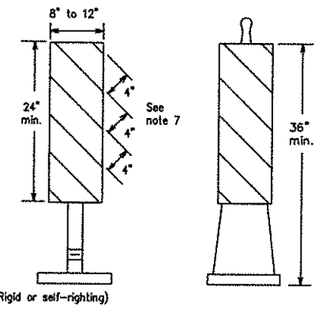
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FIXED

(Rigid or self-righting)

DRIVEABLE

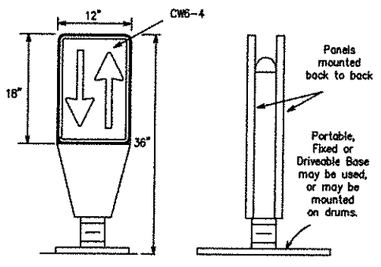



(Rigid or self-righting)

PORTABLE

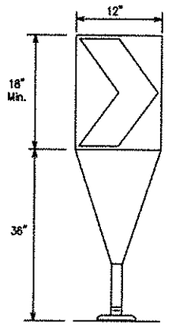
1. Vertical Panels (VP's) are normally used to channelize traffic or divide opposing lanes of traffic.
2. VP's may be used in daytime or nighttime situations. They may be used at the edge of shoulder drop-offs and other areas such as lane transitions where positive daytime and nighttime delineation is required. The Engineer/Inspector shall refer to the Roadway Design Manual Appendix B "Treatment of Pavement Drop-offs in Work Zones" for additional guidelines on the use of VP's for drop-offs.
3. VP's should be mounted back to back if used at the edge of cuts adjacent to two-way two lane roadways. Stripes are to be reflective orange and reflective white and should always slope downward toward the travel lane.
4. VP's used on expressways and freeways or other high speed roadways, may have more than 270 square inches of retroreflective area facing traffic.
5. Self-righting supports are available with portable base. See "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
6. Sheeting for the VP's shall be retroreflective Type A conforming to Departmental Material Specification DMS-8300, unless noted otherwise.
7. Where the height of reflective material on the vertical panel is 36 inches or greater, a panel stripe of 6 inches shall be used.

VERTICAL PANELS (VPs)




1. Opposing Traffic Lane Dividers (OTLD) are delineation devices designed to convert a normal one-way roadway section to two-way operation. OTLD's are used on temporary centerlines. The upward and downward arrows on the sign's face indicate the direction of traffic on either side of the divider. The base is secured to the pavement with an adhesive or rubber weight to minimize movement caused by a vehicle impact or wind gust.
2. The OTLD may be used in combination with 42" cones or VPs.
3. Spacing between the OTLD shall not exceed 500 feet. 42" cones or VPs placed between the OTLD's should not exceed 100 foot spacing.
4. The OTLD shall be orange with a black non-reflective legend. Sheeting for the OTLD shall be retroreflective Type B or Type C conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall meet the requirements of DMS-8300.

OPPOSING TRAFFIC LANE DIVIDERS (OTLD)



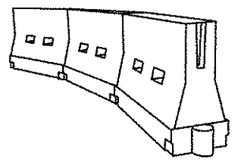

Fixed Base w/ Approved Adhesive (Driveable Base, or Flexible Support can be used)

1. The chevron shall be a vertical rectangle with a minimum size of 12 by 18 inches.
2. Chevrons are intended to give notice of a sharp change of alignment with the direction of travel and provide additional emphasis and guidance for vehicle operators with regard to changes in horizontal alignment of the roadway.
3. Chevrons, when used, shall be erected on the outside of a sharp curve or turn, or on the far side of an intersection. They shall be in line with and at right angles to approaching traffic. Spacing should be such that the motorist always has three in view, until the change in alignment eliminates its need.
4. To be effective, the chevron should be visible for at least 500 feet.
5. Chevrons shall be orange with a black nonreflective legend. Sheeting for the chevron shall be retroreflective Type B or Type C conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall meet the requirements of DMS-8300.
6. For Long Term Stationary use on tapers or transitions on freeways and divided highways self-righting chevrons may be used to supplement plastic drums but not to replace plastic drums.

CHEVRONS

GENERAL NOTES

1. Work Zone channelizing devices illustrated on this sheet may be installed in close proximity to traffic and are suitable for use on high or low speed roadways. The Engineer/Inspector shall ensure that spacing and placement is uniform and in accordance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
2. Channelizing devices shown on this sheet may have a driveable, fixed or portable base. The requirement for self-righting channelizing devices must be specified in the General Notes or other plan sheets.
3. Channelizing devices on self-righting supports should be used in work zone areas where channelizing devices are frequently impacted by errant vehicles or vehicle related wind gusts making alignment of the channelizing devices difficult to maintain. Locations of these devices shall be detailed elsewhere in the plans. These devices shall conform to the TMUTCD and the "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
4. The Contractor shall maintain devices in a clean condition and replace damaged, nonreflective, faded, or broken devices and bases as required by the Engineer/Inspector. The Contractor shall be required to maintain proper device spacing and alignment.
5. Portable bases shall be fabricated from virgin and/or recycled rubber. The portable bases shall weigh a minimum of 30 lbs.
6. Pavement surfaces shall be prepared in a manner that ensures proper bonding between the adhesives, the fixed mount bases and the pavement surface. Adhesives shall be prepared and applied according to the manufacturer's recommendations.
7. The installation and removal of channelizing devices shall not cause detrimental effects to the final pavement surfaces, including pavement surface discoloration or surface integrity. Driveable bases shall not be permitted on final pavement surfaces. The Engineer/Inspector shall approve all application and removal procedures of fixed bases.



LONGITUDINAL CHANNELIZING DEVICES (LCD)

1. LCDs are crashworthy, lightweight, deformable devices that are highly visible, have good target value and can be connected together. They are not designed to contain or redirect a vehicle on impact.
2. LCDs may be used instead of a line of cones or drums.
3. LCDs shall be placed in accordance to application and installation requirements specific to the device, and used only when shown on the CWZTCD list.
4. LCDs should not be used to provide positive protection for obstacles, pedestrians or workers.
5. LCDs shall be supplemented with retroreflective delineation as required for temporary barriers on BC(7) when placed roughly parallel to the travel lanes.
6. LCDs used as barricades placed perpendicular to traffic should have at least one row of reflective sheeting meeting the requirements for barricade rails as shown on BC(10) placed near the top of the LCD along the full length of the device.

WATER BALLASTED SYSTEMS USED AS BARRIERS

1. Water ballasted systems used as barriers shall not be used solely to channelize road users, but also to protect the work space per the appropriate NCHRP 350 crashworthiness requirements based on roadway speed and barrier application.
2. Water ballasted systems used to channelize vehicular traffic shall be supplemented with retroreflective delineation or channelizing devices to improve daytime/nighttime visibility. They may also be supplemented with pavement markings.
3. Water ballasted systems used as barriers shall be placed in accordance to application and installation requirements specific to the device, and used only when shown on the CWZTCD list.
4. Water ballasted systems used as barriers should not be used for a merging taper except in low speed (less than 45 MPH) urban areas. When used on a taper in a low speed urban area, the taper shall be delineated and the taper length should be designed to optimize road user operations considering the available geometric conditions.
5. When water ballasted systems used as barriers have blunt ends exposed to traffic, they should be attenuated as per manufacturer recommendations or flared to a point outside the clear zone.

If used to channelize pedestrians, longitudinal channelizing devices or water ballasted systems must have a continuous detectable bottom for users of long canes and the top of the unit shall not be less than 32 inches in height.

HOLLOW OR WATER BALLASTED SYSTEMS USED AS LONGITUDINAL CHANNELIZING DEVICES OR BARRIERS

** Taper lengths have been rounded off.
L=Length of Taper (FT.) W=Width of Offset (FT.)
S=Posted Speed (MPH)

SUGGESTED MAXIMUM SPACING OF CHANNELIZING DEVICES AND MINIMUM DESIRABLE TAPER LENGTHS



Texas Department of Transportation

Traffic Operations Division Standard

# BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

## BC(9)-14

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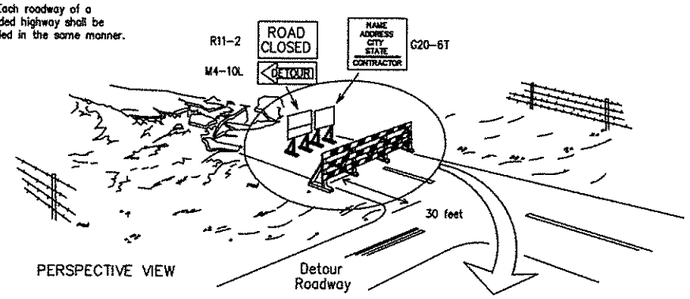
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## TYPE 3 BARRICADES

1. Refer to the Compliant Work Zone Traffic Control Devices List (CWZTCD) for details of the Type 3 Barricades and a list of all materials used in the construction of Type 3 Barricades.
2. Type 3 Barricades shall be used at each end of construction projects closed to all traffic.
3. Barricades extending across a roadway should have stripes that slope downward in the direction toward which traffic must turn in detouring. When both right and left turns are provided, the chevron striping may slope downward in both directions from the center of the barricade. Where no turns are provided at a closed road striping should slope downward in both directions toward the center of roadway.
4. Striping of rails, for the right side of the roadway, should slope downward to the left. For the left side of the roadway, striping should slope downward to the right.
5. Identification markings may be shown only on the back of the barricade rails. The maximum height of letters and/or company logos used for identification shall be 1".
6. Barricades shall not be placed parallel to traffic unless an adequate clear zone is provided.
7. Warning lights shall NOT be installed on barricades.
8. Where barricades require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand is recommended. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight. Sand bags shall not be stacked in a manner that covers any portion of a barricade rails reflective sheeting. Rock, concrete, iron, steel or other solid objects will NOT be permitted. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs. Sandbags shall be made of a durable material that tears upon vehicular impact. Rubber (such as tire inner tubes) shall not be used for sandbags. Sandbags shall only be placed along or upon the base supports of the device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners.
9. Sheeting for barricades shall be retroreflective Type A conforming to Departmental Material Specification DMS-8300 unless otherwise noted.

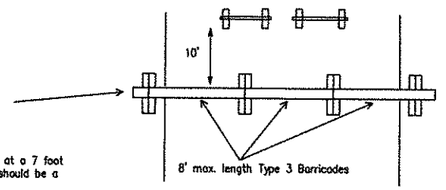
Barricades shall NOT be used as a sign support.

Each roadway of a divided highway shall be barricaded in the same manner.




PERSPECTIVE VIEW

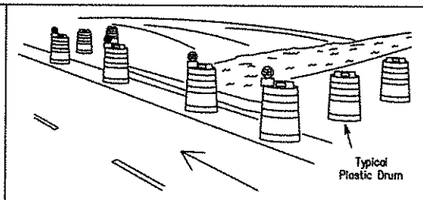
The three rails on Type 3 barricades shall be reflectorized orange and reflective white stripes on one side facing one-way traffic and both sides for two-way traffic.
Barricade striping should slant downward in the direction of detour.




PLAN VIEW

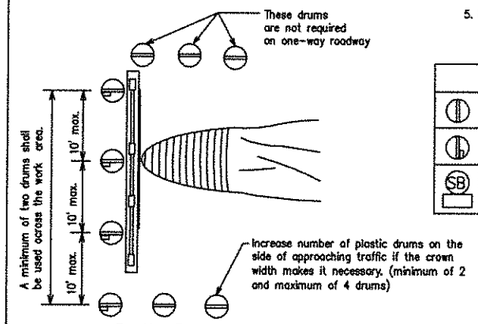
1. Signs should be mounted on independent supports at a 7 foot mounting height in center of roadway. The signs should be a minimum of 10 feet behind Type 3 Barricades.
2. Advance signing shall be as specified elsewhere in the plans.

## TYPE 3 BARRICADE (POST AND SKID) TYPICAL APPLICATION




PERSPECTIVE VIEW

1. Where positive redirectional capability is provided, drums may be omitted.
2. Plastic construction fencing may be used with drums for safety as required in the plans.
3. Vertical Panels on flexible support may be substituted for drums when the shoulder width is less than 4 feet.
4. When the shoulder width is greater than 12 feet, steady-burn lights may be omitted if drums are used.
5. Drums must extend the length of the culvert widening.

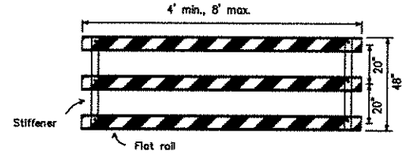



PLAN VIEW

| LEGEND | |
|---|---|
| | Plastic drum |
| | Plastic drum with steady burn light or yellow warning reflector |
| SB | Steady burn warning light or yellow warning reflector |

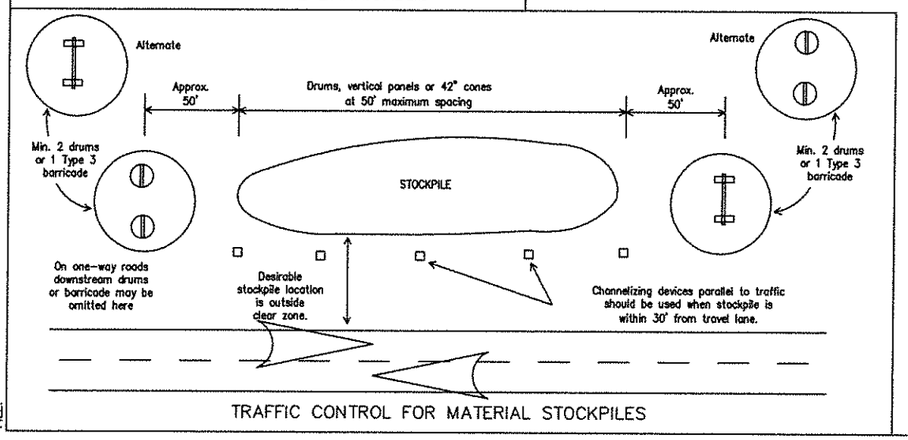
## CULVERT WIDENING OR OTHER ISOLATED WORK WITHIN THE PROJECT LIMITS

## TYPICAL STRIPING DETAIL FOR BARRICADE RAIL



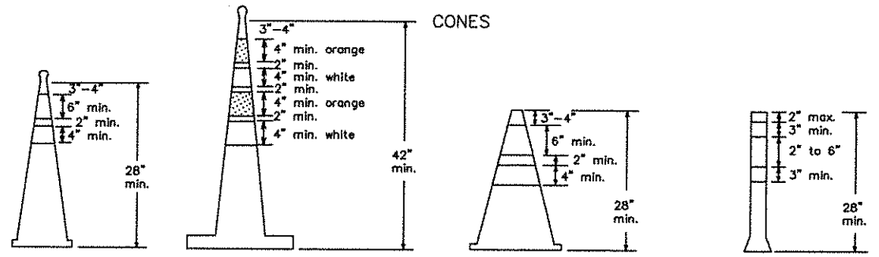

Stiffener may be inside or outside of support, but no more than 2 stiffeners shall be allowed on one barricade.

## TYPICAL PANEL DETAIL FOR SKID OR POST TYPE BARRICADES




## TRAFFIC CONTROL FOR MATERIAL STOCKPILES

## CONES



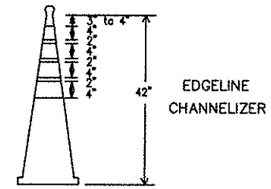

Two-Piece cones | One-Piece cones | Tubular Marker

28" Cones shall have a minimum weight of 9 1/2 lbs.

42" 2-piece cones shall have a minimum weight of 30 lbs. including base.

1. Traffic cones and tubular markers shall be predominantly orange, and meet the height and weight requirements shown above.
2. One-piece cones have the body and base of the cone molded in one consolidated unit. Two-piece cones have a cone shaped body and a separate rubber base, or ballast, that is added to keep the device upright and in place.
3. Two-piece cones may have a handle or loop extending up to 8" above the minimum height shown, in order to aid in retrieving the device.
4. Cones or tubular markers used at night shall have white or white and orange reflective bands as shown above. The reflective bands shall have a smooth, sealed outer surface and meet the requirements of Departmental Material Specification DMS-8300 Type A.
5. 28" cones and tubular markers are generally suitable for short duration and short-term stationary work as defined on BC(4). These should not be used for intermediate-term or long-term stationary work unless personnel is on-site to maintain them in their proper upright position.
6. 42" two-piece cones, vertical panels or drums are suitable for all work zone durations.
7. Cones or tubular markers used on each project should be of the same size and shape.

THIS DEVICE SHALL NOT BE USED ON PROJECTS LET AFTER MARCH 2014.




1. This device is intended only for use in place of a vertical panel to channelize traffic by indicating the edge of the travel lane. It is not intended to be used in transitions or tapers.
2. This device shall not be used to separate lanes of traffic (opposing or otherwise) or warn of objects.
3. This device is based on a 42 inch, two-piece cone with an alternate striping pattern: four 4 inch retroreflective bands, with an approximate 2 inch gap between bands. The color of the band should correspond to the color of the edgeline (yellow for left edgeline, white for right edgeline) for which the device is substituted or for which it supplements. The reflectorized bands shall be retroreflective Type A conforming to Departmental Material Specification DMS-8300, unless otherwise noted.
4. The base must weigh a minimum of 30 lbs.



Texas Department of Transportation | Traffic Operations Division Standard

# BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

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# WORK ZONE PAVEMENT MARKINGS

## GENERAL

1. The Contractor shall be responsible for maintaining work zone and existing pavement markings, in accordance with the standard specifications and special provisions, on all roadways open to traffic within the CSJ limits unless otherwise stated in the plans.
2. Color, patterns and dimensions shall be in conformance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
3. Additional supplemental pavement marking details may be found in the plans or specifications.
4. Pavement markings shall be installed in accordance with the TMUTCD and as shown on the plans.
5. When short term markings are required on the plans, short term markings shall conform with the TMUTCD, the plans and details as shown on the Standard Plan Sheet WZ(STPM).
6. When standard pavement markings are not in place and the roadway is opened to traffic, DO NOT PASS signs shall be erected to mark the beginning of the sections where passing is prohibited and PASS WITH CARE signs at the beginning of sections where passing is permitted.
7. All work zone pavement markings shall be installed in accordance with Item 662, "Work Zone Pavement Markings."

## RAISED PAVEMENT MARKERS

1. Raised pavement markers are to be placed according to the patterns on BC(12).
2. All raised pavement markers used for work zone markings shall meet the requirements of Item 672, "RAISED PAVEMENT MARKERS" and Departmental Material Specification DMS-4200 or DMS-4300.

## PREFABRICATED PAVEMENT MARKINGS

1. Removable prefabricated pavement markings shall meet the requirements of DMS-8241.
2. Non-removable prefabricated pavement markings (foil back) shall meet the requirements of DMS-8240.

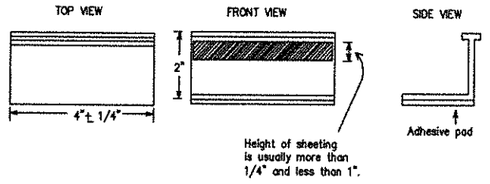
## MAINTAINING WORK ZONE PAVEMENT MARKINGS

1. The Contractor will be responsible for maintaining work zone pavement markings within the work limits.
2. Work zone pavement markings shall be inspected in accordance with the frequency and reporting requirements of work zone traffic control device inspections as required by Form 599.
3. The markings should provide a visible reference for a minimum distance of 300 feet during normal daylight hours and 160 feet when illuminated by automobile low-beam headlights at night, unless sight distance is restricted by roadway geometrics.
4. Markings failing to meet this criteria within the first 30 days after placement shall be replaced at the expense of the Contractor as per Specification Item 662.

## REMOVAL OF PAVEMENT MARKINGS

1. Pavement markings that are no longer applicable, could create confusion or direct a motorist toward or into the closed portion of the roadway shall be removed or obliterated before the roadway is opened to traffic.
2. The above shall not apply to detours in place for less than three days, where flaggers and/or sufficient channelizing devices are used in lieu of markings to outline the detour route.
3. Pavement markings shall be removed to the fullest extent possible, so as not to leave a discernable marking. This shall be by any method approved by TxDOT Specification Item 677 for "Eliminating Existing Pavement Markings and Markers".
4. The removal of pavement markings may require resurfacing or seal coating portions of the roadway as described in Item 677.
5. Subject to the approval of the Engineer, any method that proves to be successful on a particular type pavement may be used.
6. Blast cleaning may be used but will not be required unless specifically shown in the plans.
7. Over-painting of the markings SHALL NOT BE permitted.
8. Removal of raised pavement markers shall be as directed by the Engineer.
9. Removal of existing pavement markings and markers will be paid for directly in accordance with Item 677, "ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS," unless otherwise stated in the plans.
10. Black-out marking tape may be used to cover conflicting existing markings for periods less than two weeks when approved by the Engineer.

## Temporary Flexible-Reflective Roadway Marker Tabs




STAPLES OR NAILS SHALL NOT BE USED TO SECURE TEMPORARY FLEXIBLE-REFLECTIVE ROADWAY MARKER TABS TO THE PAVEMENT SURFACE

1. Temporary flexible-reflective roadway marker tabs used as guidemarks shall meet the requirements of DMS-8242.
2. Tabs detailed on this sheet are to be inspected and accepted by the Engineer or designated representative. Sampling and testing is not normally required, however at the option of the Engineer, either "A" or "B" below may be imposed to assure quality before placement on the roadway.
   A. Select five (5) or more tabs at random from each lot or shipment and submit to the Construction Division, Materials and Pavement Section to determine specification compliance.
   B. Select five (5) tabs and perform the following test. Affix five (5) tabs at 24 inch intervals on an asphaltic pavement in a straight line. Using a medium size passenger vehicle or pickup, run over the markers with the front and rear tires at a speed of 35 to 40 miles per hour, four (4) times in each direction. No more than one (1) out of the five (5) reflective surfaces shall be lost or displaced as a result of this test.
3. Small design variances may be noted between tab manufacturers.
4. See Standard Sheet WZ(STPM) for tab placement on new pavements. See Standard Sheet TCP(7-1) for tab placement on seal coat work.

## RAISED PAVEMENT MARKERS USED AS GUIDEMARKS

1. Raised pavement markers used as guidemarks shall be from the approved product list, and meet the requirements of DMS-4200.
2. All temporary construction raised pavement markers provided on a project shall be of the same manufacturer.
3. Adhesive for guidemarks shall be bituminous material hot applied or butyl rubber pad for all surfaces, or thermoplastic for concrete surfaces.

Guidemarks shall be designated as:
YELLOW - (two amber reflective surfaces with yellow body).
WHITE - (one silver reflective surface with white body).

| DEPARTMENTAL MATERIAL SPECIFICATIONS | |
|---|---|
| PAVEMENT MARKERS (REFLECTORIZED) | DMS-4200 |
| TRAFFIC BUTTONS | DMS-4300 |
| EPOXY AND ADHESIVES | DMS-6100 |
| BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS | DMS-6130 |
| PERMANENT PREFABRICATED PAVEMENT MARKINGS | DMS-8240 |
| TEMPORARY REMOVABLE, PREFABRICATED PAVEMENT MARKINGS | DMS-8241 |
| TEMPORARY FLEXIBLE, REFLECTIVE ROADWAY MARKER TABS | DMS-8242 |

A list of prequalified reflective raised pavement markers, non-reflective traffic buttons, roadway marker tabs and other pavement markings can be found at the Material Producer List web address shown on BC(1).



Texas Department of Transportation | Traffic Operations Division Standard

# BARRICADE AND CONSTRUCTION PAVEMENT MARKINGS

## BC(11)-14

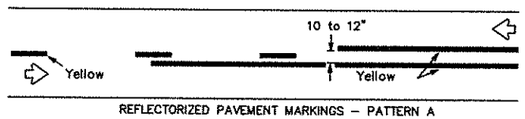
| FILE: bc-14.dgn | DN: TxDOT | CK: TxDOT | DW: TxDOT | CK: TxDOT |
|---|---|---|---|---|
| ©TxDOT February 1998 | CONT | SECT | JOB | HIGHWAY |
| REVISIONS | | | | |
| 2-98 9-07 | DIST | COUNTY | | SHEET NO. |
| 1-02 7-13 | 21 | HIDALGO | | 19 |
| 11-02 8-14 | | | | |
| 105 | | | | |

S:\2016\Hidalgo County\Grading Plans\Palm Subdivision Unit 2\dwg\Palm Subd Points.dwg, 2/7/2017 2:09:25 PM, KONICA MINOLTA C360SeriesPCL

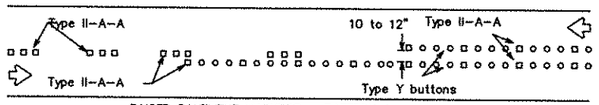
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DATE:
FILE:

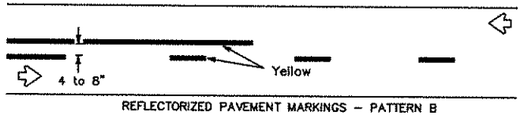
## PAVEMENT MARKING PATTERNS



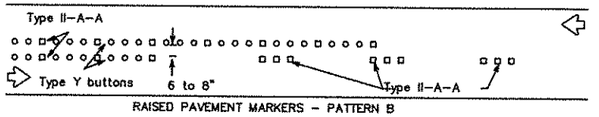

REFLECTORIZED PAVEMENT MARKINGS – PATTERN A




RAISED PAVEMENT MARKERS – PATTERN A



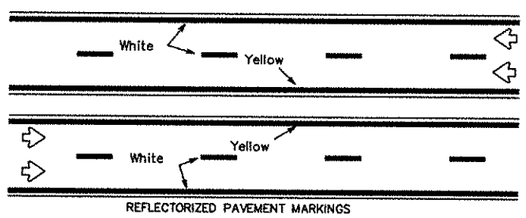

REFLECTORIZED PAVEMENT MARKINGS – PATTERN B



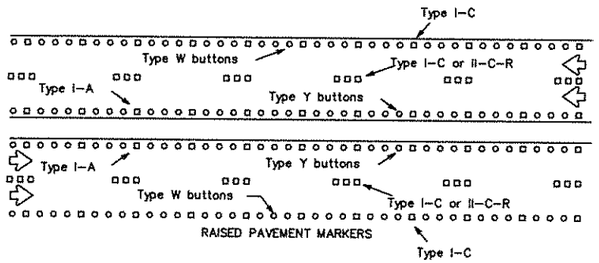

RAISED PAVEMENT MARKERS – PATTERN B

Pattern A is the TXDOT Standard, however Pattern B may be used if approved by the Engineer.
Prefabricated markings may be substituted for reflectorized pavement markings.

