

**AGENDA**  
**CC REGULAR**  
**HIDALGO COUNTY**  
**COMMISSIONERS' COURT MEETING**  
**November 07, 2006**  
**9:00 A.M.**

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

- 1. Roll Call**
- 2. Pledge of Allegiance**
- 3. Prayer**
- 4. Open Forum**
- 5. Approval of Consent Agenda**
- 6. Health Department - Eddie Olivarez:**
  - A.**
    1. Presentation and discussion of the National Health and Nutrition Examination Survey (2006-2007) scheduled to begin on January 24, 2007.
    2. Discussion, consideration and possible action relating to the National Health and Nutrition Examination Survey (2006-2007) Endorsement Letter.
- 7. Human Services:**
  - A.** Discussion and/or action, including but not limited to Indigent Health Care Program and/or Expenditures
- 8. Buildings & Grounds - Daniel Flores:**

Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:

  - A.** Renovations of administration building
  - B.** Other ongoing county owned building construction, renovation repair projects
  - C.** Emergency situations occurring since last agenda meeting
- 9. Urban County - Diana Serna:**
  - A.** The City of Donna is requesting approval to amend a professional service contract to J.E. Saenz & Associates to increase the amount of \$ 3,500.00 from the original contract amount of \$18,403.00 utilizing Year 18 (2005) funds for Phase I , sewer improvements to FM 493, a Water/Sewer Improvements Project.
  - B.**
    1. Request to Amend the original 2003 HOME Community Housing Development Organization(CHDO) Exhibit "A" Performance Statement presented by Community Hope Projects, Inc. (CHDO) from lot acquisition/construction of four (4) single family homes to acquisition of four (4) lots including down payment/closing cost assistance for each qualifying family to purchase home.
    2. Request Approval to decrease the 2003 HOME contract with Community Hope Projects, Inc. (CHDO) from \$200,00 to \$85,000.
  - C.**
    1. Public Hearing to consider amending the 2003 HOME Work Plan ( \$115,000 from FY 2003 CHDO funds) and the 2004 HOME Work Plan (\$35,000 FY 2004 HOME – Home Buyer Program funds) to assist in the Construction of Multi Family Rental Units.
    2. Requesting approval to amend the 2003 HOME/CHDO Contract between the Urban County Program and Community Hope Projects, Inc. from \$200,000 to \$85,000 and re-allocate the remaining balance in the amount of \$115,00 to assist in the Construction of Multi Family Rental Units.
    3. Requesting approval to re-allocate \$35,000 from the 2004 HOME – Home Buyer Program funding balance to assist in the Construction of Multi Family Rental Units.
  - D.**
    1. Requesting approval to certify Rufino Contreras Affordable Housing as a Community Housing Development Organization (CHDO) within the County of Hidalgo.
    2. Requesting approval to award a \$150,000 loan to Rufino Contreras Affordable Housing to assist in the construction of Multifamily Rental Units.
- 10. Hidalgo County - Godfrey Garza:**
  - A.** Approval of TEDSI Infrastructure Group invoice #267643 for FEMA-MAS #2.
- 11. Planning Department - Raul Sesin:**
  - A.**
    1. RELEASE OF LETTER OF CREDIT  
San Cristobal Phase 2 Subdivision – Pct. 4 (William Schwarz)
    2. Discussion and Possible Action on residential subdivisions located within La Joya Water Supply Corporation CCN Area  
Watson Heights Subdivision – Pct. 3 (Paul Daniec)
    3. Appointment of Member for the Hidalgo County Subdivision Advisory Board - Omar Ramon – Judge's Office
- 12. Tax Office - Armando Barrera:**
  - A.** "Approval of 2006 Tax Roll Totals- Hidalgo County, as per Sec. 26.09(e), of the Texas Property Tax Code."

