

**AI-14343**

**2.A.**

**Budget Line Item Transfer**

**CC CONSENT**

Date: 03/09/2009  
 Submitted By: Rolando Garcia, BUDGET & MANAGEMENT  
 Department: BUDGET & MANAGEMENT  
 Agenda Category: 2008 Intradepartmental Transfers:

**Information**

**CAPTION**

2008 - Pct. #3 P/U RD (1203)

**BACKGROUND**

**Fiscal Impact**

FISCAL YEAR: 2008 ACCT. #: 8-1203-431-00-123-005-0-XXX  
 FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:  
 BUDGETARY IMPACT:  
 Account available balance as of 03/04/2009

**Attachments**

Link: [intradept transfer](#)

**Form Routing/Status**

| Route Seq | Inbox                      | Approved By    | Date                | Status |
|-----------|----------------------------|----------------|---------------------|--------|
| 1         | Budget & Management        | Veronica Lopez | 03/04/2009 08:14 AM | APRV   |
| 2         | JC Carreon                 | Angela Garcia  | 03/04/2009 08:57 AM | APRV   |
| 3         | Roland Garcia (Originator) | Rolando Garcia | 03/04/2009 09:21 AM | APRV   |
| 4         | JC Carreon                 | JC Carreon     | 03/04/2009 10:08 AM | APRV   |
| 5         | Auditor's Office           | Linda Fong     | 03/05/2009 01:40 PM | APRV   |

Form Started By: Rolando Garcia Started On: 03/03/2009 03:07 PM  
 Final Approval Date: 03/05/2009



**AI-14382**

**3.A.**

**Computer Transfer**

**CC CONSENT**

Date: 03/09/2009  
 Submitted By: Angela Garcia, BUDGET & MANAGEMENT  
 Submitted For: Damian Carranza  
 Department: BUDGET & MANAGEMENT  
 Agenda Category: 2009 Intradepartmental Transfers

**Information**

**CAPTION**

2009 - 332nd District Court (1100)

**BACKGROUND**

**Fiscal Impact**

FISCAL YEAR: 2009 ACCT. #: 9-1100-412-00-006-001-0-XXX  
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N  
 BUDGETARY IMPACT:  
 665-->745, \$ 1,400.00; Funds available as of 03/05/09

**Attachments**

Link: [LIT](#)

**Form Routing/Status**

| Route Seq | Inbox               | Approved By    | Date                | Status |
|-----------|---------------------|----------------|---------------------|--------|
| 1         | Budget & Management | Veronica Lopez | 03/05/2009 01:09 PM | APRV   |
| 2         | Veronica Ortiz      | Angela Garcia  | 03/05/2009 02:43 PM | APRV   |
| 3         | Ana Galvan          | Anna Galvan    | 03/05/2009 04:35 PM | APRV   |
| 4         | Auditor's Office    | Linda Fong     | 03/05/2009 04:43 PM | APRV   |

Form Started By: Angela Garcia Started On: 03/05/2009 11:35 AM  
 Final Approval Date: 03/05/2009

BUDGET INTRADEPARTMENTAL TRANSFER REQUEST

DATE: 03/05/09

DEPARTMENT HEAD: HON. MARIO E. RAMIREZ JR.

DEPARTMENT NAME: 332ND DISTRICT COURT

ACCOUNT NUMBER: 9-1100-412-00-006-001-0-XXX

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          |
| 665    | MINOR COMP. EQUIP. | 745    | COMPUTER EQUIPMENT | \$1,400.00      |
|        |                    |        |                    |                 |
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|        |                    |        |                    |                 |
|        |                    |        | <b>TOTAL</b>       | <b>1,400.00</b> |

REASON: TRANSFER NEEDED TO PROPERLY OBTAIN A PURCHASE ORDER FOR THE PURCHASE OF A LAPTOP FOR THE JUDGE.

\_\_\_\_\_  
DEPARTMENT HEAD SIGNATURE

\_\_\_\_\_  
APPROVED COMMISSIONERS COURT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ATTEST COUNTY CLERK

**AI-14386**

**3.B.**

**Intradepartmental Transfer**

**CC CONSENT**

Date: 03/09/2009  
Submitted By: Rosie Luna, SAFETY DIVISION  
Submitted For: Roy Quintanilha  
Department: SAFETY DIVISION  
Agenda Category: 2009 Intradepartmental Transfers

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Information

CAPTION

2009 - Safety Division (1100)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-419-50-15-059-0-XXX  
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
Available account balance as of 03/05/2009

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Attachments

Link: [3/17/09](#)

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Form Routing/Status

| Route Seq | Inbox               | Approved By    | Date                | Status |
|-----------|---------------------|----------------|---------------------|--------|
| 1         | Budget & Management | Veronica Lopez | 03/05/2009 01:09 PM | APRV   |
| 2         | JC Carreon          | JC Carreon     | 03/05/2009 02:09 PM | APRV   |
| 3         | Auditor's Office    | Linda Fong     | 03/05/2009 04:43 PM | APRV   |

Form Started By: Rosie Luna  
Started On: 03/05/2009 12:04 PM

Final Approval Date: 03/05/2009

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**AI-14361**

**3.C.**

**Computer Equip. transfer**

**CC CONSENT**

Date: 03/09/2009  
Submitted By: Angela Garcia, BUDGET & MANAGEMENT  
Department: BUDGET & MANAGEMENT  
Agenda Category: 2009 Intradepartmental Transfers

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Information

CAPTION

2009 - Parking Lot Security (1100)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 9 ACCT. #: 9-1100-419-40-115-069-0-XXX  
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
funds available as of 3-4-09

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Attachments

Link: [LIT](#)

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Form Routing/Status

| Route Seq | Inbox               | Approved By    | Date                | Status |
|-----------|---------------------|----------------|---------------------|--------|
| 1         | Budget & Management | Veronica Lopez | 03/04/2009 03:32 PM | APRV   |
| 2         | Noe Cavazos         | NOE CAVAZOS    | 03/04/2009 03:41 PM | APRV   |
| 3         | Auditor's Office    | Linda Fong     | 03/05/2009 01:40 PM | APRV   |

Form Started By: Angela Garcia

Started On: 03/04/2009 02:20 PM

Final Approval Date: 03/05/2009

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BUDGET INTRADEPARTMENTAL TRANSFER REQUEST

DATE: 03/04/09

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: PARKING LOT SECURITY

ACCOUNT NUMBER: 9-1100-419-40-115-069-0-XXX

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        |
| 605    | CLOTHING & UNIFORMS | 665    | MINOR COMPUTER EQUIP. | \$200.00      |
|        |                     |        |                       |               |
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|        |                     |        | <b>TOTAL</b>          | <b>200.00</b> |

REASON: PURCHASE ADDITIONAL MEMORY AND DVD BURNER.

\_\_\_\_\_  
DEPARTMENT HEAD SIGNATURE

\_\_\_\_\_  
APPROVED COMMISSIONERS COURT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ATTEST COUNTY CLERK

**AI-14397**

**3.D.**

**LIT for IT Countywide for Telephone Expenditures**

**CC CONSENT**

Date: 03/09/2009  
 Submitted By: Ivan Cantu, BUDGET & MANAGEMENT  
 Submitted For: Dina Trevino  
 Department: BUDGET & MANAGEMENT  
 Agenda Category: 2009 Intradepartmental Transfers

**Information**

**CAPTION**

2009 - IT Countywide (1100)

**BACKGROUND**

**Fiscal Impact**

FISCAL YEAR: 2009 ACCT. #: 9-1100-415-00-200-002-0-XXX  
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
 BUDGETARY IMPACT:  
 Funds available as of 3-5-09.

**Attachments**

Link: [IT Countywide LIT](#)

**Form Routing/Status**

| Route Seq                       | Inbox                   | Approved By    | Date                            | Status |
|---------------------------------|-------------------------|----------------|---------------------------------|--------|
| 1                               | Ivan Cantu (Originator) | Ivan Cantu     | 03/05/2009 04:55 PM             | APRV   |
| 2                               | Budget & Management     | Veronica Lopez | 03/05/2009 05:15 PM             | APRV   |
| 3                               | Rosalinda Cantu         | Rosie Cantu    | 03/05/2009 05:29 PM             | APRV   |
| 4                               | Auditor's Office        | Linda Fong     | 03/06/2009 08:30 AM             | APRV   |
| Form Started By: Ivan Cantu     |                         |                | Started On: 03/05/2009 04:38 PM |        |
| Final Approval Date: 03/06/2009 |                         |                |                                 |        |



**AI-14393**

**3.E.**

**2009 IT Dept line item transfer for telephone expenditures (obj. 531)**

**CC CONSENT**

Date: 03/09/2009  
 Submitted By: Ivan Cantu, BUDGET & MANAGEMENT  
 Submitted For: Dina Trevino  
 Department: BUDGET & MANAGEMENT  
 Agenda Category: 2009 Intradepartmental Transfers

**Information**

**CAPTION**

2009 - IT Dept (1100)

**BACKGROUND**

**Fiscal Impact**

FISCAL YEAR: 2009 ACCT. #: 9-1100-415-00-200-001-0-XXX  
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
 BUDGETARY IMPACT:  
 601-->531; \$5,000.00

Available balance as of 03/06/09.

**Attachments**

Link: [IT Dept transfer](#)

**Form Routing/Status**

| Route Seq | Inbox                   | Approved By    | Date                | Status |
|-----------|-------------------------|----------------|---------------------|--------|
| 1         | Ivan Cantu (Originator) | Ivan Cantu     | 03/05/2009 04:50 PM | APRV   |
| 2         | Budget & Management     | Veronica Lopez | 03/05/2009 05:13 PM | APRV   |
| 3         | Roland Garcia           | Rolando Garcia | 03/06/2009 08:11 AM | APRV   |
| 4         | Auditor's Office        | Linda Fong     | 03/06/2009 08:34 AM | APRV   |

Form Started By: Ivan Cantu

Started On: 03/05/2009 04:16 PM

Final Approval Date: 03/06/2009



**AI-14359**

**3.F.**

**Budget Line Item Transfer**

**CC CONSENT**

Date: 03/09/2009  
Submitted By: Ruben Flores, IT DEPARTMENT  
Submitted For: Renan Ramirez  
Department: IT DEPARTMENT  
Agenda Category: 2009 Intradepartmental Transfers

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Information

CAPTION

2009 - IT Dept (1100)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 9 ACCT. #: 9-1100-415-00-200-001-0-XXX  
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
funds available as of 3-4-09

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Attachments

Link: [Intra-Trf](#)

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Form Routing/Status

| Route Seq | Inbox               | Approved By    | Date                | Status |
|-----------|---------------------|----------------|---------------------|--------|
| 1         | Budget & Management | Veronica Lopez | 03/04/2009 02:02 PM | APRV   |
| 2         | Noe Cavazos         | NOE CAVAZOS    | 03/04/2009 02:26 PM | APRV   |
| 3         | Auditor's Office    | Linda Fong     | 03/05/2009 01:50 PM | APRV   |

Form Started By: Ruben Flores  
Started On: 03/04/2009 11:55 AM

Final Approval Date: 03/05/2009

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**AI-14354**

**3.G.**

**Rental transfer  
CC CONSENT**

Date: 03/09/2009  
Submitted By: Angela Garcia, BUDGET & MANAGEMENT  
Department: BUDGET & MANAGEMENT  
Agenda Category: 2009 Intradepartmental Transfers

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Information

CAPTION

2009 - Budget & Management (1100)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 9 ACCT. #: 9-1100-415-14-115-001-0-XXX  
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
funds available as of 3-4-09

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Attachments

Link: [LIT](#)

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Form Routing/Status

| Route Seq | Inbox               | Approved By    | Date                | Status |
|-----------|---------------------|----------------|---------------------|--------|
| 1         | Budget & Management | Veronica Lopez | 03/04/2009 02:01 PM | APRV   |
| 2         | Noe Cavazos         | NOE CAVAZOS    | 03/04/2009 02:24 PM | APRV   |
| 3         | Auditor's Office    | Linda Fong     | 03/05/2009 01:50 PM | APRV   |

Form Started By: Angela Garcia

Started On: 03/04/2009 09:28 AM

Final Approval Date: 03/05/2009

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BUDGET INTRADEPARTMENTAL TRANSFER REQUEST

DATE: 03/03/09

DEPARTMENT HEAD: RAUL SILGUERO JR.

DEPARTMENT NAME: BUDGET & MGMT.

ACCOUNT NUMBER: 9-1100-415-14-115-001-0-XXX

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          |
| 339    | OTHER PROF. SERVICES | 442    | EQUIP. & VEHICLE RENTAL | \$3,000.00      |
|        |                      |        |                         |                 |
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|        |                      |        |                         |                 |
|        |                      |        | <b>TOTAL</b>            | <b>3,000.00</b> |

REASON: PAY FOR COPIER LEASE FOR REMAINDER OF YEAR.

\_\_\_\_\_  
DEPARTMENT HEAD SIGNATURE

\_\_\_\_\_  
APPROVED COMMISSIONERS COURT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ATTEST COUNTY CLERK

**Intradepartmental Transfer - Emergency Management**

**CC CONSENT**

Date: 03/09/2009  
 Submitted By: Belinda Alvarez, EMERGENCY SERVICES DIVISION  
 Department: EMERGENCY SERVICES DIVISION  
 Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Emergency Management (1100)

BACKGROUND

Transfer needed to create object code 666 and 604 and to transfer money to out of county travel.

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-429-00-300-023-0-XXX  
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

602-->583, \$ 2,000.00; Funds available as of 03/05/09  
 603-->583, \$ 1,000.00; Funds available as of 03/05/09  
 550-->604, \$ 600.00; Funds available as of 03/05/09  
 550-->666, \$ 500.00; Funds available as of 03/05/09

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

| Route Seq | Inbox               | Approved By    | Date                | Status |
|-----------|---------------------|----------------|---------------------|--------|
| 1         | Budget & Management | Veronica Lopez | 03/04/2009 08:15 AM | APRV   |
| 2         | Ana Galvan          | Anna Galvan    | 03/05/2009 09:37 AM | APRV   |
| 3         | Auditor's Office    | Linda Fong     | 03/05/2009 01:50 PM | APRV   |

Form Started By: Belinda Alvarez  
 Started On: 03/03/2009 03:40 PM

Final Approval Date: 03/05/2009



**AI-14387**  
**WIC TRANSFER**  
**CC CONSENT**

**3.I.**

Date: 03/09/2009  
Submitted By: Angela Garcia, BUDGET & MANAGEMENT  
Department: BUDGET & MANAGEMENT  
Agenda Category: 2009 Intradepartmental Transfers

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Information

CAPTION  
2009 - WIC (1292)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 9 ACCT. #: 9-1292-441-00-350-001-9-XXX  
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
funds available as of 3-5-09

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Attachments

Link: [LIT](#)

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Form Routing/Status

| Route Seq | Inbox               | Approved By        | Date                | Status |
|-----------|---------------------|--------------------|---------------------|--------|
| 1         | Budget & Management | Veronica Lopez     | 03/05/2009 01:43 PM | APRV   |
| 2         | Noe Cavazos         | NOE CAVAZOS        | 03/05/2009 02:23 PM | APRV   |
| 3         | Auditor's Office    | Linda Fong         | 03/05/2009 04:53 PM | APRV   |
| 4         | Dina Trevino        | Dina Trevino       | 03/05/2009 05:07 PM | APRV   |
| 5         | Damaris San Miguel  | Damaris San Miguel | 03/05/2009 05:12 PM | APRV   |

Form Started By: Angela Garcia

Started On: 03/05/2009 01:03 PM

Final Approval Date: 03/05/2009

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DATE: 03/05/09  
WIC DIRECTOR: NORMA LONGORIA  
DEPARTMENT NAME: HIDALGO COUNTY WIC PROGRAM  
ACCOUNT NUMBER: 9.1292.441.00.350.001.9 WIC  
SUBJECT: BUDGET LINE ITEM TRANSFER

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfer(s) in accordance with the Local Government Code Chapter 111, Subchapter C.

| FROM                    |                     | TO                        |                              |           |
|-------------------------|---------------------|---------------------------|------------------------------|-----------|
| ACCOUNT NUMBER          | Account Name        | ACCOUNT NO.(S)            | ACCOUNT NAME                 | AMOUNT    |
| 9.1292.441.00.350.001.9 | 604 Drugs           | → 9.1292.441.00.350.001.9 | 441 Rentals                  | 68,000.00 |
| 9.1292.441.00.350.001.9 | 604 Drugs           | → 9.1292.441.00.350.001.9 | 665 Minor Computer Equipment | 5,079.00  |
| 9.1292.441.00.350.001.9 | 682 Gas             | → 9.1292.441.00.350.001.9 | 431 R/M Services Bldg.       | 8,000.00  |
| 9.1292.441.00.350.001.9 | 601 Office Supplies | → 9.1292.441.00.350.001.9 | 622 Electricity              | 10,000.00 |
| Total:                  |                     |                           |                              | 91,079.00 |

Total:

REASON: To cover encumbrances for the FY 09 Grant.

\_\_\_\_\_  
APPROVED COMMISSIONERS COURT

\_\_\_\_\_  
/ /  
Date

\_\_\_\_\_  
ATTEST COUNTY CLERK

**AI-14330**  
**WIC - EBT**  
**CC CONSENT**

**3.J.**

Date: 03/09/2009  
Submitted By: Margarita Gonzalez, WIC  
Submitted For: Norma L. Longoria  
Department: WIC  
Agenda Category: 2009 Intradepartmental Transfers

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Information

CAPTION

2009 - WIC EBT (1292)

BACKGROUND

To cover for expenses that are to be encumbered.

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Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1292-441-00-350-009-9-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

131-->663, \$ 600.00; Funds available as of 03/04/09  
131-->665, \$ 500.00; Funds available as of 03/04/09  
131-->583, \$ 10,000.00; Funds available as of 03/04/09

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Attachments

Link: [LIT](#)

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Form Routing/Status

| Route Seq | Inbox               | Approved By    | Date                | Status |
|-----------|---------------------|----------------|---------------------|--------|
| 1         | Budget & Management | Veronica Lopez | 03/03/2009 02:42 PM | APRV   |
| 2         | Ana Galvan          | Anna Galvan    | 03/04/2009 04:32 PM | APRV   |
| 3         | Auditor's Office    | Linda Fong     | 03/05/2009 01:51 PM | APRV   |
| 4         | Mike Escaname       | Angela Garcia  | 03/06/2009 08:42 AM | APRV   |

Form Started By: Margarita Gonzalez  
Started On: 03/03/2009 10:52 AM

Final Approval Date: 03/06/2009

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DATE: March 3, 2009  
 WIC DIRECTOR: NORMA LONGORIA  
 DEPARTMENT NAME: HIDALGO COUNTY WIC PROGRAM  
 ACCOUNT NUMBER: 9.1292.441.00.350.009.9.  
 SUBJECT: BUDGET LINE ITEM TRANSFER

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfer(s) in accordance with the Local Government Code Chapter 111, Subchapter C.

| FROM                    |              | TO                        |                              |  |  | AMOUNT       |
|-------------------------|--------------|---------------------------|------------------------------|--|--|--------------|
| ACCOUNT NUMBER          | Account Name | ACCOUNT NO.(S)            | ACCOUNT NAME                 |  |  |              |
| 9.1292.441.00.350.009.9 | 131 Overtime | → 9.1292.441.00.350.009.9 | 663 Small Tools              |  |  | \$ 600.00    |
| 9.1292.441.00.350.009.9 | 131 Overtime | → 9.1292.441.00.350.009.9 | 665 Minor Computer Equipment |  |  | 500.00       |
| 9.1292.441.00.350.009.9 | 131 Overtime | → 9.1292.441.00.350.009.9 | 583 Out of County Travel     |  |  | 10,000.00    |
| 9.1292.441.00.350.009.9 | 131 Overtime | → 9.1292.441.00.350.009.9 | 613 Safety Supplies          |  |  | 100.00       |
| Total:                  |              |                           |                              |  |  | \$ 11,200.00 |

REASON: To cover for expense that are to be encumbered.

\_\_\_\_\_  
 Department Head Signature

\_\_\_\_\_  
 APPROVED COMMISSIONERS' COURT

\_\_\_\_\_  
 / /  
 DATE

\_\_\_\_\_  
 ATTEST COUNTY CLERK

**AI-14312**

**3.K.**

**2009 Intradepartmental Transfers**

**CC CONSENT**

Date: 03/09/2009  
 Submitted By: Irma Castillo, PLANNING DEPT.  
 Submitted For: Irma Castillo  
 Department: PLANNING DEPT.  
 Agenda Category: 2009 Intradepartmental Transfers

**Information**

**CAPTION**

2009 - Planning Dept. (1100)

**BACKGROUND**

**Fiscal Impact**

FISCAL YEAR: 2009 ACCT. #: 9-1100-419-10-210-001-0-XXX  
 FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:  
 BUDGETARY IMPACT:  
 Available account balance as of 03/05/2009

**Attachments**

Link: [revised lit](#)

**Form Routing/Status**

| Route Seq | Inbox               | Approved By    | Date                | Status |
|-----------|---------------------|----------------|---------------------|--------|
| 1         | Budget & Management | Veronica Lopez | 03/02/2009 01:43 PM | APRV   |
| 2         | Veronica Ortiz      | Angela Garcia  | 03/05/2009 02:43 PM | APRV   |
| 3         | JC Carreon          | JC Carreon     | 03/05/2009 03:04 PM | APRV   |
| 4         | Auditor's Office    | Linda Fong     | 03/05/2009 03:05 PM | APRV   |

Form Started By: Irma Castillo  
 Started On: 02/27/2009 04:23 PM  
 Final Approval Date: 03/05/2009



Raul E. Sesin, P.E.,  
C.F.M.  
Planning  
Administrator

**HIDALGO COUNTY  
PLANNING DEPT.**

DATE: March 2, 2009

DEPARTMENT HEAD: Raul E. Sesin, P.E.

REVISED 03/04/09  
AGENDA ITEM 14312

DEPARTMENT NAME: Planning Department

ACCOUNT NUMBER: 9-1100-419-10-210-001-0.

**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          |
|-----------------------------|-----------------------|-------------------------------|-----------------------------|-----------------|
| 9-1100-419-10-210-001-0-442 | Rental of Equip & Veh | → 9-1100-419-10-210-001-0-679 | Rpr & Maint. Supplies-Other | \$25.80         |
| 9-1100-419-10-210-001-0-442 | Rental of Equip & Veh | → 9-1100-419-10-210-001-0-663 | Small Tools                 | \$58.10         |
| 9-1100-419-10-210-001-0-442 | Rental of Equip & Veh | → 9-1100-419-10-210-001-0-666 | Minor Office Furniture      | \$300.00        |
| 9-1100-419-10-210-001-0-442 | Rental of Equip & Veh | → 9-1100-419-10-210-001-0-550 | Printing & Bonding          | \$250.00        |
| 9-1100-419-10-210-001-0-631 | Bottled Water         | → 9-1100-419-10-210-001-0-550 | Printing & Bonding          | \$60.00         |
| 9-1100-419-10-210-001-0-665 | Minor Computer        | → 9-1100-419-10-210-001-0-336 | Computer Service            | \$41.00         |
|                             |                       |                               |                             | <b>\$734.90</b> |

Reason: Need to purchase flagging tape to mark when Inspectors measure out on the field, measuring t for the Inspectors, a desk for an Inspector and printing Green Neon Posted Permits & to balance to pay Maintenance Contract Agreement with North American Western Data Systems for the Trimble 6 surve equipment.

\_\_\_\_\_  
Department Head Signature

\_\_\_\_\_  
Approved Commissioners' Court

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date

\_\_\_\_\_  
Attest County Clerk

**AI-14317**

**3.L.**

**Health Division - Clinics Line Item Trf**

**CC CONSENT**

Date: 03/09/2009  
Submitted By: Dan Beltran, HEALTH & HUMAN SERVICES DEPT.  
Department: HEALTH & HUMAN SERVICES DEPT.  
Agenda Category: 2009 Intradepartmental Transfers

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Information

CAPTION

2009 - Health & Human Services Dept - Clinics (1100)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-441-00-340-003-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N  
BUDGETARY IMPACT:  
601-->623; Funds available as of 03/04/09

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Attachments

Link: [Clinics L.I.T.](#)

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Form Routing/Status

| Route Seq | Inbox               | Approved By    | Date                | Status |
|-----------|---------------------|----------------|---------------------|--------|
| 1         | Budget & Management | Veronica Lopez | 03/03/2009 02:39 PM | APRV   |
| 2         | Ana Galvan          | Anna Galvan    | 03/04/2009 02:25 PM | APRV   |
| 3         | Auditor's Office    | Linda Fong     | 03/05/2009 01:51 PM | APRV   |

Form Started By: Dan Beltran Started On: 03/02/2009 02:03 PM

Final Approval Date: 03/05/2009

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**AI-14369**  
**Seal Transfer**  
**CC CONSENT**

**3.M.**

Date: 03/09/2009  
Submitted By: Angela Garcia, BUDGET & MANAGEMENT  
Department: BUDGET & MANAGEMENT  
Agenda Category: 2009 Intradepartmental Transfers

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Information

CAPTION  
2009 - CCL #5 (1100)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-412-00-025-001-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N  
BUDGETARY IMPACT:  
739-->748, \$ 2,000.00; Funds available as of 03/05/09

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Attachments

Link: [LIT](#)

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Form Routing/Status

| Route Seq | Inbox               | Approved By    | Date                | Status |
|-----------|---------------------|----------------|---------------------|--------|
| 1         | Budget & Management | Veronica Lopez | 03/04/2009 03:34 PM | APRV   |
| 2         | Veronica Ortiz      | Angela Garcia  | 03/05/2009 02:43 PM | APRV   |
| 3         | Ana Galvan          | Anna Galvan    | 03/05/2009 04:34 PM | APRV   |
| 4         | Auditor's Office    | Linda Fong     | 03/05/2009 04:42 PM | APRV   |

Form Started By: Angela Garcia

Started On: 03/04/2009 03:14 PM

Final Approval Date: 03/05/2009

---

BUDGET INTRADEPARTMENTAL TRANSFER REQUEST

DATE: 03/04/09

DEPARTMENT HEAD: ARNOLDO CANTU

DEPARTMENT NAME: COUNTY COURT #5

ACCOUNT NUMBER: 9-1100-412-00-025-001-0-XXX

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.

| <b>FROM:</b>  |                  | <b>TO:</b>    |                 |                 |
|---------------|------------------|---------------|-----------------|-----------------|
| <b>OBJECT</b> | <b>OBJECT</b>    | <b>OBJECT</b> | <b>OBJECT</b>   |                 |
| <b>CODE</b>   | <b>NAME</b>      | <b>CODE</b>   | <b>NAME</b>     | <b>AMOUNT</b>   |
| 739           | OTHER STRUCTURES | 748           | OTHER EQUIPMENT | \$2,000.00      |
|               |                  |               |                 |                 |
|               |                  |               |                 |                 |
|               |                  |               |                 |                 |
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|               |                  |               |                 |                 |
|               |                  |               | <b>TOTAL</b>    | <b>2,000.00</b> |

REASON: PURCHASE COUNTY SEAL FOR COURTROOM

\_\_\_\_\_  
DEPARTMENT HEAD SIGNATURE

\_\_\_\_\_  
APPROVED COMMISSIONERS COURT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ATTEST COUNTY CLERK

**AI-14367**

**3.N.**

**transfer of funds-CC6**

**CC CONSENT**

Date: 03/09/2009  
 Submitted By: Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE  
 Department: COMMISSIONERS' COURT EXEC. OFFICE  
 Agenda Category: 2009 Intradepartmental Transfers

**Information**

**CAPTION**

2009 - CCL #6 (1100)

**BACKGROUND**

**Fiscal Impact**

FISCAL YEAR: 2009 ACCT. #: 9-1100-412-00-026-001-0-XXX  
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N  
 BUDGETARY IMPACT:  
 550-->661 \$ 1,300.00; Funds available as of 03/05/09

**Attachments**

Link: [TRANSFER](#)

**Form Routing/Status**

| Route Seq | Inbox               | Approved By    | Date                | Status |
|-----------|---------------------|----------------|---------------------|--------|
| 1         | Budget & Management | Veronica Lopez | 03/04/2009 03:33 PM | APRV   |
| 2         | Ana Galvan          | Anna Galvan    | 03/05/2009 09:47 AM | APRV   |
| 3         | Auditor's Office    | Linda Fong     | 03/05/2009 01:52 PM | APRV   |

Form Started By: Monica Badillo Started On: 03/04/2009 03:05 PM

Final Approval Date: 03/05/2009



**AI-14328**

**3.O.**

**Leasing transfer**

**CC CONSENT**

Date: 03/09/2009  
Submitted By: Angela Garcia, BUDGET & MANAGEMENT  
Department: BUDGET & MANAGEMENT  
Agenda Category: 2009 Intradepartmental Transfers

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Information

CAPTION

2009 - J.P. 1-1 (1100)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 9 ACCT. #: 9-1100-412-00-061-001-0-XXX  
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
funds available as of 3-5-09

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Attachments

Link: [LIT](#)

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Form Routing/Status

| Route Seq | Inbox               | Approved By    | Date                | Status |
|-----------|---------------------|----------------|---------------------|--------|
| 1         | Budget & Management | Veronica Lopez | 03/03/2009 02:42 PM | APRV   |
| 2         | Veronica Ortiz      | Angela Garcia  | 03/05/2009 02:43 PM | APRV   |
| 3         | Noe Cavazos         | NOE CAVAZOS    | 03/05/2009 03:50 PM | APRV   |
| 4         | Auditor's Office    | Linda Fong     | 03/05/2009 04:41 PM | APRV   |

Form Started By: Angela Garcia

Started On: 03/03/2009 10:20 AM

Final Approval Date: 03/05/2009

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BUDGET INTRADEPARTMENTAL TRANSFER REQUEST

DATE: 03/03/09

DEPARTMENT HEAD: HON. GILBERTO SAENZ

DEPARTMENT NAME: J.P. 1/1

ACCOUNT NUMBER: 9-1100-412-00-061-001-0-XXX

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          |
| 442    | RENTAL OF EQUIPM | 780    | CAPITAL LEASING | \$1,861.20      |
|        |                  |        |                 |                 |
|        |                  |        |                 |                 |
|        |                  |        |                 |                 |
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|        |                  |        |                 |                 |
|        |                  |        |                 |                 |
|        |                  |        | <b>TOTAL</b>    | <b>1,861.20</b> |

REASON: CREATE OBJ. 780 TO COVER LEASING OF COPIER.