## CENTER LINE & NO-PASSING ZONE BARRIER LINES FOR TWO-LANE, TWO-WAY HIGHWAYS



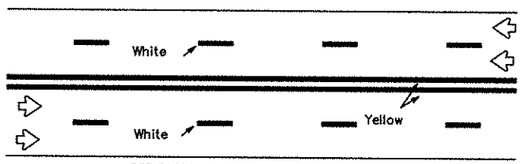

REFLECTORIZED PAVEMENT MARKINGS



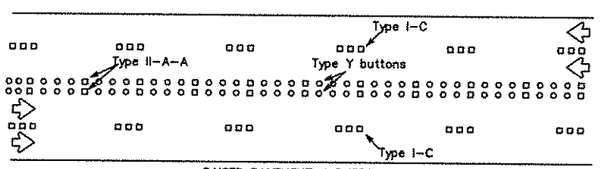

RAISED PAVEMENT MARKERS

Prefabricated markings may be substituted for reflectorized pavement markings.

## EDGE & LANE LINES FOR DIVIDED HIGHWAY



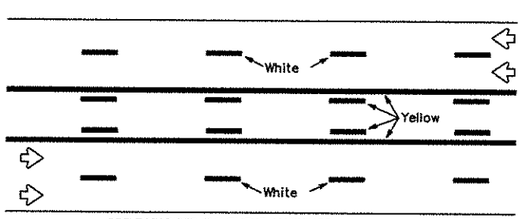

REFLECTORIZED PAVEMENT MARKINGS



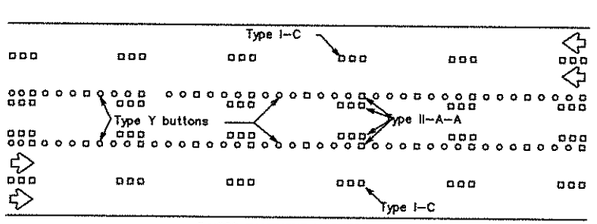

RAISED PAVEMENT MARKERS

Prefabricated markings may be substituted for reflectorized pavement markings.

## LANE & CENTER LINES FOR MULTILANE UNDIVIDED HIGHWAYS




REFLECTORIZED PAVEMENT MARKINGS

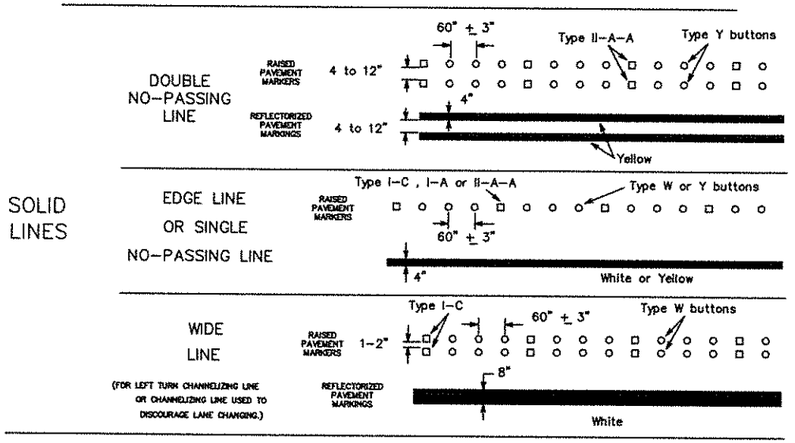



RAISED PAVEMENT MARKERS

Prefabricated markings may be substituted for reflectorized pavement markings.

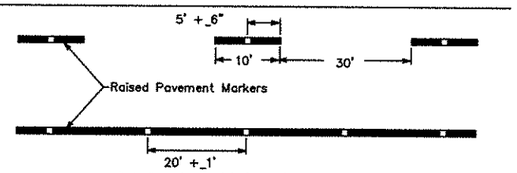
## TWO-WAY LEFT TURN LANE

## STANDARD WORK ZONE PAVEMENT MARKINGS DETAILS




### REMOVABLE MARKINGS WITH RAISED PAVEMENT MARKERS

If raised pavement markers are used to supplement REMOVABLE markings, the markers shall be applied to the top of the tape at the approximate mid length of tape used for broken lines or at 20 foot spacing for solid lines. This allows an easier removal of raised pavement markers and tape.




Centerline only – not to be used on edge lines

Raised pavement markers used as standard pavement markings shall be from the approved products list and meet the requirements of Item 672 "RAISED PAVEMENT MARKERS."

SHEET 12 OF 12

Traffic Operations Division Standard

# BARRICADE AND CONSTRUCTION PAVEMENT MARKING PATTERNS

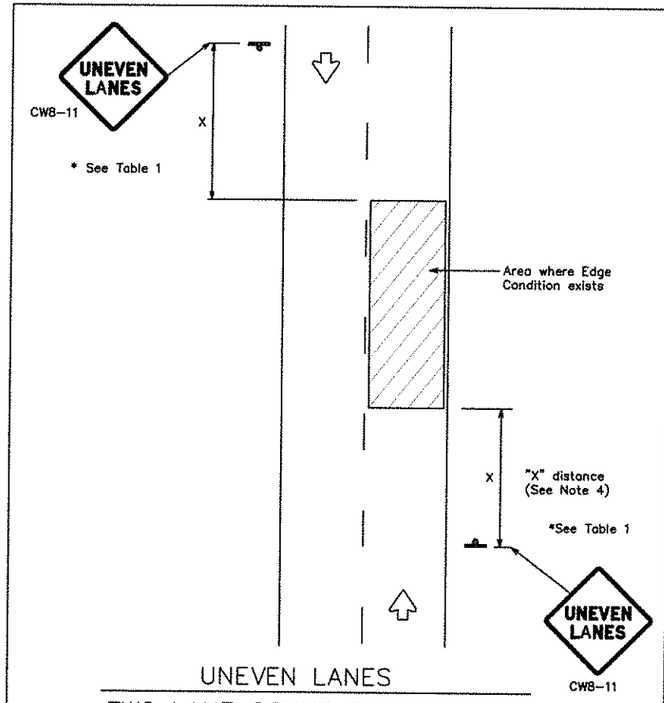
BC(12)-14

| FILE: bc-14.dgn | DN: TxDOT | CK: TxDOT | DW: TxDOT | CK: TxDOT |
|---|---|---|---|---|
| ©TxDOT February 1998 | CONT | SECT | JOB | HIGHWAY |
| REVISIONS | | | | |
| 1-97 9-07 | DIST | COUNTY | | SHEET NO. |
| 2-98 7-13 | 21 | HIDALGO | | 20 |
| 11-02 8-14 | | | | |
| 106 | | | | |

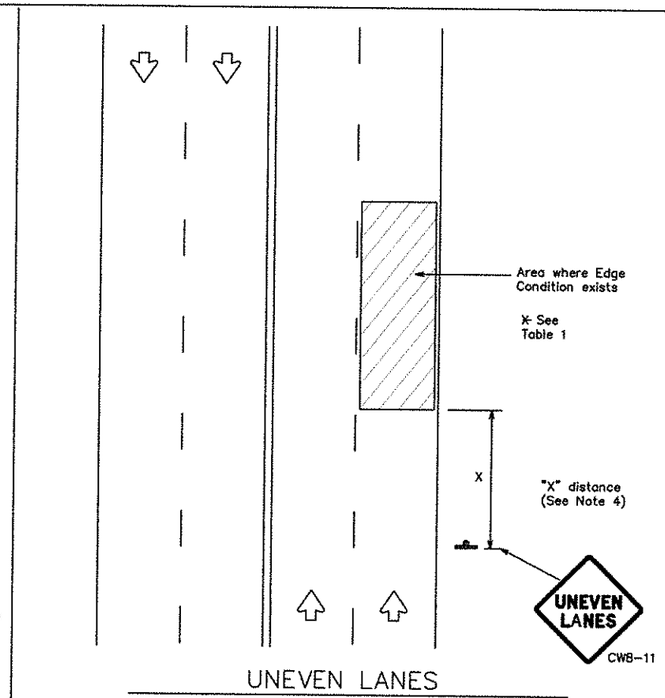
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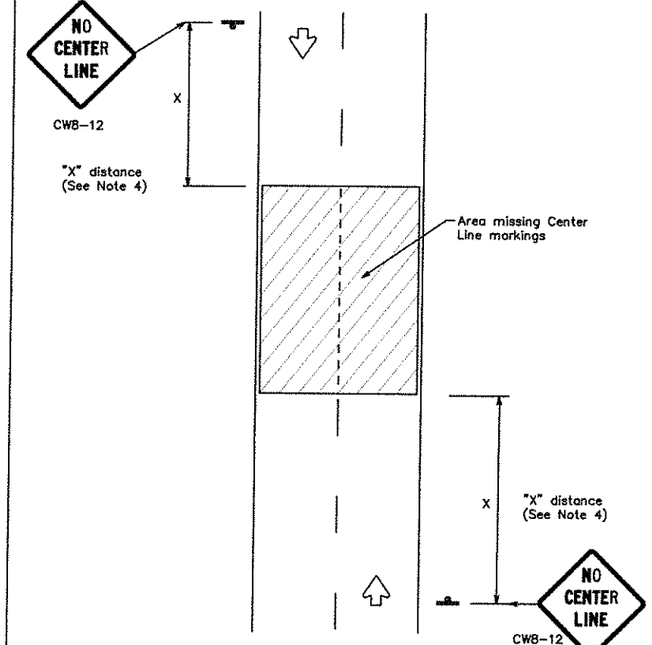
DATE:
FILE:



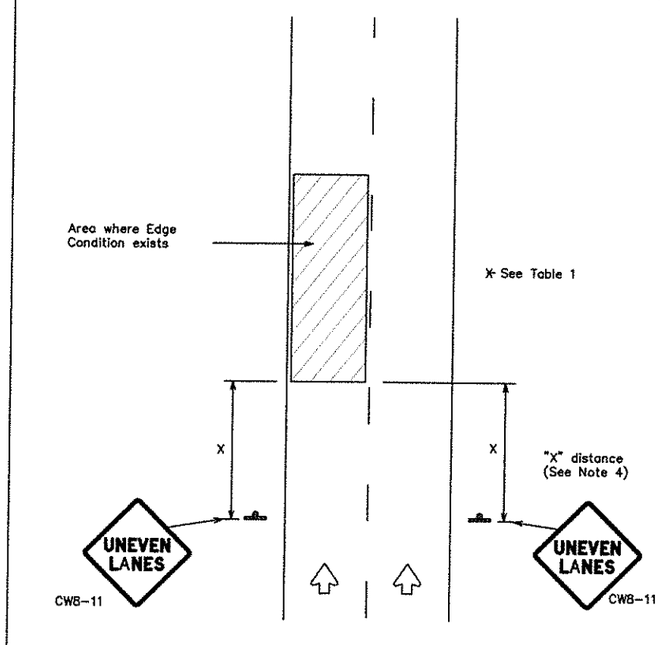

UNEVEN LANES
TWO LANE CONVENTIONAL ROAD




UNEVEN LANES
FOUR LANE CONVENTIONAL ROAD




NO CENTER LINE
TWO LANE CONVENTIONAL ROAD




UNEVEN LANES
DIVIDED ROADWAY

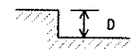
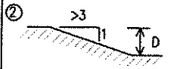
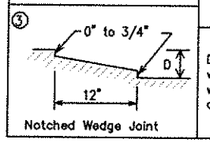
| DEPARTMENTAL MATERIAL SPECIFICATIONS | |
|---|---|
| PERMANENT PREFABRICATED PAVEMENT MARKINGS | DMS-8240 |
| TEMPORARY (REMOVABLE) PREFABRICATED PAVEMENT MARKINGS | DMS-8241 |
| SIGN FACE MATERIALS | DMS-8300 |

| COLOR | USAGE | SHEETING MATERIAL |
|---|---|---|
| ORANGE | BACKGROUND | TYPE $B_{FL}$ OR TYPE $C_{FL}$ SHEETING |
| BLACK | LEGEND & BORDERS | ACRYLIC NON-REFLECTIVE SHEETING |

## GENERAL NOTES

1. If spalling or holes occur, ROUGH ROAD (CW8-8) signs should be placed in advance of the condition and be repeated every two miles where the condition persists.
2. UNEVEN LANES (CW8-11) signs shall be installed in advance of the condition and repeated every mile. Signs installed along the uneven lane condition may be supplemented with the NEXT XX MILES (CW7-3aP) plaque or Advisory Speed (CW13-1P) plaque.
3. NO CENTER LINE (CW8-12) signs and temporary pavement markings as per the WZ(STPM) standard shall be installed if yellow centerlines separating two way traffic are obscured or obliterated. Repeat NO CENTER LINE signs every two miles where the center line markings are not in place. The signs and markings shall remain in place until permanent pavement markings are installed.
4. Signs shall be spaced at the distances recommended as per BC standards.
5. Additional signs may be required as directed by the Engineer. Signs shall remain in place until final surface is applied. Signs shall be considered subsidiary to Item 502 "BARRICADES, SIGNS AND TRAFFIC HANDLING."
6. Signs shall be fabricated and mounted on supports as shown on the BC standards and/or listed on the "Compliant Work Zone Traffic Control Devices" list.
7. Short term markings shall not be used to simulate edge lines.
8. All signs shall be constructed in accordance with the details found in the "Standard Highway Sign Designs for Texas," latest edition.

TABLE 1

| Edge Condition | Edge Height (D) | * Warning Devices |
|---|---|---|
| ①  | Less than or equal to: 11/4" (maximum-planing) 11/2" (typical-overlay) | Sign: CW8-11 |
| | Distance "D" may be a maximum of 1 1/4 " for planing operations and 2" for overlay operations if uneven lanes with edge condition 1 are open to traffic after work operations cease. | |
| ②  | Less than or equal to 3" | Sign: CW8-11 |
| ③  Notched Wedge Joint | Distance "D" may be a maximum of 3" if uneven lanes with edge condition 2 or 3 are open to traffic after work operations cease. Uneven lanes should not be open to traffic when "D" is greater than 3". | |

TRAFFIC CONTROL DURING PLANING, OVERLAY AND LEVELING OPERATIONS ARE SHOWN ELSEWHERE IN THE PLANS.

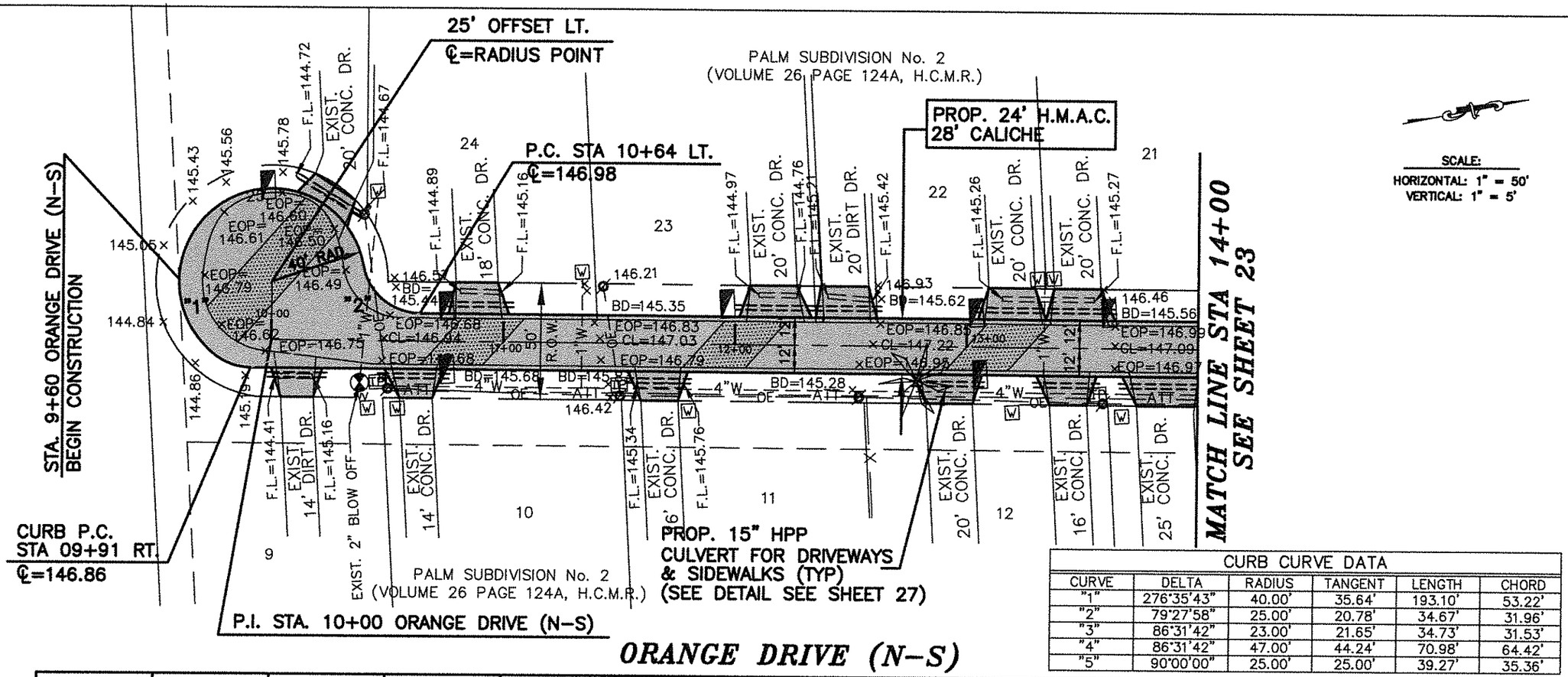
| MINIMUM WARNING SIGN SIZE | |
|---|---|
| Conventional roads | 36" x 36" |
| Freeways/expressways, divided roadways | 48" x 48" |

Texas Department of Transportation — Traffic Operations Division Standard

# SIGNING FOR UNEVEN LANES

# WZ(UL)-13

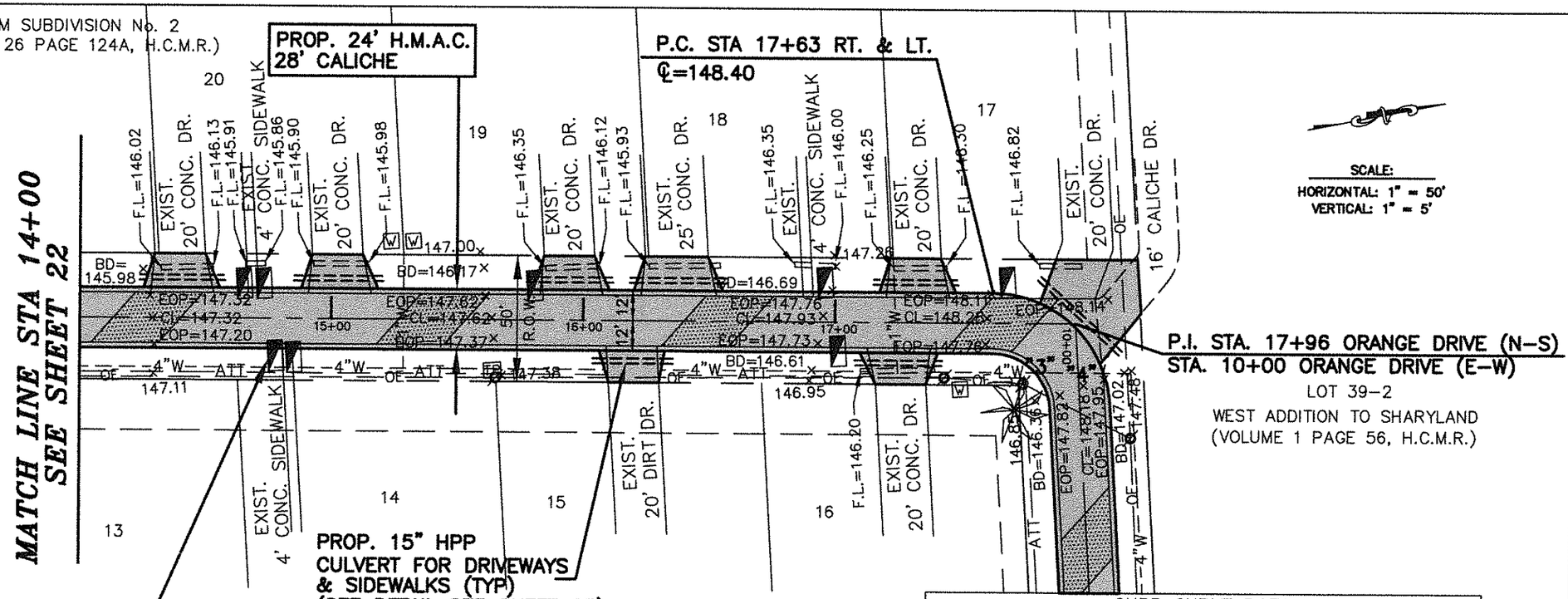
| FILE: wzul-13.dgn | DN: TxDOT | CK: TxDOT | DW: TxDOT | CK: TxDOT |
|---|---|---|---|---|
| ©TxDOT April 1992 | CONT | SECT | JOB | HIGHWAY |
| REVISIONS | | | | |
| 8-95 2-98 7-13 | DIST | COUNTY | | SHEET NO. |
| 1-97 3-03 | 21 | HIDALGO | | 21 |
| 112 | | | | |


25' OFFSET LT.
℄=RADIUS POINT
PALM SUBDIVISION No. 2
(VOLUME 26, PAGE 124A, H.C.M.R.)
PROP. 24' H.M.A.C.
28' CALICHE
P.C. STA 10+64 LT.
℄=146.98
STA. 9+60 ORANGE DRIVE (N-S)
BEGIN CONSTRUCTION
CURB P.C.
STA 09+91 RT.
℄=146.86
P.I. STA. 10+00 ORANGE DRIVE (N-S)
PROP. 15" HPP
CULVERT FOR DRIVEWAYS
& SIDEWALKS (TYP)
(SEE DETAIL SEE SHEET 27)
MATCH LINE STA 14+00
SEE SHEET 23
EXIST. 2" BLOW OFF
EXIST. CONC. DR.
EXIST. DIRT DR.
EXIST. 18' CONC. DR.
EXIST. 20' CONC. DR.
EXIST. 20' DIRT DR.
EXIST. 14' CONC. DR.
EXIST. 14' DIRT DR.
EXIST. 16' CONC. DR.
EXIST. 25' CONC. DR.
40' RAD.
"1"
"2"
4"W OE ATT
4"W OE ATT
4"W OE ATT
4"W OE ATT
12" W.L.
8" S.S.
12" W.L.
8" S.S.
12" W.L.
8" S.S.

PALM SUBDIVISION No. 2
(VOLUME 26 PAGE 124A, H.C.M.R.)

**PROP. 24' H.M.A.C.
28' CALICHE**

**P.C. STA 17+63 RT. & LT.
℄=148.40**




SCALE:
HORIZONTAL: 1" = 50'
VERTICAL: 1" = 5'

**P.I. STA. 17+96 ORANGE DRIVE (N-S)
STA. 10+00 ORANGE DRIVE (E-W)**

LOT 39-2
WEST ADDITION TO SHARYLAND
(VOLUME 1 PAGE 56, H.C.M.R.)

EXIST. 4' CONC. SIDEWALK

**PROP. 15" HPP
CULVERT FOR DRIVEWAYS
& SIDEWALKS (TYP)
(SEE DETAIL SEE SHEET 27)**

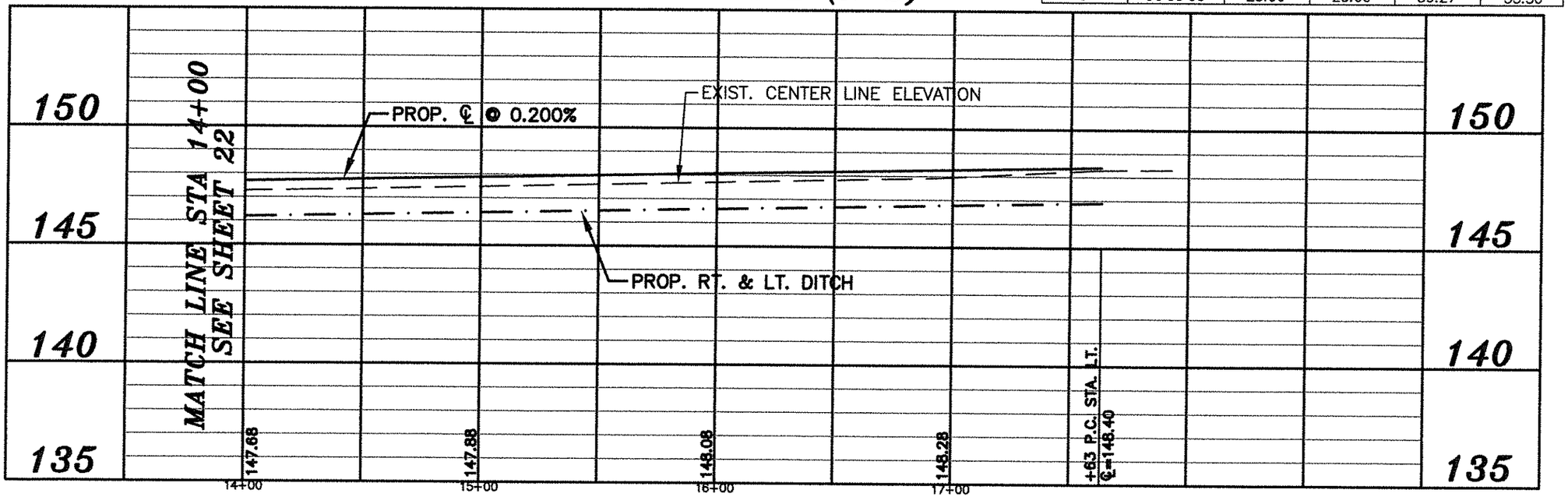
PALM SUBDIVISION No. 2
(VOLUME 26 PAGE 124A, H.C.M.R.)