13. **Right of Way - Joe Pena:**
- A. Authorization for surveys, title report, appraisals, and acquisition of Real Estate property for the Hidalgo County Sheriffs Office Substation (Precinct # 1) and Precinct # 2 Offices.
14. **County Judge's Office - Aurora Hernandez:**
- A. Approval of Resolution honoring Steven Lopez
- B. Discussion, consideration, and action on request for exemption from General Hiring Freeze for Slot #020
15. **Precinct #1 - Comm. Handy:**
- A. 1. Discussion, consideration and action to increase vacant slot:  
\*Truck Driver III Slot No. 121-005-014 from \$22,114.00 to \$23,000.00 (increase of \$886.00)
2. Approval of revised salary schedule
- B. 1. Approval of including the Mercado Delta into the County of Hidalgo Park System
2. Approval of Resolution adopting the Amendment of the Hidalgo County Parks Master Plan (2004- 2008) Amendment 01/06 - Precinct One Parks and Recreation Inventory
3. Approval of Resolution adopting the Amendment of the Hidalgo County National Parks Services Recovery Action Plan Amendment 01/06 - Precinct One Parks and Recreation Inventory
16. **Pct. #3 - Comm. Flores:**
- A. 1. Discussion, consideration, and approval to create slot #123-005-**068** Office Clerk (regular full-time position).
2. Approval to set salary at \$26,000.00
3. Approval of revised salary schedule.
17. **Precinct #4 - Comm. Garza:**
- A. Request authorization to rename county dedicated road within Hidalgo County Pct. #4 as follows:  
From: Benito A. Ramirez Rd.  
To: Old Mile 21
- B. Discussion, consideration and action on Agreed Final Judgment (Ware Del Norte Rd.)
18. **Purchasing Department - Marty Salazar:**
- NOTES: 1. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE FORWARDED TO HIDALGO COUNTY AUDITOR'S OFFICE.**
- 2. ANY/ALL REQUESTS FOR ACCEPTANCE AND APPROVAL OF CLAIMS/INVOICES UNDER THIS AGENDA WILL INCLUDE AUTHORITY FOR AUDITOR TO ISSUE PAYMENT AFTER REVIEW, AUDIT AND PROCESSING PROCEDURES ARE COMPLETED**
- A. **Hidalgo County**
1. **New Hidalgo County Jail**
- Total Inmate Population: \_\_\_\_\_
- Physical Count: \_\_\_\_\_
- Males (in house): \_\_\_\_\_
- Females (in house): \_\_\_\_\_
- Out of County Facility: \_\_\_\_\_
- La Villa: \_\_\_\_\_
- Brooks Co. \_\_\_\_\_
- Frio: \_\_\_\_\_
- Other (n/c): \_\_\_\_\_
- Federal Prisoners: \_\_\_\_\_
- Adj./Sentenced to TDC: \_\_\_\_\_
- Total Paper Ready TDC: \_\_\_\_\_
- No. Over 45 Days: \_\_\_\_\_
- Pending Paperwork/Courts: \_\_\_\_\_
- Pending Charges/Courts: \_\_\_\_\_
2. **Current inter-local(s) and/or contract(s) for the "Housing of Inmates"**
3. **New Adult Detention Facility and Law Enforcement Center Projects:**
- a) Detention Facility Law Enforcement Center Design- Build Contract with including action regarding Landmark Application for payment, final punch list and release of retainage
- b) Construction of additional pod(s)
- c) Selection and engagement of an architect for the construction of additional pods
4. **Presentation for discussion, consideration and action**
- Including, but not limited to, the following items in connection with County-owned building and property, fka, the Kmart Property:
- a) General status report by project architect (when necessary) or purchasing department
- b) other related items

5. Approval of Request for Payment Application No. 4 in the amount of \$515,653.35 from Joe Williamson Construction Co., Inc., awarded contractor for the **"Construction of County Offices at the Property, fka K-Mart Property"**, and as certified for payment by project architect, Rike Ogden Figueroa Alex Architects, Inc. C-06-092-07-25
  
6. **Presentation for discussion, consideration and action**  
Including, but not limited to, the following items in connection with construction of a new facility to house the Hidalgo County Adult Probation Dept.:
  - a) General status report by project architect (when necessary) or purchasing department
  - b) Other related items
  
7. A. Requesting approval of Change Order No 3 (Utility Improvements-Water & Sewer) in connection with the "Construction of the New Adult Probation Facility" in the amount of \$\_\_\_\_\_ from contracted vendor, Descon Construction, L.P., and as recommended by project engineer, Hinojosa Engineering Inc. and project architect, Rike Ogden Figueroa Alex Architects, with authority for County Judge to execute document.  
C-05-026-10-26  
  
B. Requesting authority to advertise and approval of specifications as attached hereto for "Civil work (Utility Improvements) for the New Adult Probation Facility"
  
8. **Presentation for discussion, consideration and action**  
Including, but not limited to, the following items in connection with construction of a new Hon Mario E. Ramirez, Jr. Juvenile Detention Facility:
  - a) General status report by project architect (when necessary) or purchasing department
  - b) Other related items
  
9. A) Approval of Request for Payment No. 16 in the amount of \$194,126.00 from Descon Construction L.P., contracted vendor for the construction of the "Juvenile Justice Center" and as certified for payment by project architect, V-A Architecture C#05-007-08-02:  
  
B) Approval of Request for Payment Invoice No. 37 in the amount of \$2,065.40, from V-A Architecture, contracted architect for the construction of the "Juvenile Justice Center" C# 00-117-04-10;  
  
C) Presentation for discussion, consideration and action including but not limited to, the following items in connection with the procurement of the herein attached Furniture, Fixtures and Equipment (FF&E) as specified by project architect, V-A Architecture, for the Juvenile Justice Center-(subject to funding):
  - i). Authority to purchase items from the Texas Department of Criminal Justice (TDCJ) / Institutional Division (Texas Correctional Industries -TCI).
  - ii). Authority to purchase items from awarded contracted vendors thru our participation with different Cooperatives (i.e. TCPN, Buy Board, Texas Building and Procurement Tx-Mas program, US Communities)
  - iii). Authority to advertise and approval of specifications (as attached hereto) as drafted by contracted project architect, V-A Architecture.
  
10. Requesting authority to purchase computer equipment and peripherals from DELL through State of Texas DIR program for requisition #99500 for a total of \$5,264.68.
  
11. Presentation for discussion, consideration and approval of final negotiated contracts, with A Sign Language Company and Valley Association for Independent Living, Inc. (VAIL), for "Qualified Interpreting Services" .
  
12. Presentation for consideration, discussion, acceptance and approval of Fleet Fueling System Application (ORIGINAL) to be forwarded to Arguindegui Oil Co. II, Ltd. as submitted by Hidalgo County Constable Precinct No. 3 and detailing the holders and users under awarded contract for Gasoline, On & Off Highway Diesel Fuel.
  