\_\_\_\_\_  
DEPARTMENT HEAD SIGNATURE

\_\_\_\_\_  
APPROVED COMMISSIONERS COURT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ATTEST COUNTY CLERK

**AI-14297**

**3.P.**

**Intra-Departmental Transfer**

**CC CONSENT**

Date: 03/09/2009  
Submitted By: Veronica Espinoza, J.P. 2, 2  
Submitted For: Veronica Espinoza  
Department: J.P. 2, 2  
Agenda Category: 2009 Intradepartmental Transfers

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**Information**

**CAPTION**

2009 - J.P. 2-2 (1100)

**BACKGROUND**

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**Fiscal Impact**

FISCAL YEAR: 2009 ACCT. #: 9-1100-412-00-064-001-0-XXX  
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
Available account balance as of 03/05/2009

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**Attachments**

Link: [LIT](#)

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**Form Routing/Status**

| <b>Route Seq</b> | <b>Inbox</b>        | <b>Approved By</b> | <b>Date</b>         | <b>Status</b> |
|------------------|---------------------|--------------------|---------------------|---------------|
| 1                | Budget & Management | Veronica Lopez     | 02/27/2009 07:57 AM | APRV          |
| 2                | Veronica Ortiz      | Angela Garcia      | 03/05/2009 02:43 PM | APRV          |
| 3                | JC Carreon          | JC Carreon         | 03/05/2009 03:06 PM | APRV          |
| 4                | Auditor's Office    | Linda Fong         | 03/05/2009 03:08 PM | APRV          |

Form Started By: Veronica Espinoza Started On: 02/26/2009 04:41 PM  
Final Approval Date: 03/05/2009

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AI-14326

3.Q.

Line\_Item\_Transfer\_2009

CC CONSENT

Date: 03/09/2009  
 Submitted By: Robert Leal, J.P. 4, 2  
 Submitted For: Robert Leal  
 Department: J.P. 4, 2  
 Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - J.P. 4-2 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-412-00-068-001-0-XXX  
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

666-->583, \$ 200.00; Funds available as of 03/05/09  
 666-->601, \$ 1,000.00; Funds available as of 03/05/09  
 602-->442, \$ 963.61; Funds available as of 03/05/09  
 581-->442, \$ 200.00; Funds available as of 03/05/09

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

| Route Seq | Inbox               | Approved By    | Date                | Status |
|-----------|---------------------|----------------|---------------------|--------|
| 1         | Budget & Management | Veronica Lopez | 03/03/2009 02:42 PM | APRV   |
| 2         | Ana Galvan          | Anna Galvan    | 03/05/2009 04:28 PM | APRV   |
| 3         | Auditor's Office    | Linda Fong     | 03/05/2009 04:41 PM | APRV   |

Form Started By: Robert Leal  
 Started On: 03/03/2009 10:00 AM

Final Approval Date: 03/05/2009

**DATE:** March 6, 2009

**DEPARTMENT HEAD:** Mary Alice Palacios

**DEPARTMENT NAME:** Justice of the Peace Precinct 4, Place 2

**ACCOUNT NUMBER:** 9-1100-412-00-068-001-0-XXX

**SUBJECT:** Intradepartmental Transfer/s (increase/decrease)

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, Subchapter C Section 111.070, Subsection C.

| <b>FROM</b><br>OBJECT CODE | OBJECT DESCRIPTION     | <b>TO</b><br>OBJECT CODE | OBJECT DESCRIPTION          |
|----------------------------|------------------------|--------------------------|-----------------------------|
| 666                        | Minor Office Furniture | 583                      | Travel Out of County        |
| 666                        | Minor Office Furniture | 601                      | Office Supplies             |
| 602                        | Paper Supplies         | 442                      | Equipment & Vehicle Rentals |
| 581                        | Travel In County       | 442                      | Equipment & Vehicle Rentals |
|                            |                        |                          |                             |
|                            |                        |                          |                             |
|                            |                        |                          |                             |
|                            |                        |                          |                             |
|                            |                        |                          |                             |
|                            |                        |                          |                             |
|                            |                        |                          |                             |

TOTAL

**REASON:** Transfer is needed to pay for Xerox rentals and to purchase supplies that are needed.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST CC





**AI-14402**

**3.R.**

**Intradepartmental Transfer-Telephone  
CC CONSENT**

Date: 03/09/2009  
Submitted By: Rosie Cantu, BUDGET & MANAGEMENT  
Submitted For: JP Pct No. 4 PL 2  
Department: BUDGET & MANAGEMENT  
Agenda Category: 2009 Intradepartmental Transfers

**Information**

**CAPTION**

2009 - J.P. 4-2 (1100)

**BACKGROUND**

**Fiscal Impact**

FISCAL YEAR: 2009 ACCT. #: 9-1100-412-00-068-001-0-584  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
\$2,000.00 available balance as of 03/05/09. rc

**Attachments**

Link: [LIT](#)

**Form Routing/Status**

| Route Seq | Inbox                        | Approved By    | Date                | Status |
|-----------|------------------------------|----------------|---------------------|--------|
| 1         | Rosalinda Cantu (Originator) | Rosie Cantu    | 03/05/2009 06:03 PM | APRV   |
| 2         | Budget & Management          | Veronica Lopez | 03/06/2009 07:39 AM | APRV   |
| 3         | Ana Galvan                   | Anna Galvan    | 03/06/2009 08:16 AM | APRV   |
| 4         | Auditor's Office             | Linda Fong     | 03/06/2009 08:33 AM | APRV   |

Form Started By: Rosie Cantu

Started On: 03/05/2009 05:26 PM

Final Approval Date: 03/06/2009



**Intradepartmental Transfer-Telephone  
CC CONSENT**

Date: 03/09/2009  
Submitted By: Rosie Cantu, BUDGET & MANAGEMENT  
Submitted For: JP Pct No. 5 PL 1  
Department: BUDGET & MANAGEMENT  
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION  
2009 - J.P. 5-1 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-412-00-069-001-0-581  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
\$1,500.00 available balance as of 03/05/09.rc

Attachments

Link: [LIT](#)

Form Routing/Status

| Route Seq                       | Inbox                        | Approved By    | Date                            | Status |
|---------------------------------|------------------------------|----------------|---------------------------------|--------|
| 1                               | Rosalinda Cantu (Originator) | Rosie Cantu    | 03/05/2009 06:00 PM             | APRV   |
| 2                               | Budget & Management          | Veronica Lopez | 03/06/2009 07:38 AM             | APRV   |
| 3                               | Ana Galvan                   | Anna Galvan    | 03/06/2009 08:17 AM             | APRV   |
| 4                               | Auditor's Office             | Linda Fong     | 03/06/2009 08:32 AM             | APRV   |
| Form Started By: Rosie Cantu    |                              |                | Started On: 03/05/2009 05:22 PM |        |
| Final Approval Date: 03/06/2009 |                              |                |                                 |        |



**AI-14324**

**3.T.**

**Line Item Transfer**

**CC CONSENT**

Date: 03/09/2009  
 Submitted By: Yolanda Orozco, EMERGENCY SERVICES DIVISION  
 Submitted For: A.A. Tony Pena, Jr.  
 Department: EMERGENCY SERVICES DIVISION  
 Agenda Category: 2009 Intradepartmental Transfers

**Information**

**CAPTION**

2009 - Fire Marshal (1100)

**BACKGROUND**

**Fiscal Impact**

FISCAL YEAR: 9 ACCT. #: 9-1100-422-10-300-001-0-XXX  
 FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:  
 BUDGETARY IMPACT:  
 funds available as of 3-5-09

**Attachments**

Link: [Line Item Trans.030909](#)

**Form Routing/Status**

| Route Seq | Inbox               | Approved By    | Date                | Status |
|-----------|---------------------|----------------|---------------------|--------|
| 1         | Budget & Management | Veronica Lopez | 03/03/2009 02:41 PM | APRV   |
| 2         | Veronica Ortiz      | Angela Garcia  | 03/05/2009 02:43 PM | APRV   |
| 3         | Noe Cavazos         | NOE CAVAZOS    | 03/05/2009 03:50 PM | APRV   |
| 4         | Auditor's Office    | Linda Fong     | 03/05/2009 04:39 PM | APRV   |

Form Started By: Yolanda Orozco  
 Started On: 03/03/2009 08:56 AM  
 Final Approval Date: 03/05/2009





**AI-14366**

**3.U.**

**2009 - Pct#1 Sanitation (1100)**

**CC CONSENT**

Date: 03/09/2009  
Submitted By: Robert Elizondo, COMM. PCT. #1  
Department: COMM. PCT. #1  
Agenda Category: 2009 Intradepartmental Transfers

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Information

CAPTION

2009 - Pct. #1 Sanitation (1100)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-432-00-121-001-0-XXX  
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
Available account balance as of 03/04/2009

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Attachments

Link: [LIT](#)

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Form Routing/Status

| Route Seq | Inbox               | Approved By    | Date                | Status |
|-----------|---------------------|----------------|---------------------|--------|
| 1         | Budget & Management | Veronica Lopez | 03/04/2009 03:33 PM | APRV   |
| 2         | JC Carreon          | JC Carreon     | 03/04/2009 04:21 PM | APRV   |
| 3         | Auditor's Office    | Linda Fong     | 03/05/2009 02:11 PM | APRV   |

Form Started By: Robert Elizondo  
Started On: 03/04/2009 03:03 PM

Final Approval Date: 03/05/2009

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**AI-14355**

**3.V.**

**Pct. No. 2 BCAP Transfer**

**CC CONSENT**

Date: 03/09/2009  
Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM  
Submitted For: Agapito Vargas  
Department: COLONIA ACCESS PROGRAM  
Agenda Category: 2009 Intradepartmental Transfers

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Information

CAPTION

2009 - Pct. #2 BCAP (1311)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1311-431-00-122-605-1-XXX  
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
Available account balance as of 03/04/2009

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Attachments

Link: [LIT](#)

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Form Routing/Status

| Route Seq | Inbox               | Approved By    | Date                | Status |
|-----------|---------------------|----------------|---------------------|--------|
| 1         | Budget & Management | Veronica Lopez | 03/04/2009 02:02 PM | APRV   |
| 2         | JC Carreon          | JC Carreon     | 03/04/2009 04:18 PM | APRV   |
| 3         | Auditor's Office    | Linda Fong     | 03/05/2009 02:16 PM | APRV   |
| 4         | Mike Escaname       |                | 03/06/2009 08:42 AM | NEW    |

Form Started By: Marcie Jackson  
Started On: 03/04/2009 10:18 AM  
Final Approval Date: 03/06/2009

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**AI-14351**

**3.W.**

**Budget Line-Item Transfer for buisness cards**

**CC CONSENT**

Date: 03/09/2009  
 Submitted By: Yolanda Cisneros, COMM. PCT. #2  
 Submitted For: Yolanda Cisneros  
 Department: COMM. PCT. #2  
 Agenda Category: 2009 Intradepartmental Transfers

**Information**

**CAPTION**

2009 - Pct. #2 CRC (1100)

**BACKGROUND**

**Fiscal Impact**

FISCAL YEAR: 2009 ACCT. #: 9-1100-466-00-122-082-0-XXX  
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
 BUDGETARY IMPACT:  
 From 739 to 550 in the amount of \$300.00. Funding available for transfer as of 03/03/2009.

FISCAL YEAR: 9 ACCT. #: 9-1100-466-00-122-082-0-XXX  
 FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:  
 BUDGETARY IMPACT:  
 funds available as of 3-5-09

**Attachments**

Link: [LIT](#)

**Form Routing/Status**

| Route Seq                         | Inbox               | Approved By    | Date                            | Status |
|-----------------------------------|---------------------|----------------|---------------------------------|--------|
| 1                                 | Budget & Management | Veronica Lopez | 03/04/2009 08:15 AM             | APRV   |
| 2                                 | Veronica Ortiz      | Angela Garcia  | 03/05/2009 02:43 PM             | APRV   |
| 3                                 | Noe Cavazos         | NOE CAVAZOS    | 03/05/2009 03:50 PM             | APRV   |
| 4                                 | Auditor's Office    | Linda Fong     | 03/05/2009 04:55 PM             | APRV   |
| Form Started By: Yolanda Cisneros |                     |                | Started On: 03/03/2009 05:47 PM |        |
| Final Approval Date: 03/05/2009   |                     |                |                                 |        |



**AI-14322**

**3.X.**

**Pct #3 Transfer**

**CC CONSENT**

Date: 03/09/2009  
Submitted By: Norma Ceballos, COMM. PCT. #3  
Department: COMM. PCT. #3  
Agenda Category: 2009 Intradepartmental Transfers

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Information

CAPTION

2009 - Pct. #3 R&B (1203)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 9 ACCT. #: 9-1203-431-00-123-005-0  
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
funds available as of 3-4-09

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Attachments

Link: [LIT](#)

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Form Routing/Status

| Route Seq | Inbox               | Approved By    | Date                | Status |
|-----------|---------------------|----------------|---------------------|--------|
| 1         | Budget & Management | Veronica Lopez | 03/03/2009 02:40 PM | APRV   |
| 2         | Noe Cavazos         | NOE CAVAZOS    | 03/04/2009 11:32 AM | APRV   |
| 3         | Auditor's Office    | Linda Fong     | 03/05/2009 02:26 PM | APRV   |

Form Started By: Norma Ceballos

Started On: 03/02/2009 04:02 PM

Final Approval Date: 03/05/2009

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## INTRA-DEPARTMENTAL TRANSFER

DATE: 03/03/09

DEPARTMENT HEAD: Commissioner Joe M. Flores - Pct No. 3

DEPARTMENT NAME: Hidalgo County Precinct #3

ACCOUNT NUMBER: 9-1203-431-00-123-005-0-XXX

CONTACT PERSON: Norma Ceballos PHONE: (956)585-4509

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intra-departmental transfer(s) in accordance with Local Government Code, Chapter 111, Subchapter C.

| FROM OBJECT CODE | OBJECT NAME    | TO OBJECT CODE | OBJECT NAME                   | AMOUNT             |
|------------------|----------------|----------------|-------------------------------|--------------------|
| 890              | P/U Rd.- Other | 640            | P/U Rd. - Reference Materials | \$ 1,500.00        |
|                  |                |                |                               |                    |
|                  |                |                |                               |                    |
|                  |                |                |                               |                    |
|                  |                |                |                               |                    |
|                  |                |                |                               |                    |
|                  |                |                |                               |                    |
|                  |                |                |                               |                    |
|                  |                |                |                               |                    |
| <b>TOTAL</b>     |                |                |                               | <b>\$ 1,500.00</b> |

**REASON:** For Expected Expenses

\_\_\_\_\_  
DEPARTMENT HEAD SIGNATURE

\_\_\_\_\_  
CC DATE

\_\_\_\_\_  
APPROVED COMMISSIONERS' COURT

\_\_\_\_\_  
ATTEST COUNTY CLERK

**AI-14278**

**3.Y.**

**Pct #3 Transfer**

**CC CONSENT**

Date: 03/09/2009  
 Submitted By: Norma Ceballos, COMM. PCT. #3  
 Department: COMM. PCT. #3  
 Agenda Category: 2009 Intradepartmental Transfers

**Information**

**CAPTION**

2009 - Pct. #3 2006 C.O.'S (1336)

**BACKGROUND**

**Fiscal Impact**

FISCAL YEAR: 2009 ACCT. #: 9-1336-431-00-123-040-0-XXX  
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

**BUDGETARY IMPACT:**

731-->890 \$ 12,128.11; funds available as of 02/27/09  
 741-->890 \$ 10,108.02; funds available as of 02/27/09

**Attachments**

Link: [Line Item Transfer](#)

**Form Routing/Status**

| Route Seq | Inbox               | Approved By    | Date                | Status |
|-----------|---------------------|----------------|---------------------|--------|
| 1         | Budget & Management | Veronica Lopez | 02/26/2009 10:07 AM | APRV   |
| 2         | Ana Galvan          | Anna Galvan    | 02/27/2009 11:14 AM | APRV   |
| 3         | Auditor's Office    | Linda Fong     | 03/05/2009 02:33 PM | APRV   |

Form Started By: Norma Ceballos  
 Started On: 02/26/2009 09:12 AM

Final Approval Date: 03/05/2009



**AI-14321**

**3.Z.**

**Pct #3 Transfer**

**CC CONSENT**

Date: 03/09/2009  
 Submitted By: Norma Ceballos, COMM. PCT. #3  
 Department: COMM. PCT. #3  
 Agenda Category: 2009 Intradepartmental Transfers

**Information**

**CAPTION**

2009 - Pct. #3 BCAP (1311)

**BACKGROUND**

**Fiscal Impact**

FISCAL YEAR: 2009 ACCT. #: 9-1311-431-00-123-784-1-XXX  
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
 BUDGETARY IMPACT:  
 Account available balance as of 03/04/2009

**Attachments**

Link: [LIT](#)

**Form Routing/Status**

| Route Seq | Inbox               | Approved By    | Date                | Status |
|-----------|---------------------|----------------|---------------------|--------|
| 1         | Budget & Management | Veronica Lopez | 03/03/2009 02:40 PM | APRV   |
| 2         | JC Carreon          | JC Carreon     | 03/04/2009 10:33 AM | APRV   |
| 3         | Auditor's Office    | Linda Fong     | 03/05/2009 02:30 PM | APRV   |
| 4         | Mike Escaname       |                | 03/06/2009 08:42 AM | NEW    |

Form Started By: Norma Ceballos

Started On: 03/02/2009 02:15 PM

Final Approval Date: 03/06/2009

# INTRA-DEPARTMENTAL TRANSFER

DATE: 03/03/09

DEPARTMENT HEAD: Commissioner Joe M. Flores - Pct No. 3

DEPARTMENT NAME: Pct #3 - CAP (1311)

ACCOUNT NUMBER: 9-1311-431-00-123-XXX-X-XXX

CONTACT PERSON: Norma Ceballos PHONE: (956)585-4509

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intra-departmental transfer(s) in accordance with Local Government Code, Chapter 111, Subchapter C.

| FROM<br>OBJECT<br>CODE | OBJECT<br>NAME                | TO<br>OBJECT<br>CODE | OBJECT<br>NAME                   | AMOUNT              |
|------------------------|-------------------------------|----------------------|----------------------------------|---------------------|
| 734                    | Villa Capri S/D-Subd. Streets | 733                  | Villa Capri S/D-Drainage Ditches | \$ 11,067.50        |
|                        |                               |                      |                                  |                     |
|                        |                               |                      |                                  |                     |
|                        |                               |                      |                                  |                     |
|                        |                               |                      |                                  |                     |
|                        |                               |                      |                                  |                     |
|                        |                               |                      |                                  |                     |
|                        |                               |                      |                                  |                     |
|                        |                               |                      |                                  |                     |
| <b>TOTAL</b>           |                               |                      |                                  | <b>\$ 11,067.50</b> |

REASON: To cover expected expense.

\_\_\_\_\_  
DEPARTMENT HEAD SIGNATURE

\_\_\_\_\_  
CC DATE

\_\_\_\_\_  
APPROVED COMMISSIONERS' COURT

\_\_\_\_\_  
ATTEST COUNTY CLERK

# **INTRA-DEPARTMENTAL TRANSFER**

**AI-14315**  
**Pipeline Permit**  
**CC CONSENT**

**5.A.**

Date: 03/09/2009  
Submitted By: Sandra Garcia, RIGHT OF WAY DEPT.  
Submitted For: Joe Pena  
Department: RIGHT OF WAY DEPT.  
Agenda Category: Right of Way

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Information

CAPTION

1. Sharyland Water Supply Corporation:
  - a. A 4" PVC waterline to begin 20 Ft. East of the centerline of the intersection of Medina Ave. & Trosper Rd. then to go East for a distance of approximately 150'. Waterline to be located 5 Ft. South of North ROW line of Medina Ave.
2. North Alamo Water Supply Corporation:
  - a. Approximately 500' North of Mile 19N on the east side of Engleman Rd- X Rd- Antonio Perez; 3/4" serv connection.
  - b. Approximately 100' North of 8th St on the east side of Gill St- Line Ext- Eulogio Diaz; 3/4" serv connection.

BACKGROUND

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Fiscal Impact

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Attachments

Link: [Pipeline Permits](#)

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Form Routing/Status

| Route Seq | Inbox               | Approved By    | Date                | Status |
|-----------|---------------------|----------------|---------------------|--------|
| 1         | Budget & Management | Veronica Lopez | 03/04/2009 08:11 AM | APRV   |
| 2         | Dale Kennan         | Dale Kennan    | 03/04/2009 10:52 AM | APRV   |
| 3         | Auditor's Office    | Linda Fong     | 03/05/2009 02:53 PM | APRV   |

Form Started By: Sandra Garcia  
Started On: 03/02/2009 10:43 AM  
Final Approval Date: 03/05/2009

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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 9th day of March, 2009 does by these presents **GRANT, GIVE AND RELINQUISH TO:**

Sharyland 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 PVC 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:**

- 1. A 4" PVC waterline to begin 20FT East of the centerline of the intersection of Medina Ave & Trosper Rd then to go East for a distance of approximately 150'. Waterline to be located 5 Ft South of North ROW line of Medina Ave.

The granting, giving and authorizing of permission for the said aforementioned Permittee to so construct, reconstruct, lay and maintain a 4" PVC 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. Notwithstanding 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 Permittee 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 related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.

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 9th day of March, 2009 does by these presents **GRANT, GIVE AND RELINQUISH TO:**

The 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 2 inch water/ gas/ sewer/ irrigation line; said line to be constructed of PVC 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:**

- 2. Approximately 500' north of Mile 19N on the east side of Engleman Rd- X Rd- Antonio Perez; ¾" service conn
- 3. Approximately 100' north of 8<sup>th</sup> St on the east side of Gill St- Line Ext- Eulogio Diaz; ¾" service connection

The granting, giving and authorizing of permission for the said aforementioned Permittee to so construct, reconstruct, lay and maintain a 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. Notwithstanding 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 related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.

AI-14316

6.A.

**Homebuyer Assistance Program  
CC CONSENT**

Date: 03/09/2009  
Submitted By: Hilda Bazan, URBAN COUNTY  
Submitted For: Hilda Bazan  
Department: URBAN COUNTY  
Agenda Category: Urban County

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Information

**CAPTION**

Request approval to enter into one (1) "Homebuyer Assistance Program" Contract under the Home Program.

**BACKGROUND**

| <i>APPLICANT</i>  | <i>FUNDING YEAR</i> | <i>GRANT AMOUNT</i> | <i>LENDER</i> | <i>LEGAL DESCRIPTION</i>                        |
|-------------------|---------------------|---------------------|---------------|---|
| GUADALUPE SALDANA | 2005                | \$5,000             | USDA          | LOT 417 VALLE ALTO NORTH PHASE 8<br>HIDALGO, TX |

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Fiscal Impact

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Attachments

*No file(s) attached.*

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Form Routing/Status

| <b>Route Seq</b> | <b>Inbox</b>        | <b>Approved By</b> | <b>Date</b>         | <b>Status</b> |
|------------------|---------------------|--------------------|---------------------|---------------|
| 1                | Budget & Management | Veronica Lopez     | 03/02/2009 01:43 PM | APRV          |
| 2                | Veronica Lopez      | Veronica Lopez     | 03/05/2009 09:09 AM | APRV          |
| 3                | Auditor's Office    | Linda Fong         | 03/05/2009 02:53 PM | APRV          |

Form Started By: Hilda Bazan  
Started On: 03/02/2009 12:00 PM

Final Approval Date: 03/05/2009

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AI-14323

7.A.

**Reimbursement - Mario Betancourt**

**CC CONSENT**

Date: 03/09/2009

Submitted By: Maxine Elizondo, EMERGENCY SERVICES DIVISION

Department: EMERGENCY SERVICES DIVISION

Information

CAPTION

Emergency Services:

Requesting approval to reimburse Mario Betancourt for the purchase of fuel for Emergency Management vehicle in the amount of \$27.00.

BACKGROUND

Fire Marshal Truck: Unit#351, Lic.Plate(51K-ZG8), VIN#1FTRF12W55NA55678

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1100-429-00-300-023-0-682

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance as of 03/04/09; \$10,001.11

Attachments

Link: [Affidavit](#)

Form Routing/Status

| Route Seq | Inbox               | Approved By    | Date                | Status |
|-----------|---------------------|----------------|---------------------|--------|
| 1         | Budget & Management | Veronica Lopez | 03/03/2009 09:08 AM | APRV   |
| 2         | Roland Garcia       | Rolando Garcia | 03/04/2009 10:20 AM | APRV   |
| 3         | Auditor's Office    | Linda Fong     | 03/05/2009 03:10 PM | APRV   |
| 4         | Dina Trevino        | Dina Trevino   | 03/05/2009 05:05 PM | APRV   |
| 5         | Roland Garcia       | Rolando Garcia | 03/06/2009 08:07 AM | APRV   |

Form Started By: Maxine Elizondo

Started On: 03/03/2009 08:56 AM

Final Approval Date: 03/06/2009



**STRIPES # 2228**  
**101 W. HWY 107**  
La Villa  
TX 78562  
**956-262-8081**

TP48624731-001 STRIPES 2228  
101 W HWY 107  
LA VILLA TX 78

Mileage 54028  
Descr. Red Ford truck qty amount  
-----

CUSTOMER COPY>  
UNLD CA #02 16.883G 27.00  
SELF @ 1.599/ G  
  
Subtotal 27.00  
Tax 0.00  
**TOTAL 27.00**  
DEBIT \$ 27.00


CARD TYPE: DEBIT  
CARD NAME: MARIO/A BETANCOURT  
ACCT NUMBER: XXXXXXXXXXXX8280  
TRANS TYPE: SALE  
APPROVAL: 543507  
INVOICE: 084173  
AMOUNT: 27.00

APPROVED 543507

\*\*\*\*\*

**THANKS, COME AGAIN**  
ST# 2228 TILL XXXX DR# 1 TRAN# 1035161  
CSH: 1 02/20/09 14:27:15

**MEMO**

**To:** Rey Eufrazio, County Auditor  
**From:** Mario Betanocourt, Asst. E.M.C.   
**Date:** February 23, 2009  
**Re:** Reimbursement

Mr. Eufrazio on February 20, 2009 at the Stripes #2228 I had to use my own personal credit card for gasoline in the amount of \$27.00 due to the fact that my fuel card #5567356023428675 with pin #148652 did not work. Therefore I am requesting a reimbursement. See attach receipt.

If you have any question please contact me at 318-2600 ext. 5011.

2009 FEB 23 AM 10 49

COUNTY AUDITOR  
REIMBURSE

**AI-14384**

**8.A.**

**Request for Payment Application No. 1 with GAS Enterprises, Inc.**

**CC CONSENT**

Date: 03/09/2009  
 Submitted By: Rocio Villarreal, PURCHASING DEPT.  
 Submitted For: Rocio Villarreal  
 Department: PURCHASING DEPT.  
 Agenda Category: Purchasing Department

**Information**

**CAPTION**

Approval of request for payment Application No. 1 in the amount of \$31,656.60 from G.A.S. Enterprises, Inc. contracted vendor for, "Construction of Meeting Hall/Pavilion for Precinct No. 3" and as certified for payment by project architect, Alcocer Garcia Associates Design Consulting.C-08-406-01-28

**BACKGROUND**

**Fiscal Impact**

FISCAL YEAR: 2009 ACCT. #: 9-XXXX-451-22-123-068-0-720  
 FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:

**BUDGETARY IMPACT:**

Amount available in PO#617510 is \$1,154,824.00 for GAS Enterprises, INC.

9-1302-451-22-123-068-0-720; \$899,647.88

9-1213-451-22-123-068-0-720; \$255,176.12

**Attachments**

Link: [Payment No. 1](#)

**Form Routing/Status**

| Route Seq                         | Inbox                 | Approved By    | Date                            | Status |
|-----------------------------------|-----------------------|----------------|---------------------------------|--------|
| 1                                 | Purchasing Department | Marty Salazar  | 03/05/2009 04:35 PM             | APRV   |
| 2                                 | Budget & Management   | Veronica Lopez | 03/05/2009 04:40 PM             | APRV   |
| 3                                 | Roland Garcia         | Rolando Garcia | 03/05/2009 05:00 PM             | APRV   |
| 4                                 | Auditor's Office      | Linda Fong     | 03/06/2009 08:03 AM             | APRV   |
| Form Started By: Rocio Villarreal |                       |                | Started On: 03/05/2009 11:41 AM |        |

Final Approval Date: 03/06/2009

# APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF \_\_\_\_\_ PAGES

TO OWNER: County of Hidalgo  
2812 S. Business 281  
Edinburg, Texas /8539

PROJECT: Hidalgo County  
Precinct No. 3  
Meeting Hall/Pavilion

APPLICATION NO: One (1)

Distribution to:

|                                     |            |
|-------------------------------------|------------|
| <input checked="" type="checkbox"/> | OWNER      |
| <input checked="" type="checkbox"/> | ARCHITECT  |
| <input checked="" type="checkbox"/> | CONTRACTOR |
| <input type="checkbox"/>            |            |
| <input type="checkbox"/>            |            |

FROM CONTRACTOR:

G.A.S. Enterprises, Inc.  
P.O. Box 309  
Elsa, Texas /8543

VIA ARCHITECT: AGADC  
1333 E. Jasmine  
McAllen, TX 78501

PERIOD TO: 2/20/09

PROJECT NOS:

CONTRACT FOR: General Contractor

CONTRACT DATE: 1/28/09

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

- ORIGINAL CONTRACT SUM \$ 1,154,824.00
- Net change by Change Orders \$ 0.00
- CONTRACT SUM TO DATE (Line 1 + 2) \$ 1,154,824.00
- TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 35,174.00

5. RETAINAGE:  
a. 10 % of Completed Work \$ 3,517.40  
(Column D + E on G703)

b. % of Stored Material \$  
(Column F on G703)  
Total Retainage (Lines 5a + 5b or

Total in Column I of G703)  
6. TOTAL EARNED LESS RETAINAGE \$ 3,517.40  
(Line 4 Less Line 5 Total) \$ 31,656.60

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 0.00  
8. CURRENT PAYMENT DUE \$ 31,656.60  
9. FUTURE PAYMENT TO FINISH, INCLUDING RETAINAGE \$ 1,123,167.40  
(Line 3 less Line 6)

| CHANGE ORDER SUMMARY                               | ADDITIONS | DEDUCTIONS |
|--|-----------|------------|
| Total changes approved in previous months by Owner |           |            |
| Total approved this Month                          |           |            |
| TOTALS   |           |            |
| NET CHANGES by Change Order                        |           |            |

MARICELA NICHOLS  
MY COMMISSION EXPIRES  
November 17, 2009



By: *[Signature]* Date: 2/20/09

Rene Salinas Texas County of Hidalgo  
Subscribed and sworn to before me this 20th day of February, 2009  
Notary Public: *[Signature]*  
My Commission expires: November 17, 2009

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ 31,656.60

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified ARCHITECT.)