ALL EXIST. MAILBOXES
**(TO BE RELOCATED)**

CURB CURVE DATA

| CURVE | DELTA | RADIUS | TANGENT | LENGTH | CHORD |
|---|---|---|---|---|---|
| "1" | 276°35'43" | 40.00' | 35.64' | 193.10' | 53.22' |
| "2" | 79°27'58" | 25.00' | 20.78' | 34.67' | 31.96' |
| "3" | 86°31'42" | 23.00' | 21.65' | 34.73' | 31.53' |
| "4" | 86°31'42" | 47.00' | 44.24' | 70.98' | 64.42' |
| "5" | 90°00'00" | 25.00' | 25.00' | 39.27' | 35.36' |

## *ORANGE DRIVE (N-S)*




OCTOBER, 2016
SCALE: HORIZ: 1"=50'
VERT: 1"=5'
REVISIONS:

**PALM SUBDIVISION
UNIT No. 2
PAVING & DRAINAGE
IMPROVEMENTS
ORANGE DRIVE**

HIDALGO COUNTY TEXAS

SEAL: STATE OF TEXAS · JAVIER HINOJOSA · 74808 · REGISTERED PROFESSIONAL ENGINEER


JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
416 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 668-1588
TBPE FIRM No. 1295
javhin@rgv.rr.com


| | |
|---|---|
| ENGINEER: | JAVIER HINOJOSA |
| DESIGNER: | J.B.G. |
| SURVEYOR: | |
| DRAWN BY: | A. GAUNA |
| JOB NO.: | 161003 |
| BOOK NO.: | |
| SHEET NO.: | 23 |

P.I. STA. 10+00 ORANGE DRIVE (E-W)
STA. 17+96 ORANGE DRIVE(N-S)

PROP. 24' H.M.A.C.
28' CALICHE

LOT 39-2
WEST ADDITION TO SHARYLAND
(VOLUME 1 PAGE 56, H.C.M.R.)

16' CALICHE DR.

EXIST. 20' CONC. DR.

EXIST. 4' CONC. SIDEWALK

EXIST. 20' CONC. DR.

EXIST. 20' CONC. DR.

EXIST. 20' CONC. DR.

EXIST. 20' DIRT DR.

F.L.=146.82
F.L.=146.30
F.L.=146.25
F.L.=146.00
F.L.=146.35
F.L.=146.20
F.L.=145.81
F.L.=145.84

17
16
1

30' R.O.W.
12' 12'
14'
12'

10+00
11+00
12+00
13+00

MATCH LINE STA 14+00
SEE SHEET 25

SCALE:
HORIZONTAL: 1" = 50'
VERTICAL: 1" = 5'

PALM SUBDIVISION No. 2
(VOLUME 26 PAGE 124A, H.C.M.R.)

PALM SUBDIVISION No. 1
(VOLUME 20, PAGE 127, H.C.M.R.)

P.C. STA 10+30 RT. & LT.
℄=148.60

PROP. 15" HPP
CULVERT FOR DRIVEWAYS
& SIDEWALKS (TYP)
(SEE DETAIL SEE SHEET 27)

ALL EXIST. MAILBOXES
(TO BE RELOCATED)

CURB CURVE DATA

| CURVE | DELTA | RADIUS | TANGENT | LENGTH | CHORD |
|---|---|---|---|---|---|
| "1" | 276°35'43" | 40.00' | 35.64' | 193.10' | 53.22' |
| "2" | 79°27'58" | 25.00' | 20.78' | 34.67' | 31.96' |
| "3" | 86°31'42" | 23.00' | 21.65' | 34.73' | 31.53' |
| "4" | 86°31'42" | 47.00' | 44.24' | 70.98' | 64.42' |
| "5" | 90°00'00" | 25.00' | 25.00' | 39.27' | 35.36' |

## ORANGE DRIVE (E-W)

EXIST. CENTER LINE ELEVATION
PROP. ℄ @ 0.200%
PROP. RT. & LT. DITCH
+30 P.C. STA. RT. & LT.
℄=148.60
148.46
148.26
148.06
147.86

150
145
140
135

MATCH LINE STA 14+00
SEE SHEET 25

OCTOBER, 2016
SCALE: HORIZ: 1"=50'
VERT: 1"=5'
REVISIONS:

PALM SUBDIVISION
UNIT No. 2
PAVING & DRAINAGE
IMPROVEMENTS
ORANGE DRIVE

HIDALGO COUNTY TEXAS

SEAL: STATE OF TEXAS · JAVIER HINOJOSA · 74808 · REGISTERED PROFESSIONAL ENGINEER


JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
416 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 668-1588
TBPE FIRM No. 1295
javhin@rgv.rr.com


| | |
|---|---|
| ENGINEER: | JAVIER HINOJOSA |
| DESIGNER: | J.B.G. |
| SURVEYOR: | |
| DRAWN BY: | A. GAUNA |
| JOB NO.: | 161003 |
| BOOK NO.: | |
| SHEET NO.: | 24 |

S:\2016\Hidalgo County\Grading Plans\Palm Subdivision Unit 2\dwg\Palm Subd Points.dwg, 5/8/2017 4:16:42 PM

LOT 39-2
WEST ADDITION TO SHARYLAND
(VOLUME 1 PAGE 56, H.C.M.R.)

MATCH LINE STA 14+00
SEE SHEET 24

MATCH TO EXISTING PAVEMENT
SEE SHEET 6

14'

4"W OE — 146.54 BD=146.24 — 4"W OE

EOP=147.30
CL=147.43
15+00

EOP=147.53

50' R.O.W. 12' 12'

ATT — EOP=147.15 BD=146.30 — ATT
146.09

12'

PROP. 24' H.M.A.C.
28' CALICHE

1

P.C. STA 15+55 RT. & LT.
℄=147.55

EXIST. 8" WATER LINE

PALM SUBDIVISION No. 1
(VOLUME 20, PAGE 127, H.C.M.R.)

F.L.=146.03 — 8"W — OE

EOP=148.00
CL=148.25
EOP=148.08

8"W — 15"IRR

EXIST. 15" PLUG & CAP

71

EXIST. 8" WATER LINE

8"W — 8"W

P.I. STA 16+05 ORANGE STREET (E-W)
℄=STEWART ROAD

E. GARFIELD AVENUE

18'D

EXIST. 8" STUB OUT

80' R.O.W.

EOP=147.94 — 8"SS

EXIST. 8" SEWER LINE

B.M. #1
EXIST. SEWER MANHOLE
TOP=148.11
INV=138.18

13

F.L.=146.44 — 8"W — OE

EOP=147.99
CL=148.21
EOP=147.98

8"SS — 15"IRR

EXIST. 15" PLUG & CAP

STEWART RD.

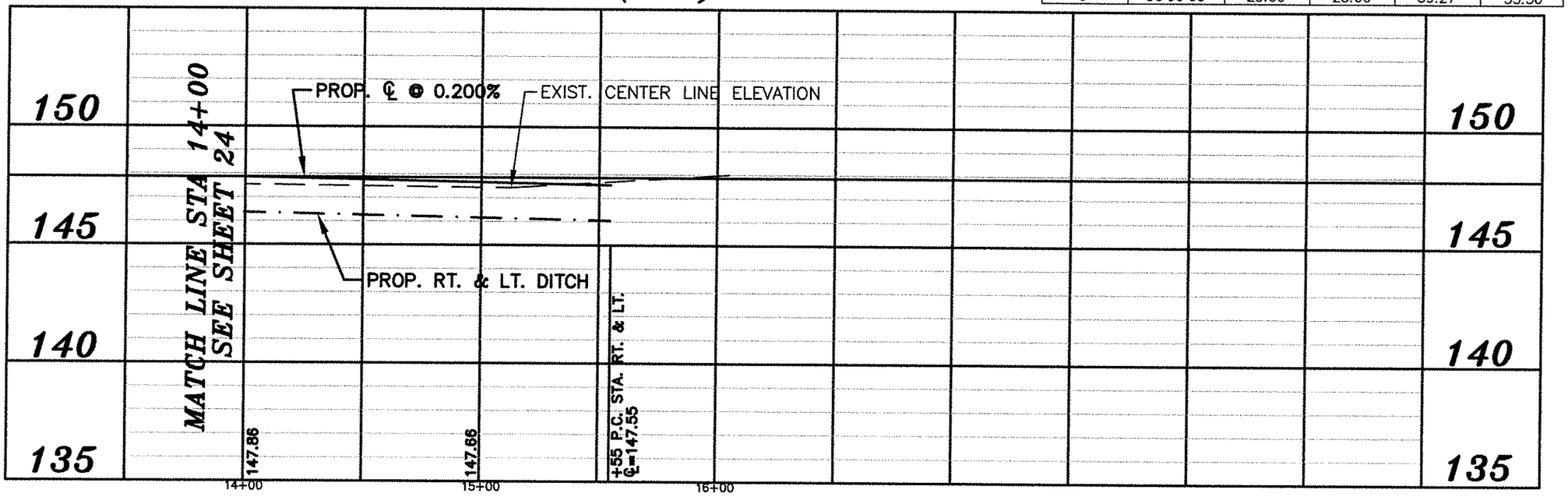
70' R.O.W.

STEWART LANDING
SUBDIVISION PHASE II

CURB CURVE DATA

| CURVE | DELTA | RADIUS | TANGENT | LENGTH | CHORD |
|---|---|---|---|---|---|
| "1" | 276°35'43" | 40.00' | 35.64' | 193.10' | 53.22' |
| "2" | 79°27'58" | 25.00' | 20.78' | 34.67' | 31.96' |
| "3" | 86°31'42" | 23.00' | 21.65' | 34.73' | 31.53' |
| "4" | 86°31'42" | 47.00' | 44.24' | 70.98' | 64.42' |
| "5" | 90°00'00" | 25.00' | 25.00' | 39.27' | 35.36' |

## ORANGE DRIVE (E-W)




OCTOBER, 2016
SCALE: HORIZ: 1"=50'
VERT: 1"=5'
REVISIONS:

PALM SUBDIVISION
UNIT No. 2
PAVING & DRAINAGE
IMPROVEMENTS
ORANGE DRIVE
HIDALGO COUNTY TEXAS

SEAL: STATE OF TEXAS — JAVIER HINOJOSA — 74908 — REGISTERED PROFESSIONAL ENGINEER

2/14/17


JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
416 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 668-1588
TBPE FIRM No. 1295
jovhin@rgv.rr.com


| | |
|---|---|
| ENGINEER: | JAVIER HINOJOSA |
| DESIGNER: | J.B.G. |
| SURVEYOR: | |
| DRAWN BY: | A. GAUNA |
| JOB NO.: | 161003 |
| BOOK NO.: | |
| SHEET NO.: | 25 |

PALM SUBDIVISION UNIT No.2

| ORANGE DRIVE (N-S) | Exist. Drwy Width | EXIST. R.C.P. 16" (CL III) | Prop. Width @ Edge of Rdwy. | Prop. Width @ R.O.W. Line | Item 530 Drwy Area (SY) | |
|---|---|---|---|---|---|---|
| Station | (ft.) | (ft.) | (ft.) | (ft.) | CONCRETE | ASPHALT |
| 10+10 (RT.) | 14 | -- | 20 | 14 | | 23 |
| 10+23 (LT.) | 20 | -- | 26 | 20 | | 31 |
| 10+51 (RT.) | 14 | -- | 20 | 14 | 23 | |
| 10+90 (LT.) | 18 | -- | 24 | 18 | 33 | |
| 11+66 (RT.) | 16 | -- | 22 | 16 | 25 | |
| 12+18 (LT.) | 20 | -- | 26 | 20 | 36 | |
| 12+49 (LT.) | 20 | -- | 26 | 20 | | 36 |
| 12+91 (RT.) | 20 | -- | 26 | 20 | 31 | |
| 13+21 (LT.) | 20 | -- | 26 | 20 | 36 | |
| 13+43 (RT.) | 16 | -- | 22 | 16 | 25 | |
| 13+49 (LT.) | 20 | -- | 26 | 20 | 36 | |
| 13+85 (RT.) | 25 | -- | 31 | 25 | 38 | |
| 14+41 (RT.) | 20 | -- | 26 | 20 | 31 | |
| 15+04 (LT.) | 20 | -- | 26 | 20 | 36 | |
| 15+96 (RT.) | 20 | -- | 26 | 20 | 31 | |
| 16+19 (RT.) | 20 | -- | 26 | 20 | | 18 |
| 16+39 (RT.) | 25 | -- | 31 | 25 | 38 | |
| 15+25 (RT.) | 20 | -- | 26 | 20 | 31 | |
| 17+33 (LT.) | 20 | -- | 26 | 20 | 36 | |
| 17+95 (LT.) | 20 | -- | 26 | 20 | 36 | |
| | | | | TOTAL | 522 | 108 |

PALM SUBDIVISION UNIT No.2

| ORANGE DRIVE (E-W) | Exist. Drwy Width | EXIST. R.C.P. 16" (CL III) | Prop. Width @ Edge of Rdwy. | Prop. Width @ R.O.W. Line | Item 530 Drwy Area (SY) | |
|---|---|---|---|---|---|---|
| Station | (ft.) | (ft.) | (ft.) | (ft.) | CONCRETE | ASPHALT |
| 10+10 (RT.) | 20 | -- | 26 | 20 | 31 | |
| 13+13 (RT.) | 20 | -- | 26 | 20 | | 31 |
| | | | | TOTAL | 31 | 31 |

*** NOTE: ALL EXISTING CONCRETE DRIVEWAYS TO BE PAVED WITH CONCRETE FROM R.O.W. LINE TO PROPOSED EDGE OF PAVEMENT (SEE SHEET ("DRIVEWAY DETAILS")**

STATE OF TEXAS
JAVIER HINOJOSA
74808
REGISTERED PROFESSIONAL ENGINEER
5/15/17

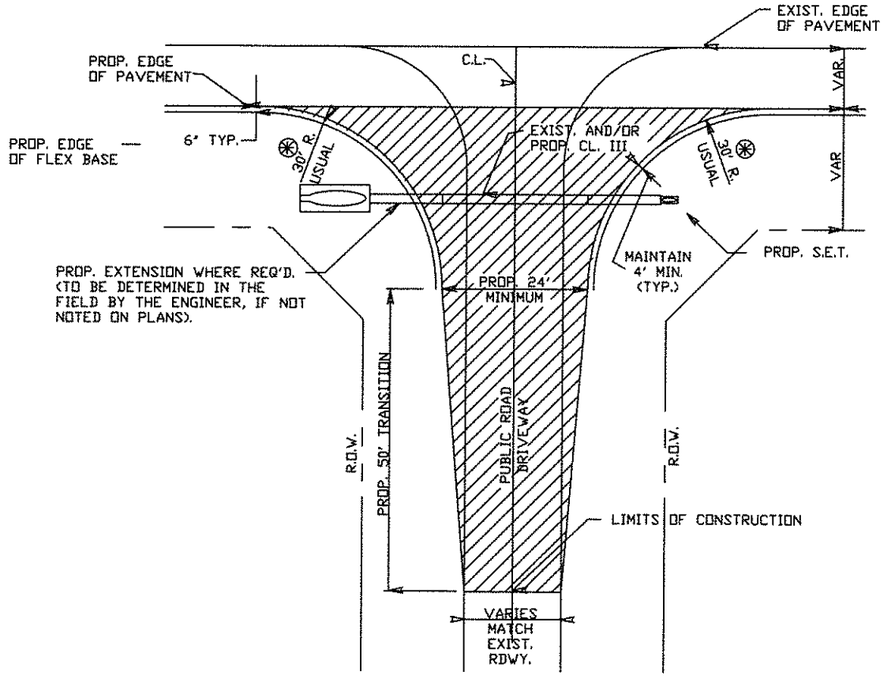
HIDALGO COUNTY

JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
416 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 668-1588

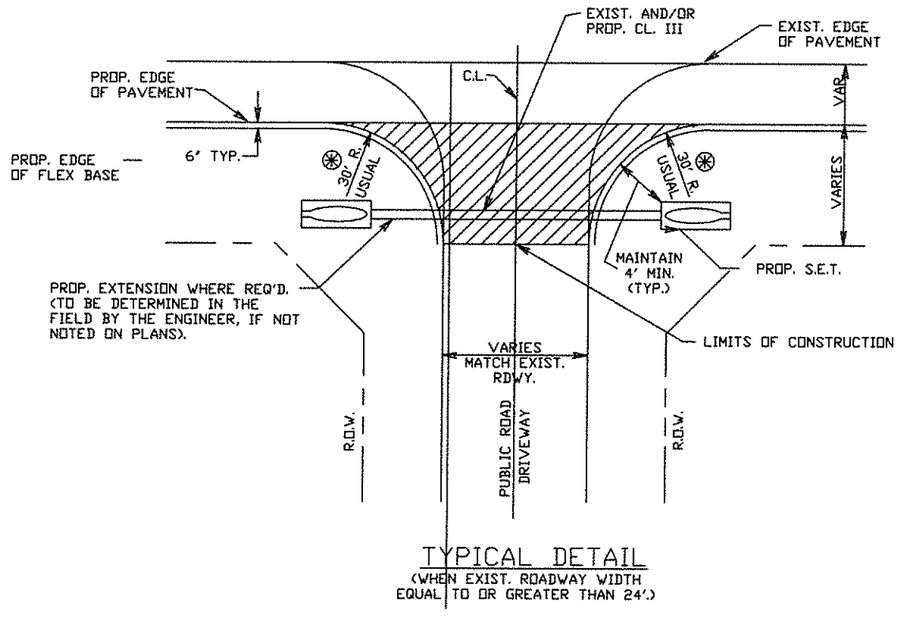
# DRIVEWAY SUMMARY TABLE

HIDALGO COUNTY TEXAS

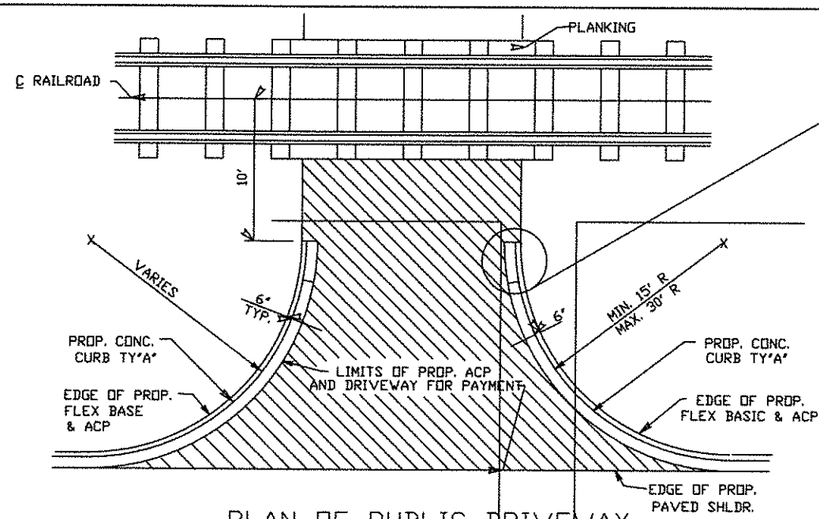
| DN | | FED. RD. DIV. NO. | STATE | FEDRAL AID PROJECT NO. | | | HIGHWAY NO. |
|---|---|---|---|---|---|---|---|
| CK DN | | | TEXAS | | | | 31 |
| DN | | STATE DIST. NO. | COUNTY | CONTROL NO. | SECT. NO. | JOB NO. | SHEET NO. |
| CK DN | | | HIDALGO | | | | 26 |
| TR | | | | | | | |
| CK TR | | | | | | | |



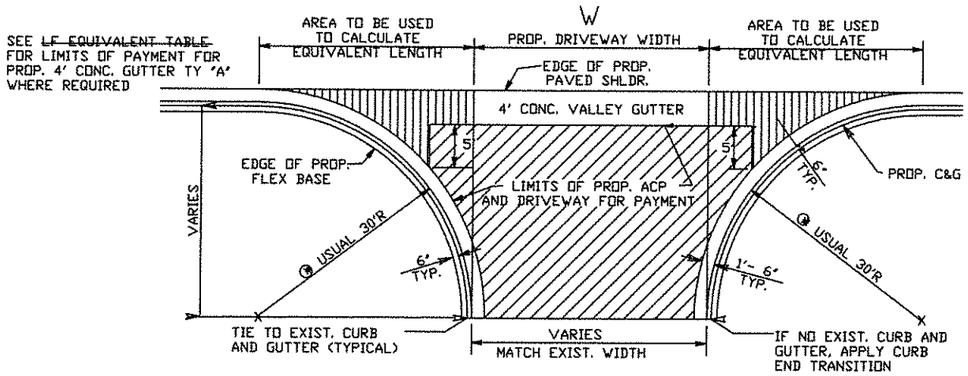

TYPICAL DETAIL
(WHEN EXIST. ROADWAY WIDTH LESS THAN 24').




TYPICAL DETAIL
(WHEN EXIST. ROADWAY WIDTH EQUAL TO OR GREATER THAN 24').




PLAN OF PUBLIC DRIVEWAY ADJACENT TO R.R. CROSSING




PLAN OF PUBLIC DRIVEWAY

LF EQUIVALENT TABLE FOR PAYMENT LIMITS OF 4' CONC. GUTTER TY."A"

| LF OF VALLEY GUTTER= W + X1 + X2 | |
|---|---|
| WHERE X1 AND X2 MAY VARY DEPENDING ON RADIUS | |
| Prop. Driveway Radius | X1 or X2 (Sq Ft Area / 4') Equivalent LF Length |
| 10 | 3 |
| 15 | 7 |
| 20 | 12 |
| 25 | 19 |
| 30 | 27 |
| 35 | 37 |
| 40 | 48 |
| 45 | 61 |
| 50 | 75 |
| 55 | 91 |
| 60 | 109 |
| 65 | 127 |
| 70 | 148 |
| 75 | 170 |
| | |

TY P

EXIST. PAVED DRIVEWAYS TO BE SURFACED W/171#/SY ACP.

TY PRB1

EXIST. PAVED, CALICHE AND/OR GRAVEL DRIVEWAYS TO BE SCARIFIED AND RECONTRUCTED WITH 4" NEW FLEX. BASE W/1% LIME TO MATCH THE PROPOSED WIDENED SECTION, THEN PRIMED AND SURFACED WITH 171#/SY ACP

TY PBS1

EXIST. UNPAVED PUBLIC DRIVEWAYS TO BE CONSTRUCTED AS SHOWN WITH 12" LIME TREAT. SUBGRADE, 8" FLEX. BASE 1% LIME, THEN PRIMED AND SURFACED WITH 171#/SY ACP.

TY PBS2

EXIST. DRIVEWAY TO BE CONSTRUCTED SAME AS ROADWAY.

GENERAL NOTES:

AVERAGE DIMENSIONS SHOWN ON TABLE OF DRIVEWAYS ARE FOR ESTIMATING PURPOSES ONLY.

LOCATIONS LISTED ON THE TABLE ARE APPROXIMATE, EXACT LOCATIONS, DIMENSIONS, AND TYPE TO BE ESTABLISHED DURING CONSTRUCTION BY THE ENGINEER AS REQUIRED.

⊛ SEE DRIVEWAY TABLE, TURNING RADIUS MAY BE REDUCED AS APPROVED BY THE ENGINEER.

SEE TABLE OF DRIVEWAYS FOR TOTAL LENGTH OF PROP. 4' CONC. VALLEY GUTTER FOR EACH LOCATION.

