

AI-19142

2.A.

2009 - Pct # 1 FEMA Projects (1280)

CC CONSENT

Date: 12/29/2009
Submitted By: Robert Elizondo, COMM. PCT. #1
Department: COMM. PCT. #1
Agenda Category: 2009 Interdepartmental Transfers

Information

CAPTION

2009 - Pct. #1 FEMA Projects (1280)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1280-431-00-121-957-0-XXX
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 12/22/2009

Attachments

Link: 2009 - Pct # 1 FEMA Projects (1280)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/22/2009 11:21 AM	APRV
2	JC Carreon	JC Carreon	12/22/2009 11:57 AM	APRV
3	Auditor's Office	Angela Garcia	12/23/2009 04:39 PM	APRV

Form Started By: Robert Elizondo
Started On: 12/22/2009 11:05 AM

Final Approval Date: 12/23/2009

MEETING REQUEST DATE: December 29, 2009

DEPARTMENT NAME PCT #1 FEMA PROJECTS

ACCOUNT NUMBER 9-1280-431-00-121-957-0-XXX

Honorable Commissioners' Court of Hidalgo County:

[illegible]

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-19145

2.B.

2009 - Pct # 1 FEMA Projects (1280)

CC CONSENT

Date: 12/29/2009
Submitted By: Robert Elizondo, COMM. PCT. #1
Department: COMM. PCT. #1
Agenda Category: 2009 Interdepartmental Transfers

Information

CAPTION

2009 - Pct. #1 FEMA Projects (1280)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1280-431-00-121-952-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 12-22-09

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/22/2009 11:24 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	12/22/2009 04:21 PM	APRV
3	Auditor's Office		12/23/2009 04:39 PM	NEW

Form Started By: Robert Elizondo
Started On: 12/22/2009 11:07 AM
Final Approval Date: 12/23/2009

ATTEST COUNTY CLERK

AI-19144

2.C.

2009 - Pct # 1 FEMA Projects (1280)

CC CONSENT

Date: 12/29/2009
Submitted By: Robert Elizondo, COMM. PCT. #1
Department: COMM. PCT. #1
Agenda Category: 2009 Interdepartmental Transfers

Information

CAPTION

2009 - Pct. #1 FEMA Projects (1280)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1280-431-00-121-951-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

433-->673 - \$ 3,367.50; Funding available as of 12/22/09.
433-->346 - \$ 8,418.75; Funding available as of 12/22/09.

Attachments

Link: 2009 - Pct # 1 FEMA Projects (1280)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/22/2009 11:22 AM	APRV
2	Norma Silva	Norma Silva	12/22/2009 04:17 PM	APRV
3	Auditor's Office		12/23/2009 04:39 PM	NEW

Form Started By: Robert Elizondo
Started On: 12/22/2009 11:07 AM
Final Approval Date: 12/23/2009

MEETING REQUEST DATE: December 29, 2009

DEPARTMENT NAME PCT #1 FEMA PROJECTS

ACCOUNT NUMBER 9-1280-431-00-121-951-0-XXX

Honorable Commissioners' Court of Hidalgo County:

[illegible]

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-19143

2.D.

2009 - Pct # 1 FEMA Projects (1280)

CC CONSENT

Date: 12/29/2009
Submitted By: Robert Elizondo, COMM. PCT. #1
Department: COMM. PCT. #1
Agenda Category: 2009 Interdepartmental Transfers

Information

CAPTION

2009 - Pct. #1 FEMA Projects (1280)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1280-431-00-121-959-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

433-->673 \$ 2,400.12; funds available as of 12/23/09
433-->346 \$ 4,543.00; funds available as of 12/23/09

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/22/2009 11:22 AM	APRV
2	Ana Galvan	Anna Galvan	12/23/2009 11:07 AM	APRV
3	Auditor's Office		12/23/2009 04:39 PM	NEW

Form Started By: Robert Elizondo
Started On: 12/22/2009 11:06 AM
Final Approval Date: 12/23/2009

MEETING REQUEST DATE: December 29, 2009

DEPARTMENT NAME: PCT #1 FEMA PROJECTS

ACCOUNT NUMBER: 9-1280-431-00-121-959-0-XXX

SUBJECT: Budget Line-Item Transfer(s)

Honorable Commissioners' Court of Hidalgo County:

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

[illegible]

REASON: NEED LINE ITEM TRANSFER TO PURCHASE CALICHE FOR MILE 15 RD.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE _____

ATTEST COUNTY CLERK

AI-19146

2.E.

2009 - Pct # 1 FEMA Projects (1280)

CC CONSENT

Date: 12/29/2009
Submitted By: Robert Elizondo, COMM. PCT. #1
Department: COMM. PCT. #1
Agenda Category: 2009 Interdepartmental Transfers

Information

CAPTION

2009 - Pct. #1 FEMA Projects (1280)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1280-431-00-121-953-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 12/22/2009

Attachments

Link: 2009 - Pct # 1 FEMA Projects (1280)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/22/2009 11:24 AM	APRV
2	JC Carreon	JC Carreon	12/22/2009 11:51 AM	APRV
3	Auditor's Office		12/23/2009 04:39 PM	NEW

Form Started By: Robert Elizondo
Started On: 12/22/2009 11:08 AM
Final Approval Date: 12/23/2009

MEETING REQUEST DATE: December 29, 2009

DEPARTMENT NAME PCT #1 FEMA PROJECTS

ACCOUNT NUMBER 9-1280-431-00-121-953-0-XXX

Honorable Commissioners' Court of Hidalgo County:

[illegible]

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-19141

2.F.

2009 - Pct # 1 FEMA Projects (1280)

CC CONSENT

Date: 12/29/2009
Submitted By: Robert Elizondo, COMM. PCT. #1
Department: COMM. PCT. #1
Agenda Category: 2009 Interdepartmental Transfers

Information

CAPTION

2009 - Pct. #1 FEMA Projects (1280)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1280-431-00-121-958-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

433-->673 - \$ 6,000.39; Funding available as of 12/22/09.
433-->346 - \$ 14,715.00; Funding available as of 12/22/09.

Attachments

Link: [2009 - Pct # 1 FEMA Projects \(1280\)](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/22/2009 11:20 AM	APRV
2	Norma Silva	Norma Silva	12/22/2009 12:31 PM	APRV
3	Auditor's Office		12/23/2009 04:39 PM	NEW

Form Started By: Robert Elizondo
Started On: 12/22/2009 11:05 AM
Final Approval Date: 12/23/2009

MEETING REQUEST DATE: December 29, 2009

DEPARTMENT NAME PCT #1 FEMA PROJECTS

ACCOUNT NUMBER 9-1280-431-00-121-958-0-XXX

Honorable Commissioners' Court of Hidalgo County:

[illegible]

ATTEST COUNTY CLERK

AI-19140

2.G.

2009 - Pct # 1 FEMA Projects (1280)

CC CONSENT

Date: 12/29/2009
Submitted By: Robert Elizondo, COMM. PCT. #1
Department: COMM. PCT. #1
Agenda Category: 2009 Interdepartmental Transfers

Information

CAPTION

2009 - Pct. #1 FEMA Projects (1280)

BACKGROUND

Fiscal Impact

Attachments

Link: [2009 - Pct # 1 FEMA Projects \(1280\)](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/22/2009 11:20 AM	APRV
2	Veronica Ortiz		12/22/2009 11:20 AM	
3	Veronica Ortiz		12/22/2009 11:20 AM	
4	Veronica Ortiz		12/22/2009 11:20 AM	
5	Veronica Ortiz		12/22/2009 11:20 AM	
6	Auditor's Office		12/22/2009 11:20 AM	
Form Started By: Robert Elizondo			Started On: 12/22/2009 11:04 AM	
Final Approval Date: 12/22/2009				

MEETING REQUEST DATE: December 29, 2009

DEPARTMENT NAME PCT #1 FEMA PROJECTS

ACCOUNT NUMBER 9-1280-431-00-121-964-0-XXX

Honorable Commissioners' Court of Hidalgo County:

[illegible]

ATTEST COUNTY CLERK

AI-19139

2.H.

2009 - Pct # 1 FEMA Projects (1280)

CC CONSENT

Date: 12/29/2009
Submitted By: Robert Elizondo, COMM. PCT. #1
Department: COMM. PCT. #1
Agenda Category: 2009 Interdepartmental Transfers

Information

CAPTION

2009 - Pct. #1 FEMA Projects (1280)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1280-431-00-121-962-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

433-->673 \$ 2,000.62; funds available as of 12/23/09
433-->346 \$ 4,424.00; funds available as of 12/23/09

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/22/2009 11:19 AM	APRV
2	Ana Galvan	Anna Galvan	12/23/2009 10:57 AM	APRV
3	Auditor's Office		12/23/2009 04:39 PM	NEW

Form Started By: Robert Elizondo
Started On: 12/22/2009 11:03 AM
Final Approval Date: 12/23/2009

MEETING REQUEST DATE: December 29, 2009

DEPARTMENT NAME: PCT #1 FEMA PROJECTS

ACCOUNT NUMBER: 9-1280-431-00-121-962-0-XXX

Honorable Commissioners' Court of Hidalgo County:

[illegible]

REASON: NEED LINE ITEM TRANSFER TO PURCHASE CALICHE FOR MILE 3 E RD

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-19138

2.I.

2009 - Pct # 1 FEMA Projects (1280)

CC CONSENT

Date: 12/29/2009
Submitted By: Robert Elizondo, COMM. PCT. #1
Department: COMM. PCT. #1
Agenda Category: 2009 Interdepartmental Transfers

Information

CAPTION

2009 - Pct. #1 FEMA Projects (1280)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1280-431-00-121-965-0-XXX
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 12/22/2009

Attachments

Link: 2009 - Pct # 1 FEMA Projects (1280)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/22/2009 11:19 AM	APRV
2	JC Carreon	JC Carreon	12/22/2009 11:54 AM	APRV
3	Auditor's Office		12/23/2009 04:39 PM	NEW

Form Started By: Robert Elizondo
Started On: 12/22/2009 11:02 AM
Final Approval Date: 12/23/2009

MEETING REQUEST DATE: December 29, 2009

DEPARTMENT NAME PCT #1 FEMA PROJECTS

ACCOUNT NUMBER 9-1280-431-00-121-965-0-XXX

Honorable Commissioners' Court of Hidalgo County:

[illegible]

ATTEST COUNTY CLERK

AI-19137

2.J.

2009 - Pct # 1 FEMA Projects (1280)

CC CONSENT

Date: 12/29/2009
Submitted By: Robert Elizondo, COMM. PCT. #1
Department: COMM. PCT. #1
Agenda Category: 2009 Interdepartmental Transfers

Information

CAPTION

2009 - Pct. #1 FEMA Projects (1280)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1280-431-00-121-954-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 12-22-09

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/22/2009 11:19 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	12/22/2009 04:24 PM	APRV
3	Auditor's Office		12/23/2009 04:39 PM	NEW

Form Started By: Robert Elizondo
Started On: 12/22/2009 11:01 AM
Final Approval Date: 12/23/2009

MEETING REQUEST DATE: December 29, 2009

DEPARTMENT NAME PCT #1 FEMA PROJECTS

ACCOUNT NUMBER 9-1280-431-00-121-954-0-XXX

Honorable Commissioners' Court of Hidalgo County:

[illegible]

REASON: NEED LINE ITEM TRANSFER TO PURCHASE CALICHE FOR CR MILE 5 1/2

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-19136

2.K.

2009 - Pct # 1 FEMA Projects (1280)

CC CONSENT

Date: 12/29/2009
Submitted By: Robert Elizondo, COMM. PCT. #1
Department: COMM. PCT. #1
Agenda Category: 2009 Interdepartmental Transfers

Information

CAPTION

2009 - Pct. #1 FEMA Projects (1280)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1280-41-00-121-961-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
433-->673 - \$ 1,000.44; Funding available as of 12/22/09.
433-->346 - \$ 3,797.00; Funding available as of 12/22/09.

Attachments

Link: 2009 - Pct # 1 FEMA Projects (1280)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/22/2009 11:15 AM	APRV
2	Norma Silva	Norma Silva	12/22/2009 11:48 AM	APRV
3	Auditor's Office		12/23/2009 04:39 PM	NEW

Form Started By: Robert Elizondo
Started On: 12/22/2009 11:01 AM
Final Approval Date: 12/23/2009

MEETING REQUEST DATE: December 29, 2009

DEPARTMENT NAME PCT #1 FEMA PROJECTS

ACCOUNT NUMBER 9-1280-431-00-121-961-0-XXX

Honorable Commissioners' Court of Hidalgo County:

[illegible]

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-19135

2.L.

2009 - Pct # 1 FEMA Projects (1280)

CC CONSENT

Date: 12/29/2009
Submitted By: Robert Elizondo, COMM. PCT. #1
Department: COMM. PCT. #1
Agenda Category: 2009 Interdepartmental Transfers

Information

CAPTION

2009 - Pct. #1 FEMA Projects (1280)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1280-431-00-121-956-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

433-->673 \$ 3,500.44; funds available as of 12/22/09
433-->346 \$ 7,336.00; funds available as of 12/22/09

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/22/2009 11:14 AM	APRV
2	Ana Galvan	Anna Galvan	12/22/2009 04:35 PM	APRV
3	Auditor's Office		12/23/2009 04:39 PM	NEW

Form Started By: Robert Elizondo
Started On: 12/22/2009 11:00 AM
Final Approval Date: 12/23/2009

MEETING REQUEST DATE: December 29, 2009

DEPARTMENT NAME: PCT #1 FEMA PROJECTS

SUBJECT: Budget Line-Item Transfer(s)

Honorable Commissioners' Court of Hidalgo County:

[illegible]

REASON: NEED LINE ITEM TRANSFER TO PURCHASE CALICHE FOR CR 2812.

ATTEST COUNTY CLERK

AI-19128

2.M.

Intradept. Transfer- Fringe Benefits

CC CONSENT

Date: 12/29/2009
Submitted By: Rosie Cantu, BUDGET & MANAGEMENT
Submitted For: Pct. No. Co Shop
Department: BUDGET & MANAGEMENT
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #2 Co. Shop (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1200-431-00-122-004-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available funding as of 12/21/09. rc

Attachments

Link: [transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/21/2009 03:07 PM	APRV
2	JC Carreon	JC Carreon	12/21/2009 03:44 PM	APRV
3	Auditor's Office		12/23/2009 04:39 PM	NEW

Form Started By: Rosie Cantu
Started On: 12/21/2009 02:40 PM
Final Approval Date: 12/23/2009

DATE: December 21, 2009

2009 Transfer



DEPARTMENT
HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT Department of Budget & Management for
NAME: Commissioner Precinct No. 2

**ACCOUNT
NUMBER:** 9-1200-431-00-122-004-0-XXX

Contact Person: Rosie Cantu

Ph#: (956) 292-7025 Ext. 5408

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM	OBJECT DESCRIPTION	TO	OBJECT DESCRIPTION	AMOUNT
OBJECT CODE		OBJECT CODE		
260	WORKERS COMP	115	LONGEVITY	200.00
260	WORKERS COMP	220	FICA	800.00
TOTAL				1,000.00

REASON:
Intradepartmental Transfer to fund expenditures for Longevity pay allowance and FICA.

DEPARTMENT HEAD SIGNATURE

_____/_____/_____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-19149

2.N.

Budget Line-Item Transfer for R&B

CC CONSENT

Date: 12/29/2009
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 R&B (1202)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1202-431-00-122-006-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available in the amount of \$2,176.00 as of 12/23/2009
From 890----->532 in the amount of \$1,500.00

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/22/2009 01:17 PM	APRV
2	Ana Galvan	Anna Galvan	12/23/2009 11:11 AM	APRV
3	Auditor's Office		12/23/2009 04:39 PM	NEW

Form Started By: Yolanda Cisneros
Started On: 12/22/2009 11:20 AM
Final Approval Date: 12/23/2009

DATE: December 22, 2009

2009

Transfer



DEPARTMENT
HEAD: Hector "Tito" Palacios

DEPARTMENT
NAME: Hidalgo County Precinct No. 2

ACCOUNT
NUMBER: 9-1202-431-00-122-006-0-XXX Road & Bridge

Contact Person: Yoli Cisneros-Administrative Assistant II **Ph#:** (956) 787-1891 Ext. 2002

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

Honorable Commissioners' Court of Hidalgo County:

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

[illegible]

REASON:
Transfer needed to cover expected expenditures for the department.

DEPARTMENT HEAD SIGNATURE

12/22/2009
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-19119

2.O.

INTRA - BCAP (1312) - Sundowner's Retirement Center Subdivision Pct. No. 2

CC CONSENT

Date: 12/29/2009
Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For: Agapito Vargas
Department: COLONIA ACCESS PROGRAM
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #2 BCAP (1312)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 ACCT. #: 9-1312-431-00-122-940-0-733
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/22/2009 08:58 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	12/22/2009 04:21 PM	APRV
3	Auditor's Office		12/23/2009 04:39 PM	NEW

Form Started By: Marcie Jackson
Started On: 12/21/2009 11:15 AM

Final Approval Date: 12/23/2009

DATE: December 21, 2009

2009

Transfer



DEPARTMENT
HEAD: Agapito Vargas

DEPARTMENT Border Colonia Access Program for
NAME: BCAP-Precinct 2 (1312)

REVISED

**ACCOUNT
NUMBER:** 9-1312-431-00-122-940-0-XXX

AI-19119 12/29/09

Contact Person: Marcie Jackson

Ph#: (956) 787-1891 Ext. 2010

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

Honorable Commissioners' Court of Hidalgo County:

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

[illegible]

REASON:
Transfer is needed to fund completion of project.

DEPARTMENT HEAD SIGNATURE

_____/_____/_____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-19169

2.P.

Pct. #4 R&B (1204)

CC CONSENT

Date: 12/29/2009
Submitted By: Jr. Munoz, COMM. PCT. #4
Department: COMM. PCT. #4
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #4 R&B (1204)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1204-431-00-124-007-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
funds available in all accounts as of 12/23/09

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/23/2009 10:52 AM	APRV
2	Ana Galvan	Anna Galvan	12/23/2009 11:50 AM	APRV
3	Auditor's Office		12/23/2009 04:39 PM	NEW

Form Started By: Jr. Munoz
Started On: 12/23/2009 10:46 AM
Final Approval Date: 12/23/2009

DATE: December 28, 2009

AI# 19169

DEPARTMENT HEAD: Commissioner Oscar L. Garza Jr.