By: *[Signature]* Date: 3-2-09

This Certificate is not negotiable. THE AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



# CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification attached.

APPLICATION NO: One (1)

In tabulations below, amounts are stated to the nearest dollar.

APPLICATION DATE: 2/20/09

Use Column I on Contracts where variable retainage for line items apply.

PERIOD TO: 2/20/09

ARCHITECTS PROJECT NO:

| A                   | B                         | C                  | D                                      | E                     | F  | G  | H         | I                       | J                            |
|---------------------|---------------------------|--------------------|--|-----------------------|--|--|-----------|-------------------------|------------------------------|
| ITEM NO.            | DESCRIPTION OF WORK       | SCHEDULED VALUE    | WORK FROM PREVIOUS APPLICATION (D + E) | COMPLETED THIS PERIOD | MATERIALS PRESENTLY STORED (NOT IN D OR E) | TOTAL COMPLETED AND STORED TO DATE (D+E+F) | % (G/C)   | BALANCE TO FINISH (C-G) | RETAINAGE (IF VARIABLE RATE) |
| 1                   | Bonding/Insurance         | \$30,048           | \$0                                    | \$30,048              | \$0  | \$30,048                                   | 100%      | \$0                     | \$3,004.80                   |
| 2                   | General Conditions        | \$15,815           | \$0                                    | \$3,026               | \$0  | \$3,026                                    | 19%       | \$12,789                | \$302.60                     |
| 3                   | Site Prep/Grading         | \$19,536           | \$0                                    | \$2,100               | \$0  | \$2,100                                    | 11%       | \$17,436                | \$210.00                     |
| 4                   | Site Utilities            | \$47,762           | \$0                                    | \$0                   | \$0  | \$0  | 0%        | \$47,762                | \$0                          |
| 5                   | Paving/Striping/Signage   | \$58,183           | \$0                                    | \$0                   | \$0  | \$0  | 0%        | \$58,183                | \$0                          |
| 6                   | Concrete Work             | \$155,375          | \$0                                    | \$0                   | \$0  | \$0  | 0%        | \$155,375               | \$0                          |
| 7                   | Termite Treatment         | \$1,125            | \$0                                    | \$0                   | \$0  | \$0  | 0%        | \$1,125                 | \$0                          |
| 8                   | CMU Work                  | \$59,200           | \$0                                    | \$0                   | \$0  | \$0  | 0%        | \$59,200                | \$0                          |
| 9                   | Steel/Metal Work          | \$98,803           | \$0                                    | \$0                   | \$0  | \$0  | 0%        | \$98,803                | \$0                          |
| 10                  | Roofing                   | \$40,286           | \$0                                    | \$0                   | \$0  | \$0  | 0%        | \$40,286                | \$0                          |
| 11                  | Carpentry/Gyp Board       | \$42,245           | \$0                                    | \$0                   | \$0  | \$0  | 0%        | \$42,245                | \$0                          |
| 12                  | SAC                       | \$20,612           | \$0                                    | \$0                   | \$0  | \$0  | 0%        | \$20,612                | \$0                          |
| 13                  | Painting                  | \$48,369           | \$0                                    | \$0                   | \$0  | \$0  | 0%        | \$48,369                | \$0                          |
| 14                  | Electrical                | \$200,229          | \$0                                    | \$0                   | \$0  | \$0  | 0%        | \$200,229               | \$0                          |
| 15                  | HVAC                      | \$78,575           | \$0                                    | \$0                   | \$0  | \$0  | 0%        | \$78,575                | \$0                          |
| 16                  | Plumbing                  | \$60,981           | \$0                                    | \$0                   | \$0  | \$0  | 0%        | \$60,981                | \$0                          |
| 17                  | Flooring                  | \$47,143           | \$0                                    | \$0                   | \$0  | \$0  | 0%        | \$47,143                | \$0                          |
| 18                  | Millwork                  | \$17,196           | \$0                                    | \$0                   | \$0  | \$0  | 0%        | \$17,196                | \$0                          |
| 19                  | Doors/Frames/HW           | \$34,653           | \$0                                    | \$0                   | \$0  | \$0  | 0%        | \$34,653                | \$0                          |
| 20                  | Storefront/Glazing        | \$3,659            | \$0                                    | \$0                   | \$0  | \$0  | 0%        | \$3,659                 | \$0                          |
| 21                  | Toilet Partitions/Acc     | \$7,288            | \$0                                    | \$0                   | \$0  | \$0  | 0%        | \$7,288                 | \$0                          |
| 22                  | Exterior/Interior Signage | \$6,280            | \$0                                    | \$0                   | \$0  | \$0  | 0%        | \$6,280                 | \$0                          |
| 23                  | Furniture/Fixtures        | \$7,015            | \$0                                    | \$0                   | \$0  | \$0  | 0%        | \$7,015                 | \$0                          |
| 24                  | Overhead/Counter Doors    | \$16,446           | \$0                                    | \$0                   | \$0  | \$0  | 0%        | \$16,446                | \$0                          |
| 25                  | Allowances                | \$38,000           | \$0                                    | \$0                   | \$0  | \$0  | 0%        | \$38,000                | \$0                          |
| <b>GRAND TOTALS</b> |                           | <b>\$1,154,824</b> | <b>\$0</b>                             | <b>\$35,174</b>       | <b>\$0</b>                                 | <b>\$35,174</b>                            | <b>3%</b> | <b>\$1,119,650</b>      | <b>\$3,511.40</b>            |

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AIA DOCUMENT G703 CONTINUATION SHEET FOR G702 1992 EDITION AIA @ 1992

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-5232

G703-1992

**COOP for Authority to Purchase, Copier Lease/Maintenance Agreements  
CC CONSENT**

Date: 03/09/2009  
Submitted By: Matilde Faz, PURCHASING DEPT.  
Submitted For: Marty Salazar  
Department: PURCHASING DEPT.  
Agenda Category: Purchasing Department

Information

CAPTION

1. Presentation for discussion, consideration and approval to utilize the following cooperative purchasing vendors, for purchases on an "AS NEEDED BASIS" through our membership/participation with Texas Procurement and Support Services (TPASS), (DIR) Department of Information Resources, (TCPN) The Cooperative Purchasing Network, (HGAC) awarded pricing including, but not limited to, Precincts, Department, Programs, Agencies, etc.:

| Vendor           | Contract Description                         | Contract #  |
|------------------|--|-------------|
| MTM Technologies | Computer Equipment, Software and Peripherals | DIR-SDD-264 |
| Calence LLC      | Computer Equipment, Software and Peripherals | DIR-SDD-236 |
| Insight          | Computer Equipment, Software and Peripherals | DIR-SDD-223 |

2. Presentation for discussion, consideration, and approval to utilize the following cooperative purchasing vendors, for purchases on an "AS NEEDED BASIS" through our membership/participation with the Texas Association of School Boards Cooperative "Buy Board" awarded pricing including, but not limited to, Precincts, Departments, Program, Agencies, etc.:

|  |                              |         |
|--|------------------------------|---------|
| SAT Radio Communications dba Industrial Communications | Radio Communication Products | #285-08 |
|--|------------------------------|---------|

with term of authority to purchase from contracts detailed herein commencing upon approval and expiring December 31, 2009.

3. Requesting authority to purchase computer equipment, software and/or peripherals through our membership/participation with (TPASS) Texas Procurement and Support Services awarded vendor Calence LLC DIR-SDD-236 for the Information Technology Dept., requisition #149664 in the total amount of \$19,096.00;

4. Requesting authority to purchase (5) Midland ER102 Emergency Crank Weather Alert Radios through our membership/participation with the Texas Association of School Board "Buyboard" awarded vendor SAT Radio Communications dba Industrial Communications contract #285-08

5. Requesting authority to enter into a 12-month maintenance agreement for a (2) sharp FO-4700 serial 97107157 & sharp FO-4470 serial #67104850 with Don Brown Business

Systems for the Treasurer's Department requisition's #150260 & 150264 for the amount of \$250.00 ea./year. Effective: 03/22/09 - 03/22/10 (9-1100-415-16-150-001-0-432)

6. Requesting authority to enter into a 48-month new printer lease for a WC7328 through our membership/participation with (TCPN) The Cooperative Purchasing Network with Xerox Corporation contract #072391200 for the Fire Marshall Department, requisition #150224 for the amount of \$256.16/month, effective: Upon approval (780) Capital Lease; (9-1100-422-10-300-001-0-780)

7. Requesting authority to enter into a (12) month maintenance renewal agreement with Environmental Systems Research Institution for the Planning Dept. through requisition #150209 in the total amount of \$3,000.00/year, effective: 08/02/2009 - 08/01/2010

## BACKGROUND

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### Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: Various

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

#### BUDGETARY IMPACT:

Funding available for all pending requisitions as of 3-4-09.

For item #1 & 2 authorization to utilize co-op vendors does not require funding at this time. Funding is identified once purchases are made and is on an "as needed basis".

For item #6 for the Emergency Svcs-Fire Marshal, funding is pending line item transfer in the amount of \$3,000.00, refer to AI #14324 CC 3-9-09, consent agenda.

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### Attachments

Link: [Calence I T](#)

Link: [Don Brown/Treasurers Agreements](#)

Link: [Environmental Systems Planning](#)

Link: [SAT Radios/Emergency Mgmt.](#)

Link: [XRX Lease Fire Marshalls](#)

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### Form Routing/Status

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Purchasing Department | Marty Salazar  | 03/04/2009 12:14 PM | APRV   |
| 2         | Budget & Management   | Veronica Lopez | 03/04/2009 01:55 PM | APRV   |
| 3         | Ivan Cantu            | Ivan Cantu     | 03/04/2009 02:11 PM | APRV   |
| 4         | Auditor's Office      | Linda Fong     | 03/05/2009 05:05 PM | APRV   |

Form Started By: Matilde Faz  
Started On: 03/03/2009 09:02 AM

Final Approval Date: 03/05/2009

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# Requisition

Req # 00149664

PO #

Date: 02/20/09

*Comment*  
*3/9/09*  
*# 14325*

Bill To: x  
 x

Vendor: 327913  
 CALENCE LLC  
 2712 N. MCCOLL  
 MCALLEN TX 78501  
 FAX (408)547-0327

Ship To: INFORMATION TECHNOLOGY DEPARTMENT  
 100 E. CANO, 4TH FLOOR  
 EDINBURG TX 78540

Contact: EDNA KIRBY  
 956-292-7010

Contract No: DIR-SDD-236

Special Instructions:

| QUANTITY | UOM  | DESCRIPTION   | UNIT PRICE  | AMOUNT    |
|----------|------|---|-------------|-----------|
|          |      | QUOTE# Q-095305-1 DIR-SDD-236<br>DO NOT DUPLICATE ORDER       |             |           |
| 1.00     | EACH | 8 PORT MULTICHANNEL T1/E1 8PRI PORT ADAPTER                   | 6,496.00    | 6,496.00  |
| 1.00     | EACH | CATALYST 6500 48-PORT 10/100/1000 GE MOD RJ-45                | 4,200.00    | 4,200.00  |
| 1.00     | EACH | CATALYST 6500 24 - PORT GigE MOD: fabric-enaled<br>(Req.SFPs) | 8,400.00    | 8,400.00  |
|          |      | Account No  | Encumbrance |           |
|          |      | 9-1100-415-00-200-002-0-745                                   | 19,096.00   |           |
|          |      |   | Freight     | .00       |
|          |      |   | Total       | 19,096.00 |
|          |      | DO NOT DUPLICATE ORDER  |             |           |

*update quote!*

*DIR*

Authorized By: \_\_\_\_\_

# CALENCE™

1560 West Fountainhead Parkway  
2nd Floor  
Tempe, AZ 85282

Account Manager Berger, Diana  
diana.berger@calence.com  
Phone (956) 661-5561  
Client Advocate Fain, Timothy  
timothy.fain@calence.com  
Phone (512) 691-2026  
Fax (512) 691-9480



Texas Department of Information Resources

## Quotation

*Rec'd 149664*

Quote Number .....: Q-099235-2  
Date .....: 3/3/2009  
Shipping Terms.....: FOB - O  
Payment Terms .....: Net 30 Days  
Quote Valid Thru.....: 4/1/2009

DIR Agreement # ...: DIR-SDD-236  
County of Hidalgo  
Information Technology Department  
100 N. Clossner, 1st Floor  
Edinburg, TX 78539

| Part Number      | Description  | Qty | List price   | Disc.    | Trade in | Unit price  | Ext Price   |
|------------------|--|-----|--------------|----------|----------|-------------|-------------|
| PA-MC-8TE1+=     | 8 port multichannel T1/E1 8PRI port adapter                | 1   | \$ 11,600.00 | 44.00 \$ |          | \$ 6,496.00 | \$ 6,496.00 |
| WS-X6148-GE-TX=  | Catalyst 6500 48-port 10/100/1000 GE Mod., RJ-45           | 1   | \$ 7,500.00  | 44.00 \$ |          | \$ 4,200.00 | \$ 4,200.00 |
| WS-X6724-SFP=    | Catalyst 6500 24-port GigE Mod: fabric-enabled (Req. SFPs) | 1   | \$ 15,000.00 | 44.00 \$ |          | \$ 8,400.00 | \$ 8,400.00 |
| MEM-XCEF720-256M | Catalyst 6500 256MB DDR, xCEF720 (67xx interface, DFC3A)   | 1   | \$ 0.00      | 44.00 \$ |          | \$          | \$ 0.00     |
| WS-F6700-CFC     | CATALYST 6500 CENTRAL FWD CARD FOR WS-X67XX MODULES        | 1   | \$ 0.00      | 44.00 \$ |          | \$          | \$ 0.00     |

\* Please contact your Account Manager for financing options.

**Total Hardware** \$ 19,096.00  
**Total Maintenance** \$ 0.00  
**Estimated Tax** \$ 0.00  
**Estimated Freight** \$ 0.00  
**Quote Total** \$ 19,096.00



1560 West Fountainhead Parkway  
2nd Floor  
Tempe, AZ 85282

Account Manager Berger, Diana  
diana.berger@calence.com  
Phone (956) 661-5561



Texas Department of Information Resources

### Quotation

Quote Number .....: Q-099235-2  
Date .....: 3/3/2009  
Shipping Terms.....: FOB - O  
Payment Terms .....: Net 30 Days  
Quote Valid Thru.....: 4/1/2009

DIR Agreement # ...: DIR-SDD-236

IntelAddress

#### TERMS AND CONDITIONS

This transaction is governed by the applicable contract between Calence,LLC and the Texas Department of Information Resources Pursuant to that contract, the warranties and disclaimers located at the following URL apply to this transaction:  
<http://www.calence.com/dir/CalenceWarrantyandReturnPolicies.pdf>

The above-referenced contract and warranties and disclaimers are hereby incorporated herein by this reference.

**CALENCE,LLC SPECIFICALLY OBJECTS TO ANY ADDITIONAL TERMS BEING ADDED THROUGH A PURCHASE ORDER OR OTHER SIMILAR DOCUMENT OR COMMUNICATION (A 'PURCHASE ORDER'). BY ORDERING ANY OF THE ITEMS IDENTIFIED HEREIN, CUSTOMER AGREES THAT ANY ADDITIONAL TERMS CONTAINED IN A PURCHASE ORDER SHALL NOT BECOME PART OF THE AGREEMENT BETWEEN THE PARTIES AND SPECIFICALLY THAT THE TERMS AND CONDITIONS CONTAINED HEREIN OR INCORPORATED HEREIN BY REFERENCE SHALL SUPERSEDE ANY CONFLICTING, CONTRARY, OR ADDITIONAL TERMS AND CONDITIONS IN A PURCHASE ORDER.**

# Requisition

Req # 00150260

PO #

Date: 03/03/09

*Consent  
# 14325  
3/9/09*

Bill To: x  
x

Vendor: 155047  
DON BROWN BUSINESS SYSTEMS  
702 N LOOP 499  
HARLINGEN TX 78550

Ship To: COUNTY TREASURER  
2810 S. BUSINESS HWY 281  
EDINBURG TX 78539-6243

Contact: T. Mata  
956-318-2506

Contract No:

Special Instructions:

| QUANTITY | UOM  | DESCRIPTION   | UNIT PRICE         | AMOUNT |
|----------|------|---|--------------------|--------|
| 1.00     | YEAR | DO NOT DUPLICATE ORDER<br>Maintenance Agreement Sharp FO-4700 Serial#97107157 | 250.00             | 250.00 |
|          |      | Account No _____  | <u>Encumbrance</u> |        |
|          |      | 9-1100-415-16-150-001-0-432   | 250.00             |        |
|          |      |   | Freight            | .00    |
|          |      |   | Total              | 250.00 |
|          |      | REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233                          |                    |        |

Authorized By: \_\_\_\_\_

Receipt 150260



DON BROWN BUSINESS SYSTEMS

RECEIVED BY HIDALGO COUNTY TREASURER

2009 FEB 27 PM 3 27

411 W. Jackson HARLINGEN, TX 78550 PHONE: (956) 425-3735 FAX: (956) 425-1407

DON BROWN BUSINESS SYSTEMS

"Serving the Rio Grande Valley for 35 Years"

MAR 02 2009

MAINTENANCE AGREEMENT

A. 10:24am

CUSTOMER: Hidalgo County Treasurer's Office PHONE: 956-318-2505 ADDRESS: 2810 S. Business Hwy 281 FAX: 956-318-2507 CITY, ST, ZIP: Edinburg, Texas 78539-6243 CONTACT: Tonie Mata

EQUIPMENT COVERED BY THIS AGREEMENT

Table with 6 columns: Make & Model, Serial #, Starting Meter, Annual Copy Allowance, Annual Copy Cost, Cost Per Copy. Row 1: Sharp FO-4700, 97107157, n/a, \$250.00.

COPY CARE AGREEMENT: Includes all parts, all labor, and all supplies, i.e., toner, developer, drum starter kit, heat roller, press roller, blades & lamps. Excludes paper, staples, and abuse...

X YEARLY SERVICE AGREEMENT: Includes all parts, all labor, except consumable parts & supplies, i.e., toner, developer, drums, rollers, lamps, blades, paper, staples, and fusing units...

LABOR AGREEMENT: Includes all labor & travel time: excludes all parts and supplies.

Contract in effect from: 3/22/09 - 3/22/10 Contract Price: \$250.00

Overage Cost Per Copy \$: n/a Tax: Exempt

Toner Allowance for Contract: AS REQUESTED Total: \$250.00

\*\*\*\*\*NOTE: All agreements, COPY CARE, YEARLY, or LABOR automatically renew unless notified by either party with 30 days notice\*\*\*\*\*

Comments/Special Instructions: Contract is valid for one (1) year, customer is responsible for any and all consumable parts and supplies.

Authorized Customer Signature: Date: "DBBS" Maintenance Coordinator Signature: Kimberly Camacho Date: 3/25/2009

\*\*\*\* PLEASE SEE REVERSE SIDE \*\*\*\*

## MAINTENANCE CONTRACT TERMS AND CONDITIONS

### 1. Maintenance Services

During the term hereof, Dealer will repair or replace in accordance with the terms and conditions of this Contract, any part of the equipment which becomes unserviceable due to normal usage, other than consumable supplies. Replacement parts will be furnished on an exchange basis and will be original equipment manufacturer parts. All parts removed due to replacement will become the property of the Dealer. Maintenance services provided by Dealer under this Contract do not include the following:

- A. Repairs due to misuse or neglect, i.e., improper voltage, or use of supplies that do not conform to manufacture's specifications.
- B. Repairs made necessary by service performed by persons other than the Dealer.
- C. Additional service calls or work which the Customer requests to be performed outside regular business hours.
- D. Reconditioning, rebuilding, or overhaul work of the equipment.
- E. Provision, or replacement of consumable supplies such as paper or toner unless otherwise stated on front of Contract.

### 2. Performance of Maintenance Services

Maintenance services described in paragraph 1. above, will be provided by **Don Brown Business Systems, "DBBS"**, at customer's equipment location, indicated on the face hereof, Monday through Friday except holidays, during the hours of 8:00am to 5:00pm. Preventive maintenance of the equipment will be provided as determined by Dealer. All emergency maintenance will be responded to within (4) business hours of notification by customer that the equipment is inoperative. In the event the equipment is imperative for more that 24 hours after the emergency call is received, excluding weekends& holidays, an alternative source for copies will be provided at customers request. In the event service is requested by customer other then during normal business hours, it will may be provided, as available, subject to the following rates: Service performed on Saturday between 9:00am and 5:00pm will be at 1 1/2 times the prevailing hourly rate. Service performed after 5:00pm on weekdays will be at 1 1/2 times the hourly rate until 10:00pm. Service provided between 1:00pm and 8:00am on weekdays will be at two times there prevailing hourly rate, services performed after 5:00pm Saturday and before 8:00am Monday and on holidays will be at three (3) times the prevailing hourly rate.

### 3. Charges

Maintenance agreements are payable by customer in advance, with respect to terms of this contract. Charges for reconditioning of Equipment repairs and additional services calls are not included in maintenance services as described in paragraph (1.) above, will be at prevailing rates for parts and labor and will be payable upon invoicing. The transfer of Equipment from the location on the face hereof to any location not within an established service area of the dealer will cancel this agreement without refund. State Sales Tax will be the sole responsibility of the customer. The amount charged for this agreement may be increased annually by 10%.

### 4. Customer Obligations

Customer agrees to keep equipment located in area that is not detrimental to equipment's performance, i.e., electricity, weather, etc; providing adequate workspace for maintenance personnel to perform duties necessary to paragraph (1.) above. Such concerns much be mindful of the supply and/or parts needs of equipment involved. Customer to also provide "Key Operator's)" on each shift to keep personnel trained on proper use of equipment, and also basic equipment care. Only supplies authorized by DBBS may be used.

### 5. Limitations

There are no warranties, including implied warranties of merchantability and fitness for a particular purpose, not specified herein regarding the parts and maintenance services provided under this contract. Dealer shall not be liable for non-performance caused by circumstances beyond its control, including, but not limited to, fire, civil disobedience, personnel strikes, or acts of God. In any event dealer will not be liable for indirect, special, or consequential damages arising out of contract or contractual services provided herein.

### 6. Term & Termination

- A. This contract is effective on date indicated on face hereof upon acceptance by dealer, and will continue in effect for each unit of equipment, until expiration of time or copy limit indicated.
- B. On expiration, if contract in not renewed, all services will be conducted on a "time and material basis".
- C. Copies in excess of contracted amount will be billed at "overage" charge indicated, or prevailing "DBBS" rates at time of coverage.
- D. This Contract may be terminated by "DBBS" at any time upon 30 days written notice to customer.

### 7. Assignment

This contract is not assignable. Any attempt to sign or transfer any of the rights, duties, or obligations herein, is void.

### 8. Headings

The Headings and titles of this contract are inserted for convenience and shall not effect interpretation or construction of any provision.

### 9. Governing Law

This contract shall be governed by, and constructed in accordance to the laws of the State of Texas. Failure by either party to require conformity to provisions stated herein, shall not be deemed a waiver of future conformity to any such provisions.

### 10. Contract

# Requisition

Req # 00150264

PO #

Date: 03/03/09

*Comment*  
*# 14325*  
*3/9/09*

Bill To: x  
 x

Vendor : 155047  
 DON BROWN BUSINESS SYSTEMS  
 702 N LOOP 499  
 HARLINGEN TX 78550

Ship To: COUNTY TREASURER  
 2810 S. BUSINESS HWY 281  
 EDINBURG TX 78539-6243

Contact:

Contract No:

Special Instructions:

| QUANTITY | UOM  | DESCRIPTION   | UNIT PRICE         | AMOUNT |
|----------|------|---|--------------------|--------|
| 1.00     | YEAR | Maintenance Agreement Sharp FO-4470 Serial#67104850 | 250.00             | 250.00 |
|          |      | Account No  | <u>Encumbrance</u> |        |
|          |      | 9-1100-415-16-150-001-0-432                         | 250.00             |        |
|          |      |   | Freight            | .00    |
|          |      |   | Total              | 250.00 |

Authorized By: \_\_\_\_\_



DON  
BROWN  
BUSINESS  
SYSTEMS

Reg # 150264

411 W. Jackson  
HARLINGEN, TX 78550  
PHONE: (956) 425-3735  
FAX: (956) 425-1407

# DON BROWN BUSINESS SYSTEMS

"Serving the Rio Grande Valley for 35 Years"

## MAINTENANCE AGREEMENT

|                |                                   |          |              |
|----------------|-----------------------------------|----------|--------------|
| CUSTOMER:      | Hidalgo County Treasurer's Office | PHONE:   | 956-318-2505 |
| ADDRESS:       | 2810 S. Business Hwy 281          | FAX:     | 956-318-2507 |
| CITY, ST, ZIP: | Edinburg, Texas 78539-6243        | CONTACT: | Tonie Mata   |

### EQUIPMENT COVERED BY THIS AGREEMENT

| Make & Model  | Serial # | Starting Meter | Annual Copy Allowance | Annual Copy Cost | Cost Per Copy |
|---------------|----------|----------------|-----------------------|------------------|---------------|
| Sharp FO-4470 | 67104850 | n/a            |                       | \$250.00         |               |
|               |          |                |                       |                  |               |
|               |          |                |                       |                  |               |
|               |          |                |                       |                  |               |
|               |          |                |                       |                  |               |
|               |          |                |                       |                  |               |
|               |          |                |                       |                  |               |

**COPY CARE AGREEMENT:** Includes all parts, all labor, and all supplies, i.e., toner, developer, drum starter kit, heat roller, press roller, blades & lamps. Excludes paper, staples, and abuse...

**YEARLY SERVICE AGREEMENT:** Includes all parts, all labor, except consumable parts & supplies, i.e., toner, developer, drums, rollers, lamps, blades, paper, staples, and fusing units...

**LABOR AGREEMENT:** Includes all labor & travel time: excludes all parts and supplies.

Contract in effect from: 3/22/09 - 3/22/10 Contract Price: \$250.00  
 Overage Cost Per Copy \$: n/a Tax: Exempt  
 Toner Allowance for Contract: AS REQUESTED Total: \$250.00

\*\*\*\*\*NOTE: All agreements, COPY CARE, YEARLY, or LABOR automatically renew unless notified by either party with 30 days notice\*\*\*\*\*

Comments/Special Instructions: Contract is valid for one (1) year, customer is responsible for any and all consumable parts and supplies.

Authorized Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 "DBBS" Maintenance Coordinator Signature: Kimberly Camacho Date: 3/25/2009

\*\*\*\* PLEASE SEE REVERSE SIDE \*\*\*\*

## **MAINTENANCE CONTRACT TERMS AND CONDITIONS**

### **1. Maintenance Services**

During the term hereof, Dealer will repair or replace in accordance with the terms and conditions of this Contract, any part of the equipment which becomes unserviceable due to normal usage, other than consumable supplies. Replacement parts will be furnished on an exchange basis and will be original equipment manufacturer parts. All parts removed due to replacement will become the property of the Dealer. Maintenance services provided by Dealer under this Contract do not include the following:

- A. Repairs due to misuse or neglect, i.e., improper voltage, or use of supplies that do not conform to manufacturer's specifications.
- B. Repairs made necessary by service performed by persons other than the Dealer.
- C. Additional service calls or work which the Customer requests to be performed outside regular business hours.
- D. Reconditioning, rebuilding, or overhaul work of the equipment.
- E. Provision, or replacement of consumable supplies such as paper or toner unless otherwise stated on front of Contract.

### **2. Performance of Maintenance Services**

Maintenance services described in paragraph 1. above, will be provided by **Don Brown Business Systems, "DBBS"**, at customer's equipment location, indicated on the face hereof, Monday through Friday except holidays, during the hours of 8:00am to 5:00pm. Preventive maintenance of the equipment will be provided as determined by Dealer. All emergency maintenance will be responded to within (4) business hours of notification by customer that the equipment is inoperative. In the event the equipment is imperative for more than 24 hours after the emergency call is received, excluding weekends & holidays, an alternative source for copies will be provided at customer's request. In the event service is requested by customer other than during normal business hours, it may be provided, as available, subject to the following rates: Service performed on Saturday between 9:00am and 5:00pm will be at 1 1/2 times the prevailing hourly rate. Service performed after 5:00pm on weekdays will be at 1 1/2 times the hourly rate until 10:00pm. Service provided between 1:00pm and 8:00am on weekdays will be at two times the prevailing hourly rate, services performed after 5:00pm Saturday and before 8:00am Monday and on holidays will be at three (3) times the prevailing hourly rate.