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PHARR DISTRICT STANDARD

TEXAS DEPARTMENT OF TRANSPORTATION

# DRIVEWAY DETAILS PUBLIC (COUNTY ROAD-CITY STREET)

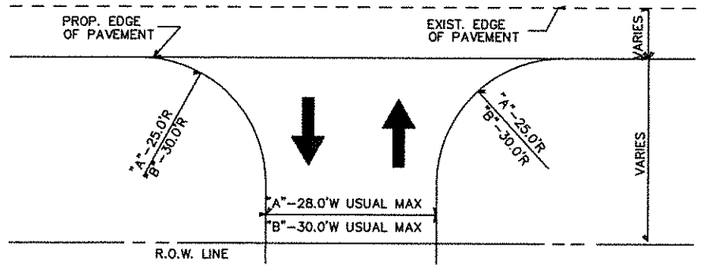
REV. 4/05

DRIVEWAY3.DGN

| FEDERAL DIV.NO. | STATE AID PROJECT NO. | FILE NO. | SHEET NO. |
|---|---|---|---|
| 6 | | | 27 |

| STATE | STATE DIST.NO. | COUNTY | CONT. | SECT. | JOB | HIGHWAY NO. |
|---|---|---|---|---|---|---|
| TEXAS | 21 | | | | | |

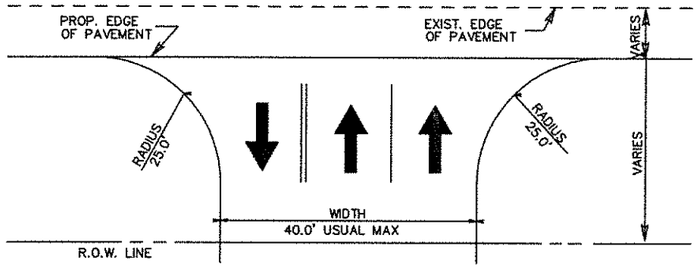
## DESIGNS FOR TWO-WAY COMMERCIAL DRIVEWAYS




"A"- ONE ENTRY LANE AND ONE EXIT LANE, FEWER THAN 4 LARGE VEHICLES PER HOUR

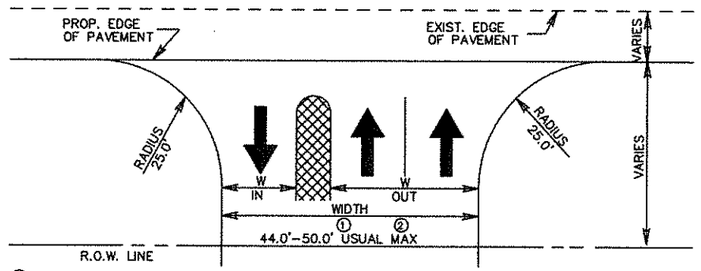
"B"- ONE ENTRY LANE AND ONE EXIT LANE, 4 OR MORE SINGLE UNIT VEHICLES PER HOUR

① - *DRIVEWAY DESIGNS FOR LARGER VEHICLES WILL BE CONSIDERED ON A CASE BY CASE BASIS*



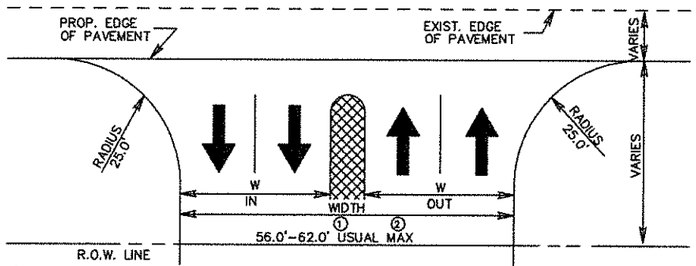

ONE ENTRY LANE AND TWO EXIT LANES (WITHOUT DIVIDERS)

## DESIGNS FOR TWO-WAY COMMERCIAL DRIVEWAYS



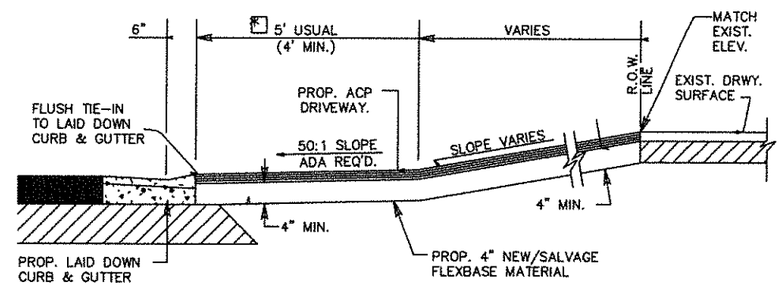

① - *4.0' WIDE DIVIDER, FACE-TO-FACE CURBS*
② - *10.0' WIDE DIVIDER, FACE-TO-FACE-CURBS*

ONE ENTRY LANE AND TWO EXIT LANES (WITH A DIVIDER)



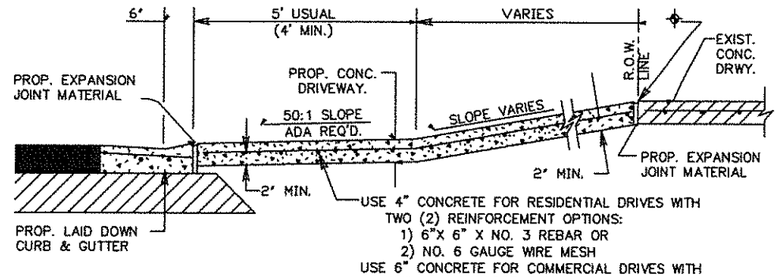

① - *4.0' WIDE DIVIDER, FACE-TO-FACE CURBS*
② - *10.0' WIDE DIVIDER, FACE-TO-FACE-CURBS*

TWO ENTRY LANES AND TWO EXIT LANES (WITH A DIVIDER)




TYPICAL ASPH. CONC. PVM'T. DRIVEWAY SECTION

N.T.S.




USE 4" CONCRETE FOR RESIDENTIAL DRIVES WITH TWO (2) REINFORCEMENT OPTIONS:
1) 6"X 6" X NO. 3 REBAR OR
2) NO. 6 GAUGE WIRE MESH
USE 6" CONCRETE FOR COMMERCIAL DRIVES WITH ONE (1) REINFORCEMENT OPTION:
1) NO. 4 REBAR @ 9" C-C

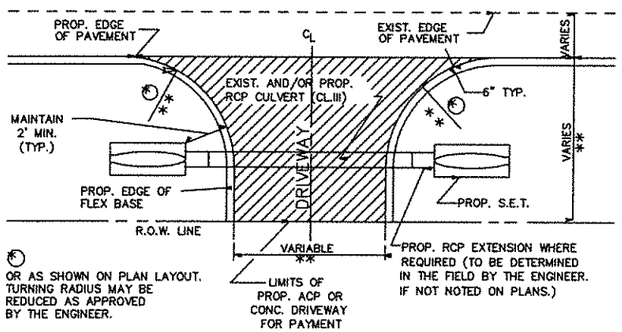
TYPICAL CONCRETE DRIVEWAY SECTION

N.T.S.

- CONC. SHALL BE SAW CUT TO THE LIMITS OF REMOVAL WHERE APPLICABLE.

- PROP./FUTURE SIDEWALK CROSSING LOCATION UNLESS SHOWN ELSEWHERE ON P&P SHEETS. SEE P&P SHEETS FOR PROP. SIDEWALK LOCATION IF SIDEWALKS ARE INCLUDED AS PART OF PROJECT. REFER TO STATE STANDARDS - PEDESTRIAN FACILITIES - FOR ADDITIONAL REQUIREMENTS.

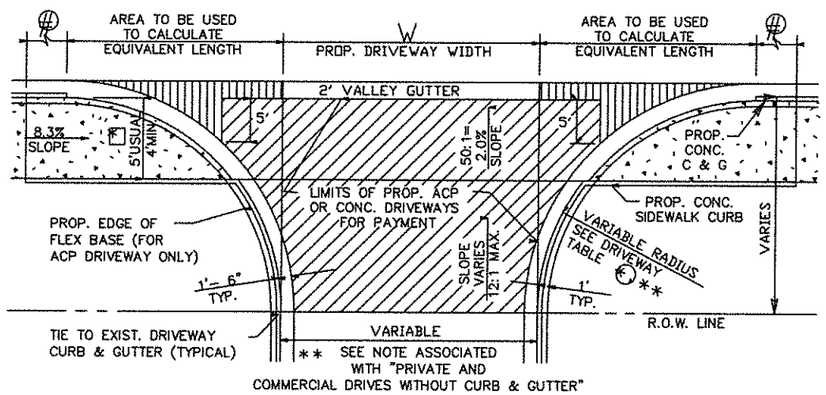
## PRIVATE AND COMMERCIAL DRIVES WITHOUT CURB & GUTTER




PLAN OF PRIVATE AND COMMERCIAL DRIVES

** FOR PRIVATE RESIDENTIAL DRIVES, TRY TO MATCH EXISTING WITH A MINIMUM WIDTH OF 12 FT. AND A MAXIMUM WIDTH OF 24 FT. WITH 15 FT. USUAL RADIUS. FOR COMMERCIAL DRIVES, USE ABOVE COMMERCIAL DRIVEWAY DETAILS.

## PRIVATE AND COMMERCIAL DRIVES WITH CURB & GUTTER




PLAN OF PRIVATE AND COMMERCIAL DRIVES

SEE P&P SHEETS FOR LOCATIONS OF DRIVES

N.T.S.

℄ PROP./FUTURE CONC. SIDEWALK LOCATION UNLESS SHOWN ELSEWHERE ON P&P SHEETS. REFER TO STATE STANDARDS - PEDESTRIAN FACILITIES - FOR ADDITIONAL REQUIREMENTS.

℔ LIMITS OF SLOPE FOR PROP. CONC. CURB BASED ON 8.3% SLOPE FOR SIDEWALK

## LF EQUIVALENT TABLE FOR PAYMENT LIMITS OF 2' VALLEY GUTTER

| LF OF VALLEY GUTTER= W + X1 + X2 | |
|---|---|
| WHERE X1 AND X2 MAY VARY DEPENDING ON RADIUS | |
| Prop. Driveway Radius | X1 or X2 (Sq Ft Area / 2') Equivalent LF Length |
| 5' | 1 |
| 8' | 2 |
| 10' | 4 |
| 12' | 6 |
| 15' | 9 |
| 18' | 12 |
| 20' | 15 |
| 22' | 18 |
| 25' | 24 |
| 28' | 30 |
| 30' | 34 |

SEE DRIVEWAY TABLE FOR LIMITS OF LAID DOWN CURB TO BE PAID FOR AS CURB AND GUTTER

## DRIVEWAY TYPES

TY PB-1
EXIST. PRIVATE OR COMMERCIAL DRIVEWAYS TO BE CONSTRUCTED AS SHOWN WITH 4" NEW AND/OR SALVAGE FLEX. BASE, PRIMED AND SURFACED WITH \ 114#/SY ACP.

CONCRETE (RESIDENTIAL)
EXIST. PRIVATE DRIVEWAYS TO BE CONSTRUCTED AS SHOWN WITH 4" CONCRETE. TO BE PAID FOR BY THE SQ.YD.

CONCRETE (COMMERCIAL)
EXIST. BUSINESS DRIVEWAYS TO BE CONSTRUCTED AS SHOWN WITH 6" CONCRETE. TO BE PAID FOR BY THE SQ.YD.

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PHARR DISTRICT STANDARD

TEXAS DEPARTMENT OF TRANSPORTATION

# DRIVEWAY DETAILS PRIVATE (RESIDENTIAL-COMMERCIAL)

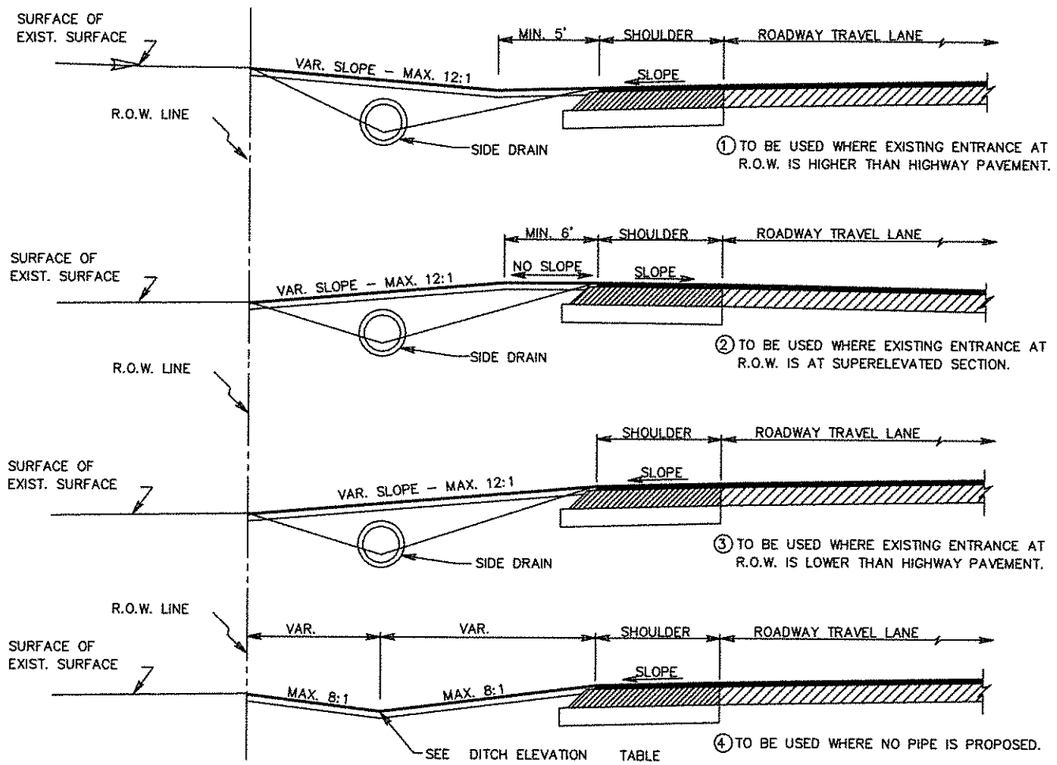
REV. 01/15

DRIVEWAY2.DGN

| FEDRD. DIV.NO. | PROJECT NO. | FILE NO. | SHEET NO. |
|---|---|---|---|
| 6 | | | 28 |

| STATE | STATE DIST.NO. | COUNTY | CONT. | SECT. | JOB | HIGHWAY NO. |
|---|---|---|---|---|---|---|
| TEXAS | 21 | | | | | |

S:\2016\Hidalgo County\Grading Plans\Palm Subdivision Unit 2\dwg\Palm Subd Points.dwg, 2/10/2017 1:40:42 PM, KONICA MINOLTA C360SeriesPCL




## NOTES:

ALL ENTRANCES CONSTRUCTED ON THIS PROJECT ARE SUBJECT TO CONCURRENCE WITH EXISTING GOVERNING REGULATIONS AS SET OUT BY THE STATE HIGHWAY COMMISSION.

ENTRANCE'S BASE AND SURFACING MAY BE EXTENDED BEYOND R.O.W. LINE AS REQUIRED TO MEET EXISTING GRADE IN A SATISFACTORY MANNER OF WHICH NO STEEPER THAN 12:1 SLOPE WILL BE CONSTRUCTED.

ALL FLEXIBLE BASE USED FOR PRIVATE DRIVES & COMMERCIAL DRIVES WILL NOT REQUIRE LIME TREATMENT.

EXACT LOCATIONS, DIMENSIONS, AND TYPE TO BE ESTABLISHED DURING CONSTRUCTION BY THE ENGINEER.

PROP. WIDTH OF DRIVEWAYS TO MATCH EXISTING WIDTH AT R.O.W. LINE.

114 #/SY ACP (COMPACTED) IS EQUAL TO 1 IN. DEPTH
171 #/SY ACP (COMPACTED) IS EQUAL TO 11/2IN. DEPTH.

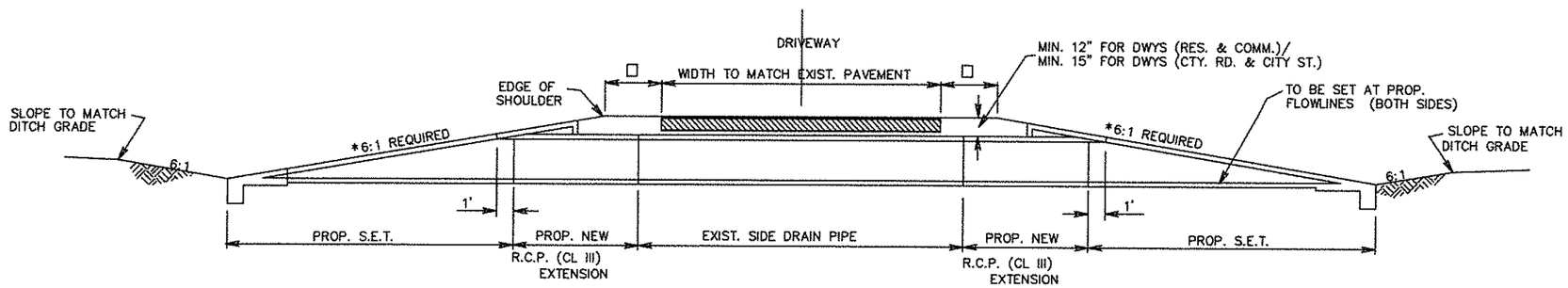
SIDE DRAINS TO BE INSTALLED WHERE ROADWAY DITCH DRAINAGE IS NECESSARY, AS INDICATED ON PLANS AND/OR AS DIRECTED BY THE ENGINEER.

SIDE DRAINS TO BE INSTALLED WITH A MINIMUM OF 12" COVER BY PROPOSED RESIDENTIAL & COMMERCIAL MATERIAL OR 15" COVER OF PROPOSED COUNTY RD. & CITY STREET ROADWAY MATERIAL.

AVERAGE DIMENSIONS SHOWN ON TABLE OF DRIVEWAYS ARE FOR ESTIMATING PURPOSES ONLY.

THE RATE OF PRIME SHALL BE 0.10 GAL/SY FOR PRIVATE AND/OR COMMERCIAL DRIVEWAYS AND 0.20 GAL/SY FOR PUBLIC DRIVEWAYS.

## TYPICAL ENTRANCE PROFILE FOR DRIVEWAYS W/OUT C&G




□ – 1' MIN. ON DRIVEWAYS (RES. & COMM.)
2' MIN. ON DRIVEWAYS (COUNTY RD. & CITY ST.)

* – 6:1 SLOPE REQUIRED

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PHARR DISTRICT STANDARD

TEXAS DEPARTMENT OF TRANSPORTATION

# DRIVEWAY PROFILE DETAILS

REV. 9/16

DRIVEWAY1.DGN

| FED.RD. DIV.NO. | STATE AID PROJECT NO. | | FILE NO. | | | | SHEET NO. |
|---|---|---|---|---|---|---|---|
| 6 | | | | | | | 29 |
| STATE | STATE DIST.NO. | COUNTY | CONT. | SECT. | JOB | | HIGHWAY NO. |
| TEXAS | 21 | | | | | | |

## SITE DESCRIPTION

PROJECT LIMITS: *EL PARAISO SUBDIVISION*

*CSJ: 3C-1080-247*

PROJECT DESCRIPTION: *Construction of a non-freeway facility consisting of grading, flex-base, asphaltic concrete pavement road side ditches, sighing and storm water pollution control devices.*

MAJOR SOIL DISTURBING ACTIVITIES: *preparing the right-of-way*
*roadway embankment*
*roadway excavation*
*grading*
*clearing and grubbing*
*erosion & sediment controls*
*storm drain, culvert*

TOTAL PROJECT AREA: *10*

TOTAL AREA TO BE DISTURBED: *1.86 acres*

WEIGHTED RUNOFF COEFFICIENT (AFTER CONSTRUCTION): *80%*

EXISTING CONDITION OF SOIL & VEGETATIVE COVER AND % OF EXISTING VEGETATIVE COVER: *Existing soil consist of two different soil types. These soils consist of Hidalgo fine sandy loam and Hidalgo sandy clay loam. However portion within the right-of-way is covered with the existing paved roadway. The remaining is covered with various grasses which are in fair condition.*

NAME OF RECEIVING WATERS: *Drainage from offsite and onsite will be draained to roadside ditches. Drainage to be maintained as per existing conditions.*

## EROSION AND SEDIMENT CONTROLS

SOIL STABILIZATION PRACTICES:

- ___ MULCHING
- ___ SOIL RETENTION BLANKET
- ___ BUFFER ZONES
- *x* PRESERVATION OF NATURAL RESOURCES

OTHER: *Disturbed areas on which construction activity has ceased (temporarily or permanently) shall be stabilized within 14 days unless activities are scheduled to resume within 21 days.*

STRUCTURAL PRACTICES:

- *x* SILT FENCES
- ___ ROCK BERMS
- ___ DIVERSION, INTERCEPTOR, OR PERIMETER DIKES
- ___ DIVERSION, INTERCEPTOR, OR PERIMETER SWALES
- ___ DIVERSION DIKE AND SWALE COMBINATIONS
- ___ PIPE SLOPE DRAINS
- ___ PAVED FLUMES
- ___ CHANNEL LINERS
- ___ SEDIMENT TRAPS
- ___ SEDIMENT BASINS
- ___ STORM INLET SEDIMENT TRAP
- ___ STONE OUTLET STRUCTURES
- ___ CURBS AND GUTTERS
- ___ STORM SEWERS
- ___ VELOCITY CONTROL DEVICES

OTHER:

NARRATIVE – SEQUENCE OF CONSTRUCTION (STORM WATER MANAGEMENT) ACTIVITIES:

*The order of activities will be as follows:*

1. *Install controls for ingress and egress into the project site.*
2. *Install sediment control fences at locations as shown on the plans or as directed by the engineer.*
3. *When all construction activity is complete and the site is stabilized and approved by the Project Engineer, remove all temporary erosion controls and stabilize any areas disturbed by their removal.*

STORM WATER MANAGEMENT: *Storm water drainage will be provided by open road side ditches. This system will carry drainage within and outside the R.O.W. to lows in the roadway where drainage occurs and ultimately will drain as per existing conditions.*

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for known violations."

OTHER EROSION AND SEDIMENT CONTROLS:

MAINTENANCE: *All erosion and sediment controls will be maintained in good working order. If a repair is necessary, it will be done at the earliest date possible, but no later than 7 calendar days after the surrounding exposed ground has dried sufficiently to prevent further damage from heavy equipment. The areas adjacent to creeks and drainageways shall have priority followed by devices protecting storm drain inlets.*

INSPECTION: *An inspection will be performed by an authorized inspector every week as well as after every half inch or more of rain (as recorded on a non-freezing rain gauge to be located at the Project Site). An inspection and Maintenance Report will be made per each Inspection. Based on the inspection results, the controls shall be revised per the inspection report.*

WASTE MATERIALS: *All waste materials will be collected and stored in a securely lidded dumpster meeting all state and local city solid waste management regulations, or as required by local regulations. All trash and construction debris from the site will be deposited as necessary at a local dump. No construction waste material will be buried on site.*

HAZARDOUS WASTE (INCLUDING SPILL REPORTING): *At a minimum, any products in the following categories to be hazardous: Paints, Acids for cleaning masonry surfaces, Cleaning Solvents, Asphalt products, Chemical additives for soil stabilization, or Concrete curing compounds and additives. In the event of a spill which may be hazardous, the spill Coordinator should be contacted immediately. Emptying of excess concrete should not be allowed onsite. Likewise, washout of concrete trucks should not be performed onsite. These discharges are considered non-allowable non-storm water discharges. Concrete trucks should never be allowed to dump into storm drains or sanitary sewers.*

SANITARY WASTE: *All sanitary waste will be collected from the portable units as necessary or as required by local regulation by a licensed sanitary waste management contractor.*

OFFSITE VEHICLE TRACKING:

- *x* HAUL ROADS DAMPENED FOR DUST CONTROL
- *x* LOADED HAUL TRUCKS TO BE COVERED WITH TARPAULIN
- *x* EXCESS DIRT ON ROAD REMOVED DAILY
- *x* STABILIZED CONSTRUCTION ENTRANCE

OTHER:

REMARKS: *Disposal areas, stockpiles, and haul roads shall be constructed in a manner that will minimize and control the amount of sediment that may enter receiving waters. Disposal areas shall not be located in any wetland, waterbody or streambed.*
*Construction staging areas and vehicle maintenance areas shall be constructed by the contractor in a manner to minimize the runoff of pollutants.*
*All waterways shall be cleared as soon as practicable of temporary embankment, temporary bridges, matting, falsework, piling, debris, or other obstructions placed during construction operations that are not a part of the finished work.*

BORDER ACCESS COLONIA PROJECT
VARIOUS SUBDIVISIONS
TxDOT STORM WATER POLLUTION PREVENTION PLAN (SW3P)

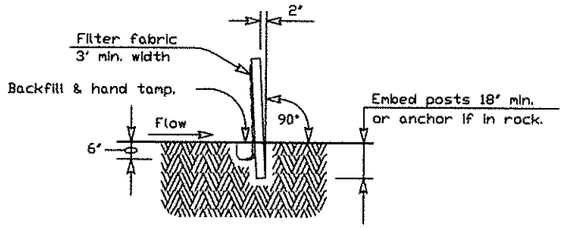
HIDALGO COUNTY, TEXAS

JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
416 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 668-1888

©1999 TxDOT

| FED.RD. DIV.NO. | FEDERAL AID PROJECT NO. | SHEET NO. |
|---|---|---|
| 6 | | 30 |

| STATE | STATE DIST.NO. | COUNTY |
|---|---|---|
| TEXAS | PHR | HIDALGO |
| CONT. | SECT. | JOB / HIGHWAY NO. |
| | | COLONIAS |




SECTION A-A

GENERAL NOTES

1. The guidelines shown hereon are suggestions only and may be modified by the Engineer.

PLAN SHEET LEGEND

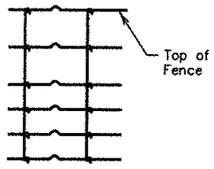
Sediment Control Fence —— SCF ——

SEDIMENT CONTROL FENCE USAGE GUIDELINES

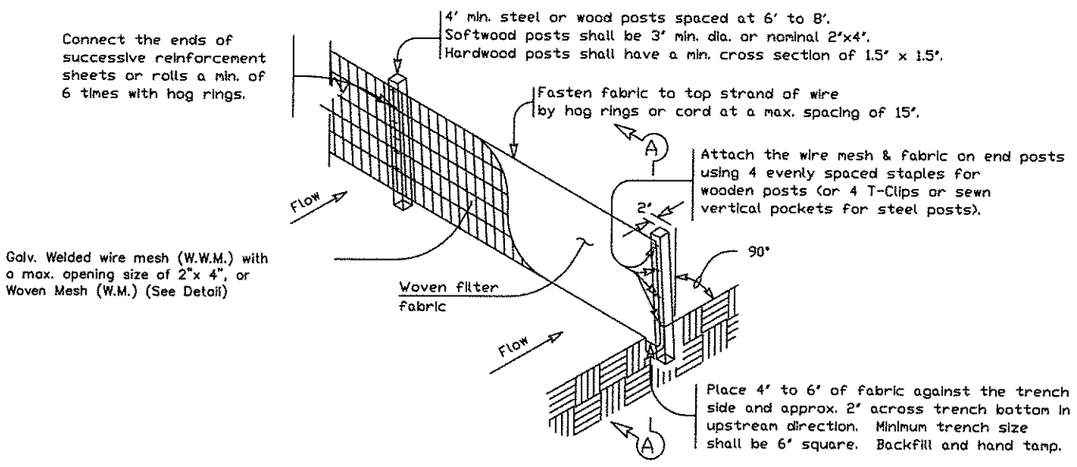
A sediment control fence may be constructed near the downstream perimeter of a disturbed area along a contour to intercept sediment from overland runoff. A 2 year storm frequency may be used to calculate the flow rate to be filtered.

Sediment control fence should be sized to filter a max. flow through rate of 100 GPM/FT $^2$ Sediment control fence is not recommended to control erosion from a drainage area larger than 2 acres.