DEPARTMENT NAME: Hidalgo County Pct. #4 - R&B

ACCOUNT NUMBER: 9-1204-431-00-124-007-0-XXX

SUBJECT: Intradepartmental Transfer/s

Contact Person: Rumaldo Munoz Jr. **Ph# :** 956-383-3112

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.

FROM	OBJECT NAME	TO	OBJECT NAME	AMOUNT
346	Hauling & Freight Srv	673	R&B R&M Supplies	230.00
532	Wireless Devices	673	R&B R&M Supplies	1,307.50
605	Clothing & Uniforms	673	R&B R&M Supplies	151.83
607	Hsehd & Janitorial Sup	673	R&B R&M Supplies	0.08
613	Safety Supplies	673	R&B R&M Supplies	1,452.17
619	Other Misc Supplies	673	R&B R&M Supplies	276.70
664	Other Minor Equipment	673	R&B R&M Supplies	1,229.70
671	Bldg & Other Structure R& M Supplies	673	R&B R&M Supplies	52.44
679	Other R&M Supplies	673	R&B R&M Supplies	216.13
681	Vehicle R&M Supplies	673	R&B R&M Supplies	9.84
TOTAL				4,926.39

REASON: To cover pending invoices.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE _____

ATTEST COUNTY CLERK

AI-19121

2.Q.

Pct. #4 Colonia Access (1312)

CC CONSENT

Date: 12/29/2009
Submitted By: Jr. Munoz, COMM. PCT. #4
Department: COMM. PCT. #4
Agenda Category: 2009 Interdepartmental Transfers

Information

CAPTION

2009 - Pct. #4 BCAP (1312)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1312-431-00-124-844-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
899-->540 \$ 542.40; funds available as of 12/22/09

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/21/2009 11:44 AM	APRV
2	Ana Galvan	Anna Galvan	12/22/2009 04:35 PM	APRV
3	Auditor's Office		12/23/2009 04:39 PM	NEW

Form Started By: Jr. Munoz
Started On: 12/21/2009 11:24 AM
Final Approval Date: 12/23/2009

DEPARTMENT HEAD SIGNATURE

AI-19116

2.R.

Line Item Transfer

CC CONSENT

Date: 12/29/2009
Submitted By: Virginia Rodriguez, SHERIFF DEPT.
Submitted For: Virginia Rodriguez
Department: SHERIFF DEPT.
Agenda Category: 2009 Interdepartmental Transfers

Information

CAPTION

2009 - Sheriff's Dept. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 1100-423-21-280-002-0-
FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?: Yes
BUDGETARY IMPACT:

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	12/21/2009 01:04 PM	APRV
2	Budget & Management	Erika Zamora	12/21/2009 01:07 PM	APRV
3	Norma Silva	Norma Silva	12/22/2009 11:27 AM	APRV
4	Auditor's Office		12/23/2009 04:39 PM	NEW

Form Started By: Virginia Rodriguez
Started On: 12/21/2009 10:51 AM
Final Approval Date: 12/23/2009

DATE: DECEMBER 21 , 2009

DEPARTMENT HEAD: Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Hidalgo County Adult Detention Center

ACCOUNT NUMBER: 9-1100-423-21-280-002-0-

SUBJECT: **Budget Line-Item Transfer (s)**

Honorable Commissioners' Court of Hidalgo County:

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

FROM		TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
9-1100-423-21-280-002-0-332	HOSPITAL SERVICES	9-1100-423-21-280-002-0-613	SAFETY SUPPLIES	1,000.00
- - - - -		- - - - -		
- - - - -		- - - - -		
- - - - -		- - - - -		
TOTAL				\$1,000.00

REASON: FUNDS ARE NEEDED TO COVER EXPENDITURES FOR THE REMAINDER OF FISCAL YEAR

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLE

AI-19159

2.S.

Line item transfer

CC CONSENT

Date: 12/29/2009
Submitted By: Alma Ybarra, FACILITIES MANAGEMENT
Submitted For: Alma Ybarra
Department: FACILITIES MANAGEMENT
Agenda Category: 2009 Interdepartmental Transfers

Information

CAPTION

2009 - Facilities Management (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-419-40-220-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

607-->679 - \$ 7,000.00; Funding available as of 12/22/09.
413-->679 - \$ 3,000.00; Funding available as of 12/22/09.

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/22/2009 04:10 PM	APRV
2	Norma Silva	Norma Silva	12/22/2009 04:31 PM	APRV
3	Auditor's Office		12/23/2009 04:39 PM	NEW

Form Started By: Alma Ybarra
Started On: 12/22/2009 03:59 PM
Final Approval Date: 12/23/2009

BUDGET INTRA-DEPARTMENTAL TRANSFER REQUEST

DATE: December 22, 2009

DEPARTMENT HEAD: DANIEL FLORES

DEPARTMENT NAME: FACILITIES MANAGEMENT DPT.

ACCOUNT NUMBER: 9-1100-419-40-220-001-0

CONTACT PERSON:	DANIEL FLORES	PHONE: 956-289-7850
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SUBJECT: Budget Intradepartmental Transfer

Honorable Commissioner's Court of Hidalgo County:

I submit to you for your consideration following Intradepartmental Budget Transfer/s in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM		TO		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	
607	JANITORIAL	679	OTHER REPAIR & MAINT.SUPPLIES	7,000.00
413	SURVEILLANCE /SECURITY	679	OTHER REPAIR & MAINT.SUPPLIES	3,000.00
			TOTAL	\$10,000.00

REASON: OBJECT CODE LOW IN FUNDS THAT ARE NEEDED TO PURCHASE MATERIALS FOR PENDING PROJECTS.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS COURT

ATTEST COUNTY CLERK

AI-19164

2.T.

Health Division - Clinics Line Item Trf

CC CONSENT

Date: 12/29/2009
Submitted By: Dan Beltran, HEALTH & HUMAN SERVICES DEPT.
Department: HEALTH & HUMAN SERVICES DEPT.
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

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

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-441-00-340-003-0-XXX
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 12/23/2009

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/23/2009 09:13 AM	APRV
2	JC Carreon	JC Carreon	12/23/2009 10:18 AM	APRV
3	Auditor's Office		12/23/2009 04:39 PM	NEW

Form Started By: Dan Beltran
Started On: 12/23/2009 08:48 AM
Final Approval Date: 12/23/2009

Date:	December 23, 2009
Department Head:	Eduardo Olivarez, Chief Administrative Officer
Department Name:	Hidalgo County Health & Human Services Department
Account Number:	9-1100-441-00-340-003-0 Clinics
Budget Line Item Transfer(s)	

Honorable Commissioner's Court of Hidalgo County

I submit to you for your consideration the following line-item transfers in accordance with Local Government Code, Chapter 111, Subchapter C:

FROM		TO		
ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	AMOUNT
9-1100-441-00-340-003-0-581	Travel In County	9-1100-441-00-340-003-0-421	Disposal	\$ 400.00
			Amount	\$ 400.00

Revenue Account		
Amount Requested:	\$	400.00

Reason: Funds needed in the object codes listed above in order to meet anticipated expenditures

DEPARTMENT HEAD SIGNATURE _____

APPROVED COMMISSIONER'S COURT

DATE _____

ATTEST COUNTY CLERK

AI-19117

3.A.

**Interdept transfer from Co.wide Contingency to Pct. 1 Sanitation
(1100)-Waste Management & Tire Disposal Svcs.**

CC CONSENT

Date: 12/29/2009
Submitted By: Ivan Cantu, BUDGET & MANAGEMENT
Submitted For: Noe Montez, Pct. 1
Department: BUDGET & MANAGEMENT
Agenda Category: 2009 Interdepartmental Transfers

Information

CAPTION

Pct. #1 Sanitation (1100):

Approval of 2009 interdepartmental transfer from Co. Wide Adm to Pct. 1 Sanitation in the amount of \$60,500.00 to fund waste management and tire disposal services expenditures.

BACKGROUND

This transfer will cover funding for PO #615500 for BFI Waste Services of Texas, L.P. and PO #615569 for Cameron Land & Cattle, Co. The month of December 2009 is pending to be paid, as per Noe Montez, Pct. 1

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-4XX-00-1XX-00X-0-XX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

9-1100-415-00-115-002-0-899 --> 9-1100-432-00-121-001-0-350 \$39,500.00

9-1100-415-00-115-002-0-899 --> 9-1100-432-00-121-001-0-421 \$21,000.00

funds available as of 12-22-09.

Attachments

Link: [Pct. 1 Sanitation transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	12/21/2009 11:17 AM	APRV
2	Budget & Management	Erika Zamora	12/21/2009 11:44 AM	APRV
3	Erika Zamora	Angela Garcia	12/22/2009 07:40 AM	APRV
4	Ivan Cantu (Originator)	Ivan Cantu	12/22/2009 11:07 AM	APRV
5	Erika Zamora	Erika Zamora	12/23/2009 10:41 AM	APRV
6	Auditor's Office		12/23/2009 04:39 PM	NEW

Form Started By: Ivan Cantu

Started On: 12/21/2009 10:56
AM

Final Approval Date: 12/23/2009

DATE: December 22, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

2009

Interdepartmental Transfer



DEPARTMENT NAME: Dept of Budget & Mgmt for Pct. 1
Sanitation

ACCOUNT NUMBER: 9-1100-4XX-00-1XX-00X-0-XXX

CONTACT PERSON: Ivan Cantu **PHONE:** (956) 292-7025 Ext. 5425

SUBJECT: Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

[illegible]

REASON:	To fund waste management and tire disposal services, PO #615500 for BFI Waste Services of Texas, LP and PO #615569 for Cameron Land & Cattle, Inc. As per Noe Montez, Pct. 1, the month of December 2009 is pending to be paid.
----------------	---

SIGNATURE

COMMISSIONERS COURT

DATE _____

ATTEST, COUNTY CLERK

AI-19120

3.B.

**BCAP Inter-LIT Sundowner Retirement Center Subdivision Pct. No. 2
CC CONSENT**

Date: 12/29/2009
Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For: Agapito Vargas
Department: COLONIA ACCESS PROGRAM
Agenda Category: 2009 Interdepartmental Transfers

Information

CAPTION

BCAP (1312):

Approval of 2009 interdepartmental transfer from BCAP Citriana Village Subdivision program(154) to BCAP Sundowner's Retirement Center Subdivision program(940) in the amount of \$6,119.19 to fund completion of project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9

ACCT. #: 9-1312-431-00-122-154-0-733

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Attachments

Link: [BACKUP](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/22/2009 10:36 AM	APRV
2	Roland Garcia	Rolando Garcia	12/22/2009 01:48 PM	APRV
3	Auditor's Office		12/23/2009 04:39 PM	NEW

Form Started By: Marcie Jackson
Started On: 12/21/2009 11:21 AM
Final Approval Date: 12/23/2009

DATE: December 21, 2009

DEPARTMENT HEAD: Agapito Vargas

DEPARTMENT NAME: Border Colonia Access Program for
BCAP-Precinct 2 (1312)

ACCOUNT NUMBER: 9-1312-431-00-122-XXX-0-XXX

Contact: Marcie Jackson

Ph#: 787-1891 Ext. 2010

2009

Transfer

Revised
AI-19120 12/29/09



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

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
9-1312-431-00-122-154-0-733	CITRIANA VILLAGE SUBD-DRAINAGE DITCHES	\$ (6,119.19)
9-1312-431-00-122-940-0-841	SUNDOWNERS RTMNT CTR SUBD-AID TO GOVT AG	\$ 6,119.19
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:

Transfer is needed to fund completion of project.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE _____

ATTEST COUNTY CLERK

AI-19154

3.C.

**Interdepartmental Transfers
CC CONSENT**

Date: 12/29/2009
Submitted By: Erika Reyna, COUNTY JUDGE
Department: COUNTY JUDGE
Agenda Category: Budget and Management

Information

CAPTION

Fire Marshal's (1100):
Approval of 2009 interdepartmental transfers from various fire departments to Alamo FD (Prog 002), Donna FD (Prog 004), Edcouch FD (Prog 005), Edinburg FD (Prog 006), Elsa FD (Prog 007), and La Joya FD (Prog 009) in the total amount of \$45,648.50 to fund fire call expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009
FUNDS AVAILABLE Y/N?: Y
BUDGETARY IMPACT:
Funding available as of 12/22/09.

ACCT. #: 9-1100-422-20-300-0XX-0-841
MATCHING FUNDS Y/N?:

Please see attached Expenditure Summary Report.

Attachments

Link: Interdepartmental Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/23/2009 10:21 AM	APRV
2	Roland Garcia	Rolando Garcia	12/23/2009 10:50 AM	APRV
3	Auditor's Office		12/23/2009 04:39 PM	NEW

Form Started By: Erika Reyna
Started On: 12/22/2009 03:03 PM
Final Approval Date: 12/23/2009

DATE:

December 29, 2009DEPARTMENT HEAD: A.A. Tony Pena, Jr.DEPARTMENT NAME: Hidalgo County Fire MarshalACCOUNT NUMBER: 9-1100-422-20-300-XXX-0-841CONTACT PERSON: Yolanda Orozco Telephone No: 956/318-2656SUBJECT: Inter-Departmental Transfer/s (increase/decrease) in Accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
FROM:		
9-1100-422-20-300-008-0-841	Hidalgo County Fire	(1,905.00)
9-1100-422-20-300-010-0-841	La Villa Fire Department	(5,422.00)
9-1100-422-20-300-011-0-841	Linn/San Manuel Fire Department	(5,000.00)
9-1100-422-20-300-012-0-841	McAllen Fire Department	(1,256.50)
9-1100-422-20-300-014-0-841	Mission Fire Department	(14,185.00)
9-1100-422-20-300-015-0-841	Monte Alto Fire Department	(9,710.00)
9-1100-422-20-300-026-0-841	Sullivan City Fire Department	(3,500.00)
9-1100-422-20-300-018-0-841	San Juan Fire Department	(4,670.00)
TO:		
9-1100-422-20-300-002-0-841	Alamo Fire Department	2,021.00
9-1100-422-20-300-004-0-841	Donna Fire Department	4,345.50
9-1100-422-20-300-005-0-841	Edcouch Fire Department	175.00
9-1100-422-20-300-006-0-841	Edinburg Fire Department	24,925.00
9-1100-422-20-300-007-0-841	Elsa Fire Department	7,650.00
9-1100-422-20-300-009-0-841	La Joya Fire Department	6,532.00
TOTAL BUDGET INCREASE (DECREASE)		

REASON: Transfer from one account to another to cover expenditure of Fire Calls.

A.A. Tony Pena, Jr.
DEPARTMENT HEAD SIGNATURE

12-22-09
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

Run Date 12/22/09 11:46 AM

For 01/01/09 - 01/31/10

Periods 01 - 13

Hidalgo County
Expenditure Summary Report

Page No 2

FJEXS06A

Standard Report Format

1001 - Standard Report Spec

Account No/Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Period Expended	Y-T-D Expended	Available Balance	Percent
1100 GENERAL FUND								
9-1100-422-10-300-001-0-664	EMERG SRVS-FM-OTHER MINOR EQU	4,500.00	11,103.00	5,862.19	5,053.29	5,053.29	187.52	98.31
9-1100-422-10-300-001-0-665	EMERG SRVS-FM-MINOR COMPUTER	500.00	982.00	481.88	473.03	473.03	27.09	97.24
9-1100-422-10-300-001-0-666	EMERG SRVS-FM-MINOR OFFICE FU	9,000.00	.00	.00	.00	.00	.00	.00
9-1100-422-10-300-001-0-667	EMERG SRVS-FM-MINOR SOFTWARE	.00	2,700.00	351.00	2,074.13	2,074.13	274.87	89.82
9-1100-422-10-300-001-0-668	EMERG SRVS-FM-POL WEAPONS & B	1,600.00	.00	.00	.00	.00	.00	.00
9-1100-422-10-300-001-0-671	EMERG SRVS-FM-BLDG&OTHR R&M S	500.00	1,410.00	722.08	139.66	139.66	548.26	61.12
9-1100-422-10-300-001-0-672	EMERG SRVS-FM-EQ&VEH R&M SUPP	.00	2,204.12	247.27	152.97	152.97	1,803.88	18.16
9-1100-422-10-300-001-0-679	EMERG SRVS-FM-OTHER R&M SUPPL	350.00	350.00	.00	.00	.00	350.00	.00
9-1100-422-10-300-001-0-681	EMERG SRVS-FM-VEHICLE R&M SUP	2,400.00	1,000.00	392.15	607.85	607.85	.00	100.00
9-1100-422-10-300-001-0-682	EMERG SRVS-FM-GASOLINE/DIESEL	26,000.00	19,967.55	9,691.49	10,239.46	10,239.46	36.60	99.82
9-1100-422-10-300-001-0-683	EMERG SRVS-FM-LUBRICANTS	300.00	.00	.00	.00	.00	.00	.00
9-1100-422-10-300-001-0-684	EMERG SRVS-FM-TIRES & TUBES	5,000.00	795.88	.00	795.88	795.88	.00	100.00
9-1100-422-10-300-001-0-745	EMERG SRVS-FM-COMPUTER EQUIPM	12,000.00	17,700.00	3,385.32	13,893.12	13,893.12	421.56	97.62
9-1100-422-10-300-001-0-780	EMERG SRVS-FM-CAPITAL LEASES	.00	3,000.00	1,543.25	1,316.74	1,316.74	140.01	95.33
9-1100-422-10-300-001-0-810	EMERG SRVS-FM-DUES & MEMBERSH	2,400.00	2,110.00	.00	200.00	200.00	1,910.00	9.48
9-1100-422-10-300-001-0-811	EMERG SRVS-FM-LICENSES & PERM	.00	530.00	.00	510.00	510.00	20.00	96.23
9-1100-422-10-300-001-0-855	EMERG SRVS-FM-LATE FEES, PENAL	60.00	60.00	.00	7.91	7.91	52.09	13.18
9-1100-422-10-300-001-0-890	EMERG SRVS-FM-OTHER	50.00	50.00	.00	.00	.00	50.00	.00
9-1100-422-20-300-002-0-841	EMERG SRVS-ALAMO FD-AID TO GO	96,000.00	58,259.00	.00	54,055.00	54,055.00	4,204.00	92.78
9-1100-422-20-300-003-0-841	EMERG SRVS-ALTON FD-AID TO GO	150,000.00	223,625.00	.00	223,625.00	223,625.00	.00	100.00
9-1100-422-20-300-004-0-841	EMERG SRVS-DONNA FD-AID TO GO	72,000.00	47,204.50	.00	46,650.00	46,650.00	554.50	98.83
9-1100-422-20-300-005-0-841	EMERG SRVS-EDCOUCH FD-AID TO	26,880.00	26,880.00	.00	24,130.00	24,130.00	2,750.00	89.77
9-1100-422-20-300-006-0-841	EMERG SRVS-EDINBURG FD-AID TO	180,000.00	180,255.00	.00	180,255.00	180,255.00	.00	100.00
9-1100-422-20-300-007-0-841	EMERG SRVS-ELSA FD-AID TO GOV	88,000.00	54,625.50	.00	54,625.50	54,625.50	.00	100.00
9-1100-422-20-300-008-0-841	EMERG SRVS-HIDALGO FD-AID TO	4,320.00	4,320.00	.00	2,415.00	2,415.00	1,905.00	55.90
9-1100-422-20-300-009-0-841	EMERG SRVS-LA JOYA FD-AID TO	60,000.00	84,095.00	.00	83,495.00	83,495.00	600.00	99.29
9-1100-422-20-300-010-0-841	EMERG SRVS-LA VILLA FD-AID TO	30,000.00	25,000.00	.00	19,578.00	19,578.00	5,422.00	78.31
9-1100-422-20-300-011-0-841	EMERG SRVS-LINN-SAN MANUEL FD	71,500.00	99,670.00	.00	94,670.00	94,670.00	5,000.00	94.98
9-1100-422-20-300-012-0-841	EMERG SRVS-MCALLEN FD-AID TO	18,000.00	18,000.00	.00	14,293.50	14,293.50	3,706.50	79.41
9-1100-422-20-300-013-0-841	EMERG SRVS-MERCEDES FD-AID TO	60,000.00	50,000.00	.00	46,828.00	46,828.00	3,172.00	93.66
9-1100-422-20-300-014-0-841	EMERG SRVS-MISSION FD-AID TO	77,000.00	64,835.00	.00	49,400.00	49,400.00	15,435.00	76.19
9-1100-422-20-300-015-0-841	EMERG SRVS-MONTE ALTO FD-AID	66,000.00	56,000.00	.00	41,215.00	41,215.00	14,785.00	73.60