### **3. Charges**

Maintenance agreements are payable by customer in advance, with respect to terms of this contract. Charges for reconditioning of Equipment repairs and additional services calls are not included in maintenance services as described in paragraph (1.) above, will be at prevailing rates for parts and labor and will be payable upon invoicing. The transfer of Equipment from the location on the face hereof to any location not within an established service area of the dealer will cancel this agreement without refund. State Sales Tax will be the sole responsibility of the customer. The amount charged for this agreement may be increased annually by 10%.

### **4. Customer Obligations**

Customer agrees to keep equipment located in area that is not detrimental to equipment's performance, i.e., electricity, weather, etc; providing adequate workspace for maintenance personnel to perform duties necessary to paragraph (1.) above. Such concerns must be mindful of the supply and/or parts needs of equipment involved. Customer to also provide "Key Operator's)" on each shift to keep personnel trained on proper use of equipment, and also basic equipment care. Only supplies authorized by DBBS may be used.

### **5. Limitations**

There are no warranties, including implied warranties of merchantability and fitness for a particular purpose, not specified herein regarding the parts and maintenance services provided under this contract. Dealer shall not be liable for non-performance caused by circumstances beyond its control, including, but not limited to, fire, civil disobedience, personnel strikes, or acts of God. In any event dealer will not be liable for indirect, special, or consequential damages arising out of contract or contractual services provided herein.

### **6. Term & Termination**

- A. This contract is effective on date indicated on face hereof upon acceptance by dealer, and will continue in effect for each unit of equipment, until expiration of time or copy limit indicated.
- B. On expiration, if contract is not renewed, all services will be conducted on a "time and material basis".
- C. Copies in excess of contracted amount will be billed at "overage" charge indicated, or prevailing "DBBS" rates at time of coverage.
- D. This Contract may be terminated by "DBBS" at any time upon 30 days written notice to customer.

### **7. Assignment**

This contract is not assignable. Any attempt to sign or transfer any of the rights, duties, or obligations herein, is void.

### **8. Headings**

The Headings and titles of this contract are inserted for convenience and shall not effect interpretation or construction of any provision.

### **9. Governing Law**

This contract shall be governed by, and constructed in accordance to the laws of the State of Texas. Failure by either party to require conformity to provisions stated herein, shall not be deemed a waiver of future conformity to any such provisions.

### **10. Contract**

**Requisition**

Req # 00150209

PO #

Date: 03/02/09

*Consent  
#14325  
3/9/09*

Bill To: x  
x

**Vendor :** 306703  
ENVIRONMENTAL SYSTEMS RESEARCH INSTI'  
INC.  
**380 NEW YORK STREET**  
REDLANDS CA 92373-8100

**Ship To:** PLANNING DEPARTMENT  
1304 S. 25th Street  
EDINBURG TX 78539

FAX (909) 335-8233

**Contact:**

**Contract No:**

**Special Instructions:**

| QUANTITY | UOM  | DESCRIPTION   | UNIT PRICE                                 | AMOUNT   |
|----------|------|---|--|----------|
| 1.00     | YEAR | DO NOT DUPLICATE ORDER<br>Maintenance renewal for GIS Arcinfo software/license<br>w/tech support starting 08/01/2009 to 08/01/2010<br>Account No _____<br>9-1100-419-10-210-001-0-336 | 3,000.00<br><u>Encumbrance</u><br>3,000.00 | 3,000.00 |
|          |      |   | Freight                                    | .00      |
|          |      |   | Total                                      | 3,000.00 |
|          |      | REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233  |  |          |

**Authorized By:** \_\_\_\_\_



Req# 156209

ESRI Inc  
380 New York Street  
REDLANDS CA 92373

## SUBJECT: MAINTENANCE QUOTE

**DATE:** 03/03/2009  
**TO:**  
**ORGANIZATION:** COUNTY OF HIDALGO  
PLANNING DEPT  
**FAX #:** 956-318-2844 **PHONE #:** 956-318-2840  
**FROM:** Erick Arial  
**FAX #:** 909-307-3083 **PHONE #:** 888-377-4575 Ext. 3341  
**EMAIL:** earial@esri.com

Number of pages transmitted  
(including this cover sheet): 3

QUOTATION #25359356

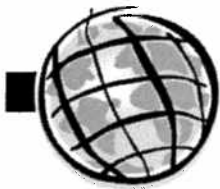
Please find the attached quotation for your forthcoming software maintenance term. Keeping your maintenance current entitles you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date. For details about the maintenance program benefits for your licensing, please visit <http://gis.esri.com/software/maintenance/qualifying.cfm>

Customers who have multiple copies of some ESRI products may have the option of supporting some of their licenses with secondary maintenance. Please contact Customer Service to find out more about the availability of secondary maintenance.

For information about ESRI Desktop terms and conditions, please visit [http://www.esri.com/legal/pdfs/mla\\_e204\\_e300/english.pdf](http://www.esri.com/legal/pdfs/mla_e204_e300/english.pdf); for information about ESRI Server software, Developer software, or Web services terms and conditions, please visit <http://www.esri.com/legal/pdfs/mls.pdf>

Do you need training? You can get affordable ESRI software training for your entire organization with a subscription to ESRI Virtual Campus. To find out how, visit the campus: <http://campus.esri.com/campus/catalog/subscriptions>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575.

**ESRI**

380 New York Street  
 REDLANDS, CA 92373  
 Phone: 888-377-45753341  
 Fax #: 909-307-3083

# Quotation

**Date:** 03/02/2009**Quotation Number:** 25359356**Send Purchase Orders To:**

ESRI, Inc.  
 380 New York Street  
 Redlands, CA 92373-8100  
 Attn: Erick Arial

**COUNTY OF HIDALGO**

PLANNING DEPT  
 1304 S 25TH  
 EDINBURG TX 78539

**Please include the following remittance address on your****Purchase Order:**

ESRI Inc.  
 File #54630  
 Los Angeles, CA 90074-4630

**Customer Number:** 349569

For questions regarding this document, please contact Customer Service at 888-377-4575.

| Item | Qty | Material#   | Unit Price           | Extended Price     |
|------|-----|---|----------------------|--------------------|
| 10   | 1   | 52384<br>Arclnfo Concurrent Use Primary Maintenance<br>Start Date: 08/02/2009<br>End Date: 08/01/2010 | 3,000.00             | 3,000.00           |
|      |     |   | <b>Subtotal</b>      | 3,000.00           |
|      |     |   | <b>Estimated Tax</b> | 0.00               |
|      |     |   | <b>Total</b>         | <b>\$ 3,000.00</b> |

DUNS/CEC: 06-313-4175 CAGE: 0AMS3

This quotation is valid for 90 days and is subject to your ESRI License Agreement. The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (ESRI).

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. ESRI reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide ESRI with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

**Issued By:** Erick Arial**Ext:** 3341

[ARIALE]

**To expedite your order, please reference your customer number and this quotation number on your purchase order.**



380 New York Street  
 REDLANDS, CA 92373  
 Phone: 888-377-45753341  
 Fax #: 909-307-3083

# Quotation

Page 2

Date: 03/02/2009

Quotation Number: 25359356

Customer Number: 349569

| Item | Qty | Material# | Unit Price | Extended Price |
|------|-----|-----------|------------|----------------|
|------|-----|-----------|------------|----------------|

~~BY SIGNING BELOW, YOU ARE INDICATING THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION. DO NOT USE THIS FORM FOR ORDER ACTIVATION IF YOUR ORGANIZATION WILL NOT HONOR AND PAY AN INVOICE THAT HAS BEEN ISSUED AT YOUR DIRECTION WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.~~

To expedite your order, either attach a copy of this quotation to your purchase order when it is remitted to ESRI, or sign below and return this quotation to indicate your acceptance. ESRI's address and fax number are provided on the first page of this quotation.

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax ESRI the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

By signing below, you are authorizing ESRI to issue a software support invoice in the amount of \$ \_\_\_\_\_ plus sales tax, if applicable.

Please check one of the following:

I agree to pay any applicable sales tax.

I am tax exempt. Please contact me if ESRI does not have my current exempt information on file.

\_\_\_\_\_  
 Signature of Authorized Representative

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Name (Please Print)

\_\_\_\_\_  
 Title

This quotation is valid for 90 days and is subject to your ESRI License Agreement. The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (ESRI).

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. ESRI reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide ESRI with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Issued By: Erick Arial

Ext: 3341

[ARIALE]

To expedite your order, please reference your customer number and this quotation number on your purchase order.

## Matilde Faz

---

**From:** Erick Ariel [earial@esri.com]  
**Sent:** Tuesday, March 03, 2009 11:27 AM  
**To:** Erick Ariel  
**Subject:** ESRI Quote # 25359356  
**Attachments:** ESRI-Doc.PDF

**Importance:** High

RE: QUOTATION # 25359356 Enclosed

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Prepared for:  
Customer Number: 349569  
COUNTY OF HIDALGO  
PLANNING DEPT  
Phone # 956-318-2840 - Fax # 956-318-2844

Hi,

ESRI would like to thank you for selecting our technology and allowing us the opportunity to provide your organization with quality products and services.

Keeping your maintenance current helps you stay up-to-date with the rapid advancements in GIS technology, and provides you with tools that enable you to be more successful while using ESRI software. For details about the maintenance program benefits for your licensing, please visit <http://gis.esri.com/software/maintenance/qualifying.cfm>

Sincerely,

Erick Ariel  
ESRI Inc  
Phone # 888-377-4575 ext. 3341  
Fax # 909-307-3083  
Email: [earial@esri.com](mailto:earial@esri.com)

PS: To download the latest PDF reader use this link:  
<http://www.adobe.com/products/acrobat/readermain.html>

# Requisition

Req # 00150352

PO #

Date: 03/03/09

*Consent  
# 14325  
3/9/09*

Bill To: x  
x

**Vendor:** 309966  
SAT RADIO COMMUNICATION LTD  
DBA INDUSTRIAL COMMUNICATIONS  
1019 E EUCLID  
SAN ANTONIO TX 78212  
FAX (210)226-3997

**Ship To:** EMERGENCY SERVICES  
100 E CANO, 2ND FLOOR  
EDINBURG TX 78539

**Contact:** MELizondo  
956-318-2615

Contract No:

Special Instructions:

| QUANTITY | UOM  | DESCRIPTION  | UNIT PRICE  | AMOUNT |
|----------|------|--|-------------|--------|
| 5.00     | EACH | DO NOT DUPLICATE ORDER<br>ER102 Midland ER102 Emergency Crank Weather Alert Radios | 38.91       | 209.55 |
|          |      | Account No _____   | Encumbrance |        |
|          |      | 9-1100-429-00-300-023-0-601  | 209.55      |        |
|          |      |  | Freight     | 15.00  |
|          |      |  | Total       | 209.55 |
|          |      | REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233                               |             |        |

*Pay home*

Authorized By: \_\_\_\_\_



# Requisition

Req # 00150224

PO #

Date: 03/02/09

*Consent  
#14325  
3/9/09*

Bill To: x  
x

Vendor: 42129  
XEROX CORPORATION  
P.O. BOX 650361  
PNC BANK  
1200 E CAMPBELL, STE 108  
RICHARDSON TX 75081

Ship To: EMERGENCY SERVICES  
100 E CANO, 2ND FLOOR  
EDINBURG TX 78539

Contact: Yolanda Orozco  
956-318-2656

Contract No:

Special Instructions:

| QUANTITY | UOM   | DESCRIPTION  | UNIT PRICE         | AMOUNT   |
|----------|-------|--|--------------------|----------|
|          |       | TCPN<br>DO NOT DUPLICATE ORDER   |                    |          |
| 10.00    | MONTH | WC7328P - WorkCentre 7328 Printer, 3-tray Module, up to 28 ppm black-and-white, 1GB memory, 40 GB hard drive, Multifunction plus high-impact color with extensive control and security features. \$256.16 Lease Minimum payment. | 256.16             | 2,561.60 |
| 10.00    | MONTH | Overage of 4000 copies B&W at \$.0090 and color prints at \$.0896 per copy.<br><u>Account No</u>   | 50.00              | 500.00   |
|          |       |  | <u>Encumbrance</u> |          |
|          |       |  | Freight            | .00      |
|          |       |  | Total              | 3,061.60 |

*Line item transfer attached!*

REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233

Authorized By: \_\_\_\_\_

**Lease Pricing PROPOSAL**

*Req# 150224  
Comment 3/19/09*



Presented to HIDALGO COUNTY FIRE MARSHALL

By Damaris Morales

On 3/3/2009

CASH PURCHASE OPTION \$12,099.84

FIXED PURCHASE OPTION \$292.08 WITH MAINTENANCE AND SUPPLIES FOR 4,000 COPIES

Negotiated Contract : 072391200

| Solution   |  |   |  |                        |
|------------|--|---|--|------------------------|
| Item       | Product Description  | Agreement Information                         | Trade Information  | Requested Install Date |
| 1. WC7328P | <b>(WC7328 PRINTER)</b><br>- 3-tray Module<br>- Office Finisher<br>- Scanning Enabl.kit<br>- Customer Ed<br>- Analyst Services | Lease Term: 48 months<br>Purchase Option: FMV | - Xerox DC425ST S/N EYF004106<br>Trade-In<br><br>- Canon Imagerunner C2058<br>Return to Vendor (CRP) | 3/4/2009               |

| Monthly Pricing |                          |  |                      |                      |   |
|-----------------|--------------------------|--|----------------------|----------------------|---|
| Item            | Lease<br>Minimum Payment | Print Charges  |                      |                      | Maintenance Plan Features                     |
|                 |                          | Meter  | Volume Band          | Per Print Rate       |   |
| 1. WC7328P      | \$256.16                 | 1: Total B&W   | 1 - 4,000            | Included             | - Consumable Supplies Included for all prints |
|                 |                          | 2: Total Color                                       | 4,001+<br>All Prints | \$0.0090<br>\$0.0896 |   |
| <b>Total</b>    | \$256.16                 | <b>Minimum Payments (Excluding Applicable Taxes)</b> |                      |                      |   |

All information in this proposal is considered confidential and is for the sole use of HIDALGO COUNTY FIRE MARSHALL. If you would like to acquire the solution described in this proposal, we would be happy to offer a Xerox order agreement. Pricing is subject to credit approval and is valid until 4/2/2009.

For any questions, please contact me at (956)682-1820



**AI-14324**

**3.0.0.**

**Line Item Transfer**

**CC CONSENT**

Date: 03/09/2009  
 Submitted By: Yolanda Orozco, EMERGENCY SERVICES DIVISION  
 Submitted For: A.A. Tony Pena, Jr.  
 Department: EMERGENCY SERVICES DIVISION

Agenda Category: 2009 Intradepartmental Transfers

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Information

CAPTION

BACKGROUND

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Fiscal Impact

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Attachments

Link: [Line Item Trans.030909](#)

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Form Routing/Status

| Route Seq | Inbox               | Approved By    | Date                | Status  |
|-----------|---------------------|----------------|---------------------|---------|
|           | (Originator)        | Yolanda Orozco | 03/03/2009 08:56 AM | CREATED |
| 1         | Budget & Management |                |                     | NEW     |
| 2         | Auditor's Office    |                |                     |         |

Form Started By: Yolanda Orozco      Started On: 03/03/2009 08:56 AM

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**AI-14358**

**8.C.**

**Requesting for Payment on invoice no. 2627 for R. Gutierrez Engineering  
CC CONSENT**

Date: 03/09/2009  
Submitted By: Rocio Villarreal, PURCHASING DEPT.  
Submitted For: Rocio Villarreal  
Department: PURCHASING DEPT.  
Agenda Category: Purchasing Department

**Information**

**CAPTION**

Pursuant to contract, presentation for discussion, consideration, acceptance, and approval of request for payment on Invoice No. 2627 in the amount of \$39,698.00 for "Tower Rd (Moore Rd-Balli Rd)" from R. Gutierrez Engineering Corporation, contracted engineer for Precinct No. 2, after Auditor's review and processing procedures completed and authority for County Treasurer to issue payments/checks.

**BACKGROUND**

**Fiscal Impact**

FISCAL YEAR: 2009 ACCT. #: 9-1202-431-00-122-027-0-731  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
PO# 561453 has \$127,322.13 available as of 3/5/09.

**Attachments**

Link: [invoice](#)

**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Purchasing Department | Marty Salazar  | 03/04/2009 03:52 PM | APRV   |
| 2         | Budget & Management   | Veronica Lopez | 03/04/2009 04:00 PM | APRV   |
| 3         | Dale Kennan           | Dale Kennan    | 03/05/2009 04:27 PM | APRV   |
| 4         | Auditor's Office      |                | 03/06/2009 08:42 AM | PEND   |

Form Started By: Rocio Villarreal

Started On: 03/04/2009 11:48 AM

Final Approval Date: 03/06/2009

# R. Gutierrez Engineering Corporation

130 E. Park  
Pharr, TX 78577

Invoice Number: 2627  
Friday, January 16, 2009

## Invoice

To: Hidalgo County Precinct No. 2  
301 E. State St.  
Pharr, TX 78577  
Attention: Hector Palacios, Commissioner

### **Project: ENG05.015b Tower Road (Moore Rd - Balli Rd)**

Professional Services for the Period: 07/19/2008 to 01/16/2009

**Billing Group: 02 Phased % of Construction**

*Part 2 - Rancho Blanco Rd - Balli Rd (approx 1.5 miles)*

Contract #: C-05-229-06-21 WA#2

Billing Fee: \$292,650.00

| <u>Phase</u>                               | <u>Phase Fee</u> | <u>Percent Complete</u> | <u>Fee Earned</u> | <u>Prior Billing</u> | <u>Current Fee</u> |
|--|------------------|-------------------------|-------------------|----------------------|--------------------|
| Preliminary Phase                          | 111,825.00       | 93.00                   | 103,997.00        | 72,686.00            | 31,311.00          |
| Design Phase                               | 67,095.00        | 12.50                   | 8,387.00          | 0.00                 | 8,387.00           |
| Construction Phase                         | 44,730.00        | 0.00                    | 0.00              | 0.00                 | 0.00               |
| Environmental Assessment (Add'l Service)   | 34,000.00        | 0.00                    | 0.00              | 0.00                 | 0.00               |
| Right-of-Way Acquisition (Add'l Service)   | 24,200.00        | 0.00                    | 0.00              | 0.00                 | 0.00               |
| Geotechnical Investifation (Add'l Service) | 10,800.00        | 0.00                    | 0.00              | 0.00                 | 0.00               |

**Total Phases: \$39,698.00**

**Phase Billing Totals: \$39,698.00**

  
**561453**

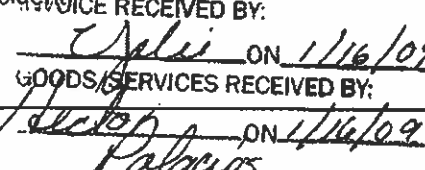
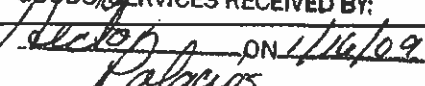
8-1202-431-00-122-027-0-731  
Req. #82579

Billing Group Subtotal: 39,698.00

### **Project Totals:**

**\*\*\* Total Project Invoice Amount: \$39,698.00**

  
\_\_\_\_\_  
Ramiro Gutierrez  
President

COPIES RECEIVED BY:  
  
\_\_\_\_\_  
ON 1/16/09  
GOODS/SERVICES RECEIVED BY:  
  
\_\_\_\_\_  
ON 1/16/09  
Palacios

**AI-14352**

**8.D.**

**Invoice Payment: L & G Consulting Engineers  
CC CONSENT**

Date: 03/09/2009  
Submitted By: Vangie Garcia, PURCHASING DEPT.  
Submitted For: Marty Salazar  
Department: PURCHASING DEPT.  
Agenda Category: Purchasing Department

**Information**

**CAPTION**

Presentation for consideration, discussion, acceptance and approval of request for payment for Invoice No. 11322946 in the amount of \$841.50 submitted by L & G Consulting Engineers Inc. with authority for County Auditor to review and complete processing procedures and for County Treasurer to issue payment in connection with contract #C-07-451-12-26-PO #596375 for "Professional Engineering Services For FM 493 From Mile 10 To SH 107" for services rendered for the month of February 2009.

**BACKGROUND**

**Fiscal Impact**

FISCAL YEAR: 2009 ACCT. #: 9-1336-431-00-121-049-0-841  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

**BUDGETARY IMPACT:**

Amount available for PO #596375 \$564,962.13 for L & G Consulting Engineers as of 3-4-09 in relation to the FM 493 project from Mile 10N to SH 107.

**Attachments**

Link: [C-07-451-12-26 Contract Documentation](#)

Link: [Invoice Documentation](#)

**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Purchasing Department | Marty Salazar  | 03/04/2009 12:44 PM | APRV   |
| 2         | Budget & Management   | Veronica Lopez | 03/04/2009 02:00 PM | APRV   |
| 3         | Ivan Cantu            | Ivan Cantu     | 03/04/2009 02:23 PM | APRV   |
| 4         | Auditor's Office      | Linda Fong     | 03/05/2009 03:26 PM | APRV   |

Form Started By: Vangie Garcia

Started On: 03/04/2009 08:34 AM

Final Approval Date: 03/05/2009

THE STATE OF TEXAS   §  
  §  
COUNTY OF HIDALGO   §

AGREEMENT FOR PROFESSIONAL SERVICES  
C- 07-451-12-26

THIS AGREEMENT is made, by and between HIDALGO COUNTY, acting herein by and through the Commissioner’s Court, hereinafter called the “Owner”, and L & G Consulting Engineers Inc. d/b/a L & G Engineering, Professional Engineers of Mercedes, Texas, hereinafter called the “Engineer”.

WITNESSETH:

WHEREAS, the Owner desires to contract with the Engineer to provide professional engineering services for “FM 493 from MILE 10 to SH 107” (for Schematics, Environmental Assessments, Public Involvement, ROW Mapping, Surveying Bridge and Roadway Design) project for Hidalgo County Precinct No. 1 hereinafter referred to as the “Project.

NOW, THEREFORE, the Owner and the Engineer in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1. Employment of Engineer. The Owner agrees to employ the Engineer and the Engineer agrees to perform professional engineering services in connection

with the **Project** as stated in the articles to follow and for having rendered such services, the owner agrees to pay the **Engineer** compensation as stated in the articles to follow.

**ARTICLE 2. Character and Extent of Services.** This Agreement will provide for the development of the **Project** with the following:

**2.1 Scope of Work.** The **Owner** will furnish items and provide those services for the development of the **Project** and fulfillment of this Agreement, as identified in **EXHIBIT "A" *Services to be Provided by the Owner***, attached hereto and made a part of this Agreement as identified in **EXHIBIT "B"– Services to Provided by the Engineer**, attached hereto and made a part of this agreement.

**2.2 Classification of Services** For this Agreement, the professional services to be provided by the **Engineer**, as more particularly identified in **EXHIBIT "B"**, attached hereto.

**2.3 Schedule of Work.** The **Engineer** shall prepare a schedule of work (hereinafter referred to as "**Work Schedule**") in accordance with the terms identified in **EXHIBIT "C" – *Work Schedule***, attached hereto and made a part of this Agreement.

**ARTICLE 3. Period of Service.** Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

**3.1 Termination Date.** This Agreement shall terminate upon completion of projects (hereinafter referred to as the "Termination Date"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the Engineer and the Owner prior to the Termination Date, or otherwise terminated as provided in Article 3.4 herein and below. The Owner assumes no liability or obligation for payment to the Engineer for work performed or costs incurred by the Engineer prior to the date authorized by the Owner for the Engineer to begin work, during periods when work is suspended, or subsequent to the Termination Date.

**3.2 Extension of the Termination Date.** The Engineer shall notify the Owner in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the Termination Date, and the Owner may, at the Owner's sole discretion, extend the Termination Date by written supplemental agreement as provided in Article 8 hereof. The Engineer shall allow adequate time for review and approval by the Owner of the written notice and request by the Engineer to extend the Termination Date.

**3.3 Suspension of Work.** Should the Owner desire to suspend the work under this Agreement, but not terminate this Agreement, the Owner shall provide thirty (30) calendar days verbal notification to the Engineer, followed by written confirmation from

the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**.

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**.

**3.4 Termination of Agreement.** This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

- (1) **Commitment of Current Revenues.** In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer**. The **Owner** 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 the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995).

- (2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.
- (3) By the **Owner**, upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner**.
- (4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer**.
- (5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer**.
- (6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the Project and prosecute the work to completion. In such case, the **Engineer** shall be liable to the **Owner** for any additional cost occasioned by the **Owner**.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of

work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer**, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

**ARTICLE 4. Progress and Coordination.** The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer's** office, the office of the **Owner**, or at other locations designated by the **Owner**.

These conferences shall also include evaluation of the **Engineer's** services and work when requested by the **Owner**.

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the **Engineer's** services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **Exhibit "C"**, attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer**.

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved **Work Schedule**, including:

- (1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time

schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation: and

- (2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

**ARTICLE 5. Compensation and Fees.** For and in consideration of the

services to be

rendered by the **Engineer**, the **Owner** shall compensate the **Engineer** as follows:

**5.1 Basic Services.** For and in consideration of the *Services* to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in EXHIBIT "B", attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for *Services*, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. An outline and breakdown of the **Services Fee** is more particularly identified in EXHIBIT "D1"-*Fee Breakdown*, attached hereto and made a part of this Agreement. Payments to the **Engineer** for *Services* shall be made by the **Owner**,

upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

**5.2 Special Services.** Those services that may be required to provided by the **Engineer** as *Special Services* are set forth below and more particularly described in EXHIBIT "B", attached hereto. For and in consideration of these *Special Services* rendered as required by the **Engineer**, the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereafter referred to as "Special Services Fee") at the hourly labor rates and non-labor rates (hereinafter referred to as "Contract Rates") specified in EXHIBIT "D" – *Contract Rates*, attached hereto and made a part of this Agreement, and as follows:

1. **RESIDENT OR SITE ENGINEER, INSPECTOR** Actual performance of services of project site engineer, resident engineer and/or inspector, if required by **Owner**.
2. **DOCUMENT COPIES** Actual performance and/or providing of additional copies (over 10) of report; additional copies (over 10) of plans (contract drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents: additional copies (over 10) of as-built drawings.
3. **EXTRA TRAVEL** Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.
4. **EXPERT WITNESS** Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project**.
5. **MISCELLANEOUS.** Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense

statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor**.

#### **ARTICLE 6. Method of Payment.**

**6.1 Request for Payment.** Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as "**Work Authorization**") in accordance with **Article 7** herein. For each **Work Authorization**, the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably

deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the project shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization(s)** approved by the **Owner**.

**6.2 Final Payment.** After final completion of the work and acceptance thereof by the **Owner**, the **Engineer** shall submit a final request for payment ("**Final Request for Payment**") which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner**, the **Owner** shall pay to the **Engineer** the amount due ("**Final Payment**") under such **Final Request for Payment** in accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

**6.3 Qualification on Obligations to Pay.** Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a

payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

- (1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;
- (2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement.
- (3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer**;
- (4) If the **Owner**, in good faith judgement, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer**, at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer's** services.

**6.6 Waiver.** The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project**. (2) failure of the **Engineer's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the **Project**, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

**ARTICLE 7. Work Authorization.** After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"**– *Work Authorization Form*, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner**, the needed services for the **Project**, as required through the course of the development to the **Project**. The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B"**, attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner**, the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the

**Owner and the Engineer.** The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D"**, attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Engineer's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization**. Each executed **Work Authorization** shall become a part of this **Agreement**. Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the **Project's** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner**. The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization**. All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer**, of all services under

this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

**ARTICLE 8. Supplemental Agreements.** The terms of this Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer**, and/or (3) for any other reason agreeable to the **Owner** and the **Engineer**. All supplemental agreements will be developed in the form identified in **EXHIBIT "F" – *Supplemental Agreement Form***, attached hereto and made a part of this Agreement, and incorporated herein by reference as "**Supplemental Agreement**".

If determined appropriate by the **Owner**, additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement**.

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental**

**Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer**.

**ARTICLE 9. Additional Work.** If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing, In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the Contract Rates specified in **EXHIBIT "D"** attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

**ARTICLE 10. Changes or Revisions in Work.** If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner**.

**10.1 Preliminary Work.** The **Engineer** will make, without expense to the **Owner**, such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

**10.2 Previously Approved or Satisfactorily Completed Work.** If the **Owner** funds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the **Engineer** will be in accordance with Article 9 hereof.

**10.3 Project Delays.** If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall

be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

**10.4 Reduction of Project Cost.** Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer**, the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer**, if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the **Project**, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the **Project**. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If the **Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer**.

#### **ARTICLE 11. Ownership and Release of Documents.**

**11.1 Ownership of Documents.** Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not

relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer**, as an additional service, at any other time requested by **Owner**. All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the **Project**, including but not limited to additions to or completion of the **Project**. Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer**, at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

**11.2 Release of Documents or Information.** Release of information to the public or others regarding the **Project** will be accordance with the Texas Public Information Act.

**ARTICLE 12 Discounts, Rebates, Refunds.** In connection with procurement services rendered by the **Engineer**, if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner**. For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer**.

**ARTICLE 13. Records, Accounting, Inspection.** The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner**. The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the **Project** and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner**.

**ARTICLE 14. Subcontracting and Assignment.** The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner**. The **Engineer** shall bind every subconsultant by written

subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the Engineer of any responsibilities under this Agreement.

The Engineer, and the Owner, do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

**ARTICLE 15. Patents.** The Engineer shall indemnify and save the Owner harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the Engineer or from the use of any process designed by the Engineer or effected by said apparatus or equipment, and the Engineer shall indemnify and save the Owner harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the Owner shall promptly transmit to the Engineer all papers served on the Owner in any suit involving such claim of infringement, and provided further, that the Owner permits the Engineer to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the Engineer shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such

apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer's** work hereunder.

**ARTICLE 16. Confidential Information, Inventions and Other Restrictions.**

**16.1 Confidential Information.** The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information

and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner**, effectuating the purposes of this Article.