Galv. Hinge joint knot woven mesh (12.5 Ga. Min.) requires a minimum of five horizontal wires spaced at a max.12 inches apart and all vertical wires spaced at a max. 12 inches apart.

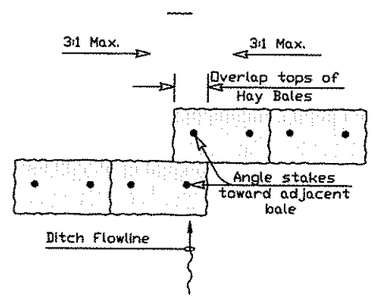



Hinge Joint Knot Woven Mesh (Option)

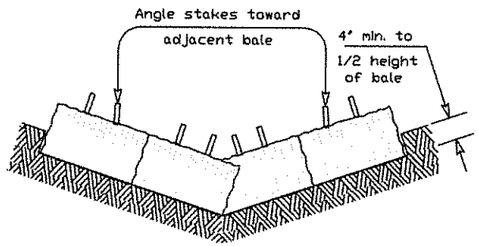



TEMPORARY SEDIMENT CONTROL FENCE

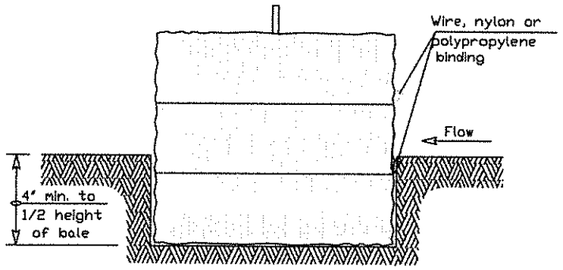
SCF



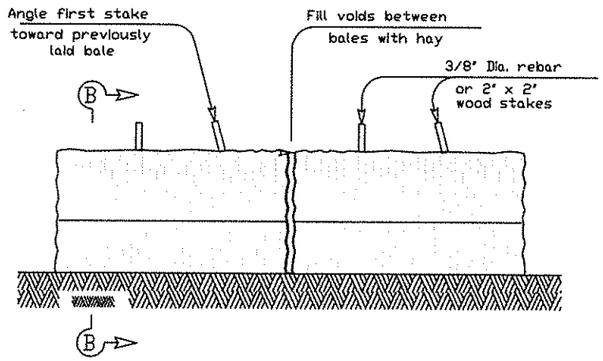

PLAN VIEW




PROFILE VIEW




SECTION B-B




BALED HAY FOR EROSION CONTROL

BH

PLANS SHEET LEGEND

Baled Hay —— BH ——

BALED HAY USAGE GUIDELINES

A Baled Hay installation may be constructed near the downstream perimeter of a disturbed area along a contour to intercept sediment from overland runoff. A two year storm frequency may be used to calculate the flow rate to be filtered. The installation should be sized to filter a maximum flow thru rate of 5 GPM/FT$^2$ of cross sectional area. Baled hay may be used at the following locations:

1. Where the runoff approaching the baled hay flows over disturbed soil for less than 100'. If the slope of the disturbed soil exceeds 10%, the length of slope upstream the baled hay should be less than 50'.
2. Where the installation will be required for less than 3 months.
3. Where the contributing drainage area is less than 1/2 acre.

For Baled Hay installations in small ditches, the additional following considerations apply:

1. The ditch sideslopes should be graded as flat as possible to maximize the drainage flowrate thru the hay.
2. The ditch should be graded large enough to contain the overtopping drainage when sediment has filled to the top of the baled hay.

Bales should be replaced usually every 2 months or more often during wet weather when loss of structural integrity is accelerated.

GENERAL NOTES

1. Hay bales shall be a minimum of 30' in length and weigh a minimum of 50 Lbs.
2. Hay bales shall be bound by either wire or nylon or polypropylene string. The bales shall be composed entirely of vegetative matter.
3. Hay bales shall be embedded in the soil a minimum of 4' and where possible 1/2 the height of the bale.
4. Hay bales shall be placed in a row with ends tightly abutting the adjacent bales. The bales shall be placed with bindings parallel to the ground.
5. Hay bales shall be securely anchored in place with 3/8' Dia. rebar or 2' x 2' wood stakes, driven through the bales. The first stake shall be angled towards the previously laid bale to force the bales together.
6. The guidelines shown hereon are suggestions only and may be modified by the Engineer.

Texas Department of Transportation | Design Division Standard

# TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES

## FENCE & BALED HAY

## EC(1)-09

| FILE: ec109.dgn | DN: TxDOT | CK: AM | DW: TV | CK: BD |
|---|---|---|---|---|
| ©TxDOT June 1993 | CONT | SECT | JOB | HIGHWAY |
| REVISIONS | | | | |
| | DIST | COUNTY | | SHEET NO. |
| | 21 | HIDALGO | | 31 |

S:\2016\Hidalgo County\Grading Plans\Palm Subdivision Unit 2\dwg\Palm Subd Points.dwg, 2/10/2017 1:43:17 PM, KONICA MINOLTA C360SeriesPCL

**Zimbra** **yvette.salinas@co.hidalgo.tx.us**

## Fwd: Agenda Item-Authority to Advertise- Precinct 3 BCAP 3rd Call Palm Subdivision Unit #2 Project

**From :** Noemi Delosrios <noemi.delosrios@co.hidalgo.tx.us> Tue, Jun 06, 2017 04:50 PM
**Subject :** Fwd: Agenda Item-Authority to Advertise- Precinct 3 BCAP 3rd Call Palm Subdivision Unit #2 Project 2 attachments
**To :** Yvette Salinas <yvette.salinas@co.hidalgo.tx.us>

**From:** "John Paul Lugo" <johnpaul.lugo@co.hidalgo.tx.us>
**To:** "Noemi Delosrios" <noemi.delosrios@co.hidalgo.tx.us>
**Sent:** Friday, June 2, 2017 8:42:14 AM
**Subject:** Agenda Item-Authority to Advertise- Precinct 3 BCAP 3rd Call Palm Subdivision Unit #2 Project

Good Morning, Yvette.

Please place the following item on CC agenda for Tuesday 13th June 2017:

Approval to advertise, 3rd Call Border Colonia Project for Precinct 3: Palm Subdivision Unit #2
Subdivision (CSJ:3C1080834)
Project Engineer: Javier Hinojosa Engineering
Account: 7-1312-431-00-123-834-0-721 & 723

Thank You,

**John Paul Lugo**
Program Operation Manager
Hidalgo County Executive Office
2818 South Bus. Hwy. 281
Edinburg, TX 78539

P: 956-292-7000 Ext. 5608
F: 956-292-7034

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**Cost Estimate - Palm Subdivision Unit No. 2.pdf**
301 KB

**100% Signed Redlined Plans - Palm Subdivision.pdf**
3 MB

**AI-60060** **Purchasing Department** **11. HH.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted For:** Marty Salazar, PURCHASING DEPT.

**Submitted By:** Betsy Roque, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

---

**Information**

**CAPTION**

## WIC PROGRAM:

Requesting to enter into two (2) 36 month capital lease agreements under awarded vendor CORE BUSINESS SOLUTIONS, INC. through BUYBOARD contract #453-14, for a monthly grand total of $731.54 between both leases.

| (2) WIC - Copier Leases | | | |
|---|---|---|---|
| REQ # | Lease | Model | Monthly Amount |
| 342508 | 36 month | MX-4070N | $ 208.16 - equipment<br>$ 134.00 - service<br>$ 342.16 monthly total |
| 342692 | 36 month | MX-M654N | $ 249.38 - equipment<br>$ 140.00 - service<br>$ 389.38 monthly total |

**BACKGROUND**

---

**Fiscal Impact**

**CALENDAR YEAR:** 2017 **ACCT. #:** 7-1292-441-00-350-001-7-XX0

**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:** Y

**BUDGETARY IMPACT:**

Funding available as of 06/07/2017 through req# 342692, 342508.

---

**Attachments**

342692 backup

342508 backup

---

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing - Internal | Marty Salazar | 06/06/2017 04:50 PM |

| | | |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/06/2017 04:52 PM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |

Form Started By: Betsy Roque Started On: 05/30/2017 10:35 AM

Final Approval Date: 06/09/2017

**AI-59983** **Purchasing Department** **11. II.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted For:** Marty Salazar, PURCHASING DEPT.

**Submitted By:** Tanya Delira, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

---

**Information**

**CAPTION**

Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft requirements etc.) as attached hereto for: Hidalgo County “"Purchase of Tires, Installation & Other Services" RFB:2017-154-06-13 including the re-advertisement of project in the event No Bids, or, responses are rejected and project is still required.

**BACKGROUND**

Current contract expires on: 12/05/2017
New Contract Commences on : 12/06/2017
Proposed Schedule of events:
1st advertisement: 06/17/17
2nd advertisement: 06/24/17
Bid Opening Date: 07/05/17

---

**Fiscal Impact**

**CALENDAR YEAR:** 2017 **ACCT. #:** 7-1100-415-18-160-001-0-540

**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:** N

**BUDGETARY IMPACT:**

PO #754521 for The Monitor; funds available as of 5-26-17 for advertising expenses.

**CALENDAR YEAR:** 2017 **ACCT. #:** obj. 610

**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

This contract, upon final award, will be for the use of the Sheriff's Office and all other law enforcement agencies in the County. Funding source is obj. 610 "General Supplies" on an "as needed basis". Please refer to attached expense report for funding availability as of 5-26-17 for law enforcement offices.

---

**Attachments**

legal Apprpval

Approval of Spects
Draft Contract
Legal Notice
Obj. 610 Exp. Report 5-26-17
Exhibit "A" Specifications
Exhibit "B" Bid Page

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing - Internal | Marty Salazar | 05/26/2017 09:29 AM |
| Budget & Management | Veronica Ortiz | 05/26/2017 10:30 AM |
| Ivan Cantu | Ivan Cantu | 05/26/2017 11:42 AM |
| Final Approval | Monica Salinas | 05/31/2017 02:50 PM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |
| Form Started By: Tanya Delira | | Started On: 05/24/2017 01:25 PM |
| Final Approval Date: 06/09/2017 | | |

**Zimbra** **tanya.delira@co.hidalgo.tx.us**

## Re: RFB: 2017-154 - Hidalgo County Sheriff's Office - "Purchase of Tires-Including Related Services Related to Installing Tires"

**From :** Victor Garza <victor.garza@da.co.hidalgo.tx.us> Wed, May 24, 2017 11:05 AM

**Subject :** Re: RFB: 2017-154 - Hidalgo County Sheriff's Office - "Purchase of Tires-Including Related Services Related to Installing Tires" 1 attachment

**To :** Tanya De Lira <tanya.delira@co.hidalgo.tx.us>, Josephine Ramirez <josephine.ramirez@da.co.hidalgo.tx.us>, Martha Salazar <martha.salazar@co.hidalgo.tx.us>, Darlene H. Betancourt <darlene.betancourt@co.hidalgo.tx.us>

Ms. De Lira,

attached please find revised agreement for the purchase of tires and related services. Subject to the recommended revisions, our office agrees as to the form of the contract.

Please let me know if you have any additional questions or concerns.

respectfully,

**Victor M. Garza**
*Assistant District Attorney*
Civil Division
**Office of the Criminal District Attorney**
Hidalgo County, Texas
100 East Cano Street
Edinburg, Texas 78539

(956) 292-7609 EXT. 8185
(956) 292-7619 FAX
victor.garza@da.co.hidalgo.tx.us

**********

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On Thu, May 11, 2017 at 4:02 PM, Tanya De Lira <tanya.delira@co.hidalgo.tx.us> wrote:

> Mr. Garza,

Attached please find the draft agreement for the following project; Fwd: RFB: 2017-154 - Hidalgo County Sheriff's Office - "Purchase of Tires-Including Related Services Related to Installing Tires" for your review/recommendation and/or approval.

Thank you

*Tanya De Lira, Buyer III*

Hidalgo County Purchasing Department
2812 S. Business Hwy 281
Edinburg, Texas 78539
O 956 292 7000 x 4878
F 956 292 7612

---

**Draft.Agreement.Tire.Servics.SO.docx**
31 KB

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**Hidalgo County Purchasing Department**
**2812 S. Business Highway 281**
**New Administration Building**
**Edinburg, Texas 78539**
**(956) 318-2626/ Fax: (956) 318-2629**

# MEMORANDUM

(Department's Approval)

**TO:** **Eduardo J. "Eddie" Guerra**
**Hidalgo County Sheriff's Office**

**ATTN:** Monica Guajardo — via email: monica.guajardo@hidalgoso.org
Roy Mendez — via e-mail: roy.mendez@hidalgoso.org

**FROM:** Tanya De Lira, Buyer III
Hidalgo County Purchasing Department

**DATE:** May 9, 2017

**RE:** **Approval or Disapproval of Specifications for:** ***Bid No: -2017-154-00-00-TDL-Hidalgo County Sheriff's Office-"Purchase of Tires-Including Related Services Related to Installing Tires***

Please review the following **CURRENT SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE.** If specifications are **NOT** met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4865.

| | |
|---|---|
| **APPROVE** ☑ | **DISAPPROVE** ☐ |
| **APPROVE WITH MODIFICATIONS** ☐ | |

Funds Availability: _____YES/_____NO/_____

Other (Specify) _____

Budget Account No.: 7-1100-~~401~~-00-280-001-0-610

| *SIGNATURE* | *PRINTED NAME* | *DEPARTMENT* | *DATE* |
|---|---|---|---|
| | Steve Herrera | H.C.S.O. | 5/10/2017 |

**SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, via e-mail: tanya.delira@co.hidalgo.tx.us by no later than Monday, May 15, 2017**

# EXHIBIT "A"

Specifications/Requirements
Hidalgo County Sheriff's Office
*"Purchase of Tires-Including Installation and Other Related Services"*
Bid No: 2017-154-xx-xx-TDL

**SCOPE OF SERVICES:**

The County of Hidalgo is requesting sealed bids from qualified vendors to furnish tires and to provide related services to Hidalgo County Sheriff's Office, **including all other *Hidalgo County Law Enforcement Agencies*,** in accordance with specifications/requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation.

**SPECIFICATIONS,REQUIREMENTS, TERMS AND CONDITIONS:**

1) The tires will be purchased only on an **"as needed basis".** (REFER TO EXHIBIT B)

2) Interested vendors may have at least **one (1) service/store location in Hidalgo County.**

3) All tires specified as **"all terrain"** should be for speeds of 100 mph and greater.

4) All tires specified as **"all steel"** should be for speeds of 100 mph and greater.

5) The charges for mounting (valve stems included), rotation and balancing will be itemized separately from the Unit price per tire (see Exhibit "B"- Bid page).

6) Mounting, rotation and balancing of tires is **OPTIONAL,** and will be done only on an **"as needed basis".**

7) Hidalgo County Sheriff's Office will dispose of all their used tires.

8) All tire purchases will be on an "as needed basis". There is no guaranteed annual volume.

9) Vendors will use only service technicians with a minimum of one (1) year experience in performing mounting, rotation and balancing tires.

10) Hidalgo County reserves the right to award item by item or services to one (1) or to multiple vendors, if it deems it is in its best interest to do so.

11) Insurance requirements for this project to be maintained throughout the contract term (Refer to limits on the Exhibit "C" for limits)

12) Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities to accept the bid considered the best and most advantage to the County.

*13)* Interested vendors must have been established and in business for at least two (2) years.

14) Hidalgo County may utilize "State Awarded Contracts or any other cooperative purchasing programs" when it is in the County best interest to do so.

15) The term of the bid contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the option to extend the contract for two (2) additional one (1) year terms under the same rates, terms and conditions.

16) Hidalgo County reserves the right to continue this bid for an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process.

17) Any contract awarded to a successful bidder will be in effect until;

a) The contract expires
b) Delivery acceptance of products and/or performance of services ordered, or
c) Terminated by County with thirty (30) days written notice prior to be cancellation.

18) Vendor agrees that to the extent an item is unavailable from vendors own inventory, vendors will be responsible for locating an alternative supplier and for providing the product or service to Hidalgo County.

19) After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

20) Costs are to be net F.O.B., County Prepaid.

21) Hidalgo County reserves the right to reject any or all bids/offers, and to select any part or parts thereof without accepting the entire bid/offer. Hidalgo County may purchase through the source that provides the lowest and best bid/offer to the County. Successful bidder will be notified of award as promptly as a thorough analysis of bids/offers will permit, and shall have ten (10) calendar days following date of notification of award in which to supply certificate of insurance as may be required herein.

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

DISQUALIFICAITONS OF BIDDERS:

Any one or more of the following causes may be considered sufficient for the disqualification of a bidder and the rejection of his/her bid or bids:

1. Evidence of collusion among bidders.

2. Lack of responsibility as revealed by either financial, experience or equipment statements, as submitted.

3. Lack of expertise as shown by past work, and judged from the standpoint of workmanship and performance history.

4. Uncompleted work under other contracts which, in the judgment of Hidalgo County might hinder or prevent the prompt completion of additional work if awarded.

**ADDITIONAL INFORMATION:**

All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent,**Attn: Tanya De Lira AT 2802 SOUTH BUSINESS HWY 281, EDINBURG, TEXAS 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**SUBMISSION OF QUESTIONS:**

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA EMAIL TO tanya.delira@co.hidalgo.tx.us BY NO LATER THAN, MONDAY, Month Day, 2017 AT 5:00 P.M., AND RESPONSES TO SAID INQUIRIES WILL BE SENT TO ALL APPLICANTS VIA EMAIL BY NO LATER THAN WEDNESDAY,MONTH DAY , 2017 AT 5:00 P.M.**

# EXHIBIT "B" revised

**BID PAGE**

Hidalgo County Sheriff's Office

***"Purchase of Tires-Including Installation and Other Related Services"***

Bid No: 2017-154-XX-XX-TDL

| NO. | TIRE SIZE AND DESCRIPTION | BRAND | Unit Price Per Tire | OPTIONAL SERVICES | | |
|---|---|---|---|---|---|---|
| | | | | Mounting (Cost) Valve Stem Included | Rotation (Cost) | Balancing (Cost) |
| 1. | **10.00R20** | | | | | |
| 2. | **11R22.5** | | | | | |
| 3. | **11R24.5** | | | | | |
| 4. | **215/85-R16 A/T** | | | | | |
| 5. | **215-60-17** | | | | | |
| 6. | **225/75-R16** | | | | | |
| 7. | **225-45-17** | | | | | |
| 8. | **225-55-17** | | | | | |
| 9. | **225-60-18** | | | | | |
| 10. | **235/65-R17** | | | | | |
| 11. | **235-55-R17 CP4** | | | | | |
| 12. | **235-55-R17 (speed rated) CP1** | | | | | |
| 13. | **235-55-ZR17** | | | | | |
| 14. | **235-55-ZR17 99W M +S** | | | | | |
| 15. | **235-85-R16 (hwy all steel -10 ply)** | | | | | |
| 16. | **245/75-R16 A/T** | | | | | |
| 17. | **245-70-R19.5 (hwy)** | | | | | |
| 18. | **255-50.19** | | | | | |
| 19. | **255-60-R16 Firestone Firehawk PT 41** | | | | | |
| 20. | **255-70-18** | | | | | |
| 21. | **265-35-22** | | | | | |
| 22. | **265-70-R17 M + S** | | | | | |

| NO. | TIRE SIZE AND DESCRIPTION | BRAND | Unit Price Per Tire | OPTIONAL SERVICES | | |
|---|---|---|---|---|---|---|
| | | | | Mounting (Cost) Valve Stem Included | Rotation (Cost) | Balancing (Cost) |
| 23. | **275-55-20** | | | | | |
| 24. | **275-60-20** | | | | | |
| 25. | **285-45-22** | | | | | |
| 26. | **285-60-R18 M + S** | | | | | |
| 27. | **295-75-R22.5** | | | | | |
| 28. | **305-55-20** | | | | | |
| 29. | **325-65-18** | | | | | |
| 30. | **37x12.50x17** | | | | | |
| 31. | **8.25R20** | | | | | |
| 32. | **9.00R20** | | | | | |
| 33. | **LT235-75-R15 (all terrain -10 ply)** | | | | | |
| 34. | **LT235-75-R16** | | | | | |
| 35. | **LT245-78-R16 (all terrain -10 ply)** | | | | | |
| 36. | **LT265-70-R17 (all terrain -10 ply)** | | | | | |
| 37. | **LT265-75-R16 (all terrain -10 ply)** | | | | | |
| 38. | **LT325-65-R18 (all terrain)** | | | | | |
| 39. | **P205-50-R16** | | | | | |
| 40. | **P205-55-R16** | | | | | |
| 41. | **P205-65-R15** | | | | | |
| 42. | **P205-75-R15** | | | | | |
| 43. | **P215-60-R16** | | | | | |
| 44. | **P225-60-R16 (speed rated)** | | | | | |
| 45. | **P235-55-R17 (speed rated) CP3** | | | | | |
| 46. | **P235-70-R17** | | | | | |
| 47. | **P235-75-R17 (10 ply)** | | | | | |
| 48. | **P245-65-R17 (regular tire)** | | | | | |

| NO. | TIRE SIZE AND DESCRIPTION | BRAND | Unit Price Per Tire | OPTIONAL SERVICES | | |
|---|---|---|---|---|---|---|
| | | | | Mounting (Cost) Valve Stem Included | Rotation (Cost) | Balancing (Cost) |
| 49. | **P245-70-R17 (10 ply)** | | | | | |
| 50. | **P255-65-R17** | | | | | |
| 51. | **P255-70-R16** | | | | | |
| 52. | **P255-70R17 11OT Silent Amor** | | | | | |
| 53. | **P255-70-R17 (10 ply)** | | | | | |
| 54. | **P255-70-R17 M + S 11OT Silent Armor** | | | | | |
| 55. | **P265-60-R17 (speed rated)** | | | | | |
| 56. | **P265-60-R17 108-H** | | | | | |
| 57. | **P265-70-R17 (10 ply)** | | | | | |
| 58. | **P265-70-R18** | | | | | |
| 59. | **P265-90-R17 108-H** | | | | | |
| 60. | **P85/60-R18** | | | | | |
| 61. | **T265-70-R17 TransForce A/T** | | | | | |
| 62. | **285-45-R22** | | | | | |

**NOTE**: If you **do offer** the service of mounting, rotation or balancing tires please put dollar amount, and if you **do not offer** the service of mounting, rotation or balancing tires, please specify by putting "NA" inside the boxes.

# BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO'S: _____

CELLULAR NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE _____

**THE STATE OF TEXAS §**
**§**
**COUNTY OF HIDALGO §**

## SERVICE CONTRACT
## C-17-154-xx-xx

THIS CONTRACT is made and entered into this _____day of _____, 2017 by and between the **County of Hidalgo, Texas**, **a political subdivision of the State of Texas, acting by and through the Hidalgo County Sheriff's Office,** ("County"), and _____ [*Insert Company Name*] ("Company").

**WHEREAS**, Company responded to a request for bids for the supply and of its requirements of the Hidalgo County Sheriff's Office including All other Hidalgo County Law Enforcement Agencies for "Purchase of Tires-Including Installation and other Related Services" (on an as needed basis)", as more particularly described in Exhibit "A" Request for Bids ("RFB"); and

**WHEREAS**, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "RFB Packet"); and

**WHEREAS**, in recognition of and in consideration of Company's agreement to perform the Services in accordance with RFB Packet, the Commissioners Court of County awarded the bid to Company.

**NOW, THEREFORE**, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to County. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

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2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the RFB Packet, within Hidalgo County following a request for Services by the County or its designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of Two (2) years , **(on an as needed basis),** commencing on _____ ____ , 2017 and expiring on _____ ____, 2019 and may be extended at the sole discretion of the County for an additional two (2) one (1) year terms under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this sealed bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

4. When County determines that it needs a quantity of the products to be delivered, it will, according to its Purchasing Policies, complete and submit to Company a Purchase Order describing the type and quantity of the products required. The products are to be delivered by Buyer to the location in Hidalgo County specified by County in its Purchase Order.

5. As consideration for rendering the Service provided under this Contract, the County agrees to pay Company for each Purchase Order based on the prices set out in Exhibit "B". Company shall render invoices for each Purchase Order, and the invoices shall be paid by County on or before the 30th day following receipt of the invoice.

6. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority

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during the term hereof to provide the Services.

7. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

8. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

9. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

10. **Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.**

11. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

12. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has



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no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

13. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

| | |
|---|---|
| If to County: | **County of Hidalgo**<br>**Ramon Garcia, Hidalgo County Judge**<br>**100 E. Cano**<br>**Edinburg, Texas 78539** |
| With copy to: | Hidalgo County Sheriff's Office<br>711 E. Cibolo Road<br>Edinburg, Texas 78541 |
| If to Company: | Company<br>Address<br>City, State Zip |

14. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

15. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

16. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

17. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

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18. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

19. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

20. **Immunities.** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

21. **Nondiscrimination:** Company/Contractor/Vendor, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity when providing any services described herein under this contract/agreement.

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22. **Additional Documents.** The parties hereto covenant and agree that they will execute each such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this contract/agreement.

**EXECUTED** and effective as of the day and year first written above.

COUNTY OF HIDALGO

_____

Ramon Garcia, County Judge

ATTEST:

_____

Arturo Guajardo Jr., County Clerk

Company:_____

By:_____

Printed Name:_____

Title:_____

Approved By Commissioners Court On: _____

APPROVED AS TO FORM:
Office of District Attorney

By: _____
Victor M. Garza
Assistant District Attorney

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# EXHIBIT "A"

# REQUEST FOR BID (RFB) PROCUREMENT PACKET

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# EXHIBIT “B”

# REQUEST FOR BID

# BID PAGE

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# EXHIBIT "C"

# CERTIFICATE OF INSURANCE

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# REQUEST FOR BIDS

## HIDALGO COUNTY
## "Purchase of Tires & Other Related Services"

## BID OPENING DATE

July 05, 2017


Contact Person:

Tanya De Lira, Buyer III
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 - Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
956 318-2626


Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY - "Purchase of Tires & Other Related Services"** in accordance with the specifications attached as **Exhibit "A"** hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County. Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and it's effect on the overall bid.