13. Requesting authority to re-advertise for: "Public Pay Telephone Services"-RFP due to no proposals received. (2006-336-11-01-MSS)
  
14. Presentation by for discussion, consideration, acceptance and approval of claims/invoices with authority for auditor to issue payment for the items detailed in "Exhibit A" as attached hereto:  
  
Elections Department for Staples in the total amount of \$489.99. (see explanantion under Background)
  
15. Requesting authority to advertise a request for bids for: "Safety End Treatments" (#06-273) and approval of draft specifications as attached hereto.
  
16. Presentation for discussion, consideration, acceptance & approval of the proposed cornerstone Plaque (as proposed by project architect ROFA Architects, Inc.) in connection with the **"New Adult Probation Facility"**.
  
17. Presentation for discussion, considertion and approval for Hidalgo County to exercise the option to renew for an additional one (1) year term (as provided in contract) with Upper Valley Mail Services, LLP.
  
18. **HIDALGO COUNTY WIC PROGRAM**  
  
Presentation of the sole bid received (meeting all specifications and/or requirements) for the purpose of award and approval of contract (subject to legal review) with documentation as attached hereto for: **"Lease Space WIC Clinic in Weslaco"** RFB (6-374)
  
19. A. Presentation by the participating firms responding to Hidalgo County's RFP/Q for: **"Delinquent Tax Collection Services"** for the purposes of finalizing the scoring and grading by Commissioners' Court.  
  
B. Ranking of the proposer(s)  
  
1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_  
  
C. Requesting authority to direct Purchasing and Legal Counsel to negotiate a final contract with the Number One Ranked Proposer for **"Delinquent Tax Collection Services-Hidalgo County"**
  
20. Requesting authority to purchase "Emergency Equipment", as listed in Exhibit "A", through the Texas Building and Procurement Commission (TBPC)- Surplus Property Division for equipment surplusd by the Texas Department of Public Safety for Hidalgo County Fire Marshal. Total price: \$875.00.

**B. Prct. 1**

1. Presentation for discussion, consideration, acceptance and approval of request for payment for **INVOICE NO. 533** in the amount of \$ **5,000.00** submitted by **LEONEL GARZA, JR. & ASSOCIATES** with authority for County Auditor to issue payment (after review, and processing procedures completed) in connection with **CONTRACT# C-06-218-09-19 for (REQ. # 97524)-"ROAD PROJECT FM 1422 BRIDGE"**
2. Presentation for discussion, consideration, acceptance and approval of request for payment for **Invoice No. 0609** in the amount of \$ **10,731.83** submitted by **Rodriguez Engineering** with authority for County Auditor to issue payment (after review, and processing procedures completed) in connection with **Contract # C-06-217-07-18 (PO # 570727) for "Various R&B and C.I.P. Projects"-Victoria Road-(from end of Asphalt North to Mile 12 thence west to existing Asphalt)"**

**C. Prct. 2**

1. Presentation for discussion, consideration, acceptance & approval of a Request for Payment No 1 in the amount of \$254,400.05 from Mission Paving Company (contracted vendor) for "**Construction of Lime Treated Flexible Base, Hot-Mix Asphaltic Concrete Pavement, Concrete Curb & Gutter, Pavement Markings, Signing and Miscellaneous Items for McColl Road**" and certified for payment by project engineer, R. Gutierrez Engineering Corp., with authority for auditor to issue payment after review, audit and processing procedures completed. **PO# 570199 C-06-207-06-20**
2. Presentation for discussion, consideration, acceptance & approval of a Request for Payment No 3 in the amount of \$1,382.54 from Centennial Contractor Enterprises Inc. (awarded vendor) for "**North San Juan Park-Pony Baseball Field**" and certified for payment by project architect, VA Architecture, with authority for auditor to issue payment after review, audit, processing procedures completed. PO# 546957

**D. Prct. 3**

1. Requesting authority to re-advertise for a request for sealed bids (RFB) for: "**Hauling Services of Type D Hot Mix Asphalt**" inasmuch as no bids were received (6-400)

**E. Prct. 4**

1. Recommending bid award and approval of contract (subject to legal review) for: Bid No. 2006-268-11-01-MSS-Hidalgo County Precinct 4-Pit Run Caliche, to sole bidder meeting all requirements and specifications.

**F. Buildings & Grounds**

1. Approval of request for payment invoice number five (5) in the amount of \$ 2,000.00 submitted by Alcocer Garcia Associates DC (AGADC) contracted architect for: "Construction of a Sally Port and Backup Power at the Courthouse Bldg." Contract # C-04-116-03-23 PO # 555744

**G. Co. Wide**

1. Requesting authority to obtain and approval of (when applicable), including but not limited to, the following item necessary in anticipation of real property/estate acquisition(s): fair market value appraisals, surveys, all phases-environmental assessments, title reports or title policies services, commercial contractors (improved property) or option contracts with authority for County Auditor to issue earnest money payment(s) or option payment(s) and County Judge to execute necessary/required documents(s)
2. Presentation for discussion, consideration and action (if necessary) including, but not limited to, the following: Damages and on-going county efforts to address emergency situation/conditions resulting from torrential rains and flooding.
3. Requesting approval to reject all proposals received with authority to re-advertise project for: "PrePaid Voluntary Legal Services". New Bid No. 2006-401-12-06