**16.2 Inventions.** The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may

designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this **Project**, the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof

#### **ARTICLE 17. Engineer's Seal, Responsibility and Warranties.**

17.1 **Engineer's Seal.** The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the State Board of Registration for Professional Engineers.

17.2 **Engineer's Responsibility.** The **Engineer** shall be responsible for the accuracy of the work for the **Project** and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**. No additional

compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**.

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

### **17.3 Warranties.**

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgement and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional

standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as "PS&E") are identified in this Agreement under Article 2 hereof or EXHIBIT "B", attached hereto, as part of the services to be provided by the Engineer for the Project, prior to the commencement of construction, the Engineer shall certify in writing to the Owner that the PS&E for the Project, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The Engineer represents covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the Engineer's services.

(c) The Engineer represents, covenants and agrees that all of Engineer's services to be furnished by the Engineer under or pursuant to this Agreement from the inception of the Agreement until the Project has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of Project.

(d) The Engineer represents, covenants and agrees that the Engineer's special talent, training and experience cause the Engineer to be the prime professional on

the **Project**; that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirety and possesses the special skills which enable the **Engineer** to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner**; and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner**, plus residents and owners of property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project**; that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **Project's** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any

PS&E developed by the **Engineer** for the **Project**, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer's** skill and knowledge in preparing such PS&E.

(f) In connection with the **Engineer's** performance of procurement services hereunder, if any, the **Engineer** use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner**.

**ARTICLE 18. Engineer's Resources.** The **Engineer** shall furnish and maintain, at the **Engineer's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

**18.1 Project Manager.** The **Engineer** shall provide a manager (**Project Manager**) for the **Project** that is a registered professional engineer in the State of Texas. The **Project manager** shall have such knowledge and experience as will enable that **Project Manager** during the course of the **Project** without prior consent of the **Owner**. If, due to situations beyond the control of the **Engineer**, the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the **Project**, the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

**18.2 Employees of the Engineer.** All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed from association with the **Project** when so instructed by the **Owner**. The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

**18.3 Documents/Information Exchange** The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project**. Taking into consideration that the **Owner** has a significant investment in the development of the **Project**, there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project**. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT "B"** attached hereto.

**ARTICLE 19. Indemnification.** To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively

"Indemnitors") shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively "Indemnitees") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting there from and (2) are caused in whole or in part by any negligent act or omission of the **Engineer**, anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer**, its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer**

shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

**ARTICLE 20. Joint and Several Liability.** In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

**ARTICLE 21. Insurance.** The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

- (1) **Workers' Compensation**, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law ("**Statutory Texas**")
- (2) **Commercial General Liability**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer*

*under Article 19 and Article 20* herein, in limits of liability not less than one million dollars (\$1,000,000) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

- (3) **Texas Business Automobile Policy**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars (\$250,000) each person for bodily injury, five hundred thousand dollars (\$500,000) each occurrence for bodily injury, and one hundred thousand dollars (\$100,000) each occurrence for property damage.
- (4) **Professional Liability** in limits of \$1,000,000 each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (*Hidalgo County Certificate of Insurance*) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as **EXHIBIT "G"**– *Hidalgo County Certificate of Insurance*. The **Engineer** will be considered in breach

of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project by Owner**.

**ARTICLE 22. Compliance with Laws.** The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

**ARTICLE 23. Non-collusion.** The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon

or resulting from the award or execution of this Agreement. For breach or violation of this warranty the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

**ARTICLE 24. Gratuities.** The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

**ARTICLE 25. Payment of Franchise Tax.** The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such as tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner**.

**ARTICLE 26. Disputes.** The Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the Engineer in support of the services under this Agreement.

**ARTICLE 27. Severability.** In the event 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 .

**ARTICLE 28. Notices.** All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

**OWNER: Hidalgo County  
Inc.  
100 E. Cano, 2<sup>nd</sup> Floor  
Edinburg, Texas 78539**

**ENGINEER: L & G Consulting Engineers  
2100 West Expwy 83  
Mercedes, Texas 78570**

The Address may be changed by either party by written notice and notice so mailed shall be effective upon mailing.

**ARTICLE 29. Miscellaneous Provisions.**

(a) This Agreement constitutes the entire Agreement between the Engineer and the Owner relating to the work herein described and supersedes any prior

understanding or written or oral contracts between the parties respecting the subject matter defined herein. These are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein no modification, waiver, termination, rescission, discharge or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner's** right with respect to any liabilities whether or not liquidated of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the **Owner's** other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power nor shall the **Engineer** represent that the **Engineer** has any power to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner**.

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the Owner and the Engineer as provided by Article 8 herein.

**ARTICLE 30. Signatory Warranty** The undersigned signatory or signatories for the Engineer hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete authority to enter into this Agreement on behalf of the Engineer. The above-stated representations and warranties are made for the purpose of inducing the Owner to enter into this Agreement.

WITNESS WHEREOF, the Engineer and the Owner have caused this Agreement for Professional Services to be effective as of the 26<sup>th</sup> day of December, 2007.

ENGINEER:  
L & G CONSULTING ENGINEERS INC.  
d/b/a L & G ENGINEERING

BY: Jacinto Garza  
Jacinto Garza, P.E./President

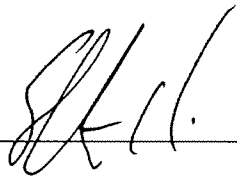
OWNER:  
HIDALGO COUNTY  
BY: Juan D. Salinas, III  
Juan D. Salinas, III, County Judge

ATTEST:  
Arturo Guajardo, Jr.  
Arturo Guajardo, Jr., County Clerk

Approved on Commissioners' Court: Dec. 26<sup>th</sup>, 2007

**APPROVED AS TO FORM:**

Atlas & Hall, L.L.P.

By:  \_\_\_\_\_

**ATTACHMENTS:**

- EXHIBIT A** -Scope of Services to be provided by the Owner
- EXHIBIT B** -Scope of Services to be provided by the Engineer
- EXHIBIT C** -Work Schedule
- EXHIBIT D** -Engineer's Rates
- EXHIBIT E** -Work Authorization Form
- EXHIBIT F** -Supplemental Agreement Form
- EXHIBIT G** -Certificate of Insurance (*Hidalgo County*)

**AI-7110** **11.B.2.**  
**Pct. 1- Professional Engineering Svc-L & G Engineering-C-07-451-00-00-FM**  
**493 frm MILE 10 TO SH 107**  
**CC REGULAR**

**Date:** 12/26/2007  
**Submitted By:** Letty Saenz, PURCHASING DEPT.  
**Submitted For:** Letty Saenz  
**Department:** PURCHASING DEPT.  
**Agenda Area:** Purchasing Department **Purchasing only:** Prct. 1

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**Information**

**CAPTION**

A. Requesting approval of a professional engineering services contract with L & G Consulting Engineers Inc. d/b/a L & G Engineering for the " FM 493 from MILE 10 to SH 107 (for Schematics, Environmental Assessments, Public Involvement, ROW Mapping, Surveying Bridge and Roadway Design) for Hidalgo County Precinct No. 1 (as selected after evaluation of S.O.Q.'s from the POOL OF ENGINEERS and previously approved by C.C. on November 27, 2007 for negotiation of the contract with L & G ENGINEERING and approved by legal council to proceed with final execution of contract)

B. Presentation for consideration, discussion, acceptance and approval of WORK AUTHORIZATION NO. 1 in the amount of \$ 1,598,950.00 with L & G Engineering Laboratory, LLC for: FM 493 from MILE 10 to MILE 14 (for Schematics, Environmental Assessments, Public Involvement, ROW Mapping, Surveying Bridge and Roadway Design) for Hidalgo County Precinct No. 1, in connection with Contract No. C-07-451-00-00.

**BACKGROUND**

Contract approved by legal counsel.  
 Work Authorization No. 1

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**Fiscal Impact**

**FISCAL YEAR:** 2007 **ACCT. #:** 7-1336-431-00-121-049-0-841  
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**  
**BUDGETARY IMPACT:**  
 \$1,600,000 available balance as of 12/17/07.

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**Attachments**

Link: [Contract apprvd by Legal Counsel](#)  
 Link: [WA #1-L&G Engineering](#)

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**Form Routing/Status**

| Route | Seq | Inbox                 | Approved By   | Date                | Status |
|-------|-----|-----------------------|---------------|---------------------|--------|
| 1     |     | Purchasing Department | Marty Salazar | 12/14/2007 04:48 PM | APRV   |
| 2     |     | Budget & Management   | Dina Trevino  | 12/17/2007 02:41 PM | APRV   |



**EXHIBIT “A”**  
**SERVICES TO BE**  
**PROVIDED BY OWNER**

## EXHIBIT "A"

### Services to be provided by the OWNER

The following provides an outline of the services to be provided by the OWNER in the development of the Project.

The OWNER will provide to the ENGINEER the following:

- (1) Authorization to the ENGINEER to begin work in accordance with Section 3 of this Agreement.
- (2) Payment for work performed by the ENGINEER and accepted by the OWNER in accordance with Section 6 of the Agreement.
- (3) Assistance to the ENGINEER, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the ENGINEER cannot easily obtain.
- (4) Provide any available relevant data the OWNER may have on file concerning the project.
- (5) Provide timely review and decisions in response to the ENGINEER'S request for information and/or required submittals and deliverables, in order for the ENGINEER to maintain the agreed-upon work schedule prepared in accordance with Attachment "C" of this Agreement.
- (6) Attend and participate in progress meetings as required and as coordinated and conducted by the ENGINEER.
- (7) Assist the ENGINEER in the preparation of the project mailing list; provide representation, a site and stenographer for all public meetings; additionally:
  - Public Meetings*
  - (a) Approve agenda and all exhibits prior to public meeting.
  - (b) Approve date and location of the meeting.
  - (c) Review/approve Public Meeting Report.
- (8) Attend the Preliminary Concept Conference coordinated and conducted by the ENGINEER and more particularly identified in Attachment "B" of the Agreement.
- (9) Assist the ENGINEER as required in the coordination with the USACE and the Federal Emergency Management Agency (FBMA) and any other coordinating agency or entity.
- (10) Review and approve the Project design criteria.
- (11) Review and approve change orders as required and prepared by the ENGINEER.

**EXHIBIT “B”**  
**SCOPE OF SERVICES**  
**TO BE PROVIDED BY ENGINEER**

## EXHIBIT “B”

### Services to be provided by the Engineer

#### PROJECT LIMITS:

- FM 493: From Mile 10 North to SH 107

#### GENERAL SCOPE OF WORK:

The work to be performed by the Engineer under this Work Authorization shall consist of providing Engineering Services required for the preparation of Schematics, Environmental Assessment, Public Involvement, ROW Mapping, Surveying, Bridge and Roadway Design. The Engineer will prepare bid packages as identified in each Work Authorization for Plans, Specifications, and Estimates (PS&E) for the reconstruction of FM 493 From Mile 10 to SH 107, in Segments, from an existing 40’ rural roadway to a 5-lane curb & gutter roadway with a continuous left turn lane including all associated drainage, structures, bridge & grading including Traffic Control, Signing & Striping, and Traffic Signal/Flashing Beacon Installations for the subject limits.

The work to be performed by the Engineer under this Work Authorization shall also include the review of the existing drainage patterns to determine if the proposed roadway can be designed utilizing the existing outfalls. The basis for this estimate is based on the premise that the existing outfalls located at the ROW line of FM 493 will be utilized. The Engineer will examine the proposed outfall locations and associated hydrologic and hydraulic conditions and determine the feasibility and practicality of using the existing outfalls or if new outfalls are needed. **This scope does not include designing outfalls outside of the existing ROW for FM 493.**

The **Engineer** will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Work Authorization, except as otherwise specified in Exhibit A, “Services to be Provided by the State”.

#### **GENERAL SCOPE OF WORK:**

The Scope of Work for this Work Authorization will be identified as follows:

- *FC110 ~ Design Schematic Development*
- *FC120 ~ Social, Economic, and Environmental Studies, and Public Involvement*
- *FC130 ~ Existing Right-of-Way Determination*
- *FC150 ~ Design Surveys*
- *FC160 ~ Roadway Design*
- *FC161 ~ Hydrologic/Hydraulic Study*
- *FC162 ~ Signing, Pav’t Marking, Signals*
- *FC163 ~ Irrigation Str., Estimate, Specs, Gen Notes, Misc*
- *FC164 ~ Contract Management*
- *FC70 ~ Bridge Design*

### **FC 110 ~ DESIGN SCHEMATIC DEVELOPMENT**

After the existing centerline alignment is recovered and the proposed centerline is approved by TxDOT, the Engineer will develop a design schematic for submittal to TxDOT's Design Division.

#### Design Criteria

- The Engineer will prepare a Design Summary Report (DSR) to document the design criteria for the project and submit it to TxDOT for further processing.
- A Design Concept Conference (DCC) will be held to discuss and review the design criteria. The Engineer will prepare a Meeting Summary Report which will describe in detail the decisions made at the DCC and distribute it to everyone in attendance.
- The Engineer will prepare a preliminary construction cost estimate based on the results of the DCC and submit it to TxDOT.

#### Design Schematic

- The Engineer will develop a preliminary design schematic, based on the alignment previously selected, and submit to TxDOT for review.
- The Engineer will revise the schematic to incorporate TxDOT's comments and provide to TxDOT.
- A public meeting/hearing is not proposed for this project; however, a workshop/meeting with the City of Elsa is proposed and the Engineer will attend and will provide TxDOT with technical support.
- The Engineer will meet with TxDOT after the workshop/meeting to discuss modifications, if any, to the design schematic. The Engineer will incorporate the changes agreed upon, into the schematic and submit the revised schematic to TxDOT for further submittal to the Design Division and/or FHWA.
- After receiving approval of the design schematic from TxDOT, the Engineer will proceed with finalizing the design and complete the PS&E.
- This Scope does not include technical assistance for either a Public Meeting and/or Public Hearing.
- The Schematic details will be completed to the Districts identified checklist.

#### Drainage

- The Engineer will evaluate the adequacy of the existing outfalls and develop a Hydrologic Map for the project identifying if any outfalls are needed for the project. The Engineer will coordinate with the Hidalgo County Drainage District No. 1, the Irrigation Districts, and cities in the area.

#### Irrigation Structures

- The Engineer will define the horizontal layout of the irrigation system in place and draw on the schematic the basis for maintaining the irrigation system whole.

**FC 120 ~ ENVIRONMENTAL STUDIES, AND PUBLIC INVOLVEMENT**

The Engineer will conduct the necessary research and field investigations to prepare an Environmental Assessment document to obtain a Categorical Exclusion clearance for the project.

**Task I. Document Purpose and Need for the Project:** This section will include text and graphics illustrating the description, purpose and need, objectives of the project and the existing and proposed project design. This section will also provide a description of the issues eliminated from further study.

**Task II. Alternatives:** This section will include text and graphics illustrating the different alternatives considered prior to selecting the preferred. It will also describe the reasonable alternatives and those eliminated from further study.

**Task III. Affected Environment and Environmental Consequences:** For each of the following categories the necessary background and field reconnaissance will be performed to gather data necessary for the completion of the EA. This will assist in determining which issues should be eliminated from further study or studied in detail.

*Land Use and Socio-economic Impacts:* Pertinent social and economic issues will be addressed in the EA; a separate report will not be prepared. At this time, it is unknown if relocations will occur; however, the EA will address any relocations anticipated. No other impacts to land use, land planning or socio-economic issues are anticipated. A Section 4(f)/6(f) will not be prepared.

*Ecological Resources:* A characterization of the project's ecological resources, including wetlands, vegetation, prime farmland and wildlife habitat characteristics will be performed. Ecologically sensitive resources including protected species, if any, will be identified in order to assess potential effects of project construction and operation. Any presence or absence surveys for endangered species will not be conducted. The project will be assessed for compliance with the Nationwide Permit Program; however, a permit is not anticipated. Any permitting required will be conducted by TxDOT.

*Hazardous Materials:* A field screening and an internet data search for potential hazardous materials sites will be conducted. A Phase I Environmental Site Assessment for hazardous materials will not be conducted.

*Noise and Air Quality:* A noise analysis and air quality impacts will be assessed under this scope.

*Field Investigations:* Field visits to identify potential environmental constraints involving land use, ecological resources and potential hazardous material sites will be conducted.

*Graphics:* Report graphics will be prepared for the EA as needed to show the project location, typical sections and project area photographs. In addition, the project layouts/photographs will show those resources that are necessary to convey the project's impacts to the reviewers.

*Public Involvement* – A discussion will be provided regarding any public involvement which occurs on the project. The Engineer will assist the District in providing technical support for one workshop/meeting. No other public involvement activities will be done under this scope.

*Report Preparation and Submittal* – The Engineer will prepare an environmental document (EA) that complies with applicable procedures of the National Environmental Policy Act (EPA) and Federal Highway Administration Technical Advisory 6640.8A. The analysis will address the adverse and beneficial impacts of project construction and operation. Mitigation options will be emphasized where adverse impacts may potentially occur.

The Engineer will submit one draft copy of the report for review by the District. Color photographs and exhibits will be included in both the draft and final reports. All review comment responses will be provided in writing and a meeting will not be required to discuss review comments. The draft report will be revised to incorporate District's comments. Thirteen (13) sets of the revised report will be submitted for review by ENV. After ENV reviews the report, the document will be revised and eight (8) sets of the report will be submitted. Because this project would obtain a Categorical Exclusion, no other revisions will need to be made. Upon receiving a Categorical Exclusion, a CD which includes the document and exhibits will be provided to the District for their files.

*Coordination* – L&G will coordinate with the SWCA to conduct the Historical Resources Survey and report. TxDOT will coordinate with the appropriate resource agencies to obtain environment clearance for completion of project.

*Assumptions used to derive to proposed fee estimate and scope of services:*

- The Engineer will conduct field investigations in two field trips.
- The Engineer will attend the DCC and one workshop/meeting.
- All investigations will be conducted based on existing literature, field reconnaissance and aerial photographic interpretation.
- The draft EA will be submitted to TxDOT in less than 30 days after obtaining a preliminary schematic and/or receipt of data needed.

### **FC 120 ~ ENVIRONMENTAL STUDIES, AND PUBLIC INVOLVEMENT**

(SERVICES TO BE PROVIDED BY SWCA)

SWCA, Inc. will conduct the historic resource investigations for inclusion in this report and/or submittal to the Texas Historical Commission (THC).

The following tasks will be performed by SWCA on behalf of L&G Engineering for a proposed 6-mile road improvement project of Farm-to-Market (FM) 493 from Mile 10 Road to SH 107 in Hidalgo County, Texas. SWCA will identify, document, and record extant buildings, structures, and objects constructed 50 years prior to the letting date of the construction project or earlier within the project's Area of Potential Effect (APE). SWCA will then evaluate all identified resources for National Register of Historic Places (NRHP) eligibility. The scope of services and associated cost estimate are based on the assumption that the APE/survey area will extend 150 feet beyond the proposed right-of-way boundaries. It is additionally assumed that up to 100 historic resources may be located within the survey area, based on a cursory examination of the Edcouch USGS 7.5' quadrangle maps, and the fact that the project area travels through the center

of the town of Elsa (established in 1927). The client shall provide SWCA with details of the proposed project, including a description of the existing roadway and an outline of the proposed roadway construction. This outline will include road improvements and landscape alterations such as the development of curbs, drainage systems, sidewalks, and ditches. The proposed scope of services is a reconnaissance-level identification and evaluation of non-archaeological historic-age resources, which includes a literature review, reconnaissance survey, and summary reconnaissance report.

### **Literature Review and Research Design**

SWCA will conduct a literature review of the project area and present a research design to TxDOT-Environmental Affairs Division (ENV), as described in ENV guidance procedures regarding historic resource surveys. This review includes the examination of files at THC to identify historic properties that have been previously listed in the NRHP, designated as Recorded Texas Historical Landmarks, and/or are included in the Texas Historic Sites Inventory or other available local historical surveys. SWCA will also check other available archival sources, such as historic maps or aerial photographs, to locate previously unidentified potential historic resources in the project's area of potential effect. A historic literature review will also be conducted to establish appropriate historical and cultural contexts for the project area. This information will be compiled along with a survey methodology as part of the research design that will be submitted to ENV and the Texas Historical Commission (THC) for a final determination of the APE and approval for the project to proceed.

### **Reconnaissance Survey**

Following completion of the preliminary research tasks, a SWCA architectural historian will carry out a reconnaissance field survey of the proposed alignment to identify and record historic buildings, structures, and objects within the project's APE. The historian will plot the location of each identified resource on a USGS (or similar) map, take photographs, obtain addresses, and gather physical data on the structure such as property type and subtype classifications, stylistic influences, construction dates, integrity issues and preliminary eligibility recommendations.

### **Summary Reconnaissance Report**

SWCA will provide L&G Engineering, Inc. with four copies of a summary reconnaissance report that will include the following:

- A letter report containing an overview of the results of the reconnaissance survey. The letter report will describe the findings of the reconnaissance survey and recommend the need, if any, to conduct further survey efforts. The letter report will have sufficient detail and clarity to provide a basis for making determinations of NRHP eligibility.
- Photographic documentation for each identified historic resource. At a minimum, this documentation will include an oblique view of the primary facade and a side elevation of each resource, with the subject filling the frame. All photographs will be 3.5" x 5" or 4" x 6" color prints. All photographs will be well-focused and clearly depict architectural and other details relevant to an evaluation of the resource's character-defining features. Photographs will be attached to separately labeled pages that clearly identify project name, address (or location) of resource, and site ID number.

- An inventory of all identified resources provided in tabular form that lists their site ID numbers, locations, property and subtype classifications, stylistic influences, construction dates, integrity issues, and preliminary NRHP eligibility recommendations.
- A map or maps showing the location of each identified historic resource labeled with its appropriate site ID number. Outbuildings and landscape features will be reported as subsets of the main site ID number for a property. The project APE, major street names, and other directional landmarks will be clearly indicated on the map. Maps will be based on aerial photographs, USGS 7.5-minute quadrangle topographic maps, or similarly detailed maps.
- Proposed changes to the research design arising from the results of the reconnaissance survey, including contextual issues, comparative property information needs, data gaps, and other items necessary to finalize the evaluation and documentation phases of the project.

Draft copies of the report will be submitted to L&G Engineering for review and comment prior to submittal to ENV for their review. Once the draft has been reviewed, any appropriate edits will be made and a final report will be submitted to L&G Engineering and ENV.

**FC 130 ~ PRELIMINARY ROW DETERMINATION**

(SERVICES TO BE PROVIDED BY RODS SURVEYING)

**FM 493 FROM MILE 10 TO SH 107****General**

1. The **Surveyor** will recover and or re-establish the existing Right-of-Way for the subject project.
2. The **Surveyor** shall monument the recovered ROW at all at all PCs, PTs, angle points, intersecting right-of-way lines of side streets, and 1000-foot stations after coordinating with the L&G Engineer. The **Surveyor** shall also monument all ROW corners.
3. **The Surveyor will submit a separate existing R.O.W. layout drawing (at scale of 1 inch = 100 feet), delineating the existing points recovered and all R.O.W. monuments that will be set before setting any points on the ground.** This map shall be utilized by L&G to attach it to the requests for the utility companies to adjust their lines prior to construction.
  - a. This map shall also contain the proposed centerline as set on the ground – **again do not set a centerline for construction until L&G Engineers have approved.**
  - b. Existing right-of-way lines will be delineated with appropriate bearings, distances, and curve data. The proposed centerline alignment will be delineated with appropriate bearings, distances, curve data and stationing. The existing ROW layout sheets stationing will be based on the proposed alignment. A north arrow will be shown on each sheet and, if possible, in the upper right hand corner.
  - c. Monumentation set or found will be shown and described as to material and size.
  - d. A station and offset based on the proposed alignment will be shown for all points set and/or recovered.
  - e. Intersecting streets will be shown and identified by name and right-of-way width.
  - f. Railroads will be shown and identified by name and right-of-way width.
  - g. A note will be included on each sheet stating the basis of bearings, coordinates, and datum used.
  - h. All existing right-of-way layout sheets shall be 11" x 17". The borders around these map sheets should ½" from the right side of the map, the top and the bottom. The border on the left side is 2". Scale of 1"=100'.

**FC 150 ~ DESIGN SURVEYING**

(SERVICES TO BE PROVIDED BY RODS SURVEYING)

**FM 493 FROM MILE 10 TO SH 107****A. Design Survey**

1. **The Limit of the Design survey shall be 1000-ft before and after the limits of the project. Set horizontal and vertical control for FM 493 between Mile 10 and SH 107. The Basis for the H & V Control shall be the control previously established on FM 493 south of Mile 10.** Set benchmarks at max 1000-ft intervals. The BM's shall be #5 I.R. 2-ft in depth set in concrete. An H&V Book will be provided to the Engineer with 3-pt reference ties.
2. Field Topographic Survey - Verify accuracy of existing topographic information by checking coordinates of Horizontal control points and elevations of benchmarks previously established by TxDOT.

3. Update existing planimetric data with current information of any improvements and apparent changes in the topography since the original planimetric data was obtained as well as field tie all existing drainage structures, driveways, and pavement edges as well as all existing roadway centerline and roadside drainage ditch profiles.
4. Fill all existing planimetric mapping void areas along FM 493, data processing and CADD mapping (2d and 3d) update, (4.7 Miles including additional limits).
5. Field locate cross culverts, driveway culverts, inverts, irrigation lines, within the project limits, data processing and CADD mapping (2d and 3d) update.
6. Right of Entry, Right of Way Research, and Appraisal District Records is the responsibility of the surveyor.
- 6a. The surveyor shall recover and reestablish the existing centerline then coordinate with the Engineer to establish the existing centerline stationing based on the old stationing of the previous plans south of Mile 10.
7. Stake proposed centerline/baseline at 1000-foot stations, PC's and PT's as directed by Engineer. (No. 5 I.R. 2-ft long).—FOR CONSTRUCTION but not until the Engineer directs the surveyor to do so.
8. **The Surveyor shall also paint the proposed centerline on the proposed pavement. (500-ft stations and a tick mark at 100-ft stations ---12 inches long with approved paint by Engineer) before construction for the purpose of utility adjustments and project location.**
9. Extend topographic survey 500 feet to each side of the existing Right-of-Way on all the intersecting streets for the limit of the project except at the existing drain ditches, the survey shall be extended 500-ft east and west from the existing FM 493 ROW and the x-sections shall be 50-ft Lt and Rt from the ditch centerline plus tying in all topo.

#### B. Utilities

1. Coordinate with engineer to have all existing underground utilities marked by utility companies along FM 493 and intersecting streets. Field tie the marked locations and process the information to include in the planimetric CADD mapping files. Utility lines shall be properly labeled and placed in separate levels in accordance with TxDOT requirements.
2. Collect vertical information of all exposed (by utility companies) utilities that have been identified as possible conflicts by the Engineer and process as above.

#### C. Miscellaneous

1. Provide the engineer with a copy of all field books developed during this project. The field books shall supplement the graphical information submitted by the surveyor. Accurate sketches of the existing conditions of all irrigation and drainage structures that were tied down by the surveyor shall be included in the field books.
2. A horizontal and vertical control book shall be submitted to the engineer. This control book shall include the reference sketches to the BM's and Horizontal Control. Points as well as describe the basis of the datum's used.

**FC 160 – DESIGN** (SERVICES TO BE PROVIDED BY L&G)

PS&E for the above work shall be prepared in accordance with the applicable requirements of TxDOT Specifications, Standards, and manuals (updated for revisions). Whenever possible, the Department's standard drawings, standard specifications, or previously approved special provisions and/or special specifications will be used. If a special provision and/or special specification must be developed for this project, it shall be in the Departmental format and, to the extent possible, incorporate references to approved Department test procedures.

The Engineer shall furnish three (3) final cross-section plots showing both the original terrain (modified) and the design cross-sections, showing the roadway template. The design cross-sections shall indicate the slope rate on the side slopes.

**FC 161 – DRAINAGE** (SERVICES TO BE PROVIDED BY L&G)

The Engineer will perform a Geopak Drainage generated drainage analysis for all drain systems which will also include contributing runoff from the Adjacent Properties. This drainage analysis will be prepared prior to detailed design of drainage structures and will contain drainage area map(s), hydraulic calculations and Thysys and/or HEC-RAS analysis for TxDOT to approve.

**FC 161 - STORM WATER POLLUTION PREVENTION PLAN (SW3P)**  
(SERVICES TO BE PROVIDED BY L&G)

The **ENGINEER** shall complete the plans adequately addressing a storm water pollution prevention plan for the entire project during all phases of construction. SW3P layouts shall be developed on the TCP plan sheets. SW3P plans shall **generally** include the following drawings:

- **Summary Sheet on TCP's**
- **Details & Standards**

The Engineer shall develop a project specific Storm Water Pollution Prevention Plan (SW3P) to comply with the Federal Regulations (40 CFR part 122) published in the Federal Register on Sept. 9, 1992.

**FC 162 - SIGNAL DESIGN**

(SERVICES TO BE PROVIDED BY ETSI)

**PROJECT LIMITS:****FM 493: From Mile 10 North to SH 107****GENERAL SCOPE OF WORK:****Project Understanding**

Ergonomic Transportation Solutions, Inc. (ETSI) will produce a complete set of Plans, Specifications and Estimates (PS&E) that cover the installation of permanent signals along FM 493 at the following intersections:

FM 493 at Mile 10 1/2 – Existing signal will require major modifications, such as pole relocation and rewiring, new loop detector placement and controller relocation.

FM 493 at Mile 14 1/2 – Install new flashing beacon.

FM 493 at Mile 15 – Existing signal will require major modifications, such as pole relocation and rewiring, new loop detector placement and controller relocation.

FM 493 at SH 107 – Existing signal will require major modifications, such as pole relocation and rewiring, new loop detector placement and controller relocation.

FM 493 at Mile 16 – Existing Flashing Beacon will require major modifications such as pole relocation and re-wiring.

FM 493 at SH 107 – Existing signal will require significant modifications, such as rewiring and new loop detector placement.