**One (1) original and Three (3) copies** of all bids are required with the bidders name and return address clearly typed and or/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID NO.: 2017-154-06-13-TDL "HIDALGO COUNTY - "Purchase of Tires & Other Related Services"** and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, Administration Building, Edinburg, Texas**, on or before 9:30 A.M, WEDNESDAY, July 05, 2017. NO FACSIMILES, EMAILS OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "HIDALGO COUNTY - "Purchase of Tires & Other Related Services"** Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bids considered the best and most advantageous to Hidalgo County.

Additionally, all forms listed below must be properly executed and included with your bid:

1. Legal Notice (See page 8);
2. Bid Page – Procurement Form – Areas of Specialization (See **Exhibit "B"**);
3. Insurance pages with Acknowledgment Forms (See **Exhibit "C"**);
4. Form CIQ-Conflict of Interest Questionnaire (See **Exhibit "D"**);
5. Vendor Bidder Application & W-9 forms (See **Exhibit "E"**);
6. Certification Regarding Debarment (See **Exhibit "F"**); and
7. Title VI Appendices (See **Exhibit "G"**)
8. SAMS.gov Registration Acknowledgement (See Number 18 below).

2. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so; D. award the contract to the responsible bidder who submits the lowest and best bid. "Lowest and best" means a bid or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties, and customer service after a sale.

3. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

4. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

5. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

6. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

7. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

8. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

9. County reserves the right to accept or reject any or all Bids.

10. Costs are to be net F.O.B., County Prepaid.

11. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

12. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

13. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

14. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

15. BILLING AND PAYMENT INSTRUCTIONS:

. Invoices must include:

a) Name and address of successful bidder
b) Name and address of receiving department or official
c) Purchase Order Number (if any)
d) Notation -"HIDALGO COUNTY -RFB NO.:2017-154-xx-xx-TDL Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
e) Contract number must be indicated on all invoices

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
2808 S. Business Hwy 281
Edinburg, TX 78539
(956) 318-2511

16. SCHEDULE OF EVENTS

| | |
|---|---|
| Bid Opening, 9:30 A.M. | July 05, 2017 |
| Award of Contract | _____, 2017 |
| Commence Work or Deliver Products | _____, 2017 |

17. BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76. Register at SAMs System for Award Management @ www.sam.gov.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

18. TITLE VI NOTICE/ NONDISCRIMATION

a. "The County of Hidalgo, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.252, 42 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

b. The appropriate clauses of Appendices "A" through "E" as delineated in the USDOT Standard Title VI/Nondiscrimination Assurances - Specific Assurances are hereby incorporated by reference as applicable. Title VI Appendices "A" through "E" are attached as **Exhibit "G.**

c. Bidder will attach all applicable notices to which it is obligated to provide or submit as part of the bid, including Form FHWA 1273 to be submitted by all contractors and subcontractors in relation to construction contracts.

19. ETHICAL STANDARDS:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

NOTICE:
ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

20. DISCLOSURE OF CONFLICT OF INTEREST

. Effective January 1, 2016, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit E, the vendor, person, consultant or contractor's affiliation or business relationship

that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

**Completed Form CIQ must be submitted to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539 - Hidalgo County Courthouse.**

**COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.**

21. CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)

As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFB packet. In accordance with these requirements, business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the RFB Project No. (2017-154), as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to: tanya.delira@co.hidalgo.tx.us. Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit Form 1295 signed and notarized may result in delay of award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

**https://www.ethics.state.tx.us/tec/1295-Info.htm**

THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS FROM THE DATE THE HIDALGO COUNTY COMMISSIONER'S COURT APPROVES THIS AGREEMENT TO SUBMIT THE SIGNED NOTARIZED FORM 1295. *HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.*

22. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the County.

23. Bids, and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

24. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;

- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

25. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

26. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

27. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the specifications.

28. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

29. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

30. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

31. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

# LEGAL NOTICE

Bid
for
**HIDALGO COUNTY**

## "Purchase of Tires & Other Related Services"

## BID NO.: 2017-154-06-13-TDL

To: Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281 - Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

| Account Number / Description | | Original Budget | Adjusted Budget | Y-T-D Encumbrance | Y-T-D Expended | Available Balance | Percent Used |
|---|---|---|---|---|---|---|---|
| **1100 GENERAL FUND** | | | | | | | |
| 7-1100-421-00-080-003-0-610 | AUTOPSIES-GENERAL SUPPLIES | 10,000.00 | 11,779.40 | 6,070.64 | 3,204.21 | 2,504.55 | 78.74 |
| 7-1100-421-00-125-011-0-610 | TX DPS-GENERAL SUPPLIES | 97.00 | 97.00 | .00 | .00 | 97.00 | .00 |
| 7-1100-421-00-280-001-0-610 | SHERIFF-GENERAL SUPPLIES | 600,000.00 | 592,260.00 | 140,911.60 | 113,447.10 | 337,901.30 | 42.95 |
| 7-1100-421-00-291-001-0-610 | CONST PCT1-GENERAL SUPPLIES | 25,000.00 | 20,522.00 | 4,171.13 | 6,199.35 | 10,151.52 | 50.53 |
| 7-1100-421-00-292-001-0-610 | CONST PCT2-GENERAL SUPPLIES | 35,000.00 | 26,795.36 | 6,801.57 | 7,591.87 | 12,401.92 | 53.72 |
| 7-1100-421-00-293-001-0-610 | CONST PCT3-GENERAL SUPPLIES | 25,000.00 | 25,000.00 | 2,224.45 | 8,529.07 | 14,246.48 | 43.01 |
| 7-1100-421-00-294-001-0-610 | CONST PCT4-GENERAL SUPPLIES | 25,000.00 | 22,777.00 | 6,682.76 | 5,528.99 | 10,565.25 | 53.61 |
| **1100 GENERAL FUND** | | **720,097.00** | **699,230.76** | **166,862.15** | **144,500.59** | **387,868.02** | **44.53** |
| **1227 SHERIFF FORFEITURE FUND-CCP CHAPTER 59** | | | | | | | |
| 7-1227-421-00-280-005-0-610 | SHRF INVESTIG HB65-GENERAL SUPPLIES | 70,000.00 | 70,000.00 | 3,732.20 | .00 | 66,267.80 | 5.33 |
| **1227 SHERIFF FORFEITURE FUND-CCP CHAPTER 59** | | **70,000.00** | **70,000.00** | **3,732.20** | **.00** | **66,267.80** | **5.33** |
| **1228 SHERIFF FEDERAL SHARING-US TREASURY** | | | | | | | |
| 7-1228-421-00-280-006-0-610 | SHRF FED SHARING-US TREAS-GENERAL SUPPL | 13,000.00 | 13,000.00 | 417.36 | 1,211.50 | 11,371.14 | 12.53 |
| **1228 SHERIFF FEDERAL SHARING-US TREASURY** | | **13,000.00** | **13,000.00** | **417.36** | **1,211.50** | **11,371.14** | **12.53** |
| **1229 SHERIFF FEDERAL SHARING-US DEPT OF JUSTI** | | | | | | | |
| 7-1229-421-00-280-007-0-610 | SHRF FED SHARING-USDJ-GENERAL SUPPLIES | 70,000.00 | 70,000.00 | 15,584.99 | 13,684.71 | 40,730.30 | 41.81 |
| **1229 SHERIFF FEDERAL SHARING-US DEPT OF JUSTI** | | **70,000.00** | **70,000.00** | **15,584.99** | **13,684.71** | **40,730.30** | **41.81** |
| **1230 CONSTABLE PCT 3 FORFEITURE FUND-CCP CHAP** | | | | | | | |
| 7-1230-421-00-293-010-0-610 | CONST PCT3 CCP59-GENERAL SUPPLIES | .00 | 8,000.00 | .00 | .00 | 8,000.00 | .00 |
| **1230 CONSTABLE PCT 3 FORFEITURE FUND-CCP CHAP** | | **.00** | **8,000.00** | **.00** | **.00** | **8,000.00** | **.00** |
| **1241 COURTHOUSE SECURITY** | | | | | | | |
| 7-1241-421-23-125-032-0-610 | COURTHOUSE SECURITY-GENERAL SUPPLIES | .00 | 2,000.00 | 680.40 | 117.60 | 1,202.00 | 39.90 |
| **1241 COURTHOUSE SECURITY** | | **.00** | **2,000.00** | **680.40** | **117.60** | **1,202.00** | **39.90** |
| **1261 CONST PCT3 FED SHRG-DOJ** | | | | | | | |
| 7-1261-421-00-293-017-0-610 | CONST PCT3 FED SHRG-DOJ-GENERAL SUPPLIES | .00 | 7,698.08 | .00 | .00 | 7,698.08 | .00 |
| **1261 CONST PCT3 FED SHRG-DOJ** | | **.00** | **7,698.08** | **.00** | **.00** | **7,698.08** | **.00** |
| **1284 DESIGNATED PURPOSE GRANTS LVL 4** | | | | | | | |
| 7-1284-421-00-280-047-8-610 | SHERIFF OPSG-GENERAL SUPPLIES | .00 | 5,000.00 | .00 | .00 | 5,000.00 | .00 |
| 7-1284-421-00-280-047-9-610 | SHERIFF OPSG-GENERAL SUPPLIES | .00 | 2,000.00 | .00 | .00 | 2,000.00 | .00 |
| **1284 DESIGNATED PURPOSE GRANTS LVL 4** | | **.00** | **7,000.00** | **.00** | **.00** | **7,000.00** | **.00** |
| **1285 DESIGNATED PURPOSE GRANTS LVL 5** | | | | | | | |
| 7-1285-421-00-291-006-6-610 | CONST PCT1 RSWG-GENERAL SUPPLIES | .00 | 101.70 | .00 | 101.70 | .00 | |

| Account Number / Description | | Original Budget | Adjusted Budget | Y-T-D Encumbrance | Y-T-D Expended | Available Balance | Percent Used |
|---|---|---|---|---|---|---|---|
| **1285 DESIGNATED PURPOSE GRANTS LVL 5** | | | | | | | |
| 7-1285-421-00-291-006-6-610 | CONST PCT1 RSWG-GENERAL SUPPLIES | | | | | | 100.00 |
| 7-1285-421-00-292-006-6-610 | CONST PCT2 RSWG-GENERAL SUPPLIES | .00 | 101.70 | .00 | 101.70 | .00 | 100.00 |
| 7-1285-421-00-293-006-6-610 | CONST PCT3 RSWG-GENERAL SUPPLIES | .00 | 111.39 | .00 | 111.39 | .00 | 100.00 |
| 7-1285-421-00-294-006-6-610 | CONST PCT4 RSWG-GENERAL SUPPLIES | .00 | 101.70 | .00 | 101.70 | .00 | 100.00 |
| **1285 DESIGNATED PURPOSE GRANTS LVL 5** | | **.00** | **416.49** | **.00** | **416.49** | **.00** | **100.00** |
| **7 YEAR 2017** | | **873,097.00** | **877,345.33** | **187,277.10** | **159,930.89** | **530,137.34** | **39.57** |

# EXHIBIT "A"

Specifications/Requirements
Hidalgo County Sheriff's Office
*"Purchase of Tires-Including Installation and Other Related Services"*
Bid No: 2017-154-07-05-TDL

## SCOPE OF SERVICES:

The County of Hidalgo is requesting sealed bids from qualified vendors to furnish tires and to provide related services to Hidalgo County Sheriff's Office, **including all other *Hidalgo County Law Enforcement Agencies,*** in accordance with specifications/requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation.

## SPECIFICATIONS,REQUIREMENTS, TERMS AND CONDITIONS:

1) The tires will be purchased only on an "**as needed basis".** (REFER TO EXHIBIT B)

**2)** Interested vendors may have at least **one (1) service/store location in Hidalgo County.**

3) All tires specified as **"all terrain"** should be for speeds of 100 mph and greater.

4) All tires specified as **"all steel"** should be for speeds of 100 mph and greater.

5) The charges for mounting (valve stems included), rotation and balancing will be itemized separately from the Unit price per tire (see Exhibit "B"- Bid page).

6) Mounting, rotation and balancing of tires is **OPTIONAL,** and will be done only on an **"as needed basis".**

7) Hidalgo County Sheriff's Office will dispose of all their used tires.

**8)** All tire purchases will be on an "as needed basis". There is no guaranteed annual volume.

9) Vendors will use only service technicians with a minimum of one (1) year experience in performing mounting, rotation and balancing tires.

10) Hidalgo County reserves the right to award item by item or services to one (1) or to multiple vendors, if it deems it is in its best interest to do so.

11) Insurance requirements for this project to be maintained throughout the contract term (Refer to limits on the Exhibit "C" for limits)

12) Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities to accept the bid considered the best and most advantage to the County.

***13)*** Interested vendors must have been established and in business for at least two (2) years.

**14)** Hidalgo County may utilize "State Awarded Contracts or any other cooperative purchasing programs" when it is in the County best interest to do so.

15) The term of the bid contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the option to extend the contract for two (2) additional one (1) year terms under the same rates, terms and conditions.

16) Hidalgo County reserves the right to continue this bid for an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process.

17) Any contract awarded to a successful bidder will be in effect until;
    a) The contract expires
    b) Delivery acceptance of products and/or performance of services ordered, or
    c) Terminated by County with thirty (30) days written notice prior to be cancellation.

18) Vendor agrees that to the extent an item is unavailable from vendors own inventory, vendors will be responsible for locating an alternative supplier and for providing the product or service to Hidalgo County.

19) After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

20) Costs are to be net F.O.B., County Prepaid.

21) Hidalgo County reserves the right to reject any or all bids/offers, and to select any part or parts thereof without accepting the entire bid/offer. Hidalgo County may purchase through the source that provides the lowest and best bid/offer to the County. Successful bidder will be notified of award as promptly as a thorough analysis of bids/offers will permit, and shall have ten (10) calendar days following date of notification of award in which to supply certificate of insurance as may be required herein.

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

## DISQUALIFICAITONS OF BIDDERS:

Any one or more of the following causes may be considered sufficient for the disqualification of a bidder and the rejection of his/her bid or bids:

1. Evidence of collusion among bidders.

2. Lack of responsibility as revealed by either financial, experience or equipment statements, as submitted.

3. Lack of expertise as shown by past work, and judged from the standpoint of workmanship and performance history.

4. Uncompleted work under other contracts which, in the judgment of Hidalgo County might hinder or prevent the prompt completion of additional work if awarded.

## ADDITIONAL INFORMATION:

All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent**, Attn: Tanya De Lira AT 2802 SOUTH BUSINESS HWY 281, EDINBURG, TEXAS 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

## SUBMISSION OF QUESTIONS:

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA EMAIL TO tanya.delira@co.hidalgo.tx.us BY NO LATER THAN, MONDAY, June 26, 2017 AT 5:00 P.M., AND RESPONSES TO SAID INQUIRIES WILL BE SENT TO ALL APPLICANTS VIA EMAIL BY NO LATER THAN WEDNESDAY, June 28, 2017 AT 5:00 P.M.**

# EXHIBIT "B"

**BID PAGE**

Hidalgo County Sheriff's Office

***"Purchase of Tires-Including Installation and Other Related Services"***

Bid No: 2017-154-07-05-TDL

| NO. | TIRE SIZE AND DESCRIPTION | BRAND | Unit Price Per Tire | OPTIONAL SERVICES | | |
|---|---|---|---|---|---|---|
| | | | | Mounting (Cost) Valve Stem Included | Rotation (Cost) | Balancing (Cost) |
| 1. | **10.00R20** | | | | | |
| 2. | **11R22.5** | | | | | |
| 3. | **11R24.5** | | | | | |
| 4. | **215/85-R16 A/T** | | | | | |
| 5. | **215-60-17** | | | | | |
| 6. | **225/75-R16** | | | | | |
| 7. | **225-45-17** | | | | | |
| 8. | **225-55-17** | | | | | |
| 9. | **225-60-18** | | | | | |
| 10. | **235/65-R17** | | | | | |
| 11. | **235-55-R17 CP4** | | | | | |
| 12. | **235-55-R17 (speed rated) CP1** | | | | | |
| 13. | **235-55-ZR17** | | | | | |
| 14. | **235-55-ZR17 99W M +S** | | | | | |
| 15. | **235-85-R16 (hwy all steel -10 ply)** | | | | | |
| 16. | **245/75-R16 A/T** | | | | | |
| 17. | **245-70-R19.5 (hwy)** | | | | | |
| 18. | **255-50.19** | | | | | |
| 19. | **255-60-R16 Firestone Firehawk PT 41** | | | | | |
| 20. | **255-70-18** | | | | | |
| 21. | **265-35-22** | | | | | |
| 22. | **265-70-R17 M + S** | | | | | |

| NO. | TIRE SIZE AND DESCRIPTION | BRAND | Unit Price Per Tire | OPTIONAL SERVICES | | |
|---|---|---|---|---|---|---|
| | | | | Mounting (Cost) Valve Stem Included | Rotation (Cost) | Balancing (Cost) |
| 23. | **275-55-20** | | | | | |
| 24. | **275-60-20** | | | | | |
| 25. | **285-45-22** | | | | | |
| 26. | **285-60-R18 M + S** | | | | | |
| 27. | **295-75-R22.5** | | | | | |
| 28. | **305-55-20** | | | | | |
| 29. | **325-65-18** | | | | | |
| 30. | **37x12.50x17** | | | | | |
| 31. | **8.25R20** | | | | | |
| 32. | **9.00R20** | | | | | |
| 33. | **LT235-75-R15 (all terrain -10 ply)** | | | | | |
| 34. | **LT235-75-R16** | | | | | |
| 35. | **LT245-78-R16 (all terrain -10 ply)** | | | | | |
| 36. | **LT265-70-R17 (all terrain -10 ply)** | | | | | |
| 37. | **LT265-75-R16 (all terrain -10 ply)** | | | | | |
| 38. | **LT325-65-R18 (all terrain)** | | | | | |
| 39. | **P205-50-R16** | | | | | |
| 40. | **P205-55-R16** | | | | | |
| 41. | **P205-65-R15** | | | | | |
| 42. | **P205-75-R15** | | | | | |
| 43. | **P215-60-R16** | | | | | |
| 44. | **P225-60-R16 (speed rated)** | | | | | |
| 45. | **P235-55-R17 (speed rated) CP3** | | | | | |
| 46. | **P235-70-R17** | | | | | |
| 47. | **P235-75-R17 (10 ply)** | | | | | |
| 48. | **P245-65-R17 (regular tire)** | | | | | |

| NO. | TIRE SIZE AND DESCRIPTION | BRAND | Unit Price Per Tire | OPTIONAL SERVICES | | |
|---|---|---|---|---|---|---|
| | | | | Mounting (Cost) Valve Stem Included | Rotation (Cost) | Balancing (Cost) |
| 49. | **P245-70-R17 (10 ply)** | | | | | |
| 50. | **P255-65-R17** | | | | | |
| 51. | **P255-70-R16** | | | | | |
| 52. | **P255-70R17 11OT Silent Amor** | | | | | |
| 53. | **P255-70-R17 (10 ply)** | | | | | |
| 54. | **P255-70-R17 M + S 11OT Silent Armor** | | | | | |
| 55. | **P265-60-R17 (speed rated)** | | | | | |
| 56. | **P265-60-R17 108-H** | | | | | |
| 57. | **P265-70-R17 (10 ply)** | | | | | |
| 58. | **P265-70-R18** | | | | | |
| 59. | **P265-90-R17 108-H** | | | | | |
| 60. | **P85/60-R18** | | | | | |
| 61. | **T265-70-R17 TransForce A/T** | | | | | |
| 62. | **285-45-R22** | | | | | |

**NOTE**: If you **do offer** the service of mounting, rotation or balancing tires please put dollar amount, and if you **do not offer** the service of mounting, rotation or balancing tires, please specify by putting “NA” inside the boxes.

# BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

| | |
|---|---|
| BIDDER/COMPANY NAME: | |
| ADDRESS: | |
| CITY/STATE/ZIP CODE: | |
| PHONE & FAX NO'S: | |
| CELLULAR NO: | |
| E-MAIL ADDRESS: | |
| AUTHORIZED SIGNATURE: | |
| PRINTED NAME: | |
| TITLE | |

**AI-60063** **Purchasing Department** **11. JJ.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted For:** Marty Salazar, PURCHASING DEPT.

**Submitted By:** Tanya Delira, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

---

## Information

**CAPTION**

Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft requirements etc.) as attached hereto for: Hidalgo County "Service Repair & Maintenance of County Generators RFB: 2017-150-07-05-TDL" including the re-advertisement of project in the event No Bids, or, Responses are rejected and project is still required.

**BACKGROUND**

Current Contract Expires on: 10/30/2017
New Contract Commences on: 10/31/2017
Proposed Schedule of Events:
1st advertisement: 06/17/17
2nd advertisement: 06/24/17
Bid Opening Date:7/05/17

---

## Fiscal Impact

**CALENDAR YEAR:** **ACCT. #:**

**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

User department would need to have funding to make said expenditures.

---

## Attachments

Legals Approval
Approval of Specs
Exhibit "A" Specifications
Exhibit "B" Bid Page
Draft Contract
Legal Notice

---

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing - Internal | Marty Salazar | 05/31/2017 11:19 AM |
| Budget & Management | Veronica Ortiz | 05/31/2017 11:22 AM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |
| Form Started By: Tanya Delira | | Started On: 05/30/2017 04:45 PM |
| Final Approval Date: 06/09/2017 | | |

**Zimbra** **tanya.delira@co.hidalgo.tx.us**

## RE: C-17-150-xx-xx

**From :** Vwhyh#Fudlq#?vfudlqC dwodvkdoo1frp A# Wxh/#P d|#63/#534:#37=5<#SP

**Subject :** UH=#F04:04830{{0{{

**To :** *wdq|d#Gh#Dlud*#?wdq|d1ghdudC fr1klgdgjr1w{1xvA#

Looks good.

-----Original Message-----
From: Tanya De Lira [mailto:tanya.delira@co.hidalgo.tx.us]
Sent: Tuesday, May 30, 2017 2:46 PM
To: Steve Crain <scrain@atlashall.com>
Subject: Re: C-17-150-xx-xx

Mr. Crain,
Attached please find the revised/corrected draft agreement.

Thank you

Tanya De Lira, Buyer III

Hidalgo County Purchasing Department
2812 S. Business Hwy 281
Edinburg, Texas 78539
O 956 292 7000 x 4878
F 956 292 7612

Tanya De Lira, Buyer III

Hidalgo County Purchasing Department
2812 S. Business Hwy 281
Edinburg, Texas 78539
O 956 292 7000 x 4878
F 956 292 7612

----- Original Message -----
From: "Steve Crain" <scrain@atlashall.com>
To: "Tanya De Lira" <tanya.delira@co.hidalgo.tx.us>
Sent: Thursday, May 25, 2017 9:11:54 AM
Subject: C-17-150-xx-xx

Good morning Tanya:

See the attached with Mr. Crain's comments. should you have any questions, please call our office.

Thank you,

Marynel Trevino-Rodriguez, Secretary for Stephen L. Crain & J. Joseph Vale ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502
Direct Telephone Number (956) 632-8221
Office Telephone Number (956) 682-5501
Facsimile Number (956) 686-6109
Website address: kwws=22z z z 1dwodvkdoodfrp 2

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This communication does not reflect an intention by the sender or the sender's client to conduct a transaction or make any agreement by electronic means. Nothing in this message or in any attachment shall satisfy the requirements for a writing, or constitute a contract or electronic signature under the Electronic Signatures in Global and National Commerce Act, any version of the Uniform Electronic Transaction Act or any other statute governing electronic transactions.

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

To: Facilities Management

From: Tanya De Lira, Buyer III

Date: May 08, 2017

Re: RFB No: 2017-150-00-00-TDL- **"SERVICE REPAIR & MAINTENANCE OF COUNTY GENERATORS"**

Please review the following **SPECIFICATIONS** and indicate if they meet all your requirements by marking **APPROVE** (or) **DISAPPROVE** and signing below. If you mark **DISAPPROVE**, please make any and all modifications necessary to the specifications and e-mail the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4878.

| | |
|---|---|
| APPROVE ☑ 1st Collection Total of 216 | DISAPPROVE WITH MODIFICTIONS: ☐ |

FUNDS AVAILABILITY: ✓ YES / _____NO/_____Other(Specify)_____

BUDGET ACCOUNT #:_____

Daniel Flores 5/25/17

AUTHORIZED SIGNATURE PRINTED NAME DATE

**SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail:** tanya.delira@co.hidalgo.tx.us **by no later than Friday, March 24, by 5:00p.m.**

ENCLOSED: VIA EMAIL

| Department | POC |
|---|---|
| Facility Management | Daniel Flores |

EXHIBIT "A"
Hidalgo County
"Service/Repair and Maintenance of County Generators"
2017-150-07-05-TDL
RFB -SPECIFICATIONS

## REQUIREMENTS/SPECIFICATIONS

Hidalgo County is seeking to contract with a vendor providing the most advantageous bid to the County to conduct all of Services/ Maintenance and Repairs of Generators on a Quarterly, Annually and/or Triennial basis as required for each generator here in listed.

Maintenance Services will be provided in accordance with the following specifications and manufacturer recommendations.

**Bid price/fees must include service trip,** all labor and materials to properly service and maintain as necessary, including but not limited to Load Bank Testing, Automatic Transfer, Megohmeter, Fuel, and Annual Preventive Maintenance Levels 1, 2, and 3.