Run Date 12/22/09 11:46 AM

For 01/01/09 - 01/31/10

Periods 01 - 13

Hidalgo County
Expenditure Summary Report
 Standard Report Format

Page No 3

FJEXS06A

1001 - Standard Report Spec

Account No/Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Period Expended	Y-T-D Expended	Available Balance	Percent
1100 GENERAL FUND								
9-1100-422-20-300-016-0-041	EMERG SRVS-PALMVIEW FD-AID TO	126,500.00	107,875.00	.00	107,785.00	107,785.00	90.00	99.92
9-1100-422-20-300-017-0-041	EMERG SRVS-PHARR FD-AID TO GO	11,000.00	14,391.00	.00	14,391.00	14,391.00	.00	100.00
9-1100-422-20-300-018-0-041	EMERG SRVS-SAN JUAN FD-AID TO	22,000.00	22,000.00	.00	17,330.00	17,330.00	4,670.00	78.77
9-1100-422-20-300-019-0-041	EMERG SRVS-WESLACO FD-AID TO	104,500.00	116,665.00	.00	116,665.00	116,665.00	.00	100.00
9-1100-422-20-300-026-0-041	EMERG SRVS-SULLIVAN FD-AID TO	.00	10,000.00	.00	6,500.00	6,500.00	3,500.00	65.00
1100 GENERAL FUND		1,437,715.00	1,437,715.00	49,486.32	1,288,742.40	1,288,742.40	99,486.28	93.08
1283 DESIGNATED PURPOSE GRANTS LVL 3								
9-1283-429-10-300-026-0-540	HAZARD MITIGATION-ADVERTISING	.00	2,000.00	.00	.00	.00	2,000.00	.00
9-1283-429-10-300-026-0-550	HAZARD MITIGATION-PRINTING &	.00	1,250.00	.00	.00	.00	1,250.00	.00
9-1283-429-10-300-026-0-601	HAZARD MITIGATION-OFFICE & CO	.00	1,750.00	.00	.00	.00	1,750.00	.00
9-1283-429-10-300-026-0-619	HAZARD MITIGATION-OTHER MISC	.00	45,000.00	.00	.00	.00	45,000.00	.00
1283 DESIGNATED PURPOSE GRANTS LVL 3		.00	50,000.00	.00	.00	.00	50,000.00	.00
9 YEAR 9		1,437,715.00	1,487,715.00	49,486.32	1,288,742.40	1,288,742.40	149,486.28	89.95

AI-19172

3.D.

**Interdepartmental Transfer for ADA Compliance Materials
CC CONSENT**

Date: 12/29/2009
Submitted By: Rolando Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information

CAPTION

Facilities Management (1100):
Approval of 2009 interdepartmental transfer from Elections department to Facilities Management in the amount of \$10,000.00

BACKGROUND

This transfer would allow Facilities Management to purchase and install materials and supplies for Elections Warehouse to conform to ADA compliance.

Fiscal Impact

FISCAL YEAR: 9
FUNDS AVAILABLE Y/N?: Y
BUDGETARY IMPACT:
available balance as of 12/22/09.

ACCT. #: 9-1100-41X-X0-XXX-001-0-XXX
MATCHING FUNDS Y/N?:

9-1100-414-00-130-001-0-743-->9-1100-419-40-220-001-0-671; \$10,000.00

Attachments

Link: Interdept Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/23/2009 02:33 PM	APRV
2	Olga Garza	Olga Garza	12/23/2009 03:30 PM	APRV
3	Auditor's Office		12/23/2009 04:39 PM	NEW

Form Started By: Rolando Garcia
Started On: 12/23/2009 02:18 PM
Final Approval Date: 12/23/2009

AI-19114

4.A.

Interfund Transfer from Pct. 1 Sanitation (1100) to Pct. 1 P/U Rd. (1201)
CC CONSENT

Date: 12/29/2009

Submitted By: Ivan Cantu, BUDGET & MANAGEMENT

Submitted For: Noe Montez, Pct. 1

Department: BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Interfund Transfers

Information

CAPTION

Pct. #1 P/U Rd. (1201):

Approval of interfund transfer from Pct. 1 Sanitation (1100) to Pct. 1 P/U Rd (1201) in the amount of \$201,886.59 in relation to the Pct. 1 Air Burner site land acquisition expenditures.

BACKGROUND

This transfer is to move back land acquisition monies in relation to the Pct. 1 Air Burner site to the Pct. 1 R & B budget. According to Noe Montez, purchase cannot be made by the ROW Dept. by the end of the year. The estimated amount needed to cover land purchase is \$225,000.00 as per ROW Dept.

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1X0X-43X-00-121-00X-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

9-1100-432-00-121-001-0-719 --> 9-1201-431-00-121-005-0-711 \$201,886.59; funds available as of 12-21-09.

This transfer is to move back land acquisition monies in relation to the Pct. 1 Air Burner site to the Pct. 1 R & B budget. According to Noe Montez, purchase cannot be made by the ROW Dept. by the end of the year. The estimated amount needed to cover land purchase is \$225,000.00 as per ROW Dept.

Attachments

Link: Pct. 1 Air Burner Site interfund transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	12/21/2009 10:35 AM	APRV
2	Budget & Management	Erika Zamora	12/21/2009 11:06 AM	APRV
3	Erika Zamora	Erika Zamora	12/23/2009 10:39 AM	APRV
4	Auditor's Office		12/23/2009 04:39 PM	NEW

Form Started By: Ivan Cantu

Started On: 12/21/2009 10:16
AM

Final Approval Date: 12/23/2009

AI-19161

4.B.

Interfund Transfer for Pct.#4 R&B

CC CONSENT

Date: 12/29/2009
Submitted By: Erika Zamora, BUDGET & MANAGEMENT
Submitted For: Dina Trevino
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information

CAPTION

Pct. #4 R&B (1204):
Approval of 2009 interfund transfer from Co. Wide Adm. to Pct. 4 R&B in the amount of \$50,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-XXXX-4XX-00-1XX-00X-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Funds available as of 12/23/09.

Attachments

Link: [Interfund Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/22/2009 04:47 PM	APRV
2	Manuel Chapa	Manuel Chapa	12/23/2009 08:15 AM	APRV
3	Auditor's Office		12/23/2009 04:39 PM	NEW

Form Started By: Erika Zamora
Started On: 12/22/2009 04:35 PM
Final Approval Date: 12/23/2009

DATE: December 22, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management for Pct. #4 R&B

ACCOUNT NUMBER: 9-1204-431-00-124-007-0-626

CONTACT PERSON: Erika Zamora **PHONE:** 292-7025 ext. 5416

SUBJECT: Interfund & BA - Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increases) to my departmental budget in accordance with Local Government Code, Chapter 111 Subchapter C.

[illegible]

REASON: Transfer to fund fuel expenditures.

AI-19163

6.A.

457 Plan Hardship WD

CC CONSENT

Date: 12/29/2009

Submitted By: Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE

Department: COMMISSIONERS' COURT EXEC. OFFICE

Agenda Category: Comm. Court Executive Office

Information

CAPTION

Approval of 457 Plan Hardship withdrawal request for employee #088099

BACKGROUND

Fiscal Impact

Attachments

Link: [form](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/23/2009 09:12 AM	APRV
2	Auditor's Office		12/23/2009 04:39 PM	NEW
Form Started By: Monica Badillo		Started On: 12/22/2009 05:16 PM		
Final Approval Date: 12/23/2009				

SIMPKINS & ASSOCIATES HARDSHIP REQUEST

Please print or type.

Plan Name

457 Plan

Participant Name

Employee # 088099

Address

Social Security N

SECTION I - Hardship

I understand that this withdrawal is not a distribution, other than the amount I am entitled to under the Plan, and is taxable as ordinary income unless I am at least 59½ years of age. I understand that this withdrawal will be subject to a 10% penalty tax unless I am at least 59½ years of age. I understand that this withdrawal will be subject to a 10% penalty tax unless I am at least 59½ years of age.

Hardship only to the extent that the amount of the withdrawal is not more than the amount of the non-taxable loans currently available to me. I represent that I have obtained all non-taxable loans currently available to me. I understand that this withdrawal will be subject to a 10% penalty tax unless I am at least 59½ years of age. I understand that this withdrawal will be subject to a 10% penalty tax unless I am at least 59½ years of age.

IRS rules require that you stop making contributions to the 401(k) Plan for at least 6 months upon taking this hardship withdrawal.

The IRS only allows the following reasons for taking a hardship withdrawal. Check the one that applies to you.

- () Medical expenses incurred by me, my spouse, or any of my dependents (or any expense necessary to obtain medical care).
- () Purchase (excluding mortgage payments) of my principal residence.
- () Payment of tuition, related educational fees, and room and board expenses for the next 12 months of post-secondary education for me, my spouse, my children, or my dependents.
- () The need to prevent eviction from or mortgage foreclosure on my primary residence.
- () Funeral or burial expenses for my parent, spouse, child or dependent.
- (x) Repair of casualty damage to my primary residence that would be deductible under IRC Section 165.

Hardship Requested \$ 100% Year-to-date deferrals _____

Total amount deferred since you initially joined the plan \$ _____

Have you ever taken a hardship before? yes If so what was the amount taken \$ _____

I hereby request a hardship withdrawal from my account. I meet and agree to the requirements above and understand the tax implications of this withdrawal. If I am directing my investment accounts, make the withdrawal based on my current investment direction election. I understand that there may be a fee charged to my account by Simpkins & Associates for processing this request.

PARTICIPANT SIGNATURE X Jose Angel Ramirez Date 12/21/09

SECTION II - Authorized Plan Representative

As the Authorized Plan Representative, I authorize you to perform the ministerial acts relating to the hardship distribution. This request is in compliance with our Plan document.

AUTHORIZED PLAN REPRESENTATIVE X Date _____

SECTION III - Distribution Procedure

- Determine if distribution request complies with all provisions of your plan documents and policies.
- S&A will help facilitate the check as requested above.

Fax request to:
Simpkins & Associates
(972) 980-7133

cc 12/29/09

mail ck to home when rec'd.

AI-19125

7.A.

**Bid approval - Housing Rehabilitation Program
CC CONSENT**

Date: 12/29/2009
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

The Urban County Program is requesting the award of bids and approval of contracts for the demolition and reconstruction of the following:

1. (1) unit in the City of Donna in the amount of \$38,600.00 to CRG HOMES Inc.
2. (2) units in the Countywide area in the amount of \$69,200.00 to G & G Contractors.
3. (2) units in the City of San Juan in the amount of \$80,000.00 to Rolando's General Construction.

BACKGROUND

These families were approved to receive assistance under the HOME-Homeowner Occupied Housing Rehabilitation Program by the County Commissioners' Court on September 8, 22 & 29, 2009. Bids were received and opened at the Hidalgo County Purchasing Department on Wednesday, December 16, 2009.

Fiscal Impact

Attachments

Link: [award of bids](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/21/2009 03:02 PM	APRV
2	Perla Lopez	Perla Lopez	12/22/2009 10:02 AM	APRV
3	Auditor's Office		12/23/2009 04:39 PM	NEW
Form Started By: Estella Webber		Started On: 12/21/2009 01:52 PM		
Final Approval Date: 12/23/2009				

HIDALGO COUNTY PURCHASING DEPARTMENT

BID TABULATION SHEET

DEPARTMENT NAME: COUNTY OF HIDALGO COUNTY URBAN COUNTY PROGRAM

BID OPENING DATE: DECEMBER 16, 2009 BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: The demolition and reconstruction of three (3) units in the county wide area along with Two (2) units in the city of San Juan, and one (1) unit in the city of Donna.

CONTRACTORS	Aida Gomez - CW	A. Lopez - CW	J. Garcia - Donna	O. Alaniz - San Juan	M. Ramos - San Juan	D. Garcia - CW
CRG HOMES	\$ 36,300.00	\$ 36,300.00	\$ 38,600.00	\$ 46,700.00	\$ 36,300.00	\$ 46,700.00
GRANDE VALLEY BUILDERS	\$ 42,240.00	\$ 49,280.00	\$ 56,784.00	\$ 66,352.00	\$ 55,328.00	\$ 68,904.00
G&G CONTRACTORS	\$ 34,600.00	\$ 34,600.00				
ROLANDOS GENERAL CONSTRUCTION	\$ 34,700.00	\$ 34,700.00	\$ 39,075.00	\$ 45,000.00	\$ 35,000.00	\$ 45,000.00
GMH CONSTRUCTION						\$ 39,800.00

Home Rehabilitation Program applicants CC CONSENT

Date: 12/29/2009
 Submitted By: Estella Webber, URBAN COUNTY
 Department: URBAN COUNTY
 Agenda Category: Urban County

Information

CAPTION

Request for approval of one (1) applicant in the City of Mercedes and one (1) in the City of Alamo under the HOME Homeowner Occupied Housing Rehabilitation Program.

BACKGROUND

The following families are being recommended for approval to receive assistance under the HOME Homeowner Occupied Housing Rehabilitation Program:

APPLICANT	CASE NUMBER	CITY	FUNDING YEAR	LOCATION OF PROPERTY
Maria C. Vasquez Deferred Loan 70% - Loan 30% Reconstruct	ME 50-09-06	Mercedes Precinct #1	HOME 2007	Lot 37 in Block 6 of the Colonia Garza Subdivision out of the Silva Subdivision of the Cavazos Tract, in Hidalgo County, Texas.
Antonio & Alicia Cortez Deferred Loan – Elderly Reconstruct	AM 05-09-02	Countywide Precinct #1	HOME 2007	All of Lot 12, in Block 76, Alamo Townsite Hidalgo County, Texas.

The amount of assistance to the family will be determined after receipt of bids through the procurement process. Thereafter, selection of bidders will be presented to County Commissioner's Court. Funding is available through the HOME 2007 Budget. The Urban County Program staff recommends approval of applicants.

Fiscal Impact

FISCAL YEAR: ACCT. #: Urban County Funds
 FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
 BUDGETARY IMPACT:
 Utilizing Urban County HOME funds under the 2007 budget.

Attachments

Link: [family assistance applicants](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/21/2009 03:02 PM	APRV
2	Perla Lopez	Perla Lopez	12/22/2009 09:42 AM	APRV
3	Auditor's Office		12/23/2009 04:39 PM	NEW

Form Started By: Estella Webber

Started On: 12/21/2009 02:04
PM

Final Approval Date: 12/23/2009

URBAN COUNTY PROGRAM

Hidalgo County Commissioner's Court Consent Agenda Request Form

No. _____

Date: December 21, 2009

Meeting Date Request: December 29, 2009

Deadline for Action: A.S.A.P

Contact Person: DIANA R. SERNA, DIRECTOR

Department: HOME Program

Phone: (956) 787-8127 Fax: (956) 787-5291

Diana R. Serna, Urban County Director *AB for D.R.S.*

Caption:

Request for approval of one (1) applicant in the City of Mercedes and one (1) in the City of Alamo under the HOME Homeowner Occupied Housing Rehabilitation Program.

Background:

The following families are being recommended for approval to receive assistance under the HOME Homeowner Occupied Housing Rehabilitation Program:

<u>APPLICANT</u>	<u>CASE NUMBER</u>	<u>CITY</u>	<u>FUNDING YEAR</u>	<u>LOCATION OF PROPERTY</u>
Maria C. Vasquez Deferred Loan 70% - Loan 30% Reconstruct	ME 50-09-06	Mercedes Precinct #1	HOME 2007	Lot 37 in Block 6 of the Colonia Garza Subdivision out of the Silva Subdivision of the Cavazos Tract, In Hidalgo County, Texas.
Antonio & Alicia Cortez Deferred Loan - Elderly Reconstruct	AM 05-09-02	Countywide Precinct #1	HOME 2007	All of Lot 12, in Block 76, Alamo Townsite Hidalgo County, Texas.