**TASK 1 – General Notes for Traffic Signal installation**

ETSI will setup the General Notes sheet(s) and prepare the general notes for the traffic signal design, as well as the signing, pavement marking and wheelchair ramp design at the above intersections.

**TASK 2 – Estimate and Quantities**

ETSI will prepare Basis of Estimate sheets with adequate number of columns to reflect the number of the above intersections and one column for the total quantities.

ETSI will calculate quantities and prepare cost estimates at 60%, 90% and 100% levels of completion.

**TASK 3 – Condition Diagram**

ETSI will setup the condition diagram sheets that would show the existing configuration of each intersection and other elements as required by TxDOT.

**TASK 4 – Proposed Signal Plan Layout**

ETSI will setup proposed signal layout sheets that would show the proposed geometry of the above intersections along with the basic elements of the signal design, such as location of signal poles, pedestrian poles, wheel chair ramps, cross walks and service pole locations.

ETSI with assistance from L&G Engineering will contact the local power company for electrical service requirements at each of the above interceptions.

ETSI will produce submittals for TxDOT's review at the 60%, 90% and 100% completion levels.

#### **TASK 5 – Signal Phasing and Timing**

Based on traffic counts furnished by TxDOT, ETSI will develop optimal phasing and timing charts for each of the AM peak, PM peak and Off-peak time periods, using appropriate software. The charts will be presented to TxDOT for review and approval before their incorporation into the plan sheets.

#### **TASK 6 – Standard Sheets List**

ETSI will prepare a list of standard sheets for the 60%, 90% and 100% submittals. ETSI will also prepare the drill shaft tables on the TSFD standard sheet as well as the shipping parts list on the SP/SMA standard sheet.

#### **TASK 7 – Specifications List and Cost Estimate**

ETSI will prepare a list with all pertinent specifications and special provisions as they relate to the above tasks. ETSI will also prepare cost estimates at the 60%, 90% and 100% submittals.

#### **TASK 8 – Electrical Schedules**

ETSI will prepare tables, depicting the electrical schedule for each signalized intersection. The electrical schedules will be shown on the same sheets with the loop detector schedules and phasing/timing tables.

#### **TASK 9 – Field Investigation and Meetings**

ETSI will conduct field investigations at the above intersection locations and record pertinent signal design information as well as identify potential design issues.

ETSI will participate in one project progress meeting with L&G/TxDOT.

#### **TASK 10 – Other services**

ETSI will provide tables with electrical service data for each of the services poles required at the above intersections.

Other services not covered in the above scope will be negotiated separately.

#### ***ADDITIONAL SERVICES***

Additional services not covered in the above scope will be negotiated separately. In addition to the above intersections, ETSI will conduct field investigations at the intersection of FM 493 and Mile 10. From available photographs, it appears that no signal work will be necessary at this intersection. However, if during field investigations, it is determined that signal modifications are necessary, the effort required to prepare the signal modification plans will be negotiated separately.

It is also possible that temporary traffic signal plans may be necessary at the intersection of FM 493 with SH 107, to control traffic during construction. The right of way at this intersection is limited and handling traffic during contraction may require interim traffic signals. After development of the traffic control plans, ETSI will investigate the need for temporary traffic signals and the effort required to prepare temporary signal plans will be negotiated separately.

**FC 162 - SIGNAL DESIGN**

(SERVICES TO BE PROVIDED BY L&G)

L&G shall furnish ETSI hard copies and electronic versions of the existing topographic data as well as the proposed geometric design with all related reference files.

L&G will be responsible for contacting all utility companies present at the above intersections and furnish such information to ETSI. ETSI will assist L&G in identifying and resolving utility conflicts as required by L&G.

L&G shall also provide coordination and communication for the progress of the signal design work among all parties involved.

**FC 162 – PAVEMENT MARKING AND MARKER LAYOUTS**

(SERVICES TO BE PROVIDED BY L&amp;G)

**TASK 1 – Plan Layouts (1"=100')**

L&G will produce a complete set of Plans, Specifications and Estimates (PS&E) that cover the pavement marking and markers along FM 493 and all cross street approaches for the length shown in the plan and profile layouts. Work will include design of ADA compliant wheelchair ramps that line up with the proposed crosswalks and signal pole locations. L&G will coordinate signal pole placement with cross walks and wheel chair ramps. L&GI will prepare pavement marking details for the following cross streets:

- FM 493 at Mile 10 ½ - Pavement markings for transition to existing roadway.
- FM 493 at Mile 11 - Pavement markings for transition to existing roadway.
- FM 493 at Mile 11 ½ - Pavement markings for transition to existing roadway.
- FM 493 at Mile 12 - Pavement markings for transition to existing roadway.
- FM 493 at Mile 12 ½ - Pavement markings for transition to existing roadway.
- FM 493 at Mile 13 - Pavement markings for transition to existing roadway.
- FM 493 at Mile 13 ½ - Pavement markings for transition to existing roadway.
- FM 493 at Mile 14 - Pavement markings for transition to existing roadway.
- FM 493 at Mile 14 ½ - Pavement markings for transition to existing roadway.
- FM 493 at Mile 15 - Pavement markings for transition to existing roadway.
- FM 493 at Mile 15 ½ - Pavement markings for transition to existing roadway.
- FM 493 at Mile 16 - Pavement markings for transition to existing roadway.
- FM 493 at SH 107 - Pavement markings for transition to existing roadway.

**TASK 2 – Estimate and Quantities**

L&G will prepare a summary of pavement marking and marker quantities (Basis of Estimate sheet) with adequate number of columns to reflect the types of markings to be installed by each payout sheet and one column for the total quantities.

L&G will calculate quantities at 60%, 90% and 100% levels of completion.

**TASK 3 – Standard Sheets List**

L&G will calculate quantities at 60%, 90% and 100% levels of completion.

**TASK 4 – Specifications List and Cost Estimate**

L&G will prepare a list with all pertinent specifications and special provisions as they relate to the above tasks. L&G will also prepare cost estimates at the 60%, 90% and 100% submittals.

**FC 162 – SIGNING AND DELINEATION LAYOUTS**

(SERVICES TO BE PROVIDED BY L&amp;G)

**TASK 1 – Plan Layouts (1"=100')**

L&G will produce a complete set of Plans, Specifications and Estimates (PS&E) that cover the signing and delineation along FM 493 and all cross street approaches for the length shown in the

plan and profile layouts. The work will include design of flashing beacons near the School. The plans will show the following:

- Existing signs to remain in place
- Existing signs to be removed
- Proposed new signs
- Proposed new delineators and object markers.

L&G will prepare signing and delineation plans for all major cross streets.

**TASK 2 – Summary of Small Signs**

L&G will prepare a summary of small signs sheets along with a descriptive codes sheet. (Basis of Estimate sheet).

L&G will calculate quantities at 60%, 90% and 100% levels of completion.

**TASK 3 – Standard Sheets List**

L&G will calculate quantities at 60%, 90% and 100% levels of completion.

**TASK 4 –Specifications List and Cost Estimate**

L&G will prepare a list with all pertinent specifications and special provisions as they relate to the above tasks. L&G will also prepare cost estimates at the 60%, 90% and 100% submittals.

**FC 163 - IRRIGATION SIPHONS AND CANALS**

(SERVICES TO BE PROVIDED BY L&G)

The ENGINEER shall coordinate with the Irrigation District(s) and prepare all necessary drawings needed for maintaining the functionality of irrigation districts irrigation lines.

**FC 163: TRAFFIC CONTROL**

(SERVICES TO BE PROVIDED BY L&G)

The Engineer shall determine the project construction sequence and design a traffic control plan based upon the Texas MUTCD and the latest district traffic control design requirements. This shall include field investigations into such items as any Drainage Structures, utilities, R.O.W. restrictions, adjacent properties and cross street access, and other items which may ultimately affect the safe handling of traffic during the construction sequence.

The engineer shall meet with the Pharr District personnel early in the project design as soon as a construction sequence is developed. The construction sequence shall be updated periodically as the design progresses.

The engineer shall prepare drawings for each phase, based upon the agreed sequence of construction. The drawings shall indicate traffic lanes versus work zones per phase, including all required detours. Consideration shall be given to the use of temporary traffic control signals and, if needed, how to utilize and coordinate with the various phases. The drawings will be used by the District to obtain final concept approval of the TCP from the District Traffic Control Review

Committee. Based on the results of the safety review team meeting, the detailed Traffic Control PS&E will be completed.

**FC 163: UTILITIES**

(SERVICES TO BE PROVIDED BY L&G)

The Engineer shall coordinate the utilities as follows: (L&G will conduct two utility meetings with the owners at the District Office or at L&G's office)

- A. Determine the ownership of the existing utilities on the subject project.
- B. Contact the utility owners and locate (horizontally and vertically) existing utilities on the ground.
- C. Evaluate utility conflicts with proposed construction. Prepare and submit drawings to the City, Utility Companies and copies to TxDOT, for required utility adjustment. The following information will be submitted for each required utility adjustment.
  1. A reproducible drawing 8-1/2" x 11", 11" x 17", or 22" x 34" (as appropriate) for each utility adjustment
  2. Drawing will include the following:
    - a) Existing and/or proposed R.O.W lines.
    - b) Existing and/or proposed roadways.
    - c) Proposed drainage structure
    - d) Existing underground utility in plan and profile.
    - e) Owner of utility.
    - f) Benchmark
  3. Provide copies to TxDOT of correspondence with utility companies and cities. If initial contact was made by phone, provide name of company and representative's name and telephone number.
  4. Prepare a detailed list to TxDOT of all conflicts with existing utilities during the drainage structure design phase. List must include the following:
    - a) Highway station number.
    - b) Name of utility company and type of facility.
    - c) Proposed highway facility - the conflict with: storm sewer, roadway, drainage ditch, drill shaft, etc.
  4. The Engineer shall be responsible for notifying all utility owners, early in the design phase, regarding any utility adjustments.
  5. Utility agreements to be developed by consultant, sent by consultant to companies and coordinate with them.

**FC 164 – CONTRACT MANAGEMENT**

(SERVICES TO BE PROVIDED BY L&amp;G)

The Engineer will be required to meet with designated TxDOT representatives on a regularly scheduled basis to report on progress. A typewritten progress report will be required, together with evidence of the work accomplished during the period since the previous report. A bar chart indicating the percentage of completion of each task shown on Attachment "C" will also be required. Formal progress reports with bar charts will be required on a monthly basis.

The Engineer will establish a separate cost accounting system for each control-section-job (C-S-J) number to properly allocate all labor and expenses incurred. The Engineer shall invoice monthly according to Function Code breakdowns.

**FC 170 – BRIDGE DESIGN**

(SERVICES TO BE PROVIDED BY L&amp;G)

- A. Develop one (1) bridge layout for the proposed structure as outlined by the Pharr District Bridge Layout checklist. The proposed structure will yield one layout sheet. Scale will be 1"=20' horizontal and vertical.
  - 1. This scope assumes one (1) proposed bridge structure just south of SH107 over HCDD#1 Drain.
  - 2. Perform a study to justify structure type.
- B. Develop one (1) sheet showing construction phasing for the proposed structure.
- C. L&G will provide all other design and detailing necessary for the bridge.

**EXHIBIT “C”**  
**WORK SCHEDULE**



**EXHIBIT "D"**  
**FEE SCHEDULE**

**EXHIBIT "D" FEE SCHEDULE  
L&G Consulting Engineers, Inc  
2007**

| <b>Job Description (NSPE Grade)</b> | <b>Base Rate*</b> | <b>Contract Rate**</b> |
|-------------------------------------|-------------------|------------------------|
|                                     |                   |                        |
| Project Manager                     | 50.00             | 155.00                 |
| Senior Engineer                     | 44.00             | 136.40                 |
| Env. Manager/Specialist             | 43.00             | 133.30                 |
| Engineer                            | 33.65             | 104.32                 |
| GIS/ Env. Specialist                | 32.09             | 99.48                  |
| Designer                            | 33.00             | 102.30                 |
| Engineer in Training (EIT)          | 24.72             | 76.63                  |
| Engineering Technician              | 24.04             | 74.52                  |
| CADD Operator                       | 21.00             | 65.10                  |
| Administrative Assistant            | 17.50             | 54.25                  |

Direct Labor = 100.00%

Overhead = 175.00%

Direct Labor + Overhead = 275.00%

**Profit Rate = 12.5%**

$(275.00 \times 0.125) = 34.38$

Multiplier =  $(275.00 + 34.38) / 100 =$

3.10

\* Base Rate = average weighted estimated salary without burden.

\*\* These are the rates to be used to negotiate work authorizations: These rates are estimates: Billings will be invoiced at Base Rate marked up by 3.10

\*Base Rate = estimated raw salary without burden

**REIMBURSABLE DIRECT EXPENSES**

|                              |                                |   |
|------------------------------|--------------------------------|---|
| Mileage                      | \$(***)/mi                     | *** Not to exceed prevailing rate for client employees (additional lodging taxes allowed) |
| Car Rental                   | \$60.00/Day                    |   |
| Lodging                      | \$(***)/day                    |   |
| Meals                        | \$(***)/day                    |   |
| Air Travel                   | \$200/Round Trip               |   |
| B&W Copies (8.5x11)          | \$ 0.10 /sheet                 |   |
| B&W Copies (11x17)           | \$ 0.20 /sheet                 |   |
| Color Copies (8.5x11)        | \$ 1.00 /sheet                 |   |
| Color Copies (11x17)         | \$ 1.50 /sheet                 |   |
| Mylar (11x17)                | \$ 2.00 /sheet                 |   |
| Report Binders/Materials     | \$ 9.00 /report                |   |
| Digital Plotter (Schematics) | \$ 1.25 /sq. ft.               |   |
| Overnite Carrier Cost        | \$ 15.00 /each                 |   |
| Bond Plots, third party      | \$ 2.00 /linear ft.            |   |
| Mylar Plots, third party     | \$ 3.50 /sq. ft.               |   |
| CADD Machine Cost            | \$ - included in Overhead Rate |   |

**EXHIBIT "D" FEE SCHEDULE**  
**ENGINEERING BUDGET ESTIMATE AND FEE FOR FM 493 NORTH PROJECT**

|   |                             |
|---|-----------------------------|
| ROADWAY PROJECT ENTIRE LENGTH.....  | FM 493: Mile 10 to SH 107   |
| LIMITS: Segment 1 .....   | Mile 10 North to Mile 14    |
| LIMITS: Segment 2 .....   | Mile 14 North to SH 107     |
| EXISTING ROADWAY SECTION: .....   | 40' - Rural                 |
| EXISTING ROW WIDTH: .....   | variable 80' - Rural        |
| PROPOSED ROADWAY SECTION: .....   | 64'-84' F-F max Urban + aux |
| PROPOSED ROW WIDTH: .....   | 120' max                    |
| ESTIMATED CONSTRUCTION COST for Segment 1...(3.5 Mil/mi).....                 | \$14,000,000.00             |
| EST CONSTRUCTION COST for Segment 2 plus Bridge...(3.5 Mil/mi plus 500K)..... | \$9,250,000.00              |
| ESTIMATED TOTAL CONSTRUCTION COST for Segment 1 & 2.....                      | \$23,250,000.00             |
| LENGTH: .....   | 6.5 Miles                   |

| ESTIMATED PROJECT COSTS   | STATE                  | LOCAL                   |
|---|------------------------|-------------------------|
| TOTAL ROADWAY CONSTRUCTION COST   | \$23,250,000.00        | \$ -                    |
| <b>WORK AUTHORIZATION NO. 1</b>   |                        |                         |
| PHASE IA - PLANNING & DESIGN FOR SEGMENT 1&2  |                        |                         |
| Schematic   |                        | \$ 292,950.00           |
| L&G Survey Work   |                        | \$ 25,000.00            |
| H&V Control   |                        | \$ 18,000.00            |
| Establish Existing ROW  |                        | \$ 73,500.00            |
| Design Surveys including outfalls   |                        | \$ 83,500.00            |
| Environmental Assessment & PI Support and Hist and Archeological                      |                        | \$ 90,000.00            |
| PHASE IB - DESIGN FOR SEGMENT 1   |                        |                         |
| PS&E Development  |                        | \$ 980,000.00           |
| Construction Management   |                        | \$ 36,000.00            |
| <b>WORK AUTHORIZATION NO. 2</b>   |                        |                         |
| PHASE IC - DESIGN FOR SEGMENT 2   |                        |                         |
| PS&E Development  |                        | \$ 647,500.00           |
| Bridge Design   |                        | \$ -                    |
| Bridge Scour Report for TxDOT   |                        | \$ 15,000.00            |
| Bridge Layout for TxDOT   |                        | \$ 25,000.00            |
| Construction Management   |                        | \$ 36,000.00            |
| <b>NEW CONTRACT OR COUNTY COMPLETES WORK</b>  |                        |                         |
| PHASE II - ESTIMATED RIGHT OF WAY COSTS FOR SEGMENT 1 & 2                             |                        |                         |
| ROW Mapping & Field Surveying (based on 130 parcels)                                  | \$ 286,000.00          |                         |
| Compensible Utilities   | \$ 500,000.00          | \$ -                    |
| Roadway Right-of-Way Costs - 578000 sqft @ \$4.00 average/sq ft                       | \$ 934,187.00          | \$ -                    |
| Roadway Right-of-Way Costs - Acq.Services @ (est. 130 Parcels @ \$10,000/Parcel Avg.) |                        | \$ 1,300,000.00         |
| PHASE III - CONSTRUCTION FOR SEGMENT 1 & 2  |                        |                         |
| TxDOT Construction Inspection   | \$ 2,557,500.00        |                         |
| <b>SUB-TOTAL WORK AUTHORIZATION NO. 1</b>   |                        | <b>\$ 1,598,950.00</b>  |
| <b>SUB-TOTAL WORK AUTHORIZATION NO. 2</b>   |                        | <b>\$ 723,500.00</b>    |
| <b>ESTIMATED SUB-TOTAL PHASE II</b>   | <b>\$1,720,187.00</b>  | <b>\$ 1,300,000.00</b>  |
| <b>ESTIMATED SUB-TOTAL PHASE III</b>  | <b>\$25,807,500.00</b> |                         |
| <b>TOTAL PROJECT COST</b>   |                        | <b>\$ 31,150,137.00</b> |

**EXHIBIT “E”**  
**WORK AUTHORIZATION**

**HIDALGO COUNTY**  
**Professional Engineering Services**  
**Contract # \_\_\_\_\_**  
**Work Authorization Form**

**WORK AUTHORIZATION NO. \_\_\_\_\_**

**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, \_\_\_\_\_, professional engineers of \_\_\_\_\_, Texas, hereinafter called "**Engineer**".

**PART 1. SCOPE OF WORK**

The purpose of this Work Authorization is for the **Engineer** to provide

\_\_\_\_\_

\_\_\_\_\_

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 \$ \_\_\_\_\_. 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** \_\_\_\_ of the Agreement.

**PART 4. FUNDING**

This Work Authorization No.    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.

**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** \_\_\_\_\_, Commissioner \_\_\_\_\_ as to content and detail of this **Work Authorization No.** \_\_\_\_.

**HIDALGO COUNTY**

**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 \_\_\_\_\_, 2006.

**THE ENGINEER:**

**THE OWNER:  
HIDALGO COUNTY**

\_\_\_\_\_  
**By: Engineer**

\_\_\_\_\_  
**By: Juan D. Salinas, III, County Judge**

**ATTEST:**

\_\_\_\_\_  
**By: 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

**EXHIBIT “F”**  
**SUPPLEMENTAL AGREEMENT**

**EXHIBIT "F"**

**Supplemental Agreement Form**

THE STATE OF TEXAS    §  
  §  
COUNTY OF HIDALGO   §

**SUPPLEMENTAL AGREEMENT NO. \_\_\_\_\_**  
**TO AGREEMENT FOR PROFESSIONAL SERVICES**

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 \_\_\_\_\_, Professional Engineers of, \_\_\_\_\_, Texas, hereinafter called the "**Engineer**".

**WITNESSETH**

**WHEREAS**, the **Owner** and the **Engineer** executed the **Agreement** on the \_\_\_\_ day of \_\_\_\_\_ **2007** concerning engineering for \_\_\_\_\_ (hereinafter referred to as the "**Project**"); and,

**WHEREAS**, Article \_\_\_\_ of the **Agreement**, (article title), establishes \_\_\_\_\_; and,

**WHEREAS**, it has become necessary to amend the contract to \_\_\_\_\_

**A.    AGREEMENT**

**NOW THEREFORE**, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

- I.     Article \_\_\_\_ of the **Agreement**, (article title), is revised to

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**All other provisions are unchanged and remain in full force and effect.**

**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 \_\_\_\_\_, 20\_\_.

**THE ENGINEER:  
ENGINEER**

**BY:** \_\_\_\_\_

**THE OWNER:  
HIDALGO COUNTY**

**BY:** \_\_\_\_\_  
Juan D. Salinas III, County Judge

LIST OF ATTACHMENTS

(as required)

**EXHIBIT "G"**  
**CERTIFICATE OF INSURANCE**

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/05/07

|  |   |                                    |
|--|---|------------------------------------|
| <b>PRODUCER</b><br>Hilb Rogal & Hobbs<br>(956)682-9423 FAX(956)687-1286<br>1400 N McColl Rd Suite 105<br>McAllen, TX 78501 | 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. |                                    |
|  | <b>INSURED</b><br>L & G Consulting Engineers Inc<br>dba L & G Engineering<br>2100 W Expressway 83<br>Mercedes, TX 78570   | <b>INSURERS AFFORDING COVERAGE</b> |
|  | INSURER A: <b>Fidelity &amp; Guaranty Insurance Compan</b>  | 35386                              |
|  | INSURER B: <b>Travelers Casualty &amp; Surety Co</b>  | 25658                              |
|  | INSURER C: <b>Ace American Insurance Company</b>  | 22667                              |
|  | 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 THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR ADD'L LTR | INSRD | TYPE OF INSURANCE   | POLICY NUMBER     | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS  |             |
|----------------|-------|---|-------------------|----------------------------------|-----------------------------------|---|-------------|
| A              |       | GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR<br>_____<br>_____<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | PACP2822L500TLC07 | 07/19/07                         | 07/19/08                          | EACH OCCURRENCE   | \$2,000,000 |
|                |       |   |                   |                                  |                                   | DAMAGE TO RENTED PREMISES (Ea occurrence)                                 | \$300,000   |
|                |       |   |                   |                                  |                                   | MED EXP (Any one person)  | \$5,000     |
|                |       |   |                   |                                  |                                   | PERSONAL & ADV INJURY   | \$2,000,000 |
|                |       |   |                   |                                  |                                   | GENERAL AGGREGATE   | \$4,000,000 |
|                |       |   |                   |                                  |                                   | PRODUCTS - COMP/OP AGG  | \$4,000,000 |
| A              |       | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS<br>_____<br>_____   | PACP2822L500TLC07 | 07/19/07                         | 07/19/08                          | COMBINED SINGLE LIMIT (Ea accident)                                       | \$1,000,000 |
|                |       |   |                   |                                  |                                   | BODILY INJURY (Per person)  | \$          |
|                |       |   |                   |                                  |                                   | BODILY INJURY (Per accident)  | \$          |
|                |       |   |                   |                                  |                                   | PROPERTY DAMAGE (Per accident)  | \$          |
|                |       | GARAGE LIABILITY<br><input type="checkbox"/> ANY AUTO   |                   |                                  |                                   | AUTO ONLY - EA ACCIDENT   | \$          |
|                |       |   |                   |                                  |                                   | OTHER THAN AUTO ONLY: EA ACC  | \$          |
|                |       |   |                   |                                  |                                   | AGG   | \$          |
|                |       | EXCESS/UMBRELLA LIABILITY<br><input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br>_____<br>_____<br>DEDUCTIBLE<br>RETENTION \$  |                   |                                  |                                   | EACH OCCURRENCE   | \$          |
|                |       |   |                   |                                  |                                   | AGGREGATE   | \$          |
|                |       |   |                   |                                  |                                   |   | \$          |
|                |       |   |                   |                                  |                                   |   | \$          |
| B              |       | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>If yes, describe under SPECIAL PROVISIONS below   | IACRUB2567B95507  | 07/23/07                         | 07/23/08                          | WC STATU-TORY LIMITS  | 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 |
| C              |       | OTHER <b>Professional</b>   | G2363384A001      | 07/20/07                         | 07/20/08                          | \$1,000,000 ea. claim<br>\$1,000,000 aggregate<br>\$15,000 ded. ea. claim |             |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

\*\* Supplemental Name \*\*  
 First Supplemental Name applies to all policies - L & G Consulting Engineers Inc

**CERTIFICATE HOLDER**

**CANCELLATION**

County of Hidalgo  
 100 E Cano  
 Edinburg, TX 78539

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE 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

*Brian E Lewis*

## IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

## DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**HIDALGO COUNTY**  
**Professional Engineering Services**  
**Contract # C-07-451-12-26**  
**Work Authorization Form**

**WORK AUTHORIZATION NO. I**

**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. d/b/a L & G Engineering**, professional engineers of Mercedes, Texas, hereinafter called "**Engineer**".

**PART I. SCOPE OF WORK**

The purpose of this Work Authorization is for the **Engineer** to provide Engineering Services required for the preparation of Schematics, Environmental Assessment, Public Involvement, ROW Mapping, Surveying, and Roadway Design for the reconstruction of FM 493 from Mile 10 to Mile 14.

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 **\$1,598,950.00**. 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 I** of the Agreement.

**PART 4. FUNDING**

This Work Authorization No. I shall be funded through funding source:

Account No. **7-1336-431-00-121-049-0-841**

Requisition Number **123580** (**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.


**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. 1,** Commissioner Sylvia S. Handy, as to content and detail of this **Work Authorization No. 1**


**HIDALGO COUNTY PRECINCT NO. 1**

BY:   
Sylvia S. Handy, Commissioner

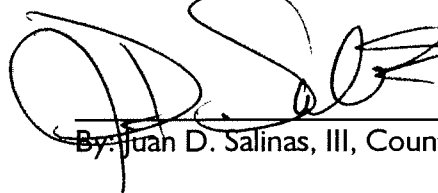
**PART 8. ACCEPTANCE AND APPROVAL**

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on \_\_\_\_\_ as indicated below and effective as of \_\_\_\_\_ day of \_\_\_\_\_, 2007.

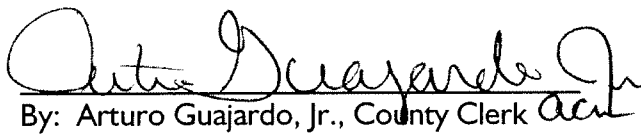
**THE ENGINEER:**

  
By: Jacinto Garza, P.E.

**THE OWNER:  
HIDALGO COUNTY**

  
By: Juan D. Salinas, III, County Judge

**ATTEST:**

  
By: Arturo Guajardo, Jr., County Clerk

**LIST OF ATTACHMENTS**

- EXHIBIT "A" - Service to be Provided by the Owner
- EXHIBIT "B" - Services to be Provided by the Engineer
- EXHIBIT "C" - Work Schedule
- EXHIBIT "D" - Cost Proposal

**EXHIBIT “A”**  
**SERVICES TO BE**  
**PROVIDED BY OWNER**

## EXHIBIT "A"

### Services to be provided by the OWNER

The following provides an outline of the services to be provided by the OWNER in the development of the Project.

The OWNER will provide to the ENGINEER the following:

- (1) Authorization to the ENGINEER to begin work in accordance with Section 3 of this Agreement.
- (2) Payment for work performed by the ENGINEER and accepted by the OWNER in accordance with Section 6 of the Agreement.
- (3) Assistance to the ENGINEER, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the ENGINEER cannot easily obtain.
- (4) Provide any available relevant data the OWNER may have on file concerning the project.
- (5) Provide timely review and decisions in response to the ENGINEER'S request for information and/or required submittals and deliverables, in order for the ENGINEER to maintain the agreed-upon work schedule prepared in accordance with Attachment "C" of this Agreement.
- (6) Attend and participate in progress meetings as required and as coordinated and conducted by the ENGINEER.
- (7) Assist the ENGINEER in the preparation of the project mailing list; provide representation, a site and stenographer for all public meetings; additionally:

#### *Public Meetings*

- (a) Approve agenda and all exhibits prior to public meeting.
  - (b) Approve date and location of the meeting.
  - (c) Review/approve Public Meeting Report.
- (8) Attend the Preliminary Concept Conference coordinated and conducted by the ENGINEER and more particularly identified in Attachment "B" of the Agreement.
  - (9) Assist the ENGINEER as required in the coordination with the USACE and the Federal Emergency Management Agency (FEMA) and any other coordinating agency or entity.
  - (10) Review and approve the Project design criteria.
  - (11) Review and approve change orders as required and prepared by the ENGINEER.

**EXHIBIT “B”**  
**SCOPE OF SERVICES**  
**TO BE PROVIDED BY ENGINEER**

## EXHIBIT "B"

### Services to be provided by the Engineer

#### PROJECT LIMITS:

- **FM 493: From Mile 10 North to Mile 14**

#### GENERAL SCOPE OF WORK:

The work to be performed by the Engineer under this Work Authorization shall consist of providing Engineering Services required for the preparation of Schematics, Environmental Assessment, Public Involvement, ROW Mapping, Surveying, Bridge and Roadway Design. The Engineer will prepare bid packages as identified in each Work Authorization for Plans, Specifications, and Estimates (PS&E) for the reconstruction of FM 493 From Mile 10 to Mile 14 in Segments, from an existing 40' rural roadway to a 5-lane curb & gutter roadway with a continuous left turn lane including all associated drainage, structures, and grading including Traffic Control, Signing & Striping, and Traffic Signal/Flashing Beacon Installations for the subject limits.

The work to be performed by the Engineer under Work Authorization No. 1 shall also include the review of the existing drainage patterns to determine if the proposed roadway can be designed utilizing the existing outfalls. The basis for this estimate is based on the premise that the existing outfalls located at the ROW line of FM 493 will be utilized. The Engineer will examine the proposed outfall locations and associated hydrologic and hydraulic conditions and determine the feasibility and practicality of using the existing outfalls or if new outfalls are needed. **This scope does not include designing outfalls outside of the existing ROW for FM 493.**

The **Engineer** will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Work Authorization, except as otherwise specified in Exhibit A, "Services to be Provided by the State".