**H. Sheriff's Office**

1. Requesting authority to advertise request for sealed bids and approval of draft specifications as attached hereto for: "One 1999 or Newer Motor Home Project" (for use as a Mobile Command Center)" project.
2. A. Presentation for discussion, consideration and acceptance and approval of a proposal received from JAMAIL, an awarded vendor through TASB Buyboard with authority to execute any applicable documents and purchases order for the installation of a Security Fence on the outside of the Sally Port for added security on Req #99273 in the total amount of \$70,488.67.(06-405-LRM)  
B. Presentation for discussion, consideration and acceptance and approval of a proposal received from JAMAIL, an awarded vendor through TASB Buyboard with authority to execute any applicable documents and purchases order for the installation of a 6x50 sidewalk for the North side Building to the parking lot on Req #99015 in the total amount of \$2,003.01.
3. Approval of request for payment Application No. 02 in the amount of \$ 52,820.00 submitted by Spacemaker Construction contracted vendor for "**Construction of a Sally Port and Backup Power**" under contract No. C-06-089-07-25 PO No. 571345 and as certified for payment by project architect, Alcocer Garcia Associates DC (AGADC)

**I. Adult Probation**

1. Presentation for consideration, discussion, acceptance and approval/ratification of the negotiated contract with Dr. Marin Garza for "Medical Services" for Hidalgo County Community Supervision & Corrections Department.
2. Presentation for consideration, discussion, acceptance and approval/ratification of the negotiated contract with Rhonda L. Gillum for "Independent Audit Services" for Hidalgo County Community Supervision & Corrections Department.
3. Approval of request for payment Application No. 10 in the amount of \$ 225,129.00 submitted by Descon Construction contracted vendor for "**Construction of the New Adult Probation Facility**" under contract No. C-05-026-11-08 through PO No. 558845 and as certified for payment by project architect, ROFA Architects
4. Presentation for consideration, discussion, acceptance and approval/ratification of the negotiated contract with Jerry Amaya for "Physician Services for Sex Offender Group Therapy Program" for Hidalgo County Community Supervision & Corrections Department.

**19. Budget & Management - Valde Guerra:**

- A.** Approval of Interlocal Agreement between County of Hidalgo and Hidalgo County Emergency Services District #2

**B.** Report on use of parking lot at K-Mart Bldg. by Edinburg Chamber of Commerce



- D. Report on use of parking lot at K-Mart Bldg. by Lumburg Chamber of Commerce
- C. Discussion, consideration and action authorizing Pool Coordinator, Valde Guerra to sign Policyholder Disclosure Notice of Terrorism Insurance Coverage - Illinois Union Insurance Company
- D. Constable Pct. #3:  
Appointment of Deputy Constable(s) as per Local Government Code Section 86.011
- E. Constable Pct. #4:  
Appointment of Deputy Constable(s) as per Local Government Code Section 86.011
- F. HIDTA - Task Force:  
The Hidalgo County H.I.D.T.A. Task Force is seeking approval to transfer \$11,036.32 of asset forfeiture funds for the pending purchase of the following law-enforcement equipment:
 

|                                                              |                    |
|--------------------------------------------------------------|--------------------|
| 1. One (1) Blackhawk Entry Micro Siege (Entry Tool)          | \$ 38.96           |
| 2. One (1) Blackhawk Super Bolt Master (Entry Tool)          | \$ 230.84          |
| 3. One (1) Blackhawk Battering Ram (Entry Tool)              | \$ 257.36          |
| 4. One (1) BlackKawk Gorilla Bar-Breaching Tool (Entry Tool) | \$ 175.46          |
| 5. One (1) Pro-Tech Ballistic Shield w/light                 | \$1,883.70         |
| 6. One (1) HAWK8A (surveillance equipment)                   | <u>\$8,450.00</u>  |
| Total                                                        | <u>\$11,036.32</u> |

The expenditures of funds will be in accordance with established Federal and County procedures.

- G. Constable Pct. #3:
    1. To de-obligate 1,986.24 for FY 2006 Stop Truancy on Patrol Grant ended Aug. 31, 2006.
    2. To appropriate deobligated funds from the FY 2006 Stop Truancy on Patrol Grant into the County Wide Contingency account.
  - H. Approval of Inter-dept. transfer from Adult Probation to Co. Wide Contingency - \$10,865.00
  - I. Approval of Inter-departmental transfer from Co. Wide Contingency into Co. Wide Computer Dept. - \$36,350.00
  - J. Requesting approval of interdepartmental transfer for Sanitation Pct 1 to Health Department in the amount of 5250.00.
  - K. Approval of Inter-departmental transfer from Co. Wide Contingency to Pauper Burial-Caretaker Services \$45,000.00
  - L. Requesting approval of interdepartmental transfer from Contingency into Precinct #3 - Sanitation in the amount of \$4,510.99.
  - M. Requesting approval of interdepartmental transfer from Co Wide Adm-Contingency to various accounts within Direct Assistance Dept. - 7,100.00.
  - N. Safety Division:
    - 1). Discussion and Action to Approve the submittal of 2005 Calendar Year Tier Two Report to the Texas Department of State Health Services.
    - 2). Requesting Approval to have the Auditor's Office issue a check from account number 6-1100-419-50-230-001-0; object code 810 in the amount of \$50.00 made payable to Tier Two Chemical Reporting Program, Budget ZZ109 Fund 180 for filing fees related to the Tier Two Report.
  - O. Safety Division:  
Presentation and Discussion of Workers Compensation Statistical Comparison of 3rd Quarter 2005 to 3rd Quarter 2006.
  - P. Approval of intra-dept. transfer from Co. Wide Contingency to Co. Wide Other Prof. Serv. \$28,500.00
  - Q. Approval of Intra-Dept. transfer from Co. Wide-room & board to Co. Wide-contingency \$100,000.00
  - R. Appropriation of funds-2006 Certificates of Obligation-various B&G projects 4,750,000.00
  - S. Appropriation of funds - 2006 Certificates of Obligation - IT Dept. \$365,000.00
  - T. Appropriation of funds - 2006 Certificates of Obligation - Health Dept. 250,000.00
  - U. Appropriation of funds - 2006 Certificates of Obligation - Sheriff's Dept. - \$3,000,000.00.
  - V. Appropriation of funds - 2006 Certificates of Obligation - New Criminal Justice Center 400,000.00
  - W. Appropriation of funds - 2006 CO. Series - Juvenile Detention Center - \$400,000.00
  - X. Appropriation of funds - 2006 CO. Series - Bldg & Grounds - \$3,500,000.00
  - Y. Appropriation of funds - 2006 CO. Series - Bldg & Grounds - \$850,000.00
  - Z.
    1. Approval to appropriate actual interest earned to estimate revenue \$8,286.00
    2. Approval to unappropriate appraising fees \$599.48
    3. Approval to unappropriate interest expense \$84,176.20
    4. Approval to appropriate principal paid \$.01
  - AA. Approval to de-obligate and appropriate unused funds for the TJPC 2006-Z grant in the amt. of 19,041.21.
  - BB. Approval of interdepartmental transfer from Co. Wide Adm. Contingency to Constable Pct. #4 - \$ 40,000.00 (vehicles)
- 20. Closed Session:**  
Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:
- A. Real Estate Acquisition