The amount of assistance to the family will be determined after receipt of bids through the procurement process. Thereafter, selection of bidders will be presented to County Commissioner's Court. Funding is available through the HOME 2007 Budget. The Urban County Program staff recommends approval of applicant's.

Please initial for approval:

HOME Manager
Finance

Legal Council _____ Budget _____ Human Resources _____ Dept./Fund No. _____ Amt. _____
Expended: \$ _____ Funds/ Staffing Budgeted: Yes _____ No _____ Amount Code: _____ Impact on Future Budget: Yes _____ No _____

Comments:

Action taken by Commissioner's Court:

Approved _____ Tabled _____ Denied _____ Motion made by _____ Seconded _____ Vote _____

Housing Rehab Program

ENTITY: City of Mercedes

PROJECT: Approval for Assistance under the HOME Homeowner Occupied Housing Rehabilitation Program.

FUNDING YEAR: HOME 2007

SYNOPSIS:

The family is being recommended for applicant approval under the HOME Homeowner Occupied Housing Rehabilitation Program. The applicant has been on the Countywide Waitlist since July 2008, and has met all of the program requirements for assistance under the HOME Homeowner Housing Rehabilitation Grant Program. The following is a profile of the project

Maria C. Vasquez

Family of two (2)

Applicant's age is 55 and daughter age is 17

Title Search: No Abstract & Liens

Flood Zone: No – Zone B

Insurance: N/A

Structures: 1

Taxes: current

Assets & Deposits: \$154.65

Debt to Income Ratio: 37%

Pay Back: Yes – 30% payback &
70 % Deferred

Number of Bedrooms: 2

Square Feet: 864

Total annual household income: \$ 6,408.00

HUD Income Limits (family of 2: \$ 25,550.00

Existing Dwelling: 1 bedrooms frame home, built in 1950.

RECOMMENDATION:

The HOME Staff recommends approval for assistance under the Housing Rehabilitation Program by the County Commissioner's Court.

INITIAL INSPECTION

Date: 6/29/09 City: MERCEDES If County Wide, Precinct #: _____

Name of Applicant: Maria C. Vasquez Inspector: Monica Guerra

Address: 621 Garcia Year House was Built: not

EXTERIOR

1. **Foundation Condition:** Good ☐ Repair ☐ Replace ☐
Foundation Type: Piers ☒ Concrete ☐
Is the foundation sound and free from hazards?

Notes: NO TERMITE SHIELD. STRUCTURELY WEAK.

2. **Exterior Walls:** Good ☐ Repair ☐ Replace ☒
Are the exterior surfaces sound and free from hazards?

Notes: OLD, ROTTED WOOD. HOLES THROUGHOUT NORTH SIDE
OF HOME. LOOKS LEAD BASED.

3. **Windows:** Good ☐ Repair ☐ Replace ☒

Notes: OK BUT OLD SCREENS ARE TORN. NOT DOUBLE PANED OR
INSULATED.

4. **Doors:** Good ☐ Repair ☐ Replace ☒

Notes: Floor has become uneven & door has warped.

5. **Overhang / Trim:** Good ☐ Repair ☐ Replace ☒

Notes: ROTTED WOOD

6. **Roof Shingles:** Good ☐ Repair ☐ Replace ☒

Notes: patch work but old & looks

Is the roof sound and free from hazards?

Notes: _____

7. **Other Exterior Structural Observations (stairs, rails, ramps, etc.):** _____

8. **Sewer Connected to City Main Line** []
Yard Line: Good ☒ Repair [] Replace []

Notes: city sewer

9. **Septic Tank:** NONE Good [] Repair [] Replace []
Sewer Connected to Septic System []
of years with current Septic System: _____

Is plumbing free from sewer back up? _____

Yard Line & Drain Fiel: Good [] Repair [] Replace []

Notes: _____

10. **Water Line:** Good [] Repair [] Replace ☒

Notes: OLD

11. **Gas Line:** Good [] Repair ☒ Replace []
LP Gas Line & Tank to Code Relocate [] Replace []

Notes: has gas leaks from line - heater.
natural gas -

12. **Other observations about all Exterior Plumbing / Drains / Sewer:** _____

13. **Electrical Lines:** Good ☐ Repair ☐ Replace ☐

Electrical Hazards – is the exterior of unit free from electrical hazards?:

Yes ☐ No ☐

Location(s): _____

Notes: _____

INTERIOR

14. Describe **Flooring Conditions** for Entire Dwelling: POOR CONDITION

Describe Specific Floor **Problem Areas**: whole house has become
weak & unlevelled.

Is Floor Repairable Yes ☐ No ☒

Notes: _____

15. Condition of **Kitchen Cabinets**: Good ☐ Repair ☐ Replace ☒

Notes: OLD & FALLING.

16. **Ceiling Coverings**: Good ☐ Repair ☐ Replace ☒

Notes: Sheetrock has fallen throughout home.
Mold as well

17. **Wall Coverings**: Good ☐ Repair ☐ Replace ☒

Interior Trim Good ☐ Repair ☐ Replace ☒

Interior Finish (Wall Texture) Good ☐ Repair ☐ Replace ☒

Notes: _____

18. **Water Heater**: 3 years Good ☒ Repair ☐ Replace ☐

Is hot water heater located and equipped in a safe manner and free of hazards?

Plumbing:Good [] Repair [] Replace [☒]

Is plumbing free from major leaks or corrosion that causes serious and persistent levels of rust or contamination of the drinking water?

Notes: under kitchen sink. shower. OLD GALVANIZED.
PLASTIC PIPES. NOT UP TO CODE.

19. **Insulation:**Good [] Repair [] Replace [☒]

Are the attic and walls appropriately insulated for regional conditions?

Notes: None.

20. **Lead Base Paint Assessment**Required [☒] Not Required []21. **Infestation** – Is the unit free from rats or severe infestation by mice or vermin?Yes [☒] No []

Notes: rats & roaches.

22. **Electrical Hazards** – are the rooms free from electrical hazards?:Yes [☒] No []

Location(s): EXPOSED WIRING IN BACK ROOM.

Notes: living room outlet would spark.

23. **INSPECTORS FINAL RECOMMENDATION (Rehab. or Recon. – list reasoning for recommendation):**

- Note- If more room is needed, attach additional sheet.

Housing Rehab Program

ENTITY: City of Alamo

PROJECT: Approval for Assistance under the HOME Homeowner Occupied Housing Rehabilitation Program.

FUNDING YEAR: HOME 2007

SYNOPSIS:

The family is being recommended for applicant approval under the HOME Homeowner Occupied Housing Rehabilitation Program. The applicant has been on the Countywide Waitlist since January 2008, and has met all of the program requirements for assistance under the HOME Homeowner Housing Rehabilitation Grant Program. The following is a profile of the project

**Antonio & Alicia
Cortez**

Family of two (2)	
Applicant's age is 77 and spouse's age is 75	
Title Search:	No Abstract & Liens
Flood Zone:	No – Zone X
Insurance:	N/A
Structures:	1
Taxes:	current
Assets & Deposits:	\$1,100.00
Debt to Income Ratio:	N/A
Pay Back:	No - Deferred Loan - Elderly
Number of Bedrooms:	2
Square Feet:	864
Total annual household income:	\$ 19,404.00
HUD Income Limits (family of 2):	\$ 29,200.00

Existing Dwelling: 3 bedrooms frame home, built in 1961.

RECOMMENDATION:

The HOME Staff recommends approval for assistance under the Housing Rehabilitation Program by the County Commissioner's Court.

INITIAL INSPECTION

Date: 10/22/09 City: Alamo If County Wide, Precinct #: 2
Name of Applicant: Antonio & Alicia Cortez Inspector: A. Garcia
Address: 626 S. 7th ST. Year House was Built: N/A

EXTERIOR

1. **Foundation Condition:** Good ☐ Repair ☐ Replace ☒
Foundation Type: Piers ☒ Concrete ☐
Is the foundation sound and free from hazards?
Notes: Sagging, weak
2. **Exterior Walls:** Good ☐ Repair ☐ Replace ☒
Are the exterior surfaces sound and free from hazards?
Notes: Old weathered
3. **Windows:** Good ☐ Repair ☐ Replace ☒
Notes: Hard to open and close
4. **Trim:** Good ☐ Repair ☐ Replace ☒
Notes: Old and weathered
5. **Overhang / Trim:** Good ☐ Repair ☐ Replace ☒
Notes: Same as trim
6. **Roof Shingles:** Good ☐ Repair ☐ Replace ☒
Notes: Leaky

7. Roof: Good [] Repair [] Replace [✓]
Front Porch Roof Good [] Repair [] Replace [✓]
Rear Porch Roof Good [] Repair [] Replace [✓]

Is the roof sound and free from hazards?

Notes: _____

8. Other Exterior Structural Observations (stairs, rails, ramps, etc.): _____

9. Sewer Connected to City Main Line []
Yard Line: Good [] Repair [] Replace [✓]

Notes: Clogged

10. Septic Tank: N/A Good [] Repair [] Replace []
Sewer Connected to Septic System []
of years with current Septic System: _____

Is plumbing free from sewer back up? _____

Yard Line & Drain Field: Good [] Repair [] Replace []

Notes: N/A

11. Water Line: Good [] Repair [] Replace []

Notes: OK

12. Gas Line: Good [] Repair [] Replace []
LP Gas Line & Tank to Code Relocate [] Replace []

Notes: OK

13. Doors (front & back): Warped frame Good [] Repair [] Replace [✓]

Notes: _____

14. Other observations about all Exterior Plumbing / Drains / Sewer: _____

Lots of exposed piping

14. Electrical Lines: Good [] Repair [] Replace [☒]

Electrical Hazards – is the exterior of unit free from electrical hazards?:

Location(s): All over Yes [] No []

Notes: Exposed wires, old romex type.

INTERIOR

15. Describe Flooring Conditions for Entire Dwelling: Very bad

Describe Specific Floor Problem Areas: All over

Is Floor Repairable Yes [] No [☒]

Notes: _____

16. Condition of Kitchen Cabinets: Good [] Repair [] Replace [☒]

Notes: _____

17. Ceiling Coverings: Good [] Repair [] Replace [☒]

Notes: Water Damage

18. Wall Coverings:
Interior Trim Good [] Repair [] Replace [☒]
Interior Finish (Wall Texture) Good [] Repair [] Replace [☒]

Notes: _____

19. Water Heater Giving oil Good [] Repair [] Replace [☒]
Is hot water heater located and equipped in a safe manner and free of hazards?

Plumbing: Good [] Repair [] Replace [☒]
Is plumbing free from major leaks or corrosion that causes serious and persistent levels of rust or contamination of the drinking water?

Notes: _____

20. Insulation: NONE Good [] Repair [] Replace []
Are the attic and walls appropriately insulated for regional conditions?

Notes: _____

21. Lead Base Paint Assessment Required [] Not Required []

22. Infestation – Is the unit free from rats or severe infestation by mice or vermin?

Yes [] No [☒]

Notes: NO

23. Electrical Hazards – are the rooms free from electrical hazards?:

Yes [☒] No []

Location(s): All over

Notes: Exposed wires and electrical cords

24. INSPECTORS FINAL RECOMMENDATION (Rehab. or Recon. – list reasoning for recommendation):

Rebuild

AI-19124

8.A.

**BCAP Application for Payment #4 Sundowner's Retirement Center
Subdivision Pct. No. 2**

CC CONSENT

Date: 12/29/2009
Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For: Agapito Vargas
Department: COLONIA ACCESS PROGRAM
Agenda Category: Purchasing Department

Information

CAPTION

Acceptance and approval of Application for Payment No. 4 in the amount of \$36,053.55 from Closner Construction Co., L.C. contracted vendor for Sundowner's Retirement Center Subdivision as submitted by Dos Logistics Inc. (C-CAP-09-188-07-07).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 ACCT. #: 9-1312-431-00-122-940-0-733/841
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
P.O.# 625663 Pending 2 LIT AI-19119, & 19120 12/29/09 and P.O.Increase (see attachment).

Attachments

Link: Application for Payment #4 Sundowner's Retirement Center Subdivision
Link: P.O. Increase 625663

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/22/2009 02:47 PM	APRV
2	Budget & Management	Erika Zamora	12/22/2009 03:03 PM	APRV
3	Roland Garcia	Rolando Garcia	12/23/2009 03:28 PM	APRV
4	Auditor's Office		12/23/2009 04:39 PM	NEW

Form Started By: Marcie Jackson
Started On: 12/21/2009 01:41 PM
Final Approval Date: 12/23/2009

APPLICATION FOR PAYMENT NO. 4

To: Hidalgo County (OWNER)
 From: Closner Construction Co., L.C. (CONTRACTOR)
 Contract: _____
 Project: Road & Drainage Sundowner's Retirement Center Subdivision
 Owner's Contract No. C-CAP-09-188-07-07 Engineer's Project No. #61818
 For Work accomplished through the date of: November 20, 2009

1. Original Contract Price:	\$	219,997.65
2. Net change by Change Order and Written Agreements(+or-):	(+) \$	6,678.00
3. Current Contract Price (1 plus 2):	\$	226,675.65
4. Total completed and stored to date:	\$	224,395.65
5. Retainage (per Agreement):		
<u>10%</u> of completed Work:	\$	22,439.57
_____ of stored material		
Total Retainage:	\$	22,439.57
6. Total completed and stored to date less retainage (4 minus 5)	\$	201,956.08
7. Less previous Application for Payments:	\$	165,902.53
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)	\$	36,053.55

Accompanying Documentation:

9.1312.431.00.122.940.0.841.1 = \$ 27,176.50 <- 2,777.65> = \$ 24,998.85
 9.1312.431.00.122.940.0.733.1 = \$ 912.00 <- 91.20> = \$ 820.80
 9.1202.126.30.000.015.0.000 = \$ 11,371.60 <- 1,137.10> = \$ 10,233.90

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date _____

State of _____
 County of _____
 Subscribed and sworn to before me this _____
 day of _____

Notary Public
 My Commission expires: _____

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date DEC. 2. 2009

CONTRACTOR

By: _____



DOS LOGISTICS INC.
 ENGINEER

By: [Signature], P.E.

Exhibit E-C

[illegible]

Colonia: Sundowner's Retirement Center Subdivision
 Roadway: Easy Street and Grato Street
 Control: CSJ 3C-1080-940
 Project No: C-CAP-09-188-07-07
 County: Hidalgo
 Est. No: 4

Contractor: Closner Construction Co. L.C.
 Contract Price: \$219,997.65
 Current Contract Price: \$226,675.65
 Work Done this Mo.: \$224,395.65
 % Complete: 98.99%

Date Began: July 13, 2009
 Contract Time: 120 (Contract Time Extension to 149 days)
 Time Charged: 131
 % Time Used: 87.92%

Work Type: Paving & Drainage
 Limits:

From:
 To:

					FIRST MONTH JULY			SECOND MONTH AUGUST			THIRD MONTH OCTOBER			FOURTH MONTH NOVEMBER			
ITEM NO.	DESCRIPTION	UNIT	PROJECT QTY	Unit Price	Project Amount	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)
(901)ADMINISTRATIVE																	
(902) PRELIMINARY ENGINEERING																	
(903) CONSTRUCTION ENGINEERING																	
(904) RIGHT-OF-WAY																	
(905) ROADWAY CONSTRUCTION																	
100	PREP ROW	STA	18.600	\$150.00	\$2,790.00	0.000	0	\$0.00	18.600	18.600	\$2,790.00		0	0.00		0	0.00
247	FLEX BASE (RDWY DELTY D GR 6 CL 4)(COMP IN PLAC)	CY	1377.000	\$20.70	\$28,503.90	0.000	0	\$0.00		0	\$0.00	1377.000	1377.000	28,503.90		0	0.00
251	REWORKING BASE MATERIAL	SY	3308.000	\$1.25	\$4,135.00	0.000	0	\$0.00	3308.000	3308.000	\$4,135.00		0	0.00		0	0.00
310	ASPH MATRL (MC-30)	GAL	1158	\$7.25	\$8,395.50	0.000	0	\$0.00		0	\$0.00		0	0.00	1158.000	1158.000	8,395.50
340	HOT MIX (TY D)	TON	496	\$62.00	\$30,752.00	0.000	0	\$0.00		0	\$0.00		0	0.00	496.000	496.000	30,752.00
500	MOBILIZATION	LS	1.000	\$2,000.00	\$2,000.00	1.000	1.000	\$2,000.00		0	\$0.00		0	0.00		0	0.00
502	BARRICADES, SIGNS, AND TRAF HANDLE	MO	3.000	\$1,000.00	\$3,000.00	1.000	1.000	\$1,000.00	1.000	2.000	\$1,000.00	1.000	3.000	1,000.00		0	0.00
506	TEMPORARY SEDIMENT CONTROL FENCE	LF	252.000	\$2.25	\$567.00	0.000	0	\$0.00	252.000	252.000	\$567.00		0	0.00		0	0.00
529	CONCRETE CURB & GUTTER (TY A)(BARRIER)	LF	3646.000	\$7.75	\$28,256.50	0.000	0	\$0.00	1500.000	1500.000	\$11,625.00	2146.000	3646.000	16,631.50		0	0.00
529	VALLEY GUTTER (4FT)	LF	75.000	\$24.00	\$1,800.00	0.000	0	\$0.00		0	\$0.00	75.000	75.000	1,800.00		0	0.00
2500	EN-1 TREATED FLEXBASE	SY	6821.000	\$0.75	\$5,115.75	0.000	0	\$0.00		0	\$0.00	6821.000	6821.000	5,115.75		0	0.00
2500	EN-1 ROAD BOND	GAL	52.000	\$85.00	\$4,420.00	0.000	0	\$0.00	25.000	25.000	\$2,125.00	27.000	52.000	2,295.00		0	0.00
													0			0	
													0			0	
(906) DRAINAGE																	
402	TRENCH PROTECTION	LF	1755.000	\$0.50	\$877.50	1038.000	1038.000	\$519.00	717.000	1755.000	\$358.50		0	0.00		0	0.00
435	RIPRAP (CONC)(6")	CY	3.000	\$380.00	\$1,140.00	0.000	0	\$0.00	3.000	3.000	\$1,140.00		0	0.00		0	0.00
464	RCP (CL III)(18")	LF	392.000	\$28.50	\$11,172.00	0.000	0	\$0.00	392.000	392.000	\$11,172.00		0	0.00		0	0.00
464	RCP (CL III)(24")	LF	695.000	\$34.50	\$23,977.50	695.000	695.000	\$23,977.50		0	\$0.00		0	0.00		0	0.00
464	RCP (CL III)(30")	LF	613.000	\$42.50	\$26,052.50	339.000	339.000	\$14,407.50	274.000	613.000	\$11,645.00		0	0.00		0	0.00
465	INLET (COMPL)(TY A)	EA	7.000	\$1,300.00	\$9,100.00	0.000	0	\$0.00	7.000	7.000	\$9,100.00		0	0.00		0	0.00
465	MANHOLE (COMPL)(TY A)	EA	4.000	\$1,700.00	\$6,800.00	0.000	0	\$0.00	4.000	4.000	\$6,800.00		0	0.00		0	0.00
530	DRIVEWAY (CONC)(4")	SY	666.000	\$36.00	\$23,976.00	0.000	0	\$0.00		0	\$0.00	666.000	666.000	23,976.00		0	0.00
530	DRIVEWAY (ASPH)(TY PBR-1)	SY	76.000	\$12.00	\$912.00	0.000	0	\$0.00		0	\$0.00		0	0.00	76.000	76.000	912.00
531	CONCRETE SIDEWALK	SY	29.000	\$22.50	\$652.50	0.000	0	\$0.00		0	\$0.00	29.000	29.000	652.50		0	0.00
644	SMALL SIGNS	EA	6.000	\$380.00	\$2,280.00	0.000	0	\$0.00		0	\$0.00		0	0.00		0	0.00