The Generators to be maintained consists of the following:

| # | Manufactor | KW/Voltage | Serial # | Model # | Building | Location | Fuel/Qty |
|---|---|---|---|---|---|---|---|
| 1 | Caterpillar (3304 Cat) | KVA 131 KW-105-240/480/3 PH | 5CA01537 | SR-4 | County Courthouse | 100 N. Closner Edinburg, Tx | Diesel |
| 2 | Caterpillar | KVA:50 KW-50 VOLT:280PH-1 | CATODG-60PN 8500108 | DG-50-2 | County Courthouse –IT Room | 100 N. Closner Edinburg, Tx | Natural Gas |
| 3 | Generac Power System | KVA-625 KW-500 V-277/480/3 PH | Unit A S/N-2093252 | 8103541000 | New Admin #1 | 2802 S. Business Hwy 281 Edinburg, Tx | Diesel 250-GAL |
| 4 | Generac Power System | KVA-625 KW-500 V-277/480/3 PH | Unit B S/N -2093251 | 8103540600 | New Admin #2 | 2802 S. Business Hwy 281 Edinburg, Tx | Diesel 250-GAL |
| 5 | Caterpillar (Portable Unit) – XO30 | KVA 37.5 KW-30-V-208-480-3 PH | CAT00C33PN3X00273 | XO30-6 | C.O.Health Department | 1304 S 25th St. Edinburg, Tx | Diesel 60-GAL |
| 6 | Olympian | KVA 62.5 KW 50 V-240-120-3 PH | OLY00000VNPF02045 | D50P3 | C.O Health Department | 1304 S 25th St. Edinburg, Tx | Diesel 175-GAL |
| 7 | Olympian | KVA 250 KW 200 V-208/120/3-PH | OLY00000jnns1958 | D200P3 | C.O Health Department | 1304 S 25th St. Edinburg, Tx | Diesel 400-GAL |
| 8 | Kohler Power System | KVA-594 KW-475 V-120/240/3 PH | 2085749 | 500REZV8 | Juvenile Justice Center | 1001 N. Doolittle Rd. Edinburg, Tx | Diesel |
| 9 | MQ Multi Quip | RATED OUTPUT-6000W KW-7.7 V-120/240/1-PH | 5586850 | D-A-7000SS | SATF | 1124 N M.Road Edinburg, Tx | Diesel |
| 10 | Kohler Power System | KVA-75 KW-60-V-120/240/3-PH | 386346 Spc-PA-205228-A | 60ROZJ81 | Forensic Center | 3100 S. Business Hwy 281 Edinburg, Tx | Diesel 100-GAL |
| 11 | Generac | KVA 40 KW-40-120/240/ 1-PH | 2049892 | 99A04444-s | Fac Mgt Spare System | 3100 S Business Hwy 281 Edinburg, Tx | Diesel 175-GAL |
| 12 | Caterpillar | KVA: 125 KW-100 V-208/120/3-PH | CAT00C44CD4801521 | D100-6 | Pct No.4 Offices | 1001 N. Doolittle Rd. Edinburg, Tx | Diesel 200-GAL |
| 13 | Generac 9/30/04 | KVA:100 KW:80 VOLT:120/208/3PH | 2079463 | 4451540100 | Pct No. 3-Multiplex Center | 724 N. Breyfogle PO.Box 607 Mission, Tx | Diesel |
| 14 | Generac | KVA: 188 KW:150 Volt:120/240/3PH | 2103222 | 11174000200 | Pct No 3- Pavilion | 300 S. Inspiration Mission, Texas | Diesel |
| 15 | Caterpillar | KVA-218.8 KW-175 V-208-120/3-PH | CAT00C66TN6D01644 | D175-2 | Pct 2 Pharr Clinic, Hall Acres | 300 W Hall Acres Rd. Ste B, Pharr, Tx | Diesel 399-GAL |
| 16 | Generac | KVA-1250 KW-1000 V-277/480/3-PH | 8723833 | MD1000KG121 60D18GPSY2 | Old Admin | 100 E Cano St, Edinburg, Tx | Diesel 1,645-GAL |
| 17 | Generac | KVA-188 KW-150 V-277/480/3-PH | 2111749 | 13085900100 | John Austin Pena | 3341 E. Schunior Edinburg, Tx | Diesel 1,000 GAL |
| 18 | Generac | KVA-188 KW-150V-120/208/3-PH | 7841464 | 15011760100 | Pct. 1 Constables | 1902 Joe Stephens Weslaco, Tx. | Diesel 333-GAL |
| 19 | Cummins Power Gen | KVA-312.5 KW-250.0 V277/480/PH3 | G140706441 | DQDAA-1409677 | Pct. 4 "M" Road | 1124 N. M Rd. Edinburg Tx. | Diesel 500-GAL |
| 20 | Generac | KVA-219 KW-175 120/208 3PH | 9078461 | SD0175 GG176 | Pct 4 Sunflower Park | E. Hwy 107 La Blanca Tx. | Diesel 145-GAL |
| 21 | Generac | KVA-250 KW-200 120/208 3PH | 9079535 | SD0130 GG176 | Pct 4 186 Fire Dept. | 21661 Hwy 186 Edinburg Tx. 78542 | Diesel |

## GENERATOR'S LIST ADDITIONS AND DELETIONS

1. **Revisions to list may be made in the event a generator is added or deleted from the services**. Due to new generators becoming available during the term of this bid, listed generators may change.
2. Additional sites will be priced based on Kilo Watts as listed on Exhibit B.

## REQUIREMENTS

1. Participants must be authorized factory trained by generator manufacturer and certified to work on at least one of the following listed equipment and its switch gear (i.e. ISO Links, Zenith, ASCO series 300, Kohler (Detroit Diesel), and Generac SD 100-Mitsubish).

2. PARTS –For additional parts not included as preventive services parts, with previous approval from County Facilities Management, awarded vendor will be allowed to provide parts with a markup rate. Vendor must use genuine manufacturer parts (filters oil, air, diesel, and misc. parts) as first option and equal or better.

3. At the time of submission of invoices to the Hidalgo County, awarded vendor must provide invoices for parts purchased to repair generators, for auditing purposes and verification of mark up rate.

4. Awarded vendor must be able to provide service/ maintenance and repair to generators in accordance with the National Electric Code (N E C), the life Safety Code, and the National Fire Protection Association and the Joint Commission.

5. Technicians must be available (24) twenty–four hours (7) seven days a week.

6. Vendors must provide bid pricing on the following:

    a) A technician fee on an "As needed basis" per hour (normal hours and after hours).

    b) Percentage mark up rate for parts for related preventive services repairs.

## TERMS & CONDITIONS

1. All costs and expenses associated with the preparation and submission of (proposal, proposals and / or quotes) shall be responsibility of the proposer and no reimbursements for such charges or expenses shall be passed onto **HIDALGO COUNTY**.

2. **The term of the contract** will be for three (3) years. Bid price should remain firm thru the term of the contract including any extensions.

3. Hidalgo County reserves the right to continue this proposal for additional sixty (60) days Grace period at the end of the contract term for unforeseen delay in award of new proposal for next contract term.

4. The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by County with a thirty (30) day written notice prior to any cancellation.

5. Hidalgo County reserves the right to award the proposal to the proposer submitting the most advantageous response meeting all requirements and specifications.

6. Hidalgo County reserves the right to award by line item or on an "all or none basis".

7. Vendor shall provide maintenance services at no additional cost other than stated on Exhibit "B" for normal maintenance and repair.

7. Hidalgo County reserves the right to reject any or all bids submitted, if it is in the best interest to do so.

8. The awarded vendor will maintain all insurance requirements and its limits through out the agreement term, as described and listed in Exhibit "C" Insurance requirements.

9. Hidalgo County has the authority to utilize other State Contracts from its membership with their existing or new cooperatives when ever it is in the County's best interest to do so.

10. Hidalgo County reserves the right to hold proposals for a period of ninety (90) days without taking any action.

11. After bid is awarded, if awarded bidder defaults in meeting the general instructions to bidders and/or comply with contract agreement, Hidalgo County reserves the right to seek services from the next low proposer. In such event, County shall charge the awarded bidder the difference for any additional cost of such item.

## MAINTENANCE AND SERVICES

The awarded vendor will conduct an initial assessment of generator's current conditions. This assessment should be included as a line item in the proposal.

The awarded vendor will propose a preventive maintenance schedule for each generator based on assessment result.

Proposal should be based on the following schedule of preventive maintenance services:

**PM LEVEL 1** Services are recommended Quarterly
**PM LEVEL 2** Services are Recommended Annually
**PM LEVEL 3** Services are Recommended every Three (3) years
**TRANSFER SWITCH SCHEDULED MAINTENANCE** – Recommended Annually
**LOAD BANK TESTING** Recommended Annually

An annual fuel sample with a report will also be required for all generator fuel storage tanks once a year. With an optional price of service for transfer switch scheduled maintenance and load bank testing on all generators.

## DETAILED DESCRIPTION OF SCHEDULED MAINTENANCE SERVICE LEVELS

**Scheduled Maintenance**

**PM LEVEL 1 – Services are recommended Quarterly**

**GENERAL**

- Visual Inspection – Visual inspection of overall condition of unit to identify foreign objects, loose or broken fittings, guards, and components.
- Wipe off unit – Clean oil, coolant, fuel and acid deposits. Police generator area.

**COOLING SYSTEM**

- Radiator/Heat Exchanger – Visual inspection for leaks, damage, and debris. Check louver operation.
- Coolant – Visual inspection for correct level and condition of coolant (rust, oil, and contaminants). Check coolant conditioner concentration and temperature protection. Check filler cap gasket and sealing surface.
- Hoses and Connections – Visual inspection of all hoses for deterioration. Check tightness of connections.
- Fan Drive Pulley and Fan – Check for loose or worn pulleys and lube fan drive bearing. Check fan operation and clearance.
- Fan Belts – Inspect for wear or deterioration. Check tension and adjust as necessary.
- Jacket Water Heater – Inspect for proper operation. Check thermostat settings for proper coolant temperature.
- Water Pump – Visual and operational inspection for leaks or unusual noises.

**FUEL SYSTEM**

- Fuel Tank – Visually inspect fuel tank system for leaks and fuel level. Test day tank pump for proper operation. Inspect fuel condition for contaminants.
- Water Trap/Separator – Drain water from fuel tank or water separator when possible.
- Fuel Lines and Connections – Inspect for leaks and tightness of connections. Check line brackets.
- Governor and Controls – Inspect governor oil level. Inspect controls and linkage for proper operation. Add oil as necessary.
- Fuel Filters (Primary/Secondary) – Inspect for damage, leaks and proper operation.
- Fuel Pressure – Operational check of gauge and correct pressure.

**AIR INDICTION and EXHAUST SYSTEM**

- Air Filter Service Indicator – Note reading. Inspect for proper operation. Reset Indicator.
- Air Filter – Inspect. Clean as necessary
- Air Inlet System – Inspect piping and air filer housing for damage, loose connections, and evidence of leaks. Clean air filters housing if air filter is cleaned or replaced. Check housing seals and gaskets.
- Turbocharger – Inspect for oil leakage or exhaust leakage. Check for unusual noises and proper operation.
- Exhaust Manifold – Inspect for damage, loose or missing hardware, evidence of exhaust leakage and wet-stacking. Load bank recommendation, inspect for oil slobbering.
- Exhaust System – Inspect silencer and piping for damage, corrosion, or leakage. Check rain cap. Check supports for vibration damage and loose connections.

**LUBE OIL SYSTEM**

- Oil Level – Inspect for correct oil level and contamination.
- Visual inspect unit for leaks.
- Oil Pressure – Operational check of gauge for correct pressure. Operational and visual inspection of prelube pump.
- Crankcase Breather – Inspect for proper operation. Check connections and inspect hose for deterioration. Note excessive blowby.
- Scheduled Oil Sample – Obtain oil sample for analysis (optional for Level 1).

**STARTING SYSTEM**

- Batteries – inspect for damage or leakage, clean acid neutralizer. Clean and tighten all battery cable connections.
- Batteries (Specific Gravity) – Check electrolyte level and specific gravity. Fill cells with distilled water as necessary
- Battery Charger – Inspect for proper operation, loose terminals, and deteriorated wiring.
- Starting Motor – Inspect electrical connections and wiring. For air starters, inspect oil jar and feeder operation. Operational check for abnormal engagement and cranking noises.
- Alternator – Inspect for proper operation, loose connections, and mounting hardware. Check belts, pulley and voltage output.

**ENGINE MONITORS AND SAFETY CONTROLS**

- Safety Controls – Check for: loose connections, and wiring deterioration.
- Remote Annunciator and Alarms – Inspect and test all panel and system alarms.

**CONTROL PANEL**

- Start Controls – Manual/Auto – Operational check for proper operation. Check automatic start (if allowed).
- Voltmeter – Operational check for correct readings. Check voltage level.
- Ammeter – Operational check for correct readings, if load is available.
- Frequency Meter – Operational check for correct readings. Load and no load readings, if possible.

**Scheduled Maintenance**

**PM LEVEL 2 Services are Recommended Annually**

(Includes all services Level 1 -Inspection, as well as the following).

**FUEL SYSTEM**

- Fuel Filter – Replace. Inspect for proper sealing and operation.

**LUBE OIL SYSTEM**

- Oil and Filters – Change. Inspect all gaskets and seals.
- S.O.S – Obtain oil sample for analysis.
- Crankcase Breather – Inspect and clean or replace if applicable.

**AIR INDUCTION SYSTEM**

- Turbocharger – Check for oil leakage or unusual noises.
- Air Filter – Inspect. Clean or replace as necessary.

**ENGINE MONITORS AND SAFETY CONTROLS**

- Gauge Accuracy – Check oil pressure, water temperature, and alternator gauge for accuracy.
- Safety Controls – Inspect for proper operation, loose connections, and wiring deterioration. Check all safety controls for proper operation.

- Remote Annunciator and alarms – Inspect and test alarms for proper operation.

**GENERATOR**

- Generator Rear Bearing – Lubricate if applicable.
- Vibration Isolators – Check for proper adjustment and condition.

**CONTROL PANEL**

- Circuit Breakers – Inspect for free movement and tight connections, if accessible.

**Scheduled Maintenance**

**PM LEVEL 3 Services are Recommended every Three (3) years**

(Includes All Services Previously Listed Under **Level 1 and Level 2.** As Well As the Following)

**COOLING SYSTEM**

- Coolant – Drain, flush and replace coolant.
- Thermostats – Replace
- Fan Belts – Replace
- Hoses – Replace all cooling system hoses including jacket water heater hoses.

**STARTING SYSTEM**

- Batteries – Test
- Alternator Belt - Replace.

**AIR INDUCTION AND EXHAUST SYSTEM**

- Air Filter – Replace
- Adjust Valves and replace cover gaskets (as dictated by manufacturer's Operation and Maintenance Guide).

**TRANSFER SWITCH SCHEDULED MAINTENANCE – Recommended Annually**

**INTERIOR WIRING COMPONENTS**

- Perform visual inspection of all wiring and connections for signs of tracking, overheating, and insulation deterioration.
- Check and tighten, where necessary, all control circuit wiring terminals.
- Check manual switches for free movement and contact continuity.
- Check all time delay settings and adjust to the customer's specifications.
- Check condition of main and arcing contracts and auxiliary contracts.
- Check all common and ground wires. Measure and record resistance to ground readings.
- Check lug connections and mounting insulator bolts (de-energized switch).
- Megger test generator windings and rotor for proper resistance.
- Check for proper transfer operation and sequencing of time control relays.
- Calibrate all phase and voltage sensitive relays.
- Perform infrared heat scan on all cable connections. Clean and torque as necessary.

**ENCLOSURE**

- Wipe down.
- Clean interior of enclosure and remove accumulated dust and/or dirt.
- Check door closure, locking bar, and mechanism for proper operation.

**MISCELLANEOUS**

- Record findings of the inspection. Note corrective action taken.
- Report unsafe conditions.

- Report recommendations for replacement of major components.

**LOAD BANK TESTING Recommended Annually** (Required annually for most applications)
**(SEE NFPA 110 & NFPA 99)**

In addition to your Scheduled Maintenance services, we also recommend having a two – (2) hour Load Bank Test performed annually, in conjunction with your regular service. This test will prevent a condition known as "wet stacking", which is the presence of carbon particles, unburned fuel, acids and condensed water in the exhaust system, which accumulates due to incomplete combustion caused by low combustion temperatures. The presence of continual black smoke during operation is an indication what wet stacking is occurring.

**The NFPA 110** states the following regarding Load Bank Testing (this also applies to **NFPA 99** for Healthcare Facilities, pertinent information is underlined):

6-4 Operational Inspection and Testing.

6-4.1* Level 1 and Level 2 EPSS's, including all appurtenant components, shall be exercised under load at least monthly.

Exception: If the generator set is being used for standby power or for peak load Shaving, such use shall be recorded and shall be permitted to be substituted for scheduled operations and testing of the generator set, provided the appropriate data are recorded.

6-4.2* Generator sets in Level 1 and Level 2 service shall be exercised at least once monthly, for a minimum of 30 minutes, using one of the following methods.

(a) Under operating temperatures conditions or at not less than 30 percent of the EPS nameplate rating

(b) Loading that maintains the minimum exhaust gas temperatures as recommended by the manufacturer.

The date and time of day for required testing shall be decided by the owner, based on facility operations

6-4.2.2 Diesel-powered EPS installations that do not meet the requirements of 6-4.2 shall be exercised monthly with the available EPSS load and exercised annually with supplemental loads at 25 percent of the nameplate rating for 30 minutes, followed by 50 percent of the nameplate rating for 30 minutes, followed by 75 percent of the nameplate rating for 60 minutes, for a total of 2 continuous hours.

In summary, the engine needs to be exercised at monthly intervals. This must be done at the manufacturer's recommended operating temperature, which can only achieved by running it under recommended load (usually 30 % to 50 % of the generator's designed capacity). If this is not possible due to the inability to transfer adequate building loads to the generator, a Load Bank Test will be required to satisfy the supplemental load requirement.

Load Bank Testing for a minimum of two continuous hours at 80-100 % of the nameplate rating on the customer's generator, which will exceed the requirements of the requirements of the National Fire Protection Association. Unless otherwise specified by the customer.

**MEGOHMETER TESTING**

Test main stator, main rotor, exciter, and exciter rotor. Record data for reference

## FUEL ANALYSIS – Recommended Annually

| Property | Test Methods (*) | Low Sulfur No. 1-D | No. 1-D | Low Sulfur No. 2-D | No. 2-D | No. 4-D |
|---|---|---|---|---|---|---|
| Flash Point C, min | D 93 | 38 | 38 | 52 | 52 | 55 |
| Water and Sediment, % vol, max | D 2709<br>D 1796 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 |
| Distillation temperature, C 90 % vole covered Min Max | D86 | 288 | 288 | 282<br>338 | | |
| Kinematic Viscosity, 40 C sCt Min Max | D445 | 1.3<br>2.4 | 1.3<br>2.4 | 1.9<br>4.1 | 1.9<br>4.1 | 5.5<br>24 |
| Ash, % mass, max | D482 | 0.01 | 0.01 | 0.01 | 0.01 | 0.1 |
| Sulfur, % mass,max | D2622 | 0.05 | 0.05 | 0.05 | 0.05 | 2 |
| Copper strip corrosion, 3 hr at 50 C, max rating | D130 | No. 3 | No. 3 | No. 3 | No. 3 | |
| Cetane number, min | D613 | 40 | 40 | 40 | 40 | 30 |
| One of the following:<br>1.) Cetain index min<br>2.)Aromaticity, % vol, max | D976<br>D1319 | 40<br>35 | | 40<br>35 | | |
| Ramsbottom carbon residue on 10 % distillation residue, % mass, max | D524 | 0.15 | 0.15 | 0.35 | 0.35 | |

Fuel analysis should include, but is not limited to testing for the following in accordance with ASTM D 975 Requirements for Diesel Fuel Oils (from Chevron "Diesel Fuels Technical Review", Copyright 1998, P.34):

## Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in proposal prices contained in the contract.

   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
   - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
   - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
   - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
   - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

## PRE-BID MEETING:

A pre-bid meeting has been scheduled to be held on **DAY, MONTH DAY, 2014 at 9:30 am** in the conference room of the Hidalgo County Purchasing Department, 2802 South Business Hwy 281, Edinburg, TX.

### ADDITIONAL INFORMATION

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, proposals, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, Postal/Mailing: 2812 S. Business Highway 281, New Administration Building, Edinburg, Texas 78539 **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**.

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA E-MAIL TO tanya.delira@co.hidalgo.tx.us OR VIA FACSIMILE TO (956) 318-2629, NO LATER THAN**, **MONDAY, Month Day, 2017, BY 5:00 P.M.** RESPONSES TO SAID INQUIRIES WILL BE SENT TO ALL APPLICATIONS VIA FACSIMILE BY NO LATER THAN**, WEDNESDAY, Month, 2017 BY 5:00 P.M.**

EXHIBIT "B"
Hidalgo County
"Service/Repair and Maintenance of County Generators"
2017-150-07-05-TDL
RFB –BID PAGE

Vendor must thoroughly fill in each section of the Bid Form (Exhibit "B") if applicable. INCOMPLETE submittals shall be considered a probable cause for disqualification.

Initial Assessment: $_____ per generator.

LIST OF GENERATORS AS PER SPECIFICATIONS:

| # | DESCRIPTION OF GENERATORS | AMOUNTS PER TRIP | | | | | |
|---|---|---|---|---|---|---|---|
| | | PM1 | PM2 | PM3 | LOAD BANK TESTING | AUTOMATIC TRANSFER | FUEL ANNUAL PRICE |
| 1 | Caterpillar (3304Cat) | | | | | | |
| 2 | Generac Power System | | | | | | |
| 3 | Generac Power System | | | | | | |
| 4 | Generac Power System | | | | | | |
| 5 | Caterpirllar (Portable Unit) –XQ30 | | | | | | |
| 6 | Olympian | | | | | | |
| 7 | Olympian | | | | | | |
| 8 | Kohler Power System | | | | | | |
| 9 | MQ Multi Quip | | | | | | |
| 10 | Kohler Power System | | | | | | |
| 11 | Generac | | | | | | |
| 12 | Caterpillar | | | | | | |
| 13 | Generac 9/30/04 | | | | | | |
| 14 | Generac | | | | | | |
| 15 | Caterpillar | | | | | | |
| 16 | Generac | | | | | | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 17 | Generac | | | | | | |
| 18 | Generac | | | | | | |
| 19 | Cummins Power Gen | | | | | | |
| 20 | Generac | | | | | | |
| 21 | Generac | | | | | | |

An annual fuel sample with a report will also be required for all generator fuel storage tanks once a year.
With an optional price of service for transfer switch scheduled maintenance and load bank testing
on all six (6) generators.

Mark up rate for parts_____%

## D. Additional Services Technician Fee:

1. Normal Hours $ _____ (specify hours) _____ to _____

2. After Hours $ _____ (specify hours) _____ to _____

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO'S: _____

CELLULAR NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME/TITLE: _____

**THE STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

**SERVICE CONTRACT**
**C-17-150-xx-xx**

**THIS CONTRACT** is made and entered into this _____ day of _____, 2017 by and between the **County of Hidalgo, Texas** ("County"), and _____ Company ("Company").

**WHEREAS,** Seller responded to advertised notices for bids for: **"Service/Repair and Maintenance of County Generators" (on an as needed basis)** (the "Services"); and

**WHEREAS,** Seller submitted a bid (a copy of such bid is attached hereto as Exhibit "B") to provide services in accordance with Exhibit "A" Request for Bids (RFB) Procurement Packet attached hereto and incorporated herein for all purposes of (the "RFB"); and;

**WHEREAS,** in recognition of and in consideration of Buyer's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Bids (RFB) Procurement Packet, the Commissioners Court of County awarded the bid to Seller.

**NOW, THEREFORE,** in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. Buyer and Seller hereby agrees that this Contract is entered into in order to provide the Services to **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Seller hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the services in accordance with the



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Specifications contained in Exhibit "A" Request for Bids (RFB) Procurement Packet within **Hidalgo County** following a request for Services by the **Hidalgo County** or its designated agent. Seller agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **three (3) years (on an as needed basis)**, commencing on _____, 2017 and expiring on _____, 2020**.** Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

4. As a condition of this Contract, Seller shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Seller who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

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6. As consideration for rendering the Service provided for in this Contract, the Buyer agrees to pay Seller the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Seller.

7. Seller shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming Buyer as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to Buyer's certificates of such insurance coverage.

8. Seller shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Seller shall indemnify and hold harmless Buyer's, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against Buyer's arising out of, resulting from, or connected with the provision of the Service by Seller under this Contract. Said indemnity shall cover any act or failure to act by the Seller, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that Buyer has no supervision of the performance of the Services provided by Seller, and that Company is an independent contractor under this Contract.

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12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: County of Hidalgo
Attn: County Judge
100 E. Cano 2nd Floor
Edinburg, Texas 78539

If to Company: _____
_____
_____
_____

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by Buyer without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

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17. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

18. **Entire Agreement**. This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

19. **Immunities**. Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

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**WITNESS** our hands in duplicate originals this _____day of _____, 2017.

**APPROVED AS TO FORM**
Atlas, Hall & Rodriguez, L.L.P.

By:_____
Stephen L. Crain, Attorney

**Buyer: Hidalgo County, Texas**

**ATTEST:**

By: _____
Ramon Garcia, County Judge

_____
Arturo Guajardo, Jr., County Clerk

**Seller:**

By:_____
Printed Name: _____
Title:_____

DRAFT

# REQUEST FOR BIDS

## HIDALGO COUNTY
## "SERVICE REPAIR & MAINTENANCE OF COUNTY GENERATORS"

## BID OPENING DATE

JULY 05 , 2017

Contact Person:

Tanya De Lira, Buyer III
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 - Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY - "SERVICE REPAIR & MAINTENANCE OF COUNTY GENERATORS"** in accordance with the specifications attached as **Exhibit "A"** hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County. Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and it's effect on the overall bid.

**One (1) original and Three (3) copies** of all bids are required with the bidders name and return address clearly typed and or/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID NO.: 2017-150-07-05-TDL "HIDALGO COUNTY - "SERVICE REPAIR & MAINTENANCE OF COUNTY GENERATORS"** and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, Administration Building, Edinburg, Texas**, on or before 9:30 A.M, WEDNESDAY, JULY 05 DAY, 2017. NO FACSIMILES, EMAILS OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "HIDALGO COUNTY - "SERVICE REPAIR & MAINTENANCE OF COUNTY GENERATORS"** Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bids considered the best and most advantageous to Hidalgo County.