- B. Consultation with Attorney on litigation associated with New Adult Detention Facility & Law Enforcement Center Project
- C. Pending and/or potential litigation
- D. City of Alton vs. Hidalgo County
- E. Irene Caceres vs. Omar Guerrero, Hidalgo County District Clerk and Hidalgo County
- F. Discussion of job duties and evaluation of Hidalgo County Buildings & Grounds Director

**21. Open Session:**

- A. Real Estate Acquisition
- B. Consultation with Attorney on litigation associated with New Adult Detention Facility & Law Enforcement Center Project
- C. Pending and/or potential litigation
- D. City of Alton vs. Hidalgo County
- E. Irene Caceres vs. Omar Guerrero, Hidalgo County District Clerk and Hidalgo County
- F. Discussion and action on job duties and evaluation of Hidalgo County Buildings & Grounds Director

**22. Closed Session:**

Commissioners' Court may reconvene into Closed Session for the discussion regarding the agenda items listed

**23. Open Session:**

Commissioners' Court may reconvene into Open Session for the discussion regarding the agenda items listed

**24. Adjourn**

---

**AI-1058  
NHANES  
CC REGULAR**

**6.A.**

**Date:** 11/07/2006  
**Submitted By:** Sandra De Leon, COUNTY JUDGE  
**Submitted For:** Erika Reyna  
**Department:** COUNTY JUDGE  
**Agenda Area:** Health Department

---

**Agenda Item**

**CAPTION**

1. Presentation and discussion of the National Health and Nutrition Examination Survey (2006-2007) scheduled to begin on January 24, 2007.
2. Discussion, consideration and possible action relating to the National Health and Nutrition Examination Survey (2006-2007) Endorsement Letter.

**BACKGROUND**

---

**Revenue & Expenditures**

**FISCAL YEAR:** **ACCT. #:** No fiscal impact  
**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**  
**BUDGETARY IMPACT:**

---

**Attachments**

Link: [info](#)

Link: [letter](#)

Confidential documents are indicated with a **(c)**.

---

**Form Routing/Status**

| <b>Route Seq</b> | <b>Inbox</b>          | <b>Approved By</b> | <b>Date</b>         | <b>Status</b> |
|------------------|-----------------------|--------------------|---------------------|---------------|
| 1                | Budget & Management   | Dina Trevino       | 11/03/2006 01:59 PM | APRV          |
| 2                | Dale Kennan           | Dale Kennan        | 11/03/2006 02:36 PM | APRV          |
| 3                | Purchasing Department |                    |                     | NEW           |
| 4                | Auditor's Office      |                    |                     |               |
| 5                | Agenda Coordinator    |                    |                     |               |

**Form Started By:** Sandra De Leon

**Started On:** 11/03/2006 01:43 PM

**Final Approval Date:**

---



SAFER • HEALTHIER • PEOPLE™



# National Health and Nutrition Examination Survey, 2006-2007

Overview



U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES  
Centers for Disease Control and Prevention  
National Center for Health Statistics

# Introduction

---

The National Health and Nutrition Examination Survey (NHANES) is a program of studies designed to assess the health and nutritional status of adults and children in the United States. The survey is unique in that it combines interviews and physical examinations. NHANES is a major program of the National Center for Health Statistics (NCHS). NCHS is part of the Centers for Disease Control and Prevention (CDC) and has the responsibility for producing vital and health statistics for the Nation.

The NHANES program began in the early 1960's and has been conducted as a series of surveys focusing on different population groups or health topics. In 1999, the survey became a continuous program that will have a changing focus on a variety of health and nutrition measurements to meet emerging needs. The survey examines a nationally representative sample of about 5,000 persons each year. These persons are located in counties across the country, 15 of which are visited each year.

The NHANES interview includes demographic, socioeconomic, dietary, and health-related questions. The examination component consists of medical, dental, and physiological measurements, as well as laboratory tests administered by highly trained medical personnel.