Monthly Totals:	\$41,904.00	\$62,457.50	\$79,974.65	40,059.50
ADMINISTRATIVE (901)				
PRELIMINARY ENGINEERING (902)				
CONSTRUCTION ENGINEERING (903)				
RIGHT-OF-WAY (904)				
Roadway (905):	\$3,000.00	\$22,242.00	\$55,346.15	39,147.50
Drainage (906):	\$38,904.00	\$40,215.50	\$24,628.50	912.00

Total to Date

Roadway (905):
 Drainage (906):
 Total

\$119,735.65
 \$104,660.00
 \$224,395.65

Prepared and Checked By:

Signature:

Printed Name:

José G. Reyes

Date:

DEC. 2. 2009

PURCHASE ORDER INCREASE

COUNTY OF HIDALGO

Department: Hidalgo County Precinct #2 B.C.A.P.
Contact Name: Marcie Jackson
Telephone # (956) 787-1891

Purchase Order Number: 625663
Increase # 4 for this Purchase Order
Procurement Method:

TO: Vendor Number: 261564
Vendor Name: Closner Construction Co.
Address: 2809 W Exp 83
La Feria, Tx. 78559

- ☐ Contract # C-CAP-09-188-07-07
☐ Cooperative Awarded Vendor
(TBPC State Award, TCPN, TASB-Buyboard)
☐ Quotes over \$1,000.00 (verbal quotes)
☐ Quotes over \$5,000.00
(attach written quotes)

Increase Purchase Order for the following items:

Quantity	UOM	Description	Unit Price	Amount
		<i>Amount of Original Purchase Order</i>		\$227,754.28
1	Each	ROAD AND DRAINAGE CONSTRUCTION OF SUNDOWNER'S RETIREMENT CENTER SUBDIVISION ROAD (75,695.56) DRAINAGE (100,262.00)		27,776.50
		<i>Amount of Increase Request</i>		\$27,776.50
		TOTAL AMOUNT		\$255,530.78

Account Number: 9-1312-431-00-122-940-0-841

Reason: TO COVER CONSTRUCTION COST FOR SUNDOWNER'S RETIREMENT CENTER
SUBDIVISION. NOTE – PENDING LIT'S AI-19119, & 19120 12/29/09

Authorization: _____
Department Head

December 21, 2009
Date

Reviewed by: _____
Purchasing Department

Date

Approved By: _____
Purchasing Agent

Date

Approved By: _____
Hidalgo County Auditor

Date

AI-19133

8.B.

**BCAP Application for Payment #1 Esperanza Estates Subdivision Pct. No. 2
CC CONSENT**

Date: 12/29/2009
Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For: Agapito Vargas
Department: COLONIA ACCESS PROGRAM
Agenda Category: Purchasing Department

Information

CAPTION

Acceptance and approval of Application for Payment No. 1 in the amount of \$24,689.25 from Total Commitment, LLC contracted vendor for Esperanza Estates Subdivision as submitted by Dos Logistics, Inc. (C-CAP-09-288-08-04)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 ACCT. #: 9-1312-431-00-122-262-0-733
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
P.O.# 631221

Attachments

Link: [Application for Payment #1 Esperanza Estates Subdivision](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department		12/23/2009 04:39 PM	PEND
2	Budget & Management	Erika Zamora	12/22/2009 03:04 PM	APRV
3	Roland Garcia	Rolando Garcia	12/23/2009 09:35 AM	APRV
4	Auditor's Office	Angela Garcia	12/23/2009 04:39 PM	APRV

Form Started By: Marcie Jackson
Started On: 12/22/2009 08:49 AM
Final Approval Date: 12/23/2009

APPLICATION FOR PAYMENT NO. 1

To: Hidalgo County Precinct #2 (OWNER)
 From: TOTAL COMMITMENT, LLC (CONTRACTOR)
 Contract: _____
 Project: Road & Drainage Construction for Esperanza Estates Subd.
 Owner's Contract No. C-CAP-09-288-08-4 Engineer's Project No. C-CAP-09-288-07-15-YSI
 For Work accomplished through the date of: 10/9/09 - 12/21/09

1. Original Contract Price:	\$	131,181.00
2. Net change by Change Order and Written Agreements(+or-):	(+)	\$ 3,000.00
3. Current Contract Price (1 plus 2):	\$	134,181.00
4. Total completed and stored to date:	\$	27,432.50
5. Retain age (per Agreement):		
10% of completed Work:	\$	2,743.25
of stored material		
Total Retain age:	\$	2,743.25
6. Total completed and stored to date less retain age (4 minus 5)	\$	24,689.25
7. Less previous Application for Payments:	\$	-
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)	\$	24,689.25

Accompanying Documentation:

REQ#164671 P.O.# 631221
 9-1312-431-00-122-262-0-733→\$27,432.50
 <-2,743.25>=\$24,689.25

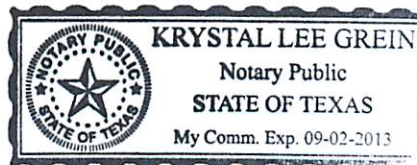
CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date 12/21/09
 State of Texas
 County of Hidalgo
 Subscribed and sworn to before me this 21
 day of December

Total Commitment LLC.
 CONTRACTOR
 By: [Signature]

Krystal Grein
 Notary Public
 My Commission expires: 09-02-2013



Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date 12/21/09

DOS LOGISTICS INC.
 ENGINEER
 By: [Signature]

TOTAL COMMITMENT, LLC	Contractor Name
October 9, 2009	Starting Date
	Project Ending Date
10%	Retainage Percent

Application No.:	1
Application Date:	December 4, 2009
Period To:	December 21, 2009
Engineer Firm:	Dos Logistics, Inc.

Summary												
CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
3C1080262	Esperanza	\$ 131,181.00	\$ 134,181.00	\$ 27,432.50	\$ -	\$ -	\$ 27,432.50	\$ 106,748.50	\$ 2,743.25	\$ 24,689.25	\$ -	\$ 24,689.25
		\$ 131,181.00	\$ 134,181.00	\$ 27,432.50	\$ -	\$ -	\$ 27,432.50	\$ 106,748.50	\$ 2,743.25	\$ 24,689.25	\$ -	\$ 24,689.25

Estimate Quantity Update Worksheet

Date: 12/21/2009

Colonia: Road & Drainage Construction for Esperanza Estates Subd.
 Roadway: Esperanza Street
 Control:
 Project No: CAP-09-288-07-15-YSI
 County: Hidalgo
 Est. No: Hidalgo County Precinct #2

Contractor: TOTAL COMMITMENT, LLC
 Contract Price: \$134,181.00
 Work Done this Mo.: \$27,432.50
 % Complete: 20.44%

Date Began: 10/9/2009
 Contract Time: 150
 Time Charged: 74
 % Time Used: 49.33%

Work Type: Paving & Drainage
 Limits: Storm Water
 From: Station 0+00
 To: Station 8+15

						FIRST MONTH December			SECOND MONTH January			THIRD MONTH February		
ITEM NO.	DESCRIPTION	UNIT	PROJECT QTY	Unit Price	Project Amount	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)
(901)ADMINISTRATIVE														
(902) PRELIMINARY ENGINEERING														
(903) CONSTRUCTION ENGINEERING														
(904) RIGHT-OF-WAY														
(905) ROADWAY CONSTRUCTION														
100	PREP ROW	STA	12.700	\$400.00	\$5,080.00	0.000	0	\$0.00		0	\$0.00		0	0.00
247	FLEX BASE (RDWY DEL)(TY D GR 6 CL 4)(COMP IN PLAC)	CY	940.000	\$5.50	\$5,170.00	0.000	0	\$0.00		0	\$0.00		0	0.00
251	REWOKING BASE MATERIAL	SY	2752.000	\$2.50	\$6,880.00	0.000	0	\$0.00		0	\$0.00		0	0.00
310	ASPH MATRL (MC-30)	GAL	806	\$3.50	\$2,821.00	0.000	0	\$0.00		0	\$0.00		0	0.00
340	HOT MIX (TY D)	TON	341	\$93.00	\$31,713.00	0.000	0	\$0.00		0	\$0.00		0	0.00
500	MOBILIZATION	LS	1.000	\$1,000.00	\$1,000.00		0	\$0.00		0	\$0.00		0	0.00
502	BARRICADES, SIGNS, AND TRAF HANDLE	MO	3.000	\$1,000.00	\$3,000.00		0	\$0.00		0	\$0.00		0	0.00
506	TEMPORARY SEDIMENT CONTROL FENCE	LF	144.000	\$3.00	\$432.00	0.000	0	\$0.00		0	\$0.00		0	0.00
529	CONCRETE CURB & GUTTER (TY A)(BARRIER)	LF	2602.000	\$7.00	\$18,214.00	0.000	0	\$0.00		0	\$0.00		0	0.00
2500	EN-1 TREATED FLEXBASE	SY	4357.000	\$2.00	\$8,714.00	0.000	0	\$0.00		0	\$0.00		0	0.00
2500	EN-1 ROAD BOND	GAL	35.000	\$80.00	\$2,800.00	0.000	0	\$0.00		0	\$0.00		0	0.00
						0.000	0	\$0.00		0	\$0.00		0	0.00
(906) DRAINAGE														
402	TRENCH PROTECTION	LF	986.000	\$1.50	\$1,479.00	815.000	815.000	\$1,222.50		0	\$0.00		0	0.00
464	RCP (CL III)(18")	LF	64.000	\$20.00	\$1,280.00	16.000	16.000	\$320.00		0	\$0.00		0	0.00
464	RCP (CL III)(24")	LF	967.000	\$26.00	\$25,142.00	815.000	815.000	\$21,190.00		0	\$0.00		0	0.00
465	INLET (COMPL)(TY A)	EA	4.000	\$2,200.00	\$8,800.00	1.000	1.000	\$2,200.00		0	\$0.00		0	0.00
465	MANHOLE (COMPL)(TY A)	EA	2.000	\$2,000.00	\$4,000.00	1.000	1.000	\$2,000.00		0	\$0.00		0	0.00
530	DRIVEWAY (CONC)(4")	SY	36.000	\$36.00	\$1,296.00		0	\$0.00		0	\$0.00		0	0.00
530	DRIVEWAY (ASPH)(TY PBR-1)	SY	168.000	\$20.00	\$3,360.00	0.000	0	\$0.00		0	\$0.00		0	0.00
C0-1	C/O #1-SEWER SERVICE ADJUSTMENTS		1.000	\$3,000.00	\$3,000.00	0.167	0.167	\$500.00		0	\$0.00		0	0.00

Monthly Totals:	\$27,432.50	\$0.00	0.00
ADMINISTRATIVE (901)			
PRELIMINARY ENGINEERING (902)			
CONSTRUCTION ENGINEERING (903)			
RIGHT-OF-WAY (904)			
Roadway (905):	\$0.00	\$0.00	0.00
Drainage (906):	\$27,432.50	\$0.00	0.00

Total to Date

Roadway (905): \$0.00
 Drainage (906): \$27,432.50
 Total: \$27,432.50

Prepared and Checked By:

Signature:
 Printed Name:

Hugo P. Gonzalez Jr., PE

Date:

12/21/09

AI-19160

8.C.

**Renewal/Extension-Waste Water Management System for Pct. 1
CC CONSENT**

Date: 12/29/2009
Submitted By: Gricelda Villarreal, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Requesting authority to exercise the option to renew/extend the additional one (1) year option as provided in the contract for: Waste Water Management System for Precinct No. 1", (E09-060-01-13) between Hidalgo County and Agustin Gomez, under the same rates, terms and conditions, effective January 30, 2010, terminating January 29, 2011.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1211-452-00-121-013-0-350
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO #616235-Amount available as of 12-23-09 \$1,150.00 for Agustin Gomez.

2010 Approved budget for obj. code 350 "Other Services" is \$23,800.00

Attachments

Link: [Memo-Contract](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/23/2009 01:39 PM	APRV
2	Budget & Management	Erika Zamora	12/23/2009 02:31 PM	APRV
3	Ivan Cantu	Ivan Cantu	12/23/2009 02:51 PM	APRV
4	Auditor's Office		12/23/2009 04:39 PM	NEW

Form Started By: Gricelda Villarreal
Started On: 12/22/2009 04:07 PM
Final Approval Date: 12/23/2009

Cris Villarreal

From: Noe Montez [noe.montez@co.hidalgo.tx.us]
Sent: Tuesday, December 08, 2009 9:18 AM
To: Cris Villarreal; robert.elizondo@co.hidalgo.tx.us
Subject: Re: renewal of contract C-08-424-12-23

cris: please initiate the process to extend the contract for the additional year as you have indicated.

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

From: "Cris Villarreal" <cris.villarreal@co.hidalgo.tx.us>
Sent 12/4/2009 3:05:41 PM
To: "'noe.montez'" <noe.montez@co.hidalgo.tx.us>
Cc: "'Darlene Betancourt'" <darlene.betancourt@co.hidalgo.tx.us>
Subject: renewal of contract C-08-424-12-23



Noe,

Just wanted to remind you that the contract referenced above will expire on 12-23-09. It has one (1) additional year extension option so I need to know if you will want to extend the contract. Please let me know or your recommendation so that I can proceed with agenda request for the next Commissioners' Court meeting.

Thank you,

Gricelda (Cris) Villarreal, Buyer II
Hidalgo County Purchasing Department
Ph: 956-318-2626 or 956-292-7000, ext. 4867
Fax: 956-318-2629
email: cris.villarreal@co.hidalgo.tx.us

cc:
cc:



Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

December 17, 2009

Mr. Agustin Gomez
d/b/a Waste Water Management System
P.O. Box 1012
Elsa, Texas 78543

Via Fax: 292-2044

Re: **Renewal/Extension- E-09-060-01-13**
Waste Water Management System for Hidalgo County Precinct No. 1

Dear Mr, Gomez:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's option to exercise the final year extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of **December 29, 2009** for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than **Tuesday, December 22, 2009** via facsimile to (956) 956-318-2629 or email to: cris.villarreal@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

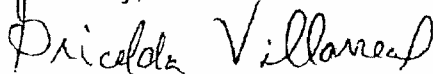
By: 

Date: 12/18/09

Additionally, we are requesting your company provide an updated Certificate of Insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualifications).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,



Griselda (Cris) Villarreal, Buyer II
Hidalgo County Purchasing Department



PURCHASING DEPARTMENT
County Of Hidalgo

E-09-061-01-13

January 6, 2009

Mr. Agustin Gomez, Owner
d/b/a Waste Water Services
P.O. Box 1012
Elsa, Texas 78543

Re: Renewal/Extension-C-08-030-01-30
Waste Water Management System For Hidalgo County Precinct #1

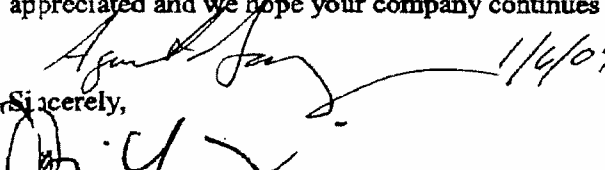
Dear Mr. Gomez:

Please be advised that Hidalgo County will be requesting permission by Hidalgo County Commissioners' Court at the regular meeting on, Tuesday, January 13, 2009 to exercise the option to renew/extend the first (1st) year of the additional two (2) one (1) year term extension as provided in the current contract referenced above for: "Waste Water Management System" for Hidalgo County Precinct #1, under the same rates, terms and conditions. Renewal/Extension date effective as of January 30, 2009, terminating January 29, 2010.

Please acknowledge receipt of notice of intent to renew/extend current contract in place under the same rates, terms and conditions by signing below and returning to the Purchasing Department by no later than, Tuesday, January 6, 2009, 3:00 P.M., via facsimile to (956) 318-2629 attn: Vangie Y. Garcia, Contract's Mgr. and/or by email: evangelina.garcia@co.hidalgo.tx.us

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 292-7000-Extension 4856. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,


Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department

Xc: file

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

CONSULTING SERVICES AGREEMENT
C-08-030-01-30

THIS CONSULTING SERVICES AGREEMENT (the "Agreement") is made this **30TH** day of **January, 2008**, by and between, HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas ("County"), and

Whereas, County is required to achieve and maintain compliance with the requirements of the Texas Natural Resource Conservation Commission ("TNRCC") with respect to certain operators at **Hidalgo County Precinct No. 1**, (the "Precinct") and

Whereas, to insure that the standards of the TNRCC are met, it will be necessary for County to secure the assistance of a holder of a wastewater treatment plant operator's certificate, issued by TNRCC, and

Whereas, **Agustin Gomez d/b/a Agustin Gomez Waste Water Services** possesses particular experience and expertise in the areas relating to compliance with TNRCC compliance, and possesses a Class A Wastewater Treatment Plant Operator's License, and

Whereas, County wishes to engage the services of **Agustin Gomez d/b/a Agustin Gomez Waste Water Services** to assist County in securing and maintaining compliance with TNRCC regulations.