#### **GENERAL SCOPE OF WORK:**

The Scope of Work for this Work Authorization will be identified as follows:

- *FC110 ~ Design Schematic Development*
- *FC120 ~ Social, Economic, and Environmental Studies, and Public Involvement*
- *FC130 ~ Existing Right-of-Way Determination*
- *FC150 ~ Design Surveys*
- *FC160 ~ Roadway Design*
- *FC161 ~ Hydrologic/Hydraulic Study*
- *FC162 ~ Signing, Pav't Marking, Signals*
- *FC163 ~ Irrigation Str., Estimate, Specs, Gen Notes, Misc*
- *FC164 ~ Contract Management*

### **FC 110 ~ DESIGN SCHEMATIC DEVELOPMENT**

After the existing centerline alignment is recovered and the proposed centerline is approved by TxDOT, the Engineer will develop a design schematic for submittal to TxDOT's Design Division.

#### Design Criteria

- The Engineer will prepare a Design Summary Report (DSR) to document the design criteria for the project and submit it to TxDOT for further processing.
- A Design Concept Conference (DCC) will be held to discuss and review the design criteria. The Engineer will prepare a Meeting Summary Report which will describe in detail the decisions made at the DCC and distribute it to everyone in attendance.
- The Engineer will prepare a preliminary construction cost estimate based on the results of the DCC and submit it to TxDOT.

#### Design Schematic

- The Engineer will develop a preliminary design schematic, based on the alignment previously selected, and submit to TxDOT for review.
- The Engineer will revise the schematic to incorporate TxDOT's comments and provide to TxDOT.
- A public meeting/hearing is not proposed for this project; however, a workshop/meeting with the City of Elsa is proposed and the Engineer will attend and will provide TxDOT with technical support.
- The Engineer will meet with TxDOT after the workshop/meeting to discuss modifications, if any, to the design schematic. The Engineer will incorporate the changes agreed upon, into the schematic and submit the revised schematic to TxDOT for further submittal to the Design Division and/or FHWA.
- After receiving approval of the design schematic from TxDOT, the Engineer will proceed with finalizing the design and complete the PS&E.
- This Scope does not include technical assistance for either a Public Meeting and/or Public Hearing.
- The Schematic details will be completed to the Districts identified checklist.

#### Drainage

- The Engineer will evaluate the adequacy of the existing outfalls and develop a Hydrologic Map for the project identifying if any outfalls are needed for the project. The Engineer will coordinate with the Hidalgo County Drainage District No. 1, the Irrigation Districts, and cities in the area.

#### Irrigation Structures

- The Engineer will define the horizontal layout of the irrigation system in place and draw on the schematic the basis for maintaining the irrigation system whole.

**FC 120 ~ ENVIRONMENTAL STUDIES, AND PUBLIC INVOLVEMENT**

The Engineer will conduct the necessary research and field investigations to prepare an Environmental Assessment document to obtain a Categorical Exclusion clearance for the project.

**Task I. Document Purpose and Need for the Project:** This section will include text and graphics illustrating the description, purpose and need, objectives of the project and the existing and proposed project design. This section will also provide a description of the issues eliminated from further study.

**Task II. Alternatives:** This section will include text and graphics illustrating the different alternatives considered prior to selecting the preferred. It will also describe the reasonable alternatives and those eliminated from further study.

**Task III. Affected Environment and Environmental Consequences:** For each of the following categories the necessary background and field reconnaissance will be performed to gather data necessary for the completion of the EA. This will assist in determining which issues should be eliminated from further study or studied in detail.

*Land Use and Socio-economic Impacts:* Pertinent social and economic issues will be addressed in the EA; a separate report will not be prepared. At this time, it is unknown if relocations will occur; however, the EA will address any relocations anticipated. No other impacts to land use, land planning or socio-economic issues are anticipated. A Section 4(f)/6(f) will not be prepared.

*Ecological Resources:* A characterization of the project's ecological resources, including wetlands, vegetation, prime farmland and wildlife habitat characteristics will be performed. Ecologically sensitive resources including protected species, if any, will be identified in order to assess potential effects of project construction and operation. Any presence or absence surveys for endangered species will not be conducted. The project will be assessed for compliance with the Nationwide Permit Program; however, a permit is not anticipated. Any permitting required will be conducted by TxDOT.

*Hazardous Materials:* A field screening and an internet data search for potential hazardous materials sites will be conducted. A Phase I Environmental Site Assessment for hazardous materials will not be conducted.

*Noise and Air Quality:* A noise analysis and air quality impacts will be assessed under this scope.

*Field Investigations:* Field visits to identify potential environmental constraints involving land use, ecological resources and potential hazardous material sites will be conducted.

*Graphics:* Report graphics will be prepared for the EA as needed to show the project location, typical sections and project area photographs. In addition, the project layouts/photographs will show those resources that are necessary to convey the project's impacts to the reviewers.

*Public Involvement* – A discussion will be provided regarding any public involvement which occurs on the project. The Engineer will assist the District in providing technical support for one workshop/meeting. No other public involvement activities will be done under this scope.

*Report Preparation and Submittal* – The Engineer will prepare an environmental document (EA) that complies with applicable procedures of the National Environmental Policy Act (EPA) and Federal Highway Administration Technical Advisory 6640.8A. The analysis will address the adverse and beneficial impacts of project construction and operation. Mitigation options will be emphasized where adverse impacts may potentially occur.

The Engineer will submit one draft copy of the report for review by the District. Color photographs and exhibits will be included in both the draft and final reports. All review comment responses will be provided in writing and a meeting will not be required to discuss review comments. The draft report will be revised to incorporate District's comments. Thirteen (13) sets of the revised report will be submitted for review by ENV. After ENV reviews the report, the document will be revised and eight (8) sets of the report will be submitted. Because this project would obtain a Categorical Exclusion, no other revisions will need to be made. Upon receiving a Categorical Exclusion, a CD which includes the document and exhibits will be provided to the District for their files.

*Coordination* – L&G will coordinate with the SWCA to conduct the Historical Resources Survey and report. TxDOT will coordinate with the appropriate resource agencies to obtain environment clearance for completion of project.

*Assumptions used to derive to proposed fee estimate and scope of services:*

- The Engineer will conduct field investigations in two field trips.
- The Engineer will attend the DCC and one workshop/meeting.
- All investigations will be conducted based on existing literature, field reconnaissance and aerial photographic interpretation.
- The draft EA will be submitted to TxDOT in less than 30 days after obtaining a preliminary schematic and/or receipt of data needed.

### **FC 120 ~ ENVIRONMENTAL STUDIES, AND PUBLIC INVOLVEMENT**

(SERVICES TO BE PROVIDED BY SWCA)

SWCA, Inc. will conduct the historic resource investigations for inclusion in this report and/or submittal to the Texas Historical Commission (THC).

The following tasks will be performed by SWCA on behalf of L&G Engineering for a proposed 6-mile road improvement project of Farm-to-Market (FM) 493 from Mile 10 Road to SH 107 in Hidalgo County, Texas. SWCA will identify, document, and record extant buildings, structures, and objects constructed 50 years prior to the letting date of the construction project or earlier within the project's Area of Potential Effect (APE). SWCA will then evaluate all identified resources for National Register of Historic Places (NRHP) eligibility. The scope of services and associated cost estimate are based on the assumption that the APE/survey area will extend 150 feet beyond the proposed right-of-way boundaries. It is additionally assumed that up to 100

historic resources may be located within the survey area, based on a cursory examination of the Edcouch USGS 7.5' quadrangle maps, and the fact that the project area travels through the center of the town of Elsa (established in 1927). The client shall provide SWCA with details of the proposed project, including a description of the existing roadway and an outline of the proposed roadway construction. This outline will include road improvements and landscape alterations such as the development of curbs, drainage systems, sidewalks, and ditches. The proposed scope of services is a reconnaissance-level identification and evaluation of non-archaeological historic-age resources, which includes a literature review, reconnaissance survey, and summary reconnaissance report.

### **Literature Review and Research Design**

SWCA will conduct a literature review of the project area and present a research design to TxDOT-Environmental Affairs Division (ENV), as described in ENV guidance procedures regarding historic resource surveys. This review includes the examination of files at THC to identify historic properties that have been previously listed in the NRHP, designated as Recorded Texas Historical Landmarks, and/or are included in the Texas Historic Sites Inventory or other available local historical surveys. SWCA will also check other available archival sources, such as historic maps or aerial photographs, to locate previously unidentified potential historic resources in the project's area of potential effect. A historic literature review will also be conducted to establish appropriate historical and cultural contexts for the project area. This information will be compiled along with a survey methodology as part of the research design that will be submitted to ENV and the Texas Historical Commission (THC) for a final determination of the APE and approval for the project to proceed.

### **Reconnaissance Survey**

Following completion of the preliminary research tasks, a SWCA architectural historian will carry out a reconnaissance field survey of the proposed alignment to identify and record historic buildings, structures, and objects within the project's APE. The historian will plot the location of each identified resource on a USGS (or similar) map, take photographs, obtain addresses, and gather physical data on the structure such as property type and subtype classifications, stylistic influences, construction dates, integrity issues and preliminary eligibility recommendations.

### **Summary Reconnaissance Report**

SWCA will provide L&G Engineering, Inc. with four copies of a summary reconnaissance report that will include the following:

- A letter report containing an overview of the results of the reconnaissance survey. The letter report will describe the findings of the reconnaissance survey and recommend the need, if any, to conduct further survey efforts. The letter report will have sufficient detail and clarity to provide a basis for making determinations of NRHP eligibility.
- Photographic documentation for each identified historic resource. At a minimum, this documentation will include an oblique view of the primary facade and a side elevation of each resource, with the subject filling the frame. All photographs will be 3.5" x 5" or 4" x 6" color prints. All photographs will be well-focused and clearly depict architectural and other

details relevant to an evaluation of the resource's character-defining features. Photographs will be attached to separately labeled pages that clearly identify project name, address (or location) of resource, and site ID number.

- An inventory of all identified resources provided in tabular form that lists their site ID numbers, locations, property and subtype classifications, stylistic influences, construction dates, integrity issues, and preliminary NRHP eligibility recommendations.
- A map or maps showing the location of each identified historic resource labeled with its appropriate site ID number. Outbuildings and landscape features will be reported as subsets of the main site ID number for a property. The project APE, major street names, and other directional landmarks will be clearly indicated on the map. Maps will be based on aerial photographs, USGS 7.5-minute quadrangle topographic maps, or similarly detailed maps.
- Proposed changes to the research design arising from the results of the reconnaissance survey, including contextual issues, comparative property information needs, data gaps, and other items necessary to finalize the evaluation and documentation phases of the project.

Draft copies of the report will be submitted to L&G Engineering for review and comment prior to submittal to ENV for their review. Once the draft has been reviewed, any appropriate edits will be made and a final report will be submitted to L&G Engineering and ENV.

**FC 130 ~ PRELIMINARY ROW DETERMINATION**

(SERVICES TO BE PROVIDED BY RODS SURVEYING)

**FM 493 FROM MILE 10 TO MILE 14**

**General**

1. The **Surveyor** will recover and or re-establish the existing Right-of-Way for the subject project.
2. The **Surveyor** shall monument the recovered ROW at all at all PCs, PTs, angle points, intersecting right-of-way lines of side streets, and 1000-foot stations after coordinating with the L&G Engineer. The **Surveyor** shall also monument all ROW corners.
3. **The Surveyor will submit a separate existing R.O.W. layout drawing (at scale of 1 inch = 100 feet), delineating the existing points recovered and all R.O.W. monuments that will be set before setting any points on the ground.** This map shall be utilized by L&G to attach it to the requests for the utility companies to adjust their lines prior to construction.
  - a. This map shall also contain the proposed centerline as set on the ground – **again do not set a centerline for construction until L&G Engineers have approved.**
  - b. Existing right-of-way lines will be delineated with appropriate bearings, distances, and curve data. The proposed centerline alignment will be delineated with appropriate bearings, distances, curve data and stationing. The existing ROW layout sheets stationing will be based on the proposed alignment. A north arrow will be shown on each sheet and, if possible, in the upper right hand corner.
  - c. Monumentation set or found will be shown and described as to material and size.
  - d. A station and offset based on the proposed alignment will be shown for all points set and/or recovered.
  - e. Intersecting streets will be shown and identified by name and right-of-way width.
  - f. Railroads will be shown and identified by name and right-of-way width.
  - g. A note will be included on each sheet stating the basis of bearings, coordinates, and datum used.
  - h. All existing right-of-way layout sheets shall be 11" x 17". The borders around these map sheets should ½" from the right side of the map, the top and the bottom. The border on the left side is 2". Scale of 1"=100'.

**FC 150 ~ DESIGN SURVEYING**

(SERVICES TO BE PROVIDED BY RODS SURVEYING)

**FM 493 FROM MILE 10 TO MILE 14**

A. Design Survey

1. **The Limit of the Design survey shall be 1000-ft before and after the limits of the project. Set horizontal and vertical control for FM 493 between Mile 10 and SH 107. The Basis for the H & V Control shall be the control previously established on FM 493 south of Mile 10.** Set benchmarks at max 1000-ft intervals. The BM's shall be #5 I.R. 2-ft in depth set in concrete. An H&V Book will be provided to the Engineer with 3-pt reference ties.

2. Field Topographic Survey - Verify accuracy of existing topographic information by checking coordinates of Horizontal control points and elevations of benchmarks previously established by TxDOT.
3. Update existing planimetric data with current information of any improvements and apparent changes in the topography since the original planimetric data was obtained as well as field tie all existing drainage structures, driveways, and pavement edges as well as all existing roadway centerline and roadside drainage ditch profiles.
4. Fill all existing planimetric mapping void areas along FM 493, data processing and CADD mapping (2d and 3d) update, (4.7 Miles including additional limits).
5. Field locate cross culverts, driveway culverts, inverts, irrigation lines, within the project limits, data processing and CADD mapping (2d and 3d) update.
6. Right of Entry, Right of Way Research, and Appraisal District Records is the responsibility of the surveyor.
- 6a. The surveyor shall recover and reestablish the existing centerline then coordinate with the Engineer to establish the existing centerline stationing based on the old stationing of the previous plans south of Mile 10.
7. Stake proposed centerline/baseline at 1000-foot stations, PC's and PT's as directed by Engineer. (No. 5 I.R. 2-ft long).—FOR CONSTRUCTION but not until the Engineer directs the surveyor to do so.
8. **The Surveyor shall also paint the proposed centerline on the proposed pavement. (500-ft stations and a tick mark at 100-ft stations ---12 inches long with approved paint by Engineer) before construction for the purpose of utility adjustments and project location.**
9. Extend topographic survey 500 feet to each side of the existing Right-of-Way on all the intersecting streets for the limit of the project except at the existing drain ditches, the survey shall be extended 500-ft east and west from the existing FM 493 ROW and the x-sections shall be 50-ft Lt and Rt from the ditch centerline plus tying in all topo.

#### B. Utilities

1. Coordinate with engineer to have all existing underground utilities marked by utility companies along FM 493 and intersecting streets. Field tie the marked locations and process the information to include in the planimetric CADD mapping files. Utility lines shall be properly labeled and placed in separate levels in accordance with TxDOT requirements.
2. Collect vertical information of all exposed (by utility companies) utilities that have been identified as possible conflicts by the Engineer and process as above.

#### C. Miscellaneous

1. Provide the engineer with a copy of all field books developed during this project. The field books shall supplement the graphical information submitted by the surveyor. Accurate sketches of the existing conditions of all irrigation and drainage structures that were tied down by the surveyor shall be included in the field books.

2. A horizontal and vertical control book shall be submitted to the engineer. This control book shall include the reference sketches to the BM's and Horizontal Control Points as well as describe the basis of the datum's used.

**FC 160 – DESIGN** (SERVICES TO BE PROVIDED BY L&G)

PS&E for the above work shall be prepared in accordance with the applicable requirements of TxDOT Specifications, Standards, and manuals (updated for revisions). Whenever possible, the Department's standard drawings, standard specifications, or previously approved special provisions and/or special specifications will be used. If a special provision and/or special specification must be developed for this project, it shall be in the Departmental format and, to the extent possible, incorporate references to approved Department test procedures.

The Engineer shall furnish three (3) final cross-section plots showing both the original terrain (modified) and the design cross-sections, showing the roadway template. The design cross-sections shall indicate the slope rate on the side slopes.

**FC 161 – DRAINAGE** (SERVICES TO BE PROVIDED BY L&G)

The Engineer will perform a Geopak Drainage generated drainage analysis for all drain systems which will also include contributing runoff from the Adjacent Properties. This drainage analysis will be prepared prior to detailed design of drainage structures and will contain drainage area map(s), hydraulic calculations and Thysys and/or HEC-RAS analysis for TxDOT to approve.

**FC 161 - STORM WATER POLLUTION PREVENTION PLAN (SW3P)**  
(SERVICES TO BE PROVIDED BY L&G)

The **ENGINEER** shall complete the plans adequately addressing a storm water pollution prevention plan for the entire project during all phases of construction. SW3P layouts shall be developed on the TCP plan sheets. SW3P plans shall **generally** include the following drawings:

- **Summary Sheet on TCP's**
- **Details & Standards**

The Engineer shall develop a project specific Storm Water Pollution Prevention Plan (SW3P) to comply with the Federal Regulations (40 CFR part 122) published in the Federal Register on Sept. 9, 1992.

**FC 162 - SIGNAL DESIGN**  
(SERVICES TO BE PROVIDED BY ETSI)

**PROJECT LIMITS:**

**FM 493: From Mile 10 North to MILE 14**

**GENERAL SCOPE OF WORK:**

**Project Understanding**

Ergonomic Transportation Solutions, Inc. (ETSI) will produce a complete set of Plans,

Specifications and Estimates (PS&E) that cover the installation of permanent signals along FM 493 at the following intersections:

FM 493 at Mile 10 1/2 – Existing signal will require major modifications, such as pole relocation and rewiring, new loop detector placement and controller relocation.

**TASK 1 – General Notes for Traffic Signal installation**

ETSI will setup the General Notes sheet(s) and prepare the general notes for the traffic signal design, as well as the signing, pavement marking and wheelchair ramp design at the above intersections.

**TASK 2 – Estimate and Quantities**

ETSI will prepare Basis of Estimate sheets with adequate number of columns to reflect the number of the above intersections and one column for the total quantities.

ETSI will calculate quantities and prepare cost estimates at 60%, 90% and 100% levels of completion.

**TASK 3 – Condition Diagram**

ETSI will setup the condition diagram sheets that would show the existing configuration of each intersection and other elements as required by TxDOT.

**TASK 4 – Proposed Signal Plan Layout**

ETSI will setup proposed signal layout sheets that would show the proposed geometry of the above intersections along with the basic elements of the signal design, such as location of signal poles, pedestrian poles, wheel chair ramps, cross walks and service pole locations.

ETSI with assistance from L&G Engineering will contact the local power company for electrical service requirements at each of the above interceptions.

ETSI will produce submittals for TxDOT's review at the 60%, 90% and 100% completion levels.

**TASK 5 – Signal Phasing and Timing**

Based on traffic counts furnished by TxDOT, ETSI will develop optimal phasing and timing charts for each of the AM peak, PM peak and Off-peak time periods, using appropriate software. The charts will be presented to TxDOT for review and approval before their incorporation into the plan sheets.

**TASK 6 – Standard Sheets List**

ETSI will prepare a list of standard sheets for the 60%, 90% and 100% submittals. ETSI will also prepare the drill shaft tables on the TSFD standard sheet as well as the shipping parts list on the SP/SMA standard sheet.

**TASK 7 –Specifications List and Cost Estimate**

ETSI will prepare a list with all pertinent specifications and special provisions as they relate to the above tasks. ETSI will also prepare cost estimates at the 60%, 90% and 100% submittals.

**TASK 8 – Electrical Schedules**

ETSI will prepare tables, depicting the electrical schedule for each signalized intersection. The electrical schedules will be shown on the same sheets with the loop detector schedules and phasing/timing tables.

**TASK 9 – Field Investigation and Meetings**

ETSI will conduct field investigations at the above intersection locations and record pertinent signal design information as well as identify potential design issues.

ETSI will participate in one project progress meeting with L&G/TxDOT.

**TASK 10 – Other services**

ETSI will provide tables with electrical service data for each of the services poles required at the above intersections.

Other services not covered in the above scope will be negotiated separately.

***ADDITIONAL SERVICES***

Additional services not covered in the above scope will be negotiated separately. In addition to the above intersections, ETSI will conduct field investigations at the intersection of FM 493 and Mile 10. From available photographs, it appears that no signal work will be necessary at this intersection. However, if during field investigations, it is determined that signal modifications are necessary, the effort required to prepare the signal modification plans will be negotiated separately.

It is also possible that temporary traffic signal plans may be necessary at the intersection of FM 493 with MILE 14, to control traffic during construction. The right of way at this intersection is limited and handling traffic during contraction may require interim traffic signals. After development of the traffic control plans, ETSI will investigate the need for temporary traffic signals and the effort required to prepare temporary signal plans will be negotiated separately.

**FC 162 - SIGNAL DESIGN**

(SERVICES TO BE PROVIDED BY L&G)

L&G shall furnish ETSI hard copies and electronic versions of the existing topographic data as well as the proposed geometric design with all related reference files.

L&G will be responsible for contacting all utility companies present at the above intersections and furnish such information to ETSI. ETSI will assist L&G in identifying and resolving utility conflicts as required by L&G.

L&G shall also provide coordination and communication for the progress of the signal design work among all parties involved.

**FC 162 – PAVEMENT MARKING AND MARKER LAYOUTS**

(SERVICES TO BE PROVIDED BY L&G)

**TASK 1 – Plan Layouts (1"=100')**

L&G will produce a complete set of Plans, Specifications and Estimates (PS&E) that cover the pavement marking and markers along FM 493 and all cross street approaches for the length shown in the plan and profile layouts. Work will include design of ADA compliant wheelchair ramps that line up with the proposed crosswalks and signal pole locations. L&G will coordinate signal pole placement with cross walks and wheel chair ramps. L&G will prepare pavement marking details for the following cross streets:

- FM 493 at Mile 10 ½ - Pavement markings for transition to existing roadway.
- FM 493 at Mile 11 - Pavement markings for transition to existing roadway.
- FM 493 at Mile 11 ½ - Pavement markings for transition to existing roadway.
- FM 493 at Mile 12 - Pavement markings for transition to existing roadway.
- FM 493 at Mile 12 ½ - Pavement markings for transition to existing roadway.
- FM 493 at Mile 13 - Pavement markings for transition to existing roadway.
- FM 493 at Mile 13 ½ - Pavement markings for transition to existing roadway.
- FM 493 at Mile 14 - Pavement markings for transition to existing roadway.

**TASK 2 – Estimate and Quantities**

L&G will prepare a summary of pavement marking and marker quantities (Basis of Estimate sheet) with adequate number of columns to reflect the types of markings to be installed by each payout sheet and one column for the total quantities.

L&G will calculate quantities at 60%, 90% and 100% levels of completion.

**TASK 3 – Standard Sheets List**

L&G will calculate quantities at 60%, 90% and 100% levels of completion.

**TASK 4 – Specifications List and Cost Estimate**

L&G will prepare a list with all pertinent specifications and special provisions as they relate to the above tasks. L&G will also prepare cost estimates at the 60%, 90% and 100% submittals.

**FC 162 – SIGNING AND DELINEATION LAYOUTS**

(SERVICES TO BE PROVIDED BY L&G)

**TASK 1 – Plan Layouts (1"=100')**

L&G will produce a complete set of Plans, Specifications and Estimates (PS&E) that cover the signing and delineation along FM 493 and all cross street approaches for the length shown in the

plan and profile layouts. The work will include design of flashing beacons near the School. The plans will show the following:

- Existing signs to remain in place
- Existing signs to be removed
- Proposed new signs
- Proposed new delineators and object markers.

L&G will prepare signing and delineation plans for all major cross streets.

### **TASK 2 – Summary of Small Signs**

L&G will prepare a summary of small signs sheets along with a descriptive codes sheet. (Basis of Estimate sheet).

L&G will calculate quantities at 60%, 90% and 100% levels of completion.

### **TASK 3 – Standard Sheets List**

L&G will calculate quantities at 60%, 90% and 100% levels of completion.

### **TASK 4 – Specifications List and Cost Estimate**

L&G will prepare a list with all pertinent specifications and special provisions as they relate to the above tasks. L&G will also prepare cost estimates at the 60%, 90% and 100% submittals.

### **FC 163 - IRRIGATION SIPHONS AND CANALS**

(SERVICES TO BE PROVIDED BY L&G)

The ENGINEER shall coordinate with the Irrigation District(s) and prepare all necessary drawings needed for maintaining the functionality of irrigation districts irrigation lines.

### **FC 163: TRAFFIC CONTROL**

(SERVICES TO BE PROVIDED BY L&G)

The Engineer shall determine the project construction sequence and design a traffic control plan based upon the Texas MUTCD and the latest district traffic control design requirements. This shall include field investigations into such items as any Drainage Structures, utilities, R.O.W. restrictions, adjacent properties and cross street access, and other items which may ultimately affect the safe handling of traffic during the construction sequence.

The engineer shall meet with the Pharr District personnel early in the project design as soon as a construction sequence is developed. The construction sequence shall be updated periodically as the design progresses.

The engineer shall prepare drawings for each phase, based upon the agreed sequence of construction. The drawings shall indicate traffic lanes versus work zones per phase, including all required detours. Consideration shall be given to the use of temporary traffic control signals and, if needed, how to utilize and coordinate with the various phases. The drawings will be used by the District to obtain final concept approval of the TCP from the District Traffic Control Review

Committee. Based on the results of the safety review team meeting, the detailed Traffic Control PS&E will be completed.

**FC 163: UTILITIES**

(SERVICES TO BE PROVIDED BY L&G)

The Engineer shall coordinate the utilities as follows: (L&G will conduct two utility meetings with the owners at the District Office or at L&G's office)

- A. Determine the ownership of the existing utilities on the subject project.
- B. Contact the utility owners and locate (horizontally and vertically) existing utilities on the ground.
- C. Evaluate utility conflicts with proposed construction. Prepare and submit drawings to the City, Utility Companies and copies to TxDOT, for required utility adjustment. The following information will be submitted for each required utility adjustment.
  1. A reproducible drawing 8-1/2" x 11", 11" x 17", or 22" x 34" (as appropriate) for each utility adjustment
  2. Drawing will include the following:
    - a) Existing and/or proposed R.O.W lines.
    - b) Existing and/or proposed roadways.
    - c) Proposed drainage structure
    - d) Existing underground utility in plan and profile.
    - e) Owner of utility.
    - f) Benchmark
  3. Provide copies to TxDOT of correspondence with utility companies and cities. If initial contact was made by phone, provide name of company and representative's name and telephone number.
  4. Prepare a detailed list to TxDOT of all conflicts with existing utilities during the drainage structure design phase. List must include the following:
    - a) Highway station number.
    - b) Name of utility company and type of facility.
    - c) Proposed highway facility - the conflict with: storm sewer, roadway, drainage ditch, drill shaft, etc.
  4. The Engineer shall be responsible for notifying all utility owners, early in the design phase, regarding any utility adjustments.
  5. Utility agreements to be developed by consultant, sent by consultant to companies and coordinate with them.

**FC 164 – CONTRACT MANAGEMENT**

(SERVICES TO BE PROVIDED BY L&G)

The Engineer will be required to meet with designated TxDOT representatives on a regularly scheduled basis to report on progress. A typewritten progress report will be required, together with evidence of the work accomplished during the period since the previous report. A bar chart indicating the percentage of completion of each task shown on Attachment "C" will also be required. Formal progress reports with bar charts will be required on a monthly basis.

The Engineer will establish a separate cost accounting system for each control-section-job (C-S-J) number to properly allocate all labor and expenses incurred. The Engineer shall invoice monthly according to Function Code breakdowns.