Findings from this survey will be used to determine the prevalence of major diseases and risk factors for diseases. Information will be used to assess nutritional status and its association with health promotion and disease prevention. NHANES findings are also the basis for national standards for such measurements as height, weight, and blood pressure. Data from this survey will be used in epidemiological studies and health sciences research, which help develop sound public health policy,

direct and design health programs and services, and expand the health knowledge for the Nation.

## Survey Content

As in past health examination surveys, data will be collected on the prevalence of chronic conditions in the population. Estimates for previously undiagnosed conditions, as well as those known to and reported by respondents, are produced through the survey. Such information is a particular strength of the NHANES program.

Risk factors, those aspects of a person's lifestyle, constitution, heredity, or environment that may increase the chances of developing a certain disease or condition, will be examined. Smoking, alcohol consumption, sexual practices, drug use, physical fitness and activity, weight, and dietary intake will be studied. Data on certain aspects of reproductive health, such as use of oral contraceptives and breastfeeding practices, will also be collected.

The diseases, medical conditions, and health indicators to be studied include:

- Anemia
- Cardiovascular disease
- Diabetes
- Environmental exposures
- Hearing loss
- Infectious diseases
- Kidney disease
- Mental health
- Nutrition
- Obesity
- Oral health
- Osteoporosis

- Physical fitness and physical functioning
- Reproductive history and sexual behavior
- Respiratory disease (asthma, chronic bronchitis, emphysema)
- Sexually transmitted diseases
- Vision

The sample for the survey is selected to represent the U.S. population of all ages. Special emphasis in the current NHANES will be on adolescent health and the health of older Americans. To produce reliable statistics for these groups, adolescents 12–19 and persons 60 and older are over-sampled for the survey. African Americans and Mexican Americans are also over-sampled to enable accurate estimates for these groups.

Several important areas in adolescent health, including nutrition and fitness and other aspects of growth and development, will be addressed. Since the United States has experienced dramatic growth in the number of older people during this century, the aging population has major implications for health care needs, public policy, and research priorities. NCHS is working with public health agencies to increase the knowledge of the health status of older Americans. NHANES has a primary role in this endeavor.

All participants visit the physician. Dietary interviews and body measurements are included for everyone. All but the very young have a blood sample taken and will have a dental screening. Depending upon the age of the participant, the rest of the examination includes tests and procedures to assess the various aspects of health listed above. In general, the older the individual, the more extensive the examination.

## Survey Operations

Health interviews are conducted in respondents' homes. Health measurements are performed in specially-designed and equipped mobile centers, which travel to locations throughout the country. The study team consists of a physician, medical and health technicians, as well as dietary and health interviewers. Many of the study staff are bilingual (English/ Spanish).

An advanced computer system using high-end servers, desktop PCs, and wide-area networking collects and processes all of the NHANES data, nearly eliminating the need for paper forms and manual coding operations. This system allows interviewers to use notebook computers with electronic pens. The staff at the mobile center can automatically transmit data into data bases through such devices as digital scales and stadiometers. Touch-sensitive computer screens let respondents enter their own responses to certain sensitive questions in complete privacy. Survey information is available to NCHS staff within 24 hours of collection, which will enhance the capability of collecting quality data and will increase the speed with which results are released to the public.

In each location, local health and government officials are notified of the upcoming survey. Households in the study area receive a letter from the NCHS Director to introduce the survey. Local media may feature stories about the survey.

NHANES is designed to facilitate and encourage participation. Transportation is provided to and from the mobile center and participants receive compensation. A report of medical findings is given to each participant. All information collected in the survey is kept strictly confidential. Privacy is protected by public laws.



## Uses of the Data

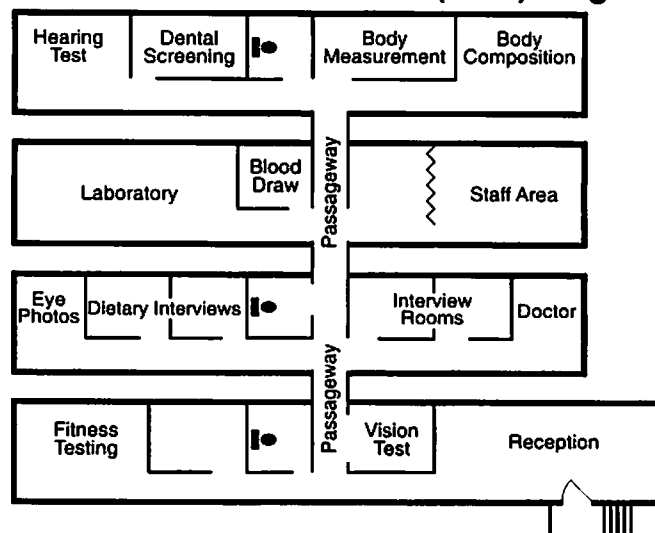
Information from NHANES is made available through an extensive series of publications and articles in scientific and technical journals. For data users and researchers throughout the world, survey data are available on easy-to-use CD-ROMS and personal computer diskettes. In the future, data will be widely distributed on the World Wide Web.

Research organizations, universities, health care providers, and educators benefit from survey information. Primary data users are the U.S. Public Health Service agencies that collaborated in the design and development of the survey. The National Institutes of Health, the Food and Drug Administration, and CDC are among the agencies that rely upon NHANES to provide data essential for the implementation and evaluation of program activities. The U.S. Department of Agriculture and NCHS coop-

erate in planning and reporting dietary and nutrition information from the survey.