NOW, THEREFORE, IN consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows

1. **Agustin Gomez d/b/a Agustin Gomez Waste Water Services** represents and warrants to County that he has experience and expertise in the field of compliance with TNRCC regulations, as the same relate to County's operations of the Park, and that he is the current holder of a Class A Wastewater Treatment Plant Operator's Certificate issued by TNRCC, as further described in Exhibit "D" which is attached hereto and incorporated herein by reference for all purposes. In the event of the lapse, revocation or other termination of such license, this Agreement shall automatically terminate and be of no further force and effect. The fact of any such lapse, revocation or other termination of Agustin Gomez's Class A Wastewater Treatment Plant Operator's Certification shall be immediately reported by Agustin Gomez to the Hidalgo County Precinct No. 1 Commissioner, and to the Hidalgo County Judge.

2. **Agustin Gomez d/b/a Agustin Gomez Waste Water Services** shall assist County in its operation of the Park and in the preparation of all reports and proposals which are necessary to assure that County is operating the Park in compliance with TNRCC regulations.

3. **Agustin Gomez d/b/a Agustin Gomez Waste Water Services** shall present monthly reports, in person to the Hidalgo County Precinct No. 1 Commissioner relating to Agustin Gomez's work under the provisions hereof and relating to the actions necessary by County in order to operate the Park in compliance with TNRCC regulations.

4. **Agustin Gomez d/b/a Agustin Gomez Waste Water Services** shall submit monthly written invoices, describing in detail satisfactory to County, the services provided during the preceding month, under the terms of this Agreement. Upon receipt and approval of such invoices, they will be submitted for payment by the County. Compensation for the services herein described shall be **\$ 1,150.00** monthly, as further described in Exhibit "B" which is attached hereto and incorporated herein by reference for all purposes.

5. **Agustin Gomez d/b/a Agustin Gomez Waste Water Services** at all times, will act as an independent contractor and will not act or hold itself out to third parties as an employee or agent of County in the provision of consulting services under the terms of this Agreement. County will not withhold income tax or FICA tax on behalf of Agustin Gomez or any of his partners, employees, subcontractors or agents. In addition, none of the foregoing shall have any claim under this Agreement or otherwise against County for vacation pay, sick leave, unemployment insurance, worker's compensation, retirement benefits, disability benefits, civil service benefits, or employee benefits of any kind. Agustin Gomez will have the exclusive responsibility for the payment or provision of all such taxes and benefits and arrangement for all insurance coverages for its employees, agents, officers or partners, and shall discharge such obligations fully.

6. **Agustin Gomez d/b/a Agustin Gomez Waste Water Services** shall incur no financial obligation or any other obligation on behalf of County without prior written approval of the Commissioners' Court. Agustin Gomez will be responsible for all personal and professional expenses incurred by Agustin Gomez.

7. **Agustin Gomez d/b/a Agustin Gomez Waste Water Services** will indemnify and hold County harmless from any and all claims, actions, liability and expenses (including costs of judgments, settlements, court costs and attorneys fees, regardless of the outcome of such claim or action) caused by, resulting from, or alleging negligent or intentional acts or omissions or any failure to perform any obligations undertaken or any covenant this Agreement, whether such act, omissions or failure was Agustin Gomez's or that of any person providing services hereunder by or through Agustin Gomez upon written notice from County, Agustin Gomez will resist and defend at its own expense, and by counsel reasonably satisfactory to County, any such claim or action. Agustin Gomez will carry proper insurance with County named as an additional named insured to the extent such is reasonably available.

If to County:

Juan D. Salinas, III
County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Company:

Agustin Gomez
d/b/a Agustin Gomez Waste Water Services
P.O. Box 1012
Elsa, Texas 78543

Each notice, demand, request or Communication which shall be delivered or mailed in the matter described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

8. This Agreement will be for a period of one (1) year with the County's option to renew for an additional two (2) one (1) year periods, under the same rates, terms and conditions and with the County's sole discretion to extend this agreement for an additional sixty (60) day grace period at the end of the term for unforeseen delays in the award of the new bid and contingent upon cost to remain unchanged as set forth in Exhibit "B" attached hereto, unless this Contract is earlier terminated pursuant to the provisions herein, whichever occurs first with or without cause on thirty (30) days written notice to **Agustin Gomez d/b/a Agustin Gomez Waste Water Services**.

9. Following the expiration or termination of this Agreement, **Agustin Gomez d/b/a Agustin Gomez Waste Water Services** agrees to do nothing that may interfere with a County contract or in the operation of the Program.

10. Miscellaneous Provisions.

10.01 **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is a conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive, or judicial regulation, order or decree, or amended thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

10.02 **No Waiver.** No Waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

10.03 **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and **Agustin Gomez d/b/a Agustin Gomez Waste Water Services**, and not otherwise.

10.04 **Texas Law to Apply.** This Agreement shall be construed under any accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

10.05 **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the

addresses set forth below, or at such other address as may have been therefore specified by written notice delivered in accordance herewith:

10.06 Additional Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

10.07 Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

10.08 Assignment. This Agreement shall not be assignable by either party hereto.

10.09 Headings. The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provisions or paragraph hereof.

10.10 Gender and Number. All pronouns used in this agreement shall include the other gender, whether used in the masculine, feminine, or neuter gender, and the singular shall include the plural whenever and so often as may be appropriate.

10.11 Insurance. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage

10.12 Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

EXECUTED effective as of the day and year first written above.

HIDALGO COUNTY, TEXAS

By: _____

Juan D. Salinas, III, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

COMPANY:

Agustin Gomez d/b/a

Agustin Gomez Waste Water Services

By: _____

Printed Name: _____

Title: _____

Approved on Commissioners' Court January 29, 2008

APPROVED AS TO FORM

Atlas & Hall, L.L.P.

By: _____

EXHIBIT "A"
SPECIFICATIONS

EXHIBIT "A"

Hidalgo County Precinct No.1
"Waste Water Management System"
RFSQ NO. 2008-011-01-18CGV
JANUARY 18, 2008

SCOPE OF SERVICES:

Hidalgo County Precinct No. 1 is currently soliciting sealed quotes from certified Waste Water Collect Operator with a Class "B" License for "Waste Water Management System". The awarded vendor service, maintain and monitor the operation waste water facility at Delta Lake Park.

REQUIREMENTS: VENDOR MUST

1. Be Class "A" Certified and must submit copies of certifications;
2. Have knowledge of pipes and their fittings, pvc, galvanize iron, black iron, concrete & plastic sewer lines;
3. Keep records of all sludge disposal activities;
4. Inspects the facility each week and maintain a record of these inspections;
5. Observe safety practices at all times
6. Provide all necessary equipment, tools, or any other materials required for service;
7. Test water samples gathered from the facility;
8. Present monthly reports to Hidalgo County Precinct No. 1 Commissioner;
9. Keep the facility in TNRCC compliance at all times

QUOTES MUST HAVE:

The vendor must provide a brief summary or overview of the services to be provided including:

1. The number of staff to be involved in the project;
2. An overview of the services requested
3. **The bidder who is awarded will ensure that all insurance documentation (see Exhibit " will be submitted to the Hidalgo County Purchasing Department at the time of qu submission. Bonding and worker's compensation documentation shall also be provic to the Hidalgo County Purchasing Department for qualification of quote. Unless insurance documentation is submitted, quote will not be considered.**

PROPOSER'S AFFIDAVIT:

Respondents to this RFSQ must submit a signed Proposer's Affidavit (Attached herein in Exhibit D) certifying that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit; (2) that Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit; or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

QUOTE DEADLINE:

Deadline for quote submission is Friday, January 18, 2008 at 3:00 P.M. to be delivered to the Hidalgo County Purchasing Department, 2802 S. Business Hwy 281, New Administration Building, Edinburg, Texas 7853

TERM: The contract shall be for an initial period of one (1) year with County's option to renew for two additional, one (1) year terms, under the same rates, terms and conditions.

Hidalgo County reserves the right to continue this bid for a sixty (60) day grace period at the end of the contract term to allow for continued service due to any unforeseen delay in award of new bid for the next contract term.

ADDITIONAL INFORMATION:

All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

EXHIBIT "B"
VENDOR'S BID

EXHIBIT "B"

HIDALGO COUNTY PRECINCT NO. 1

"WASTE WATER MANAGEMENT SYSTEM"

RFSQ NO.: 2008-011-01-18CGV

BID/QUOTE PAGE

I, Agustin Gomez, AM SUBMITTING A QUOTE/BID OF:
PRINT NAME

PRICE PER WEEK/MONTH: \$ 1,150/MONTH

OTHER FEES (If any, please explain or describe): \$ _____

Company Name:

Agustin Gomez Wastewater Services

Address:

P.O Box 1012

City/State/Zip:

ELSA TX 78543

Phone/ Fax No.:

1956) 373-3124 (FAX) 292-2044

Cell Phone No.:

1956) 373-1220

Authorized Signature:

Agustin Gomez

Printed Name:

Agustin Gomez

Title:

Certified Operator

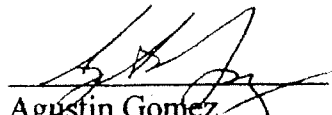
Date:

1-11-08

EXHIBIT "C"
INSURANCE REQUIREMENTS

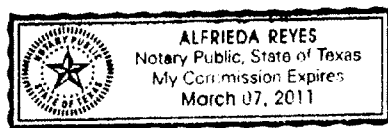
Affidavit

I, Agustin Gomez is the only individual authorized and license in my Company known as Agustin Gomez Wastewater Services to perform . I have been Contracted by Hidalgo County Precinct # 1.


Agustin Gomez

**STATE OF TEXAS
COUNTY OF HIDALGO**

Before me, a Notary Public, personally appeared Agustin Gomez known to me to be the persons signing above. This instrument was acknowledge before me on the 18th day of March, 2008.




**Alfrieda Reyes-Notary Public
Of the State of Texas and the
County of Hidalgo.
My Comm. Expires:3/07/11**

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/05/09

PRODUCER REYES INSURANCE AGENCY 536 S Texas #109 Weslaco, TX 78596 (956) 968-6117		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.	
INSURED AGUSTIN GOMEZ AGUSTIN GOMEZ WASTEWATER SERVICES P O BOX 1012 ELSLI, TEXAS 78543		INSURERS AFFORDING COVERAGE INSURER A: SOUTHERN COUNTY MUTUAL INSURER B: INSURER C: INSURER D: INSURER E:	NAIC#

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	ADPL	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC				EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ \$ \$ \$ \$
A		AUTOMOBILE LIABILITY ☐ ANYAL TO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	STC575622-00	02/15/09	02/15/10	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ 300,001 \$ \$ \$
		GARAGE LIABILITY ☐ ANYAL TO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	\$ \$ \$
		EXCESS/UMBRELLA LIABILITY ☐ OCCUR: ☐ CLAIMS MADE ☐ DEDUCTIBLE RETENTION \$				EACH OCCURRENCE AGGREGATE \$ \$ \$	\$ \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				☐ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ \$ \$

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

CERTIFICATE HOLDER

HIDALGO PRECINCT #1
DELTA LAKE PARK
P O BOX 257-2
EDCOUCH, TEXAS 78538-0000

CANCELLATION

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

(966) 292-2044



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/26/2009

PRODUCER Quirk & Company P.O. Box 792030 San Antonio, TX 78279 210.342.9421 www.quirkco.com		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.	
INSURED Augustin Gomez dba Gomez Waste Water Service Po Box 1012 Elsa TX 78543		INSURERS AFFORDING COVERAGE INSURER A: Nautilus Insurance Company INSURER B: INSURER C: INSURER D: INSURER E:	NAIC #

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 TRS	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GEN L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC	NC889993	3/18/2009	3/18/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ Excluded GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Excluded
	AUT MOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS / UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROP RETOR PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/M If yes, describe under SPECIAL PROVISIONS below				WC STATUS: ☐ TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

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

Certificate Holder is shown as additional insured.

CERTIFICATE HOLDER

Hidalgo County
 100 E. Ceno
 Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 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. * 10 Days for Non-Payment of Premium.

AUTHORIZED REPRESENTATIVE

Charles Mills

ACORD 25 (2009/01)

AI-19118

8.D.

**Lease Of Office Space-City of La Joya
CC CONSENT**

Date: 12/29/2009
Submitted By: Sandy Suarez, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e. legal notice, specifications/requirements, draft contract etc.) as attached hereto for: "Hidalgo County WIC Program -Lease Of Office Space-City Of La Joya" Bid No.:2010-007-01-27-SGS

BACKGROUND

1. Current contract due to expire on 04/17/10.
2. New contract to commence on 04/18/10.
3. Proposed Schedule of Events:
 - 1st Advertisement: January 09, 2010
 - 2nd Advertisement: January 16, 2010
 - Bid Opening: January 27, 2010

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1292-441-00-350-001-0-441
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
Funding Source:
Hidalgo WIC Program- 9-1292-441-00-350-001-0-441 \$496,609.00 as of 12/21/09

WIC FY2010 budget will carry over to calendar year 2010.

Attachments

Link: [procurement packet](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/23/2009 10:03 AM	APRV
2	Budget & Management	Erika Zamora	12/23/2009 10:20 AM	APRV
3	Erika Zamora	Erika Zamora	12/23/2009 03:10 PM	APRV
4	Auditor's Office		12/23/2009 04:39 PM	NEW

Form Started By: Sandy Suarez Started On: 12/21/2009 11:13 AM



PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

To: Norma Longoria, Director
WIC Department

Attn: Margarita Gonzalez
Administrative Assistant

VIA E-MAIL: mague.gonzalez@wic.co.hidalgo.tx.us

From: Sandy Suarez *JS*
Purchasing Dept., Buyer

Date: November 03, 2009

Re: RFB No. 2010-007-00-00- SGS Approval of Specifications/Requirements for
"Lease Of Office Space-City Of La Joya"-WIC Program

Please review the following SPECIFICATIONS and verify if all requirements are met by signing below and indicating APPROVE (or) DISAPPROVE. If you mark Disapprove, please make any and all modifications necessary to the specifications and fax the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4860.

APPROVE ☒	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS	☐

FUNDS AVAILABILITY: ☒ Yes / ☐ No / ☐

Other (specify): _____

BUDGET ACCOUNT#: 9.1292.441.00.350.001.0.441

Norma L Longoria Norma Longoria 11-6-09
AUTHORIZED SIGNATURE PRINTED NAME DATE

**SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT,
VIA FAX TO (956) 318-2629 or E-mail: sandy.suarez@co.hidalgo.tx.us no later than
MONDAY, November 09, 2009 by 12:00 P.M.**

Enclosures

EXHIBIT "A"
HIDALGO COUNTY WIC PROGRAM
"Lease Of Office Space-City Of La Joya"
BID NO.: 2010-007-01-27-SGS
SPECIFICATIONS

SCOPE OF SERVICE:

Building should be in clean and in good working condition. Said office space shall have the designated rooms or areas for conducting WIC functions:

- Waiting and reception area, nutrition education room, counseling room, issuance of food cards via computers, lab, file room, lactation room, a lounge area and two (2) storage rooms.
- Said office shall be located in a major thoroughfare in the City of La Joya, Texas.

SPECIFICATIONS:

- 1) Building must be a minimum of 3,000 square feet to a maximum of 4,000 square feet, with tile floor. Floor maintenance will be at the Lessors expense, throughout the term of the contract/ lease.
- 2) Bidder shall charge by the square foot.
- 3) Bid premises must meet all American Disabilities Act accessibility requirements.
- 4) Bid premises shall have handicapped accessible restroom facilities for both men and women and have a separate restroom for employees.
- 5) Parking area should have a minimum of thirty (30) spaces. Ten (10) designated spaces for staff, with access leading to the building and with at least two (2) designated Handicap parking spaces, with ramp access available from such spaces to the building.
- 6) Bid premises must have water, sewer, garbage pickup, natural gas and electricity. Lessor shall be responsible for electrical maintenance.
- 7) The bid premises shall have a central cooling and heating system. Maintenance of the air/heating system will be the responsibility of the Lessor.
- 8) Building must be free of insects and rodents prior to the occupancy of the WIC Program. Pest control maintenance will be at the Lessor's expense throughout the term of the contract/lease.
- 9) Lessor must provide documented proof the building is asbestos free.
- 10) Building should have a minimum of three (3) fire extinguishers or amount required by the City Fire Code under federal, state local and building codes and regulations. Floor area exits of exit access doorways must comply with the City Fire Code under federal, state and local building codes and regulations.

- 11) If any renovations to an existing building are necessary in order to comply with the Specifications mentioned herein said renovations will be made by the bidder and be at the bidder's expense. The renovations shall be completed and constructed according to the floor plan, diagram, or scheme as acceptable to the WIC Program Director. All remodeling or renovations shall be completed within ninety (90) days after the date bid award. If completion date is not met, bid will be come void/null.
- 12) The award of the bid will be evidenced by a written lease agreement in a form acceptable to Hidalgo County. A copy of the required lease is included as a draft in this bid packet.
- 13) Hidalgo County reserves the right to reject all bids if it is in the best interest of the County.

REQUIREMENTS:

The awarded bidder shall adhere to the following insurance requirements:

- 1) Certificates of insurance shall be submitted to Hidalgo County Purchasing Department for approval prior to rental services being performed by Lessor hereunder.
- 2) Bidder must maintain liability insurance on the building plus insure building for fire, accident and natural disaster. Bidder shall maintain liability insurance on the premises as described and listed in Insurance Requirements. (Refer to EXHIBIT "C").
- 3) Property insurance policy shall provide that any proceeds for loss or damage to building or to improvements, shall be payable solely to Lessor, which sum shall be used by Lessor for repair and restoration purposes.
- 4) Each policy of insurance required hereunder, shall extend for a period equivalent to or longer than the term of this Lease, and any insurer, hereunder shall be required to give at least thirty (30) days written notice to the County prior to cancellation of any such coverage on the termination date, otherwise the Lease shall automatically become suspended upon the cancellation or other termination, of required policy of insurance hereunder.
- 5) An existing building must be ready for occupancy with all the specifications completed and in compliance with the American Disabilities' Act, (ADA) ninety (90) days from the date of the awarding bid or the award will become void/null.