**EXHIBIT “C”**  
**WORK SCHEDULE**

| TASK AND DESCRIPTION                                      | FIRM  | 2009 |     |     |     |     |     |     |     |  |  |
|---|-------|------|-----|-----|-----|-----|-----|-----|-----|--|--|
|   |       | JUN  | JUL | AUG | SEP | OCT | NOV | DEC | JAN |  |  |
| <b>WORK AUTHORIZATION NO. 1</b>                           |       |      |     |     |     |     |     |     |     |  |  |
| <b>Entire Length of Project</b>                           |       |      |     |     |     |     |     |     |     |  |  |
| <b>PROJECT PLANNING</b>                                   |       |      |     |     |     |     |     |     |     |  |  |
| Obtain Right of Entry (SURVEYING)                         | RODS  |      |     |     |     |     |     |     |     |  |  |
| Update Planimetric and DTM files                          | RODS  |      |     |     |     |     |     |     |     |  |  |
| <b>DESIGN SURVEYS</b>                                     |       |      |     |     |     |     |     |     |     |  |  |
| <b>EXISTING RIGHT-OF-WAY LAYOUT</b>                       |       |      |     |     |     |     |     |     |     |  |  |
| ☐ meetings - w/ Hidalgo County Drainage District No. 1    | L&G   |      |     |     |     |     |     |     |     |  |  |
| ☐ meetings w/ City of Donna                               | L&G   |      |     |     |     |     |     |     |     |  |  |
| ☐ meetings - w/ Precinct No.1                             | L&G   |      |     |     |     |     |     |     |     |  |  |
| Hydrologic Map  | L&G   |      |     |     |     |     |     |     |     |  |  |
| Utility Coordination                                      | L&G   |      |     |     |     |     |     |     |     |  |  |
| Coordination with TXDOT AND COUNTY                        | L&G   |      |     |     |     |     |     |     |     |  |  |
| Coordination with 2 Irrigation Districts                  | L&G   |      |     |     |     |     |     |     |     |  |  |
| <b>Schematic &amp; Environmental Document Development</b> |       |      |     |     |     |     |     |     |     |  |  |
| Develop Schematic with outfalls                           | L&G   |      |     |     |     |     |     |     |     |  |  |
| Meet w/TxDOT and revise schematic as per comments         | L&G   |      |     |     |     |     |     |     |     |  |  |
| TXDOT and COUNTY approves Schematic                       | TXDC  |      |     |     |     |     |     |     |     |  |  |
| Draft Environmental Document, Field Visits, etc           | L&G   |      |     |     |     |     |     |     |     |  |  |
| Submit Draft EA   | L&G   |      |     |     |     |     |     |     |     |  |  |
| District Review/Revisions                                 | TXDC  |      |     |     |     |     |     |     |     |  |  |
| ENV Review/Revisions                                      | TXDC  |      |     |     |     |     |     |     |     |  |  |
| Revisions as per ENV comments                             | L&G   |      |     |     |     |     |     |     |     |  |  |
| Agency Coordination                                       | TXDC  |      |     |     |     |     |     |     |     |  |  |
| Categorical Exclusion Clearance                           | TXDC  |      |     |     |     |     |     |     |     |  |  |
| <b>PS&amp;E DEVELOPMENT FROM: MILE 10 TO MILE 14</b>      |       |      |     |     |     |     |     |     |     |  |  |
| TXDOT AND COUNTY REVIEW OF OUTFALL LOCATIONS              | L&G   |      |     |     |     |     |     |     |     |  |  |
| COMPLETE INTERSECTION LAYOUTS                             | L&G   |      |     |     |     |     |     |     |     |  |  |
| DESIGN HYDRAULIC STRUCTURES OUTFALLS, ETC                 | L&G   |      |     |     |     |     |     |     |     |  |  |
| DESIGN STORM DRAIN SYSTEM                                 | L&G   |      |     |     |     |     |     |     |     |  |  |
| DESIGN ROADWAY  | L&G   |      |     |     |     |     |     |     |     |  |  |
| SIGNING, PAV'T MARKINGS AND SIGNALS                       | L&G/E |      |     |     |     |     |     |     |     |  |  |
| TXDOT REVIEW PLAN SUBMITTAL AND LET PROJECT               | TXDC  |      |     |     |     |     |     |     |     |  |  |
| <b>TXDOT COMPLETES ROW MAP</b>                            |       |      |     |     |     |     |     |     |     |  |  |



**EXHIBIT "D"**  
**FEE SCHEDULE**

**EXHIBIT "D" FEE SCHEDULE**  
**ENGINEERING BUDGET ESTIMATE AND FEE FOR FM 493 NORTH PROJECT**

|   |                             |                  |
|---|-----------------------------|------------------|
| ROADWAY PROJECT ENTIRE LENGTH.....  | FM 493: Mile 10 to SH 107   |                  |
| LIMITS: Segment 1 .....   | Mile 10 North to Mile 14    |                  |
| LIMITS: Segment 2 .....   | Mile 14 North to SH 107     |                  |
| EXISTING ROADWAY SECTION: .....   | 40' - Rural                 |                  |
| EXISTING ROW WIDTH: .....   | variable 80' - Rural        |                  |
| PROPOSED ROADWAY SECTION: .....   | 64'-84' F-F max Urban + aux |                  |
| PROPOSED ROW WIDTH: .....   | 120' max                    |                  |
| ESTIMATED CONSTRUCTION COST for Segment 1...(3.5 Mil/mi).....                         | \$14,000,000.00             |                  |
| EST CONSTRUCTION COST for Segment 2 plus Bridge...(3.5 Mil/mi plus 500K).....         | \$9,250,000.00              |                  |
| ESTIMATED TOTAL CONSTRUCTION COST for Segment 1 & 2.....                              | \$23,250,000.00             |                  |
| LENGTH: .....   | 6.5 Miles                   |                  |
| <b>ESTIMATED PROJECT COSTS</b>  | <b>STATE</b>                | <b>LOCAL</b>     |
| TOTAL ROADWAY CONSTRUCTION COST   | \$23,250,000.00             | \$ -             |
| <b>WORK AUTHORIZATION NO. 1</b>   |                             |                  |
| PHASE IA - PLANNING & DESIGN FOR SEGMENT 1&2  |                             |                  |
| Schematic   |                             | \$ 292,950.00    |
| L&G Survey Work   |                             | \$ 25,000.00     |
| H&V Control   |                             | \$ 18,000.00     |
| Establish Existing ROW  |                             | \$ 73,500.00     |
| Design Surveys including outfalls   |                             | \$ 83,500.00     |
| Environmental Assessment & PI Support and Hist and Archeological                      |                             | \$ 90,000.00     |
| PHASE IB - DESIGN FOR SEGMENT 1   |                             |                  |
| PS&E Development  |                             | \$ 980,000.00    |
| Construction Management   |                             | \$ 36,000.00     |
| <b>WORK AUTHORIZATION NO. 2</b>   |                             |                  |
| PHASE IC - DESIGN FOR SEGMENT 2   |                             |                  |
| PS&E Development  |                             | \$ 647,500.00    |
| Bridge Design   |                             | \$ -             |
| Bridge Scour Report for TxDOT   |                             | \$ 15,000.00     |
| Bridge Layout for TxDOT   |                             | \$ 25,000.00     |
| Construction Management   |                             | \$ 36,000.00     |
| <b>NEW CONTRACT OR COUNTY COMPLETES WORK</b>  |                             |                  |
| PHASE II - ESTIMATED RIGHT OF WAY COSTS FOR SEGMENT 1 & 2                             |                             |                  |
| ROW Mapping & Field Surveying (based on 130 parcels)                                  | \$ 286,000.00               |                  |
| Compensible Utilities   | \$ 500,000.00               | \$ -             |
| Roadway Right-of-Way Costs - 576000 sqft @ \$4.00 average/sq ft                       | \$ 934,187.00               | \$ -             |
| Roadway Right-of-Way Costs - Acq.Services @ (est. 130 Parcels @ \$10,000/Parcel Avg.) |                             | \$ 1,300,000.00  |
| PHASE III - CONSTRUCTION FOR SEGMENT 1 & 2  |                             |                  |
| TxDOT Construction Inspection   | \$ 2,557,500.00             |                  |
| <b>SUB-TOTAL WORK AUTHORIZATION NO. 1</b>   |                             | \$ 1,598,950.00  |
| <b>SUB-TOTAL WORK AUTHORIZATION NO. 2</b>   |                             | \$ 723,500.00    |
| <b>ESTIMATED SUB-TOTAL PHASE II</b>   |                             | \$1,720,187.00   |
| <b>ESTIMATED PHASE III plus Const. Cost</b>   |                             | \$25,807,500.00  |
| <b>TOTAL PROJECT COST</b>   |                             | \$ 31,150,137.00 |

**L&G Engineering Proposed Engineering Fee for Work Authorization No. 1 (% is for info purposes)**

**SPECIAL SERVICES**

|   |                                     |               |               |
|---|-------------------------------------|---------------|---------------|
| L&G Surveys                               | 0.108% of Total Const. Cost         | \$ 25,000.00  |               |
| RODS Surveys                              | 0.753% of Total Const. Cost         | \$ 175,000.00 |               |
| L&G TXDOT Schematic                       | 1.260% of Total Const. Cost         | \$ 292,950.00 |               |
| L&G Environ Assessment & Public Involment | 0.387% of Total Const. Cost         | \$ 90,000.00  |               |
| L&G Construction Management with TXDOT    | 0.257% of Const. Cost for Segment 1 | \$ 36,000.00  |               |
| <b>SUB-TOTAL</b>                          |                                     |               | \$ 618,950.00 |

**BASIC SERVICES**

|                          |                                     |               |               |
|--------------------------|-------------------------------------|---------------|---------------|
| L&G PS&E Engineering Fee | 7.000% of Const. Cost for Segment 1 | \$ 980,000.00 |               |
| <b>SUB-TOTAL</b>         |                                     |               | \$ 980,000.00 |

**Proposed maximum amount payable under the Work Authorization #/ \$ 1,598,950.00**

**L & G Consulting Engineers Inc**  
**2100 W. Expressway 83**  
**Mercedes, TX 78570**  
**(956) 565-9813 Fax (956) 565-9018**

**INVOICE #: 11322946**  
**INVOICE DATE: 02/28/09**

**BILL TO: 34**

Hidalgo County Pct. #1  
 902 Joe Stephens  
 Weslaco, TX 78596

**JOB: 071401**

FM 493  
 c/o Hidalgo County  
 100 E. Cano  
 Edinburg, TX 78539

Contract #C-07-451-00-00 *C-07-451-12-26*  
 PO#596375/R233

| DESCRIPTION   | CONTRACT            | PREVIOUS APPLICATIONS | CURRENT COMPLETED | TOTAL COMPLETED     | % COMPL     | BALANCE TO FINISH |
|---|---------------------|-----------------------|-------------------|---------------------|-------------|-------------------|
| <b>Engineering services for the month of February 2009.</b> |                     |                       |                   |                     |             |                   |
| 11006-Design Schem  | 272,500.00          | 258,875.00            |                   | 258,875.00          | 95.0        | 13,625.00         |
| 12001-EA Fieldwork  | 10,000.00           | 10,000.00             |                   | 10,000.00           | 100.0       |                   |
| 12002-EA Documents  | 57,000.00           | 51,300.00             |                   | 51,300.00           | 90.0        | 5,700.00          |
| 12003-Public Invmt  | 3,000.00            | 3,000.00              |                   | 3,000.00            | 100.0       |                   |
| 12004-Cul Resc  | 20,000.00           | 4,880.37              | 841.50            | 5,721.87            | 28.6        | 14,278.13         |
| 12030-Public Invmt  | 20,450.00           | 12,702.50             |                   | 12,702.50           | 62.1        | 7,747.50          |
| 13010-Pre1-ROW Map/S  | 35,000.00           | 35,000.00             |                   | 35,000.00           | 100.0       |                   |
| 15001-Surv.Plans&Des  | 25,000.00           | 23,750.00             |                   | 23,750.00           | 95.0        | 1,250.00          |
| 15010-Surv.Plan/Sub   | 105,000.00          | 105,000.00            |                   | 105,000.00          | 100.0       |                   |
| 15070-H&V Control/Su  | 35,200.00           | 35,200.00             |                   | 35,200.00           | 100.0       |                   |
| 16001-Rdwy Design   | 252,000.00          | 126,000.00            |                   | 126,000.00          | 50.0        | 126,000.00        |
| 16100-Drainage  | 168,000.00          | 92,400.00             |                   | 92,400.00           | 55.0        | 75,600.00         |
| 16200-Pavt Mrk & Sig  | 84,000.00           | 42,000.00             |                   | 42,000.00           | 50.0        | 42,000.00         |
| 16240-Signal Design   | 40,000.00           |                       |                   |                     | 0.0         | 40,000.00         |
| 16302-Traf Cntrl Pln  | 84,000.00           | 42,000.00             |                   | 42,000.00           | 50.0        | 42,000.00         |
| 16304-Irrigation  | 84,000.00           | 31,080.00             |                   | 31,080.00           | 37.0        | 52,920.00         |
| 16307-Utilities   | 168,000.00          | 100,800.00            |                   | 100,800.00          | 60.0        | 67,200.00         |
| 16400-Contract Mgmt   | 100,000.00          | 60,000.00             |                   | 60,000.00           | 60.0        | 40,000.00         |
| 32000-Const. Mgnmt  | 35,800.00           |                       |                   |                     | 0.0         | 35,800.00         |
| <b>TOTALS:</b>  | <b>1,598,950.00</b> | <b>1,033,987.87</b>   | <b>841.50</b>     | <b>1,034,829.37</b> | <b>64.7</b> | <b>564,120.63</b> |

ORIGINAL CONTRACT SUM \$ 1,598,950.00  
 CHANGE BY CHANGE ORDER \$ 0.00  
 CONTRACT SUM TO DATE \$ 1,598,950.00  
 TOTAL COMPLETED TO DATE \$ 1,034,829.37  
 LESS PREVIOUS INVOICES \$ 1,033,987.87

*Angela R.*  
 PROJECT MANAGER'S SIGNATURE

CURRENT PAYMENT DUE \$ 841.50

*NA*  
 9-1336-431-00-121-049-0-841  
 596375

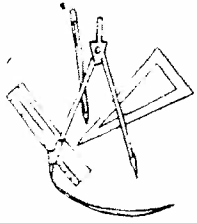
**INVOICE RECEIVED BY**  
*Nof Montan* on 3/3/09  
**GOODS/SERVICES RECEIVED BY:**  
*Nof Montan* on 3/3/09

*mmj*

# L&G Engineering

Transportation Consultants

March 2, 2009



Hon. Sylvia Handy  
Hidalgo County Commissioner, Pct. #1  
1902 Joe Stevens  
Weslaco, Tx 78596

**RE: FM 493**

Dear Commissioner Handy:

Attached for your approval is our invoice for services rendered during the month of February 2009. The following is attached:

- L & G's Invoice & Subconsultant Invoice (when applicable)
- Exhibit C "Project Schedule"

| TASK  |      | %<br>COMPL |
|---|------|------------|
| <b>FC 110 - DESIGN SCHEMATICS</b>   |      |            |
| L&G has revised the schematic/matrix based on TxDOT comments and new utility information. A Public Meeting was held on September 16 <sup>th</sup> . We have revised the final schematic based on comments received at the public meeting and submitted the revised final schematic to TxDOT for approval. | L&G  | 95%        |
| <b>FC 120 - ENVIRONMENTAL FIELD WORK</b>  |      |            |
| This task is complete.  | L&G  | 100%       |
| <b>FC 120 - ENVIRONMENTAL DOCUMENTS</b>   |      |            |
| Comments were received from TxDOT and the revisions were made and the 13 sets of the EA were delivered to TxDOT on November 12, 2008.   | L&G  | 90%        |
| <b>FC 120 - PUBLIC INVOLVEMENT</b>  |      |            |
| This task is complete.  | L&G  | 100%       |
| <b>FC 120 - CULTURAL RESOURCES</b>  |      |            |
| L&G is still working on obtaining ROE for the surveys to begin. The historical report and field work has begun and have obtained the permits for archeological surveys.   | L&G  | 28.6%      |
| <b>FC 120 - PUBLIC INVOLVEMENT (OUTSOURCED)</b>   |      |            |
| No activities occurred this month.  | L&G  | 62%        |
| <b>FC 130 - PRELIMINARY RIGHT-OF-WAY MAPPING</b>  |      |            |
| This task is complete.  | RODS | 100%       |
| <b>FC 150 - SURVEY PLANS AND DESIGN</b>   |      |            |
| L&G has managed contract development with RODS. We continue to review all work submitted by surveyor. Surveyor has submitted survey, along with preliminary survey control index sheets.  | L&G  | 95%        |
| <b>FC 150 - SURVEY PLANS AND DESIGN/SUB</b>   |      |            |
| This task is complete.  | RODS | 100%       |

Page 2

|   |      |      |
|---|------|------|
| <b>FC 150 - SUBMITTALS &amp; VERIFICATION CONTROL</b>   |      |      |
| This task is complete.  | RODS | 100% |
| Typical sections for an 84' roadway have been developed. Intersection layouts are being finalized. We continue to adjust profile and centerline and are finalizing the design cross sections and earthwork.   | L&G  | 50%  |
| <b>FC 151 - DRAINAGE</b>  |      |      |
| We are evaluating each proposed outfall. We continue to develop the storm drain and layout storage and discharge curves for the outfalls.   | L&G  | 55%  |
| <b>FC 162 - PAVEMENT MARKING AND SIGNING</b>  |      |      |
| Preliminary pavement markings have been laid out on the schematic. Intersection stationing is being coordinated by TxDOT. Revisions have been made to the striping based on correct schematic. Plan sheets are being cut.   | L&G  | 50%  |
| <b>FC 162 - SIGNAL DESIGN/SUB</b>   |      |      |
| This task has not begun.  |      | 0%   |
| <b>FC 163 - TRAFFIC CONTROL PLAN</b>  |      |      |
| We have completed the TCP typical sections. A preliminary "Sequence of Construction" and "TCP General Notes" have been created. An overall TCP plan with TCP sheets is being completed for review.  | L&G  | 50%  |
| <b>FC 163 - IRRIGATION</b>  |      |      |
| All irrigation crossings have been identified and existing conditions are being drafted. Coordination with the Donna Irrigation District is ongoing. Additional information needed is being obtained from existing project plans. Existing structure details are being verified.  | L&G  | 37%  |
| <b>FC 163 - UTILITIES</b>   |      |      |
| Major compensable utilities have been identified and adjustment costs have been analyzed and incorporated into the project. Initial letters have been sent to all utilities found within project limits. We are coordinating with North Alamo Water Supply Corp. and Texas Gas on major compensable items. Parallel gas line has been exposed and tied down in the field. We are identifying possible conflict locations to be exposed by the utility companies. Additional utility letters along with preliminary sheets have been sent to all utility companies for comments and mark-up. Some comments have been received. | L&G  | 60%  |
| <b>FC 164 - CONTRACT MANAGEMENT</b>   |      |      |
| L&G continues to coordinate and manage the work required and is providing County with updates. Preliminary TCP and cross-sections have been submitted to TxDOT  | L&G  | 60%  |
| <b>FC 320 - CONSTRUCTION MANAGEMENT</b>   |      |      |
| This task has not begun.  | L&G  | 0%   |

Should you have any questions regarding this submittal, please do not hesitate to call me at (956) 565-9813.

Sincerely,



Armando J. Sandoval, P.E.  
Project Manager

Attachment



AI-14347

8.E.

**Requesting for Approval of Invoices for AGADC on the Renovations of Old Adm. Building  
CC CONSENT**

Date: 03/09/2009  
Submitted By: Rocio Villarreal, PURCHASING DEPT.  
Submitted For: Rocio Villarreal  
Department: PURCHASING DEPT.  
Agenda Category: Purchasing Department

Information

CAPTION

1. Presentation for discussion, consideration, acceptance, and approval of payment of Invoice No. 11 in the amount of \$58,125.00 from Alcocer Garcia Associates Design Consulting, contracted architect for the, "Remodel of Existing Old Administration Building (1st & 2nd floors)". C-08-131-08-07
2. Presentation for discussion, consideration, acceptance, and approval of payment of Invoice No. 2 (Change in Services) in the amount of \$1,844.32 from Alcocer Garcia Associates Design Consulting, contracted architect for the, "Remodel of Existing Old Administration Building."

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #: 9-1336-419-00-115-073-0-452  
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
 BUDGETARY IMPACT:  
 PO# 609342 has \$75,000.00 available as of 3/5/09 to pay pending invoices.

Attachments

Link: [Invoices](#)

Form Routing/Status

| Route Seq                         | Inbox                 | Approved By    | Date                            | Status |
|-----------------------------------|-----------------------|----------------|---------------------------------|--------|
| 1                                 | Purchasing Department | Marty Salazar  | 03/04/2009 12:27 PM             | APRV   |
| 2                                 | Budget & Management   | Veronica Lopez | 03/04/2009 01:58 PM             | APRV   |
| 3                                 | Dale Kennan           | Dale Kennan    | 03/05/2009 11:28 AM             | APRV   |
| 4                                 | Auditor's Office      |                | 03/06/2009 08:42 AM             | PEND   |
| Form Started By: Rocio Villarreal |                       |                | Started On: 03/03/2009 04:34 PM |        |
| Final Approval Date: 03/06/2009   |                       |                |                                 |        |

**INVOICE FOR SERVICES**

INVOICE NUMBER : **ELEVEN**

P.O. No.: 609342  
CONTRACT NO.: C-08-131-08-07

DATE: FEBRUARY 27, 2009

PROJECT: REMODEL OF EXISTING OLD ADMINISTRATION BUILDING (1<sup>ST</sup> & 2<sup>ND</sup> FLOORS )  
100 E. CANO ST., EDINBURG, TEXAS

TO: HONORABLE JUAN D. SALINAS, III , COUNTY JUDGE  
100 E. CANO ST.  
EDINBURG, TEXAS 78539

---

AS PER THE OWNER-ARCHITECT AGREEMENT DATED JULY 11,2008

CURRENT ESTIMATED CONSTRUCTION COST \$ 3,500,000.00  
ESTIMATED FEE: \$ 3,500,000.00 x 7.5% = 262,500.00 (TO BE ADJUSTED AFTER AWARD OF  
CONSTRUCTION CONTRACT)

FEE BREAKDOWN :

|  |                   |                          |
|--|-------------------|--------------------------|
| SCHEMATIC DESIGN PHASE (10%).....              | \$ 26,250.00      | (\$ 18,750.00 PD)        |
| DESIGN DEVELOPMENT PHASE (10%) .....           | 26,250.00         | (\$ 18,750.00 PD)        |
| <b>CONSTRUCTION DOCUMENTS PHASE (50%).....</b> | <b>131,250.00</b> | <b>(\$ 75,000.00 PD)</b> |
| BIDDING PHASE (5%).....                        | 13,125.00         |                          |
| CONSTRUCTION PHASE (25%) .....                 | 65,625.00         |                          |

THIS INVOICE FOR:

|   |                   |
|---|-------------------|
| SCHEMATIC DESIGN PHASE COMPLETE.....            | \$ 26,250.00      |
| DESIGN DEVELOPMENT PHASE COMPLETE.....          | 26,250.00         |
| CONSTRUCTION DOCUMENTS PHASE 90% COMPLETE... .. | <u>118,125.00</u> |
| TOTAL COMPLETE. \$                              | 170,625.00        |
| LESS PAID TO-DATE.....                          | <u>112,500.00</u> |
| <b>DUE THIS INVOICE...\$</b>                    | <b>58,125.00</b>  |

PLEASE REMIT PAYMENT TO  
ALCÓCER GARCIA ASSOCIATES DESIGN CONSULTING  
1333 E. JASMINE AVENUE  
MCALLEN, TEXAS 78501  
EIN: 74-2919292

THANK YOU,  
AGADC

  
George A. Garcia

cc: Hidalgo County Purchasing Dept.

**INVOICE FOR SERVICES**

INVOICE NUMBER : **TWO - CHANGE IN SERVICES**  
(NOT PART OF BASIC SERVICES)

DATE: FEBRUARY 26, 2009

PROJECT: REMODEL OF EXISTING OLD ADMINISTRATION BUILDING  
100 E. CANO ST., EDINBURG, TEXAS

TO: HONORABLE JUAN D. SALINAS, III , COUNTY JUDGE  
100 E. CANO ST.  
EDINBURG, TEXAS 78539

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AS PER THE OWNER-ARCHITECT AGREEMENT DATED JULY 11,2008

THIS INVOICE FOR: ASBESTOS ABATEMENT SPECIFICATIONS FOR 1<sup>ST</sup> & 2<sup>ND</sup> FLOORS  
APPROVED BY COMMISSIONER'S COURT 9-23-08.

RABA-KISTNER REPORT.....\$ 1,650.00  
5 COPIES OF REPORT FOR COUNTY USE..... 35.75  
DIRECT COST.....\$ 1,685.75  
+ 10%..... 158.57  
TOTAL DUE..... \$ 1,844.32

(COPIES OF INVOICES ATTACHED)

PLEASE REMIT PAYMENT TO  
ALCÓCER GARCIA ASSOCIATES DESIGN CONSULTING  
1333 E. JASMINE AVENUE  
MCALLEN, TEXAS 78501  
EIN: 74-2919292

THANK YOU,  
AGADC



George A. Garcia  
Project Architect

**BILLING DATE :**  
2/16/2009

**PROJECT :**  
ASF0827100  
100 West McIntyre St., Edinburg, TX  
**CLIENT :**  
A13793 Alcocer Garcia & Assoc Design  
Cnslt



**Mr. Eduardo Alcocer**  
Alcocer Garcia & Assoc Design Cnslt  
1333 East Jasmine Ave  
McAllen, TX 78504

**REMITTANCE ADDRESS:**  
RABA-KISTNER CONSULTANTS, INC.  
P.O. BOX 971037  
DALLAS, TX 75397-1037  
PHONE (210) 699-9090

**INVOICE SUMMARY INFORMATION**

Proposal #: PSF08-516-00

**FOR PROFESSIONAL SERVICES RENDERED THROUGH: 2/7/2009**

PHASE : \*\*\*\* -- CLIENT SERVICES PHASE

TASK : 1000 -- Technical Specifications 1,650.00

TOTAL : \*\*\*\* -- CLIENT SERVICES PHASE 1,650.00

**AMOUNT DUE THIS INVOICE \*\*** 1,650.00

**THIS IS AN INTERIM INVOICE UNLESS OTHERWISE NOTED**

**TOTAL OF PREVIOUS INVOICES - CURRENTLY UNPAID** 0.00

**TOTAL DUE AND PAYABLE** 1,650.00

RK PROJECT MANAGER: MICHAEL P. COSGROVE  
CLIENT PHONE: 956-618-2007



**P.O. Box 2375  
McAllen, TX 78502**

(956) 686-6655      (956) 686-5509

# Invoice

|           |           |
|-----------|-----------|
| Date      | Invoice # |
| 2/25/2009 | 7540      |

|   |
|---|
| Bill To   |
| Alcocer Garica Associates<br>1333 Jasmine<br>McAllen, Texas 78501 |

|                   |        |     |
|-------------------|--------|-----|
| P.O. No.          | Terms  | Rep |
| Hidalgo Co. Admin | Net 30 | BR  |

*ASBESTOS SPEC'S*

| Description                     | Qty | Rate | Amount |
|---------------------------------|-----|------|--------|
| Small Format Bond Copies 8.5x11 | 520 | 0.05 | 26.00  |
| General Binding W/Covers        | 5   | 1.95 | 9.75   |

**Payment Are Due 30 Day From The Date On The Invoice!!!**

|                   |                          |         |
|-------------------|--------------------------|---------|
| Signature Here: X | <b>Subtotal</b>          | \$35.75 |
|                   | <b>Sales Tax (8.25%)</b> | \$0.00  |
|                   | <b>Total</b>             | \$35.75 |
|                   | <b>Payments/Credits</b>  | \$0.00  |
|                   | <b>Balance Due</b>       | \$35.75 |

**Request for Fuel Credit Cards  
CC CONSENT**

Date: 03/09/2009  
Submitted By: Ovidio Gonzalez, PURCHASING DEPT.  
Submitted For: Marty Salazar  
Department: PURCHASING DEPT.  
Agenda Category: Purchasing Department

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Information

CAPTION

1. Presentation for discussion, consideration and approval of Comdata Corporation/Transmontaigne Product Services, Inc. request form(s) submitted by Elected Officials/Department Heads/Agency and/or Program Directors:

a. Restitution Center

2. If applicable, requesting authority to cancel all existing/current Fleet Fueling System cards (i.e. Arguindegui Oil Co., Comdata, and commercial fuel credit cards- Conoco, Exxon, Shell & Valero) upon receipt, activation and distribution of new cards with confirmation of applicable/required training;

NA

BACKGROUND

Please see attached Comdata Fuel card Application/Request forms submitted by Department(s).

Funding sources provided by department(s).

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Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1297-423-00-320-005-9-682  
FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
Available balance as of 03-04-09 \$6,156.50

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Attachments

Link: [rest 03.09.09](#)

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Form Routing/Status

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Purchasing Department | Marty Salazar  | 03/04/2009 12:14 PM | APRV   |
| 2         | Budget & Management   | Veronica Lopez | 03/04/2009 01:58 PM | APRV   |
| 3         | Veronica Lopez        | Veronica Lopez | 03/05/2009 09:10 AM | APRV   |

4 Auditor's Office Linda Fong 03/05/2009 05:06 PM APRV

Form Started By: Ovidio Gonzalez Started On: 03/03/2009 04:19 PM

Final Approval Date: 03/05/2009

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# FUEL CREDIT CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

Add Vehicle Card    
  Add Driver Pin    
  Delete/ Cancel Card    
  Delete/Cancel Driver

|                                |   |   |  |
|--------------------------------|---|---|--|
| <b>Department:</b>             | Hidalgo County Restitution Center   |   |  |
| <b>Billing Address:</b>        | 1124 North "M" Road   |   |  |
| <b>Fuel Card Manager:</b>      | Edinburg, Texas 78541   |   |  |
| <b>Phone Number:</b>           | 956-381-0733  | This person can not have use of the fuel card |  |
| <b>Web user Name:</b>          | Restitution Center  | <b>County Email:</b> rc400@hidalgococscd.com  |  |
| <b>Hidalgo Co Acct Number:</b> | 09-1297-423-00-320-005-9  | <b>Password:</b> _____                        |  |
| <b>Requested By:</b>           | _____ -Robert Lizcano     Director 2/26/09<br>Sign & Print Elected/Official Supervisor/Director |   |  |

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

*For Purchasing Department Use Only*

Approved by Commissioners Court On: \_\_\_\_\_

Reviewed by Fuel Card Administrator: \_\_\_\_\_

Cards Received by Dept on: \_\_\_\_\_ Date Returned/Cancelled: \_\_\_\_\_

Fuel Cards Received by Department: \_\_\_\_\_

Sign & Print Authorized Elected Official/Supervisor/Director

| Vehicle Plate No<br>(N/A = Non-vehicle) | Description<br>(Vehicle or Non-vehicle Equip.) | VIN Number<br>(N/A = Non-vehicle) | Purchasing Dept.<br>Use Only<br>Card Number |
|---|--|-----------------------------------|---|
|   |  |                                   |   |
|   |  |                                   |   |
|   |  |                                   |   |
|   |  |                                   |   |
|   |  |                                   |   |

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

| User Name       | DOB      | User ID<br>(6 digits) | DBM Use Only<br>License<br>Verification | Purchasing Dept.<br>Use Only<br>Training Date &<br>Signed Fuel Policy |
|-----------------|----------|-----------------------|---|---|
| Ernesto Guzman  | 12/25/58 | 106946                |   |   |
| Martin Hinojosa | 7/19/64  | 103986                |   |   |
| Juna Pulido     | 10/20/80 | 106940                |   |   |
|                 |          |                       |   |   |
|                 |          |                       |   |   |