Additionally, all forms listed below must be properly executed and included with your bid:

1. Legal Notice (See page 8);
2. Bid Page – Procurement Form – Areas of Specialization (See **Exhibit "B"**);
3. Insurance pages with Acknowledgment Forms (See **Exhibit "C"**);
4. Form CIQ-Conflict of Interest Questionnaire (See **Exhibit "D"**);
5. Vendor Bidder Application & W-9 forms (See **Exhibit "E"**);
6. Certification Regarding Debarment (See **Exhibit "F"**); and
7. Title VI Appendices (See **Exhibit "G"**)
8. SAMS.gov Registration Acknowledgement (See Number 18 below).

2. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so; D. award the contract to the responsible bidder who submits the lowest and best bid. "Lowest and best" means a bid or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties, and customer service after a sale.

3. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

4. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

5. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

6. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

7. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

8. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

9. County reserves the right to accept or reject any or all Bids.

10. Costs are to be net F.O.B., County Prepaid.

11. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

12. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

13. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

14. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

15. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation -"HIDALGO COUNTY -RFB NO.:2017-150-07-05-TDL Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  e) Contract number must be indicated on all invoices

- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
2808 S. Business Hwy 281
Edinburg, TX 78539
(956) 318-2511

16. SCHEDULE OF EVENTS

| | |
|---|---|
| Bid Opening, 9:30 A.M. | JULY 05, 2017 |
| Award of Contract | _____, 2017 |
| Commence Work or Deliver Products | _____, 2017 |

17. BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76. Register at SAMs System for Award Management @ www.sam.gov.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

18. TITLE VI NOTICE/ NONDISCRIMATION

a. "The County of Hidalgo, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.252, 42 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

b. The appropriate clauses of Appendices "A" through "E" as delineated in the USDOT Standard Title VI/Nondiscrimination Assurances - Specific Assurances are hereby incorporated by reference as applicable. Title VI Appendices "A" through "E" are attached as **Exhibit "G.**

c. Bidder will attach all applicable notices to which it is obligated to provide or submit as part of the bid, including Form FHWA 1273 to be submitted by all contractors and subcontractors in relation to construction contracts.

19. ETHICAL STANDARDS:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

NOTICE:
ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

20. DISCLOSURE OF CONFLICT OF INTEREST

. Effective January 1, 2016, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit E, the vendor, person, consultant or contractor's affiliation or business relationship

that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

**Completed Form CIQ must be submitted to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539 - Hidalgo County Courthouse.**

**COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.**

21. CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)

As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFB packet. In accordance with these requirements, business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the RFB Project No. (2017-150), as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to: tanya.delira@co.hidalgo.tx.us. Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit Form 1295 signed and notarized may result in delay of award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

**https://www.ethics.state.tx.us/tec/1295-Info.htm**

THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS FROM THE DATE THE HIDALGO COUNTY COMMISSIONER'S COURT APPROVES THIS AGREEMENT TO SUBMIT THE SIGNED NOTARIZED FORM 1295. *HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.*

22. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the County.

23. Bids, and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

24. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;

- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

25. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

26. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

27. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the specifications.

28. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

29. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

30. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

31. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

# LEGAL NOTICE

Bid
for
**HIDALGO COUNTY**

## "SERVICE REPAIR & MAINTENANCE OF COUNTY GENERATORS"

## BID NO.: 2017-150-07-05-TDL

To: Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281 - Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

**AI-59966** **Purchasing Department** **11. KK.**

**CC CONSENT**

**Meeting Date:** 06/13/2017

**Submitted For:** Marty Salazar, PURCHASING DEPT.

**Submitted By:** Tanya Delira, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

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## Information

**CAPTION**

Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft requirements etc.) as attached hereto for: Hidalgo County "LUBRICANTS (GREASE-OIL-HYDRAULIC FLUIDS-ANTIFREEZE) PRODUCTS" RFB:2017-152-07-05 including the re-advertisement of project in the event No Bids, or, Responses are rejected and project is still required.

**BACKGROUND**

Current contract expires on: 11/11/2017
New Contract Commences on : 11/12/2017
Proposed Schedule of events:
1st advertisement: 06/17/17
2nd advertisement: 06/24/17
Bid Opening Date: 07/05/17

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## Fiscal Impact

**CALENDAR YEAR:** 2017 **ACCT. #:**

**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

At this point in the process, there is no fiscal impact other than publication costs through the Purchasing Dept. budget.

---

## Attachments

Legal Approval
Draft Contract
Legal Notice
Draft Specifications
Pct's Approval of Specs

S.O. Approval of Specs

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing - Internal | Marty Salazar | 05/24/2017 02:37 PM |
| Budget & Management | Veronica Ortiz | 05/24/2017 02:42 PM |
| Final Approval | Monica Salinas | 06/09/2017 05:11 PM |
| Form Started By: Tanya Delira | | Started On: 05/23/2017 03:23 PM |
| Final Approval Date: 06/09/2017 | | |

**Zimbra** **tanya.delira@co.hidalgo.tx.us**

## RE: Requirements Agreement

**From :** Steve Crain <scrain@atlashall.com> Tue, May 23, 2017 02:53 PM
**Subject :** RE: Requirements Agreement
**To :** 'Tanya De Lira' <tanya.delira@co.hidalgo.tx.us>

You are welcome.

-----Original Message-----
From: Tanya De Lira [mailto:tanya.delira@co.hidalgo.tx.us]
Sent: Tuesday, May 23, 2017 2:14 PM
To: Steve Crain <scrain@atlashall.com>
Subject: Re: Requirements Agreement

:).. thanks

Tanya De Lira, Buyer III

Hidalgo County Purchasing Department
2812 S. Business Hwy 281
Edinburg, Texas 78539
O 956 292 7000 x 4878
F 956 292 7612

----- Original Message -----
From: "Steve Crain" <scrain@atlashall.com>
To: "Tanya De Lira" <tanya.delira@co.hidalgo.tx.us>
Sent: Tuesday, May 23, 2017 2:16:06 PM
Subject: RE: Requirements Agreement

Looks good.

-----Original Message-----
From: Tanya De Lira [mailto:tanya.delira@co.hidalgo.tx.us]
Sent: Tuesday, May 23, 2017 2:05 PM
To: Steve Crain <scrain@atlashall.com>
Subject: Re: Requirements Agreement

Modifications have been done.

Thank you

Tanya De Lira, Buyer III

Hidalgo County Purchasing Department
2812 S. Business Hwy 281
Edinburg, Texas 78539
O 956 292 7000 x 4878
F 956 292 7612

----- Original Message -----
From: "Steve Crain" <scrain@atlashall.com>
To: "Tanya De Lira" <tanya.delira@co.hidalgo.tx.us>
Sent: Tuesday, May 23, 2017 1:45:15 PM
Subject: Requirements Agreement

Hi Tanya:

As per Mr. Crain, please see corrections. If you have questions, please call our office.

Thank you,

Marynel Trevino-Rodriguez, Secretary for Stephen L. Crain & J. Joseph Vale
ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502
Direct Telephone Number (956) 632-8221
Office Telephone Number (956) 682-5501
Facsimile Number (956) 686-6109
Website address: www.atlashall.com

E-MAIL NOTICE -- This transmission may be: (1) subject to the Attorney-Client Privilege, (2) an attorney work product, or (3) strictly confidential. If you are not the intended recipient of this message, you may not disclose, print, copy or disseminate this information. If you have received this in error, please reply and notify the sender (only) and delete the message.

This communication does not reflect an intention by the sender or the sender's client to conduct a transaction or make any agreement by electronic means. Nothing in this message or in any attachment shall satisfy the requirements for a writing, or constitute a contract or electronic signature under the Electronic Signatures in Global and National Commerce Act, any version of the Uniform Electronic Transaction Act or any other statute governing electronic transactions.

# REQUIREMENTS AGREEMENT

## C-17-152-00-00

THIS AGREEMENT (the "Agreement") is entered into effective as of _____, 2017 by and between _____ ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"Lubricants (Grease, Oil, Hydraulic Fluids) & Anti-Freeze Products"** as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of one year; and

WHEREAS, Seller has submitted a bid to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Lubricants (Grease, Oil, Hydraulic Fluids) & Anti-Freeze Products"** in the areas of **HIDALGO COUNTY** projects for **one (1) year, with the County's option to extend/renew for an additional one (1) year term.** Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on _____, 2017 and expire on _____, 2018 and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

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2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

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d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Hidalgo County
Attention: County Judge
100 E. Cano 2nd Floor
Edinburg, Texas 78539

If to Seller: _____
_____
_____

.

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

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g. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

h. **Assignment.** This Agreement shall not be assignable.

i. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

l. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

m. **Insurance.** Seller shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming Buyer as an additional insured (with coverages and in the amounts described on Exhibit “C” attached hereto and incorporated herein at this point for all purposes), and shall furnish to Buyer certificates of such insurance coverage.

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n. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Buyer, or for any elected official, department head or employee or former elected official, department head or employee of Buyer, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Buyer.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Buyer, or any person associated therewith, as an inducement for the award of a subcontract or order.

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EXECUTED effective as of the day and year first above written.

APPROVED BY COMMISSIONERS COURT: _____

Buyer: Hidalgo County, Texas

By:_____

**Ramon Garcia, County Judge**

ATTEST:

_____

**Arturo Guajardo, Jr., County Clerk**

**Seller:**

By:_____

Print Name:_____

Title:_____

Date:_____

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____

Stephen L. Crain

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# EXHIBIT "A"
## REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

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# EXHIBIT "B"
# BID PAGE

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# EXHIBIT "C"
# CERTIFICATE OF INSURANCE

# REQUEST FOR BIDS

## HIDALGO COUNTY
## "LUBRICANTS (GREASE-OIL-HYDRAULIC FLUID-ANTIFREEZE) PRODUCTS"

## BID OPENING DATE

July 07 , 2017

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Contact Person:

Tanya De Lira, Buyer III
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 - Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY - "LUBRICANTS (GREASE-OIL-HYDRAULIC FLUID-ANTIFREEZE) PRODUCTS"** in accordance with the specifications attached as **Exhibit "A"** hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County. Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and it's effect on the overall bid.

**One (1) original and Three (3) copies** of all bids are required with the bidders name and return address clearly typed and or/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID NO.: 2017-152-07-05-TDL "HIDALGO COUNTY - "LUBRICANTS (GREASE-OIL-HYDRAULIC FLUID-ANTIFREEZE) PRODUCTS"** and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, Administration Building, Edinburg, Texas**, on or before 9:30 A.M, WEDNESDAY, JUY 05, 2017. NO FACSIMILES, EMAILS OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "HIDALGO COUNTY - "LUBRICANTS (GREASE-OIL-HYDRAULIC FLUID-ANTIFREEZE) PRODUCTS"** Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bids considered the best and most advantageous to Hidalgo County.

Additionally, all forms listed below must be properly executed and included with your bid:

1. Legal Notice (See page 8);
2. Bid Page – Procurement Form – Areas of Specialization (See **Exhibit "B"**);
3. Insurance pages with Acknowledgment Forms (See **Exhibit "C"**);
4. Form CIQ-Conflict of Interest Questionnaire (See **Exhibit "D"**);
5. Vendor Bidder Application & W-9 forms (See **Exhibit "E"**);
6. Certification Regarding Debarment (See **Exhibit "F"**); and
7. Title VI Appendices (See **Exhibit "G"**)
8. SAMS.gov Registration Acknowledgement (See Number 18 below).

2. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so; D. award the contract to the responsible bidder who submits the lowest and best bid. "Lowest and best" means a bid or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties, and customer service after a sale.

3. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

4. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

5. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

6. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

7. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

8. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

9. County reserves the right to accept or reject any or all Bids.

10. Costs are to be net F.O.B., County Prepaid.

11. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

12. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

13. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

14. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

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15. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation -"HIDALGO COUNTY -RFB NO.:2017-152-07-05-TDL
  Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  e) Contract number must be indicated on all invoices

- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
2808 S. Business Hwy 281
Edinburg, TX 78539
(956) 318-2511

16. SCHEDULE OF EVENTS

| | |
|---|---|
| Bid Opening, 9:30 A.M. | JULY 05, 2017 |
| Award of Contract | , 2017 |
| Commence Work or Deliver Products | 2017 |

17. BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76. Register at SAMs System for Award Management @ www.sam.gov.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

18. TITLE VI NOTICE/ NONDISCRIMATION

a. "The County of Hidalgo, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.252, 42 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

b. The appropriate clauses of Appendices "A" through "E" as delineated in the USDOT Standard Title VI/Nondiscrimination Assurances - Specific Assurances are hereby incorporated by reference as applicable. Title VI Appendices "A" through "E" are attached as **Exhibit "G.**

c. Bidder will attach all applicable notices to which it is obligated to provide or submit as part of the bid, including Form FHWA 1273 to be submitted by all contractors and subcontractors in relation to construction contracts.

19. ETHICAL STANDARDS:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

NOTICE:
ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

20. DISCLOSURE OF CONFLICT OF INTEREST

. Effective January 1, 2016, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit E, the vendor, person, consultant or contractor's affiliation or business relationship

that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

**Completed Form CIQ must be submitted to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539 - Hidalgo County Courthouse.**

**COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.**

21. CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)

As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFB packet. In accordance with these requirements, business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the RFB Project No. (2017-152), as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to: tanya.delira@co.hidalgo.tx.us. Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit Form 1295 signed and notarized may result in delay of award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

**https://www.ethics.state.tx.us/tec/1295-Info.htm**

THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS FROM THE DATE THE HIDALGO COUNTY COMMISSIONER'S COURT APPROVES THIS AGREEMENT TO SUBMIT THE SIGNED NOTARIZED FORM 1295. *HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.*

22. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the County.

23. Bids, and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

24. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;

- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

25. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

26. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

27. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the specifications.

28. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

29. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

30. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

31. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

# LEGAL NOTICE

Bid
for
**HIDALGO COUNTY**

## "LUBRICANTS (GREASE-OIL-HYDRAULIC FLUID-ANTIFREEZE) PRODUCTS"

## BID NO.: 2017-152-07-05-TDL

To: Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281 - Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

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**HIDALGO COUNTY**

**(all funding sources, programs & entities)**

LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS AND ANTI-FREEZE) PRODUCTS

**RFB NO: 2017-152-07-05-TDL**

## SPECIFICATIONS:

Hidalgo County has invested taxpayer dollars in the acquisition of equipment that due to either manufacturer or warranty requirements may call for the use of name brand products. The information contained further describes and specifies lubricants or oil products requested in THIS BID. It is not the intent of Hidalgo County to restrict these bids in such cases, but to comply with either manufacturer or warranty requirements or to meet a pre-established standard due to like existing items.

Bidder may offer lubricants/oil products that are the "same" or "equivalent" and burden of proof rests with the Bidder. Supporting documentation which clearly illustrates the composition and chemical equivalent of the lubricants and/or oil products must be submitted with this Bid. Further any additional information confirming use of the equivalent products will comply with manufacturer or warranty requirements must also be provided in this Bid. If an "equal" item is used then the bidder is responsible for any damage caused to County equipment which is a result of using such product not covered by the warranty.

Detailed specifications are included. Compliance with all specifications and conditions is required. All Bids must include a detailed statement of exceptions taken to any part of the request.

Hidalgo County, Texas invites bids on lubricant, oil, hydraulic fluid and antifreeze products for a period of ninety (90) days with the County's discretion of beginning from bid award date.

Bidders shall provide the lubricant, oil, hydraulic fluid and antifreeze to the following locations and deliver the products ordered to those locations within 24 hours of the County's order to the following locations on an **"as needed basis"**:

a. Precinct #1: 1902 Joe Stevens Ave., Weslaco, TX. Suite 101 78599
b. Precinct #2: 4011 So. Veterans Blvd., San Juan, TX.78589
c. Precinct #3: 8310 West Mile 7 Rd, Mission, TX. 78575
d. Precinct #4: 1102 N. Doolittle Road, Edinburg, TX.78539
e. Sheriff's Dept: 711 El Cibolo Road, Edinburg, TX78539
f. Hidalgo County Facilities Mgmt: 3100 S. Bus. 281, Edinburg, TX. 78539

Hidalgo County will not accept "factory seconds" or otherwise inferior goods and reserves the right to return such item(s) within thirty (30) days of receipt at vendor's expense.

Descriptive specifications are referenced in this document to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. **Due to various types of products, explanation of warranties and service data with their bid including catalogue numbers and any necessary references.**

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**DELIVERY OF EXTRA PRODUCTS/QUANTITIES:**

**Hidalgo County shall not pay extra products delivered. Vendor is cautioned to provide only the quantity (ies) stated on the Purchase Order. Any extra products delivered to the County (Precincts, Facilities Mangement or Sheriff's Office) shall be considered as a donation and no additional fees will be allowed and/or paid.**

**ERRORS IN BIDS, RELIEF OF BID**:

Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids: failure to do so will be at the bidder's own risk and bidder cannot secure relief on the plea of error. Neither law nor regulation make the allowance for errors of omission or commission on the part of bidders. In case of error extension of prices in the bid, the unit price shall govern.

**REPRESENTATIONS**:

The Vendor represents that the items and/or services provided by the vendor hereunder shall conform to the presentations of same as represented and described in the Attachments. Notwithstanding anything to the contrary herein, if for any reason Hidalgo County determines in its sole discretion, that the products and/or services fail to meet the expectation of Hidalgo County, Hidalgo County may on thirty (30) days notice terminate this Agreement and receive the pro-rata portion of the contract sum paid to the Vendor by Hidalgo County for the un-expired term of this Agreement.

**OPTIONS:** **At the Precincts/Departments discretion either Option(s) or both may be chosen.**

**OPTION 1 - Lubricants - oils, fluids and Anti-freeze (Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon bulk)**

**A)** All oil, hydraulic fluid and antifreeze shall be furnished and priced in sizes as specified on specifications, with unbroken seals, that are sealed by the manufacturer.

**B)** Size and/or weight shall be stated for lubricant grease and it shall be furnished in container and/or cartridge, with unbroken seals, that are sealed by the manufacturer.

**C)** Each container shall be labeled, or bear a decal or placard indicating the name and grade of the lubricant, including but not limited to, all specifications of the product contained therein. This will guarantee proper identification of each container by County employees.

**D)** If the products bid are repackaged locally, vendors shall make those facilities available to the appropriate County employees to insure cleanliness and proper handling. Repackaged product should also be labeled as stated above. **Only Products that meet manufacturer's equipment standards will be permitted.**

**E)**

**OPTION 2 - 275 Lubster Steel Bulk Tank(s) (tanks at no additional cost to the County) with refilling**

**services (on an as basis).**
Provide tanks and various types of Lubricants/oils to fill bulk tanks as requested, but not limited to: Motor oils, Transmission fluids, Hydraulic fluids and anti-freeze etc.

**The Following will be at no additonal cost to Hidalgo County:**

A. Provide & set up Lubster tank(s)- 275 gallon capacity
**(the number of tanks will be determined by the utilizing Departments).**
B. Tanks must be equipped with all necessary oil despensing equipment (i.e. meter gun, guages, reels, air pump, hoses (50 ft –re-enforced etc)
C. Tanks will be placed at the requesting location(s), (Precincts 1-4, Sheriff's Office, Facilitiy Management.)
D. Each tank will have a container pad and monthly visual inspections of hoses etc, will be made by the Driver to check for any possible leaks of equipment.
E. Vendor will be responsible for all normal wear and tear of all tanks & equipment and will not pass on any expense to the County.
F. Refilling of tanks will be on a same day delivery basis; multiple refills will be given up to, but no longer than five (5) days.

**PRICE:** Bid price will be **per gallon** for bulk tank purchases of oil, grease, lubricants, anti-freeze and fluids etc.

**ADDITIONAL FEES:** Any additional fees should be included in bid price for bulk purchases (i.e. fuel surcharge, pump off fee, delivery fee etc.)

## REQUIREMENTS:

1. No substitutes will be accepted after item(s) have been awarded as specified.
2. It is mandatory that Hidalgo County forms be used to submit pricing information.
3. Bid on each item separately. Provide unit price on quantity specified and extended amount. In the event of error in extensions, the unit price shall govern
4. The bid price will include all shipping and handling charges.
5. Bidder will be required to comply with all applicable equal employment opportunity laws and regulations.
6. Bids are to be net F.O.B. at the County Precincts' locations and Sheriff's Office specified herein.
7. No cash advance discount will be considered.

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8. Supplier or vendor with bid submission must furnish **Material Safety Data Sheet (MSDS)** information for all product bids. Literature submitted is the most current reflecting item(s) being bid.

9. BID PRICE: Bid your lowest delivery price as of the bid opening date.

10. Detailed explanation of warranties must be provided with bid.

## INSTRUCTIONS TO BIDDERS:

**COMPLIANCE WITH SPECIFICATIONS AND HIDALGO COUNTY RIGHT OF SELECTION**: The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission.

**DEVIATIONS FROM SPECIFICATIONS**: All deviations from the specifications must be noted in writing, in detail by the bidder at the time of submittal of the bid. The absence of a written list of specification deviations will hold the bid strictly accountable to the County to the specifications as written. Any deviations from the specifications as written not previously submitted, as required, will be grounds for rejection of the products, when delivered.

**TERMS AND CONDITIONS:**

1. Bid prices are to remain for a period of one (1) year with Hidalgo County's sole discretion to continue this bid for an additional one (1) year period under the same rates, terms and conditions.
2. Hidalgo County reserves the right to hold bids ninety (90) days after bid opening before Commissioners' Court action and to award the bid most advantageous to the County
3. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day "Grace Period" at the end of the contract term for unforeseen delay in award of new bid for next contract term.
4. Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.
5. The County reserves the right to accept or reject all or part of the bid, waive minor technicalities and award the bid to best serve the interest of the County.
6. No bid may be withdrawn for a period of thirty (30) days subsequent to bid opening date without the expressed consent of the County.
7. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.
8. After bid is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with contract agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, County shall charge the successful bidder the

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difference for any additional cost of such item.

9. Hidalgo County shall award the bid on a lump sum basis and/or item by item bid basis to one bidder, multiple bidders, primary or secondary vendor(s) whichever is in the best interest of the County. For evaluation and consideration of items bid, samples will be submitted upon request and at no additional cost to the County.

10. Hidalgo County has the right to add or delete tank locations and/or the number of tanks.

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

**Market Volatility and Unit Price Adjustments:** Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

**a) Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

**i)** A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier=s advisory or notification to the vendor of the price changes.

**ii)** The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.

**iii)** The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

**iv)** No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

**v)** The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

**b) Price Reduction**: Vendor shall notify the County at the time when the Vendor=s costs for

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items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

**c) Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

**Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

**d) Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

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**ADDITIONAL INFORMATION:**

Further information required for this project can be addressed to, Yolanda Velasquez, Buyer, Hidalgo County Purchasing Department (956) 318-2626. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to: Martha L. Salazar, Purchasing Agent, 2802 S Hwy Bus Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956) 292-7612 OR VIA EMAIL: tanya.delira@co.hidalgo.tx.us NO LATER THAN,** Monday, June 26, 2017, 5:00 P.M. Responses will be sent to all applicants via facsimile by no later than, 5:00 P.M., Wednesday June 28, 2017.

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**Hidalgo County Purchasing Department**
**2812 S. Business Highway 281**
**New Administration Building**
**Edinburg, Texas 78539**
**(956) 318-2626/ Fax: (956) 318-2629**

# M E M O R A N D U M

(APPROVAL OF SPECIFICATIONS)

**To:** **Daniel Flores, Facilities Manager**
Hidalgo County Facilities Management Office

**From:** Tanya De Lira, Buyer III
Hidalgo County Purchasing Dept.

**Date:** **May 9, 2017**

**Re:** **Approval or Disapproval of Specifications for: BID NO. -2015-208-00-00-SGS Hidalgo County (all funding sources) "LUBRICANTS (Grease-Oil-Hydraulic Fluid & Anti-Freeze) PRODUCTS"**

Please review the following **SPECIFICATIONS and** verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE.** If specification is **NOT** met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.
If you have any questions, please call me at (956) 318-2626 ext# 4860.

| | |
|---|---|
| APPROVE ☐ | DISAPPROVE ☐ |
| APPROVED WITH MODIFICATIONS ☐ | |

FUNDS AVAILABILITY: _____YES / _____NO/_____Other

(Specify)_____

BUDGET ACCOUNT #:_____

_____

| | | | |
|---|---|---|---|
| | | | |
| AUTHORIZED SIGNATURE | PRINTED NAME | DEPARTMENT | DATE |

**SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: tanya.delira@co.hidalgo.tx.us by no later than May 17, 2017 @ 2:00 P.M.**

Enclosures

**Hidalgo County Purchasing Department**
**2812 S. Business Highway 281**
**New Administration Building**
**Edinburg, Texas 78539**
**(956) 318-2626/ Fax: (956) 318-2629**

# M E M O R A N D U M

(APPROVAL SPECIFICATIONS)

**To**: Sgt. Monica Guajardo
Hidalgo County Adult Detention Facility
monica.gujardo@hidalsgoso.org

**From:** Tanya De Lira, Buyer III
Hidalgo County Purchasing Department

**Date:** **May 9, 2017**

**Re:** **Approval or Disapproval of Specifications for: RFB NO.: 2017-152-00-00-TDLHidalgo County (all funding sources) -"LUBRICANTS (Grease-Oil-Hydraulic Fluid & Anti-Freez) PRODUCTS"**

Please review the following **SPECIFICATIONS** **and** verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE.** If specification is **NOT** met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.
If you have any questions, please call me at (956) 318-2626 ext# 4860.

| | |
|---|---|
| APPROVE ☐ | DISAPPROVE ☐ |
| APPROVED WITH MODIFICATIONS ☐ | |

FUNDS AVAILABILITY: _____YES / _____NO/_____Other

(Specify)_____

BUDGET ACCOUNT #:_____

_____

| | | | |
|---|---|---|---|
| | | | |
| AUTHORIZED SIGNATURE | PRINTED NAME | DEPARTMENT | DATE |

**SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: tanya.delira@co.hidalgo.tx.us by no later than May 17, 2017 @ 2:00 P.M.**

Enclosures