TERM AND CONDITIONS:

- 1) The initial term of the contract/lease shall be for a period of three (3) years with the County's option to renew contract for one (1) additional year under the same rates, terms and conditions.

- 2) Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.
- 3) The bidder who will be awarded the contract will ensure that the facilities within the building are working properly (commodes, water faucets, central air and heating system, etc.) before and during the length of the contract/lease and will provide all upkeep and maintenance under the contract term.
- 4) Any and all repairs will be done on a timely manner as prioritized by Hidalgo County WIC Program.
- 5) Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.
- 6) Any contract award to a successful bidder will be in effect until:
 - The Contract expires
 - Delivery and acceptance of products and/ performance of services ordered
 - Or termination by County with a (30) days written notice prior to cancellation/termination.
- 7) All cost and expenses associated with the preparation and submission of bids, proposals and/or quotes shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.
- 8) Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.
- 9) If a new building is to be constructed there should be a completion date of approximately one hundred and twenty (120) days from the date, bid was awarded. If completion date is not met, bid will become void/null.
- 10) Bidder must provide the legal description of the property along with your bid and include a proposed "FLOOR PLAN LAY OUT of your facility.
- 11) After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost of such item.

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

- 1) **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
 - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
 - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
 - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
 - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
 - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.
- 2) **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.
- 3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

- 4) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
- 5) **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be routed to: Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business 281, Edinburg, Texas 78539.

TELEPHONE INQUIRES WILL NOT BE ACCEPTED.

ALL WRITTEN INQUIRES WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN, Wednesday, January 20, 2010 by 5:00 P.M.

PLEASE PROVIDE THE LEGAL DESCRIPTION OF THE PROPERTY ALONG WITH YOUR BID.

REQUEST FOR BIDS

HIDALGO COUNTY WIC PROGRAM “LEASE OF OFFICE SPACE-CITY OF LA JOYA”

BID OPENING DATE:

JANUARY 27, 2010

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281 - Administration Building
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas 78539

1. Sealed bids will be received for **"HIDALGO COUNTY WIC PROGRAM- LEASE OF OFFICE SPACE-CITY OF LA JOYA "**in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
2. **One (1) original and Three (3) copies** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2010-007-01-27-SGS-HIDALGO COUNTY WIC PROGRAM- LEASE OF OFFICE SPACE-CITY OF LA JOYA"**and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas, **on or before 9:30 a.m.,WEDNESDAY, JANUARY 27, 2010.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "RFB-2010-007-01-27-SGS- HIDALGO COUNTY WIC PROGRAM-LEASE OF OFFICE SPACE –CITY OF LA JOYA". Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A.) separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B.)reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C.) award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.
7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

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9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.
 10. County reserves the right to accept or reject any or all bids.
 11. Any shipping costs are to be F.O.B., destination. (vendor pays all shipping cost and remains responsible until County takes possession)
 12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
 13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
 14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- . No deliveries accepted after 3:00 P.M., Monday-Friday.
- . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- . If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- . Invoices must include:
 - a) Name and address of successful bidder
 - b) Name and address of receiving department or official
 - c) Purchase Order Number (if any)
 - d) Notation - **"HIDALGO COUNTY WIC PROGRAM-LEASE OF OFFICE SPACE-CITY OF LA JOYA"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- . Discount payments will be considered when offered.

Contact person for Billing and Payment questions:

Hidalgo County WIC Department
Margarita Gonzalez, Administrative Technician II
3105 W. University Dr.
Edinburg, TX. 78539
(956) - 381-4646

17. **Schedule of Events**

Bid Opening, 9:30 AM January 27, 2010
Award of Contract _____, 2010
Commence Work or Deliver Products _____, 2010

18. **Bid or Performance Bond and Debarment Certification; Payment Under Contract:**

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.

. If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **Ethical Standards:**

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for

ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

19. **Disclosure of Conflict of Interest:**

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

20. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
21. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services
22. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
- . Possess or is able to obtain adequate financial resources as required to perform under the bid;
 - . Be able to comply with the required or proposed delivery schedule;
 - . Have a satisfactory record of performance;
 - . Have a satisfactory record of integrity and ethics;
 - . Be otherwise qualified and eligible to receive an award.
-

23. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
24. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:
 - A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the specifications.
26. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.
27. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
29. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.
30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County

Bid
For

HIDALGO COUNTY WIC PROGRAM
“LEASE OF OFFICE SPACE-CITY OF LA JOYA”
BID NO.: 2010-007-01-27-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder:

Address:

By:

Printed Name:

Title:

THE STATE OF TEXAS '
 '
COUNTY OF HIDALGO '

LEASE
C-10-007-00-00

THIS LEASE is made and entered into by and between, _____ of Hidalgo County, Texas, referred to in this Lease as Lessor, and **THE COUNTY OF HIDALGO**, referred to in this Lease as Lessee.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor that certain real property described on Exhibit "A" attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises."

ARTICLE 1. TERM

Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall be for a period beginning ,2010 and ending on ,2013 , with an option to extend for one (1) additional year. Lessee also reserves the right to continue this Lease for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

Termination

1.2 Lessee may declare this Lease, and all rights and interest created by it, to be terminated without cause upon giving the Lessor thirty (30) days written notice. Upon a Lessee's electing to terminate, this Lease shall cease and come to an end as if the day of the termination party's election were the day originally fixed in the Lease for its expiration.

Lessor's Warranty of Quiet Enjoyment

1.3 Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or molestation of Lessor or any person claiming under Lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

ARTICLE 2. RENT

Base Rent

2.1 Lessee agrees to pay to Lessor, during the term hereof, a monthly rental equal to _____ per month. In the event the Commencement Date is a day other than the first day of the month, the rent for the period from the commencement date to the last day of the month shall be prorated by dividing the monthly rental by thirty days, and multiplying the result by the number of days remaining in the month that includes the Commencement Date.

Time and Manner of Payment

2.2 All rent due under this article shall be paid by Lessee on a monthly basis and in advance, on the 1st business day of each month commencing on the Commencement Date. All installments of rent shall be paid in lawful money of the United States to the Lessor at _____ or other such other location or locations as Lessor shall from time to time designate by written notice to Lessee. Any rent due for any partial month at the beginning or the end of the term hereof shall be prorated on the basis of a thirty day month.

Taxes

2.4 Lessor is responsible for rendering and paying all real estate taxes on the Property. Lessee shall be responsible for taxes, if any, on lessee's personal property located on the Premises.

ARTICLE 3. USE OF PREMISES

Permitted Use

3.1 Lessee may use the premises for office space and for any other lawful purpose.

Waste, Nuisance, or Illegal Use

3.2 Lessee shall not use, or permit the use of, the Premises in any manner that results in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the premises or for any illegal purpose.

ARTICLE 4. REPAIRS AND MAINTENANCE

Lessee's Duty to Repair

4.1 Lessee shall be responsible for providing general janitorial service. Lessee shall be responsible for all repairs and maintenance in connection with damage to the Premises, and damage to fixtures and improvements resulting from negligent or willful acts of the Lessee, or the Lessee's employees, agents, licensees or invitees. In addition, Lessee shall repair all injury caused by the installation or removal of furniture, fixtures or property permitted under this Lease to be removed from the Leased Premises. All such repairs shall be made in a good, workmanlike manner using high quality materials.

Lessor's Duties to Repair

4.2 Lessor shall maintain the foundation, roof, plumbing, heating, ventilation and air conditioning systems ("HVAC") and structural integrity of the Leased Premises and shall make all

such necessary repairs to the foundation, roof, plumbing, HVAC and structural integrity of the Leased Premises, except that Lessee shall make those repairs occasioned by Lessee's negligent use of the Leased Premises.

Additional Duties of Lessor

4.3 Lessor shall construct, repair and maintain the Leased Premises so that the Premises will have:

- (1) Effective waterproofing and weather protection of the contents of the Leased Premises by watertight roof, exterior walls, windows, and doors.
- (2) Plumbing facilities that conform to applicable law, maintained in good working order.
- (3) A water supply approved under applicable law that is under the control of Lessee, capable of producing hot and cold running water, or a system that is under the control of Lessor that produces hot and cold u\running water furnished to Lessee and connected to a sewage disposal system conforming to applicable law.
- (4) Heating, ventilation and air conditioning facilities conforming to applicable law which are more than adequate to heat, ventilate and air condition the improvements on the Leased Premises, and are maintained in good working order.
- (5) Electrical lighting, with wiring and electrical equipment that conform to applicable law, maintained in good working order.

- (6) Building, grounds, and appurtenances in every part clean, sanitary, and free from all accumulations of debris, and all areas under control of Lessor kept in every part clean, sanitary, and free from all accumulations of debris.
- (7) Floor, stairways, and railings maintained in good repair.

Lessee's Right to Repair for Lessor

4.4 (a) If after Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within reasonable time following written notice from Lessee, Lessee may make the repairs itself. In such a case, Lessee may deduct the expenses of the repairs from further payment of rent.

(b) For purposes of this Section 4.4, if Lessor make repairs at least fifteen (15) days following the date of Lessee's notice to Lessor, it will be presumed to have act in a reasonable time.

ARTICLE 5. UTILITIES

Utility Charges

Lessee shall pay all utility charges used in and about the Leased Premises during the term of this Lease, all such charges to be paid by Lessee directly to the utility company or municipality furnishing the same, before the same shall become delinquent.

ARTICLE 6. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Consent of Lessor

6.1 Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions,

or improvements shall not be unreasonably withheld by Lessor.

Property of Lessor

6.2 All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessor may, however, require that Lessee remove any or all alterations, additions, and improvements installed or made by Lessee, and any other property placed on the Premises by Lessee, upon termination of the Lease. In the event that Lessor requires Lessee to remove such alterations, additions, or improvements, Lessee shall repair any damage to the Premises caused by such removal.

ARTICLE 7. SIGNS

Signs

7.1 Subject to the written approval of Lessor, and further subject to applicable laws, ordinances and regulations, Lessee shall have the right to install a sign on the Leased Premises. Lessee must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs.

ARTICLE 8. MECHANIC'S LIEN

Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, and if such lien is claimed as a result of the acts of Lessee, will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor Lessee, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the Lessor to remove a mechanic's lien caused to be filed against the Premises or improvements on the Premises by Lessee, including expenses and interest, shall be due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of notice,

together with interest at ten percent (10%) per annum until repaid.

ARTICLE 9. INSURANCE AND INDEMNITY

Property Insurance

9.1 Lessor shall, at its own expense, during the term of this Lease, keep all buildings and improvements on the Leased Premises insured against loss or damage by fire with extended coverage to include direct loss by windstorm, hail, explosion, riot, or riot attending a strike, civil commotion, aircraft, vehicles, and smoke, in the aggregate amounts of not less than the full fair insurable value of the buildings and improvements. The insurance is to be carried by one or more insurance companies licensed to do business in Texas and approved by Lessee. The policies shall provide that any proceeds for loss or damage to buildings or to improvements shall be payable solely to Lessor, which sum Lessor shall use for repair and restoration purposes as provided herein. Lessee shall maintain all insurance on Lessee's personal property located within the Leased Premises and Lessee covenants and agrees that Lessor shall have no responsibility for damage or destruction of Lessee's personal property located within the Leased Premises.

General Liability Insurance

9.2 Lessee, at its own expense, shall provide and maintain in force during the term of this Lease liability insurance in the amounts deemed adequate by Lessor. Prior to occupancy of the Premises, Lessee shall provide Lessor with evidence of such insurance

Remedy for Failure to Provide Insurance

9.3 Lessor shall furnish Lessee with the original of all insurance policies required by this Article. If Lessor does not provide such policies or proof of such insurance within ten (10) days of the execution of this Lease, or if Lessor allows any insurance required under this Article to lapse after

receipt of notice of cancellation or of non-renewal, or if Lessor fails to deliver proof of insurance showing coverage to Lessee prior to the effective date of such insurance and the original insurance policy within thirty (30) days thereafter, such failure shall be a default of Lessor under this Lease; or Lessee may, but shall not be required, to take out such insurance and pay the premiums on the necessary insurance to comply with Lessor's obligations under the provisions of this Article. Lessor agrees to reimburse Lessee all amounts spent by Lessee to procure and maintain such insurance within fifteen (15) days after demand from Lessor. Failure to pay such amount when due shall be a default of Lessor under this Lease.

ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES

Notice to Lessor

10.1 If the Leased Premises, or any structures or improvements on the Leased Premises, should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

Total Destruction

10.2 If the building on the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if it should be so damaged that rebuilding or repairs can not reasonably be completed within thirty (30) working Days from the date of the occurrence of the damage, this Lease, at the option of the Lessee, shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said occurrence.

Partial Damage or Destruction

10.3 If the Leased Premises should be damaged by fire, tornado, or other casualty, but not

to such an extent that rebuilding or repairs can not reasonably be completed within thirty (30) working days from the date of the occurrence of the damage, this Lease shall not terminate, but Lessor shall, if the casualty has occurred prior to the final twelve (12) months of the lease term, at Lessor's sole cost and risk proceed forthwith to rebuild or repair the Leased Premises to substantially the condition in which they existed prior to such damage. If the casualty occurs during the final twelve (12) months of the lease term, Lessor shall not be required to rebuild or repair such damage and this Lease shall terminate and rent shall be abated for the unexpired portion of the Lease, effective as of the date of said occurrence. If the Leased Premises are to be rebuilt or repaired and are untenable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenable shall be adjusted equitably. In the working days from the date of the occurrence of the damage, Lessee may at its option terminate this Lease by written notification as such time to Lessor, whereon all rights and obligations hereunder shall cease.

ARTICLE 11. CONDEMNATION

Total Condemnation

11.1 If during the term of this Lease all of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the Lease shall terminate, and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the Premises by the condemning authority.

Partial Condemnation

11.2 If less than all, but more than ten percent (10%) of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of

eminent domain, or should be sold to the condemning authority under threat of condemnation, Lessee may terminate the Lease by giving written notice to Lessor within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation.

If the Leased Premises are partially condemned and Lessee fails to exercise the option to terminate the Lease under this section, or if less than ten percent (10%) of the Leased Premises are condemned, this Lease shall not terminate, but Lessor may, at its sole expense, restore and reconstruct the building and other improvements situated on the Leased Premises to make them reasonably tenantable and suitable for the uses for which the Premises are Leased. The rent payable under Sections 2.1 of this Lease shall be decreased equitably during the period of such restoration or reconstruction.

Condemnation Award

11.3 Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

ARTICLE 12. DEFAULT

Default by Lessee

12.1 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of fifteen (15) days after written notice from Lessor, Lessor may at its option, without notice to Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take possession of the Premises and remove all persons and property without being deemed guilty of any manner of trespass

and relent the Premises, or any part of the Premises, for all or any part of the remainder of the Lease term, to a party satisfactory to Lessor and at such monthly rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relent after reasonable efforts to do so, or should such monthly rental be at a commercially reasonable rate which is less than the rental Lessee was obligated to pay under this Lease, or any renewal of this Lease, plus the expense of relating, then Lessee shall pay the amount of such deficiency plus reasonable attorney's fees to Lessor.

Default by Lessor

12.2 If Lessor defaults in the performance of any terms, covenants, or conditions required to be performed by it under this Lease, in addition to other remedies afforded Lessee under this Lease or at law, Lessee may, following reasonable Notice to and opportunity to cure by Lessor, elect to vacate the Premises, in which case it shall be discharged from further payment of rent, the performance of all other terms and conditions of this Lease, and this Lease shall terminate as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

Cumulative Remedies

12.3 All rights and remedies of Lessor and Lessee under this Article shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Lease. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

Waiver of Breach

12.4 A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

ARTICLE 13. ASSIGNMENT AND SUBLETTING

Assignment and Subletting by Lessee

13.1 Lessee may not sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, without the written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, other than as specified herein, without the written consent of Lessor, Lessor may, at its option, declare this Lease terminated and Lessee and Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights under this Lease, the assignee or sublease must assume all of Lessee's obligations under this Lease, in which event Lessee shall be released from its obligations under the Lease. Lessor's consent under this section will not be arbitrarily or unreasonably withheld.

Assignment by Lessor

13.2 Lessor may assign or transfer any or all of its interests under the terms of this Lease.

ARTICLE 14. MISCELLANEOUS

Notices and Addresses

14.1 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

Lessor:

Lessee:

County of Hidalgo
Attn: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78540

Either party may change the address to which notices are to be sent it by giving the other party notice of the new address in the manner provided in this section.

Parties Bound

14.2 This agreement shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this agreement.

Texas Law to Apply

14.3 This agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

Legal Construction

14.4 In case any one or more of the provisions contained in this agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the agreement.

Prior Agreements Superseded

14.5 This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

14.6 No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

14.7 The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorneys' Fees and Costs

14.8 If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorneys' fees and costs incurred to enforce the Lease.

Force Majeure

14.9 Neither Lessor nor Lessee shall be required to perform any term, conditions, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Real Estate Commission and Finder's Fees

14.10 Neither Lessor nor Lessee has entered into any real estate commission or finder's fee agreements with any broker, agent or finder in respect of this transaction, and Lessor and Lessee each agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in connection with this Lease or the transactions contemplated hereby.

Estoppel Information

14.11 Lessee shall, at the request of Lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

Time of Essence

14.12 Time is of the essence of this agreement.

THE UNDERSIGNED Lessor and Lessee execute this Lease on the ____ day of _____,
2008.

LESSOR:

By: _____

Printed Name:

Title:

ATTEST:

LESSEE:

HIDALGO COUNTY, TEXAS

Arturo Guajardo, Jr., County Clerk

By: _____
Rene Ramirez, County Judge

Approved on Commissioners' Court _____

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By: _____

AI-19168**8.E.****Payment Request of R. Gutierrez Engineering Corporation Invoices
CC CONSENT**

Date: 12/29/2009
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Category: Purchasing Department

Information**CAPTION****Pct. #2:**

Presentation, discussion, consideration, acceptance, and approval of request for payment on the following invoice(s) submitted by R. Gutierrez Engineering Corporation (#C-08-381-09-16) contracted project engineer:

INV. #	INV. DATE	PROJECT NAME	AMOUNT
2776	12/16/2009	El Charro Subdivision	\$4,609.55
2777	12/16/2009	El Charro Subdivision	\$23,856.00
2778	12/16/2009	Tower Rd. (Moore Rd-Balli Rd)	\$9,680.00

subject to authority for County Treasurer to issue payment after review, and audit and processing procedures are completed by County Auditor's.