NHANES' partnership with the U.S. Environmental Protection Agency allows continued study of the many important environmental influences on our health.

## Mobile Examination Center (MEC) Diagram



NHANES' record of important accomplishments is made possible by the thousands of Americans who have participated.

- Past surveys have provided data to create the growth charts used nationally by pediatricians to evaluate children's growth. The charts have been adapted and adopted worldwide as a reference standard—and have recently been updated using the latest NHANES figures.
- Blood lead data were instrumental in developing policy to eliminate lead from gasoline and solder in food and soft drink cans. Recent survey data indicate the policy has been even more effective than originally envisioned, with a decline in elevated blood lead levels of more than 70% since the 1970's.
- Overweight prevalence figures have led to the proliferation of programs emphasizing diet and exercise, stimulated additional research, and provided a means to track trends in obesity.
- Data have continued to indicate that undiagnosed diabetes is a significant problem in the United States. Efforts by Government and private agencies to increase public awareness, especially among minority populations, have been intensified.

These are just a few examples of what survey findings have meant. The current program promises continuing contributions and some new initiatives.

- Information collected in this survey will help the Food and Drug Administration decide if there is a need to change vitamin and mineral fortification regulations for the Nation's food supply.
- The national programs to reduce hypertension and cholesterol levels continue to depend on NHANES data to steer education and preven-

tion programs toward those at risk and to measure success in curtailing risk factors associated with heart disease, the Nation's number one cause of death.

- New measures of physical fitness will further our understanding of its role in health and enhance the analysis of relationships between exercise and obesity and disease.

Because NHANES is now an ongoing program, the information collected contributes to annual estimates in topic areas included in the survey. For small population groups and less prevalent conditions and diseases, data must be accumulated over several years to provide adequate estimates. The new continuous design also allows increased flexibility in survey content.

Results of NHANES benefit people in the United States in important ways. Facts about the distribution of health problems and risk factors in the population give researchers important clues to the causes of disease. Information collected from the current survey is compared with information collected in previous surveys. This allows health planners to detect the extent various health problems and risk factors have changed in the U.S. population over time. By identifying the health care needs of the population, government agencies and private sector organizations can establish policies and plan research, education, and health promotion programs that help improve present health status and will prevent future health problems.



Dear Friend,

You have been invited to participate in the National Health and Nutrition Examination Survey (NHANES). This important nationwide study collects information about the health and nutrition of people living in the United States. The Centers for Disease Control and Prevention (CDC) is conducting this study of approximately 5000 people in 15 locations each year. The information you provide will give us a greater understanding of the threats to our health from heart disease, diabetes, cancer, osteoporosis and obesity. The Hidalgo County Commissioners Court fully supports this survey and I encourage you to take part in this important program.

All of the information you provide will be held in the strictest confidence and will be used only for statistical purposes. No information that could identify a person is released to anyone.

Thank you for your willingness to participate. The NHANES staff is happy to answer any questions you may have. Please feel free to call them at 1-800-452-6115.

To your good health,

Hidalgo County Judge

AI-963

9.A.

**City of Donna - J.E. Saenz  
CC REGULAR**

**Date:** 11/07/2006  
**Submitted By:** Estella Webber, URBAN COUNTY  
**Department:** URBAN COUNTY  
**Agenda Area:** Urban County

---

**Agenda Item**

**CAPTION**

The City of Donna is requesting approval to amend a professional service contract to J.E. Saenz & Associates to increase the amount of \$ 3,500.00 from the original contract amount of \$18,403.00 utilizing Year 18 (2005) funds for Phase I , sewer improvements to FM 493, a Water/Sewer Improvements Project.

**BACKGROUND**

J.E. Saenz & Associates bid out the project as a whole, however the bids came in over the available funding. The city is currently working on completing a budget & program amendment that will allocate an additional \$110,725.79 for this project. Consequently, the city asked J.E. Saenz & Associates to revise the project by phasing it out and therefore generating additional fees. Attached for review is an itemized scope of services and recommendation letter. Recommendation to approve by City and UCP Staff.

**Original Contract Amount:** \$ 18,403.00  
**Amended Amount:** \$ 3,500.00  
**Total New Contract:** \$ 21,903.00  
**Available Funds:** \$114,389.38 (FY 18 - 2005)

---

**Revenue & Expenditures**

---

**Attachments**

Link: [City of Donna](#)

Link: [ScopeOfServices](#)

Confidential documents are indicated with a **(c)**.

---

**Form Routing/Status**

| Route Seq | Inbox                 | Approved By      | Date                | Status |
|-----------|-----------------------|------------------|---------------------|--------|
| 1         | Budget & Management   | Dina Trevino     | 11/01/2006 08:34 AM | APRV   |
| 2         | Mario Betancourt      | Mario Betancourt | 11/01/2006 01:43 PM | APRV   |
| 3         | Purchasing Department | Marty Salazar    | 11/01/2006 03:04 PM | APRV   |
| 4         | Auditor's Office      | Linda Fong       | 11/03/2006 10:02 AM | APRV   |
| 5         | Agenda Coordinator    | Monica Badillo   | 11/03/2006 10:32 AM | APRV   |

**Form Started By:** Estella Webber

**Started On:** 10/31/2006 10:02 AM

**Final Approval Date:** 11/03/2006

---



## **J.E. SAENZ & ASSOCIATES, INC.**

ENGINEERS ■ SURVEYORS ■ PLANNERS  
CONSTRUCTION MANAGERS ■ GEOGRAPHICAL INFORMATION SYSTEMS

October 31, 2006

Mr. P.R. Avila  
City Manager  
City of Donna  
307 South 12<sup>th</sup> Street  
Donna, Texas 78537

Re: Revised - Additional Engineering Services  
FM 493 (Lift Station #4) Gravity Line

Mr. Avila,

It is our pleasure to submit to the City of Donna and Hidalgo County- Urban County Program this proposal for the additional engineering services for the above-mentioned project. The additional services will include reproduction of plans, specification books and additional bidding coordination, bid tabulation, and recommendation of the project. Our basic fee for additional services is \$3,500.00 in addition to the original contract. We will proceed with this project upon receipt of a written notice to proceed from HC-UCP.

Please review the following and provide us with direction for this project. We are available to answer any questions that you may have regarding either the proposal, scope of services, and/or preliminary construction cost of this project. Should you have any questions contact us at (956) 383-2984.

Respectfully Submitted,

Samuel Maldonado, P.E.  
Director of Engineering

SM,rsc

Cc: Tony Barco, Urban County

F:\JESAENZ\ENGPROJS\Eng2005\ENG 05 031\Misc. Doc\Donna Proposal Letter.Add Engr9\_28\_06.doc

POST OFFICE BOX 3293  
EDINBURG, TEXAS 78540  
[www.jesaenz.com](http://www.jesaenz.com)

(956) 383-2984 TEL  
(956) 383-3736 FAX  
[info@jesaenz.com](mailto:info@jesaenz.com)

## **EXHIBIT "B"**

### **CITY OF DONNA FM 493 (LIFT STATION #4) FORCE MAIN**

### **SCOPE OF SERVICES FOR ADDITIONAL SCOPE OF SERVICE**

- **Generate plans and profiles for the proposed project.**
- **Generate Bid Documents for the proposed project.**
- **Assist the City to advertise and put out for Bid, the proposed project.**
- **Conduct a Pre-Bid meeting before Bids are submitted.**
- **Open bids and provide a Bid Tabulation for the City's review.**
- **Make a recommendation to the City for Award of Contract.**
- **Conduct a Pre-construction meeting before construction begins.**
- **Provide by monthly site visits to monitor progress**
- **Review pay requests and make recommendation for action by the City.**
- **Administer the project closeout on behalf of the City, including testing observation, documentation, etc.**
- **Generate As-Built plans for the City upon project completion.**
- **If approved, JES will also provide Construction Observation Services (RPR) for the duration of the project.**
  - **Daily site visits and coordination with Contractor**

# EXHIBIT "A"

## SCOPE OF SERVICES

**J.E. Saenz & Associates, Inc.**

10/31/2006

**Project Name: FM 493 Sewer Improvements**  
**Project Number: ENG. 05.031**

**STATEMENT OF PROBABLE COST**  
**Page 1 of 1**

### RE-BID

| FORCE MAIN        |                            |          |      |            |                     |
|-------------------|----------------------------|----------|------|------------|---------------------|
| ITEM #            | DESCRIPTION                | QUANTITY |      | UNIT COST  | AMOUNT              |
| 1                 | 10" FORCE MAIN             | 2,350    | L.F. | \$30.00    | \$70,500.00         |
| 2                 | TRENCH SAFETY PROTECTION   | 2,820    | L.F. | \$1.00     | \$2,820.00          |
| 3                 | CONNECT TO EXISTING LINE   | 4        | EA.  | \$1,500.00 | \$6,000.00          |
| 4                 | 20" BORE & CASING          | 180      | L.F. | \$200.00   | \$36,000.00         |
| 5                 | STREET REPAIR              | 4,380    | S.Y. | \$20.00    | \$87,600.00         |
| 6                 | MISC. FITTINGS             | 0.5      | TON  | \$4,500.00 | \$2,250.00          |
| 7                 | 48" DIA MANHOLE            | 4        | EA.  | \$3,000.00 | \$12,000.00         |
| 8                 | 6-INCH SANITARY SEWER LINE | 650      | L.F. | \$16.00    | \$10,400.00         |
| 9                 | SAN/SEW SERVICE-LONG       | 3        | EA.  | \$500.00   | \$1,500.00          |
| <b>SUB TOTAL:</b> |                            |          |      |            | <b>\$229,070.00</b> |

**TOTAL: \$229,070.00**

### I. TOTAL ESTIMATED COST TO THE DEVELOPER

|                              |              |
|------------------------------|--------------|
| 1) CONSTRUCTION BY DEVELOPER | Total        |
| 2) 10 % CONTINGENCY          | \$229,070.00 |
|                              | \$22,907.00  |

**TOTAL: \$251,977.00**

AI-974

9.B.

**2003 HOME CHDO Amendment  
CC REGULAR**

**Date:** 11/07/2006  
**Submitted By:** Estella Webber, URBAN COUNTY  
**Department:** URBAN COUNTY  
**Agenda Area:** Urban County

---

**Agenda Item**

**CAPTION**

1. Request to Amend the original 2003 HOME Community Housing Development Organization(CHDO) Exhibit "A" Performance Statement presented by Community Hope Projects, Inc. (CHDO) from lot acquisition/construction of four (4) single family homes to acquisition of four (4) lots including down payment/closing cost assistance for each qualifying family to purchase home.
2. Request Approval to decrease the 2003 HOME contract with Community Hope Projects, Inc. (CHDO) from \$200,00 to \$85,000.

**BACKGROUND**