BACKGROUND

PO#619889, PO#625846 & PO#561453.

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1202-431-00-122-240-0-731
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
PO #619889 balance available \$4,610.85

FISCAL YEAR: 2009 ACCT. #: 9-1202-431-00-122-240-0-731
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
PO #625846 balance available \$23,856.00.

FISCAL YEAR: 2009 ACCT. #: 9-1202-431-00-122-027-0-711
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:

PO #561453 balance available \$7,100.00
(PO Increase submitted to Purchasing)

Attachments

Link: [Inv. #2776 El Charro Subdivision](#)

Link: [Inve. #2777 El Charro Subdivision](#)

Link: [Inv. #2778 Tower Rd](#)

Link: [PO Increase for Tower Rd](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/23/2009 01:40 PM	APRV
2	Budget & Management	Angela Garcia	12/23/2009 02:21 PM	APRV
3	Roland Garcia	Rolando Garcia	12/23/2009 03:01 PM	APRV
4	Auditor's Office		12/23/2009 04:39 PM	NEW

Form Started By: Yolanda Cisneros
Started On: 12/23/2009 10:14 AM

Final Approval Date: 12/23/2009

R. Gutierrez Engineering Corporation

130 E. Park
Pharr, TX 78577

Invoice Number: 2776
Wednesday, December 16, 2009

Invoice

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

Project: ENG08.024h El Charro Subdivision Construction Administration and Staking

Project Manager: Luis Nava
Professional Services for the Period: 10/01/2009 to 10/31/2009

Billing Group: 01 Phased Fixed Fee

Construction Administration and Staking

Contract #: C-08-381-09-16(WA#8)(PO#619889)

Billing Fee: \$24,998.70

<u>Phase</u>	<u>Phase Fee</u>	<u>Percent Complete</u>	<u>Fee Earned</u>	<u>Prior Billing</u>	<u>Current Fee</u>
July 2009	1,779.35	100.00	1,779.35	1,779.35	0.00
August 2009	8,338.54	100.00	8,338.54	8,338.54	0.00
September 2009	10,271.26	100.00	10,271.26	10,271.26	0.00
October 2009	4,609.55	100.00	4,609.55	0.00	4,609.55
Total Phases:					\$4,609.55

Phase Billing Totals: \$4,609.55

619889
9-1202-431-00-122-240-0-731
Req. #151801

Billing Group Subtotal: 4,609.55

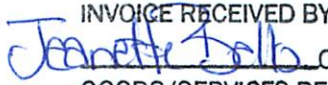
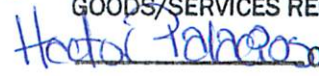
Project Totals:

*** **Total Project Invoice Amount:**

\$4,609.55



Ramiro Gutierrez
President

INVOICE RECEIVED BY:
 ON 12/17/09
GOODS/SERVICES RECEIVED BY:
 ON 12/16/09

**El Charro Subdivision
Construction Staking Hourly Charges**

October 2009

Breakdown by Position/Title

Position/Title	Total Hours Worked	Contract Hourly Rate	Overhead Multiplier	Monthly Salary Paid	Fee Earned (Salary + 10%)
Principal	0.0	\$ 282.92	1.0000	\$ -	\$ -
Project Manager	0.0	\$ 202.09	1.0000	\$ -	\$ -
Senior Engineer	0.0	\$ 145.50	1.0000	\$ -	\$ -
Engineer/RPLS	0.0	\$ 113.17	1.0000	\$ -	\$ -
Graduate Engineer	0.0	\$ 97.00	1.0000	\$ -	\$ -
Senior Engineering Tech	6.5	\$ 84.08	1.0000	\$ 546.52	\$ 601.17
CADD-Design Technician	5.0	\$ 67.26	1.0000	\$ 336.30	\$ 369.93
Clerical	0.0	\$ 61.44	1.0000	\$ -	\$ -
Survey Crew	24.0	\$ 137.82	1.0000	\$ 3,307.68	\$ 3,638.45
Total Due for the Month					\$ 4,609.55

R. Gutierrez Engineering Corporation

December 16, 2009

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
301 E. State Street
Pharr, TX 78577

RE: El Charro Subdivision Construction Staking – Invoice
ENG08.024h

Dear Commissioner Palacios:

I am submitting an invoice for the construction staking for the above referenced project. This project is billed on an hourly basis per position/title. I am providing a breakdown of the hours worked for the month of October 2009.

If you have any questions, please call Ramiro or myself at 956-782-2557 or Ramiro on his mobile at 956-227-2154.

Sincerely,



Jaime Jaimez, Jr.
Accounting Manager

Attachments

cc: File

R. Gutierrez Engineering Corporation

Transmittal Form

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

FROM: Jaime Jaimez, Jr.
SUBJECT: El Charro Subd Const. Staking
PROJECT NO.: ENG08.024h
DATE: December 17, 2009

WE ARE SENDING YOU ☒ ATTACHED ☐ UNDER SEPARATE COVER VIA ☐ Hand Delivery THE FOLLOWING ITEMS:

☐ BLUEPRINTS	☐ PLANS	☐ SHOP DRAWINGS	☐ CD
☐ CHANGE ORDER	☐ SAMPLES	☐ PAYMENT REQUEST	☒ OTHER: INVOICE
☐ BID TABULATION	☐ CONTRACT DOCUMENTS	☐ RECORD DRAWINGS	☐ 3 1/2" DISKETTE

QUANTITY / SETS	DATED	ITEM DESCRIPTION
1	12/16/2009	Invoice No. 2776 w/ breakdown
1	12/16/2009	Cover Letter

THESE ARE TRANSMITTED AS CHECKED BELOW:

☐ FOR BIDS DUE	☐ APPROVED AS NOTED	☐ FOR YOUR RECORDS
☐ FOR APPROVAL	☐ APPROVED AS SUBMITTED	☐ FOR YOUR ACKNOWLEDGEMENT
☐ FOR YOUR USE	☐ RETURN FOR CORRECTIONS	☐ RESUBMIT FOR APPORVAL
☐ AS REQUESTED	☒ FOR FURTHER PROCESSING	☐ ON LOAN
☐ FOR REVIEW AND COMMENT	☐ FOR SIGNATURE	☐ OTHER

COMMENTS:

RECEIVED

DEC 17 2009

Copy Distribution: file

Received by:

R. Gutierrez Engineering Corporation

130 E. Park
Pharr, TX 78577

Invoice Number: 2777
Wednesday, December 16, 2009

Invoice

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

Project: ENG08.024m El Charro Subdivision - Additional Work

Project Manager: Luis Nava
Professional Services for the Period: 05/12/2009 to 12/16/2009

Billing Group: 01 Phased Fixed Fee

Plans, Specs, & Estimate

Contract #: C-08-381-09-16(WA#13)(PO#625846)

Billing Fee: \$23,856.00

<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	11,928.00	100.00	11,928.00	0.00	11,928.00
Design Phase	7,157.00	100.00	7,157.00	0.00	7,157.00
Construction Phase	4,771.00	100.00	4,771.00	0.00	4,771.00
Total Phases:					\$23,856.00

Phase Billing Totals: \$23,856.00

625846

9-1202-431-00-122-240-0-731

Req. #158797

Billing Group Subtotal: 23,856.00

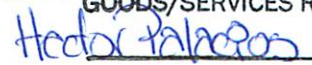
Project Totals:

*** **Total Project Invoice Amount:**

\$23,856.00


Ramiro Gutierrez
President

INVOICE RECEIVED BY:

 ON 12/17/09
GOODS/SERVICES RECEIVED BY:
 ON 12/16/09

R. Gutierrez Engineering Corporation

December 16, 2009

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
301 E. State Street
Pharr, TX 78577

RE: El Charro Subdivision – Additional Streets – Invoice
ENG08.024m

Dear Commissioner Palacios:

I am submitting an invoice for 100% of the engineering services for the work completed on the above referenced project. This work includes the development of plans, specifications and estimate for the reconstruction and upgrading of Kennedy Street, Toupi Drive, and Toultec Drive. These streets were not included in the original BCAP project.

If you have any questions, please call Ramiro or myself at 956-782-2557 or Ramiro on his mobile at 956-227-2154.

Sincerely,



Jaime Jaimez, Jr.
Accounting Manager

Attachments

cc: File

R. Gutierrez Engineering Corporation

Transmittal Form

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

FROM: Jaime Jaimez, Jr.
SUBJECT: El Charro Subd Add'l Streets
PROJECT NO.: ENG08.024m
DATE: December 17, 2009

WE ARE SENDING YOU ☒ ATTACHED ☐ UNDER SEPARATE COVER VIA ☐ Hand Delivery ☐ THE FOLLOWING ITEMS:

☐ BLUEPRINTS ☐ PLANS ☐ SHOP DRAWINGS ☐ CD
☐ CHANGE ORDER ☐ SAMPLES ☐ PAYMENT REQUEST ☒ OTHER: INVOICE
☐ BID TABULATION ☐ CONTRACT DOCUMENTS ☐ RECORD DRAWINGS ☐ 3 1/2" DISKETTE

QUANTITY / SETS	DATED	ITEM DESCRIPTION
1	12/16/2009	Invoice No. 2777 w/ breakdown
1	12/16/2009	Cover Letter

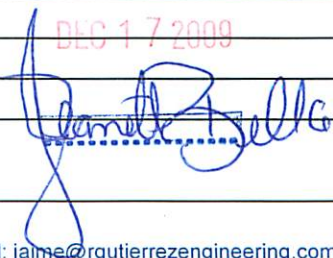
THESE ARE TRANSMITTED AS CHECKED BELOW:

☐ FOR BIDS DUE ☐ APPROVED AS NOTED ☐ FOR YOUR RECORDS
☐ FOR APPROVAL ☐ APPROVED AS SUBMITTED ☐ FOR YOUR ACKNOWLEDGEMENT
☐ FOR YOUR USE ☐ RETURN FOR CORRECTIONS ☐ RESUBMIT FOR APPORVAL
☐ AS REQUESTED ☒ FOR FURTHER PROCESSING ☐ ON LOAN
☐ FOR REVIEW AND COMMENT ☐ FOR SIGNATURE ☐ OTHER

COMMENTS:

RECEIVED

DEC 17 2009



Copy Distribution: file

Received by:

R. Gutierrez Engineering Corporation

130 E. Park
Pharr, TX 78577

Invoice Number: 2778
Wednesday, December 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: 09/26/2009 to 12/16/2009

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(PO#561453)

<u>Phase</u>	<u>Phase Fee</u>	<u>Percent Complete</u>	Billing Fee: \$292,650.00		
			<u>Fee Earned</u>	<u>Prior Billing</u>	<u>Current Fee</u>
Preliminary Phase	111,825.00	100.00	111,825.00	111,825.00	0.00
Design Phase	67,095.00	47.50	31,870.00	31,870.00	0.00
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	90.00	21,780.00	12,100.00	9,680.00
Geotechnical Investifation (Add'l Service)	10,800.00	0.00	0.00	0.00	0.00
Total Phases:					\$9,680.00

Phase Billing Totals: \$9,680.00

561453
9-1202-431-00-122-027-0-711
Req. #082579

Billing Group Subtotal: 9,680.00

Project Totals:

*** **Total Project Invoice Amount:**

\$9,680.00


Ramiro Gutierrez
President

INVOICE RECEIVED BY:

 ON 12/17/09
GOODS/SERVICES RECEIVED BY:
 ON 12/16/09

TASK	TOTAL CONTRACT AMOUNT	FEE BREAKDOWN					
		PART 1 WORK			PART 2 WORK		
		Fee Amount	% Comp	Fee Earned	Fee Amount	% Comp	Fee Earned
PRELIMINARY PHASE (50% of Fee)							
FIELD & AERIAL SURVEYING	\$74,962	\$41,415	100%	\$41,415	\$33,548	100%	\$33,548
SCHEMATIC DESIGN	\$174,912	\$96,634	100%	\$96,634	\$78,278	100%	\$78,278
SUB-TOTAL	\$249,874	\$138,049	100%	\$138,049	\$111,825	100%	\$111,825
DESIGN PHASE (30% of Fee)							
SURVEYING - FIELD VERIFICATION	\$37,481	\$20,707	100%	\$20,707	\$16,774	100%	\$16,774
ENGINEERING	\$112,443	\$62,122	90%	\$55,910	\$50,321	30%	\$15,096
SUB-TOTAL	\$149,924	\$82,829	93%	\$76,617	\$67,095	48%	\$31,870
CONSTRUCTION PHASE (20% of Fee)							
CONSTRUCTION ADMINISTRATION	\$99,950	\$55,220	30%	\$16,566	\$44,730	0%	\$0
SUB-TOTAL	\$99,950	\$55,220	30%	\$16,566	\$44,730	0%	\$0
TOTAL BASIC ENGINEERING FEES	\$499,748	\$276,098	84%	\$231,232	\$223,650	64%	\$143,695
ENVIRONMENTAL ASSESSMENT (Add'l Service)							
ENVIRONMENTAL ASSESSMENT	\$40,000	\$16,000	0%	\$0	\$24,000	0%	\$0
PULIC MEETINGS	\$20,000	\$10,000	0%	\$0	\$10,000	0%	\$0
SUB-TOTAL	\$60,000	\$26,000	0%	\$0	\$34,000	0%	\$0
RIGHT-OF-WAY ACQUISITION (Add'l Service)							
R.O.W. MAP	\$60,200	\$36,000	100%	\$36,000	\$24,200	90%	\$21,780
SUB-TOTAL	\$60,200	\$36,000	100%	\$36,000	\$24,200	90%	\$21,780
GEOTECHNICAL INVESTIGATIONI (Add'l Service)							
GEOTECHNICAL INVESTIGATION	\$18,000	\$7,200	0%	\$2,186	\$10,800	0%	\$0
SUB-TOTAL	\$18,000	\$7,200	30%	\$2,186	\$10,800	0%	\$0
TOTAL ADDITIONAL SERVICES	\$138,200	\$69,200	55%	\$38,186	\$69,000	32%	\$21,780
TOTAL ESTIMATED FEE	\$637,948	\$345,298	78%	\$269,418	\$292,650	57%	\$165,475
Part I - Basic Fee Based on 10.5% of Estimated Construction Cost of :					\$2,629,504		
For a Base Engineering Fee of :	\$276,098						
Part II - Basic Fee Based on 10.5% of Estimated Construction Cost of :					\$2,130,000		
For a Base Engineering Fee of :	\$223,650						

R. Gutierrez Engineering Corporation

December 16, 2009

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
301 E. State Street
Pharr, TX 78577

RE: Tower Road – Invoice
ENG05.015b

Dear Commissioner Palacios:

I am submitting an invoice for the above referenced project. We have completed about 90% of the Right-of-Way Acquisition Phase (11 of 12 parcels) for Part 2 (Rancho Blanco Road to Balli Road). I have attached the engineer's fee estimate worksheet for your review.

If you have any questions, please call Ramiro or myself so that we may discuss them. You can call us at 956-782-2557 or Ramiro on his mobile at 956-227-2154.

Sincerely,



Jaime Jaimez, Jr.
Accounting Manager

Attachments

cc: File

Transmittal Form

FROM: Jaime Jaimez, Jr.

SUBJECT: Tower Road

PROJECT NO.: ENG05.015b

DATE: December 17, 2009

[illegible]

☐ FOR BIDS DUE	☐ APPROVED AS NOTED	☐ FOR YOUR RECORDS
☐ FOR APPROVAL	☐ APPROVED AS SUBMITTED	☐ FOR YOUR ACKNOWLEDGEMENT
☐ FOR YOUR USE	☐ RETURN FOR CORRECTIONS	☐ RESUBMIT FOR APPORVAL
☐ AS REQUESTED	☒ FOR FURTHER PROCESSING	☐ ON LOAN
☐ FOR REVIEW AND COMMENT	☐ FOR SIGNATURE	☐ OTHER

DEC 17 2009

130 East Park Ave. - Pharr, TX 78577 - Tel: 956 - 782 - 2557 - Fax: 956 - 782 - 2558 - Email: jaime@rgutierrezengineering.com

PURCHASE ORDER INCREASE

COUNTY OF HIDALGO

Department: Hidalgo County Precinct #2
Contact Name: Yoli Cisneros
Telephone # (956) 787-1891

Purchase Order Number: 561453
Increase # 12 for this Purchase Order
Procurement Method:

TO: Vendor Number: 234443
Vendor Name: R. Gutierrez Engineering Corp
Address: 130 E. Park Ave.
Pharr, Texas 78577

- ☐ Contract # C-05-229-06-21
☐ Cooperative Awarded Vendor
(TBPC State Award, TCPN, TASB-Buyboard)
☐ Quotes over \$1,000.00 (verbal quotes)
☐ Quotes over \$5,000.00
(attach written quotes)

Increase Purchase Order for the following items:

Quantity	UOM	Description	Unit Price	Amount
		<i>Amount of Original Purchase Order</i>		\$35,000.00
1	Each	Tower Road Project (Moore Road – Balli Road) Part I Contract \$206,120.00 Part II Contract \$292,650.00 9-1202-431-00-122-027-0-711 9-1202-431-00-122-027-0-731 AFTER APPROVAL PLEASE SEND TO AUDITORS' OFFICE ATTENTION <u>LUPITA GARZA</u>	\$20,000.00 \$0.00	\$20,000.00 \$0.00
		<i>Amount of Increase Request</i>		\$20,000.00
		TOTAL AMOUNT		\$537,970.00

Account Number: 9-1202-431-00-122-027-0-XXX

Reason: Increase needed to cover the ongoing contract part of Tower Road Project

Authorization:



Department Head

December 23, 2009

Date

Reviewed by:

Purchasing Department

Date

Approved By:

Purchasing Agent

Date

Approved By:

Hidalgo County Auditor

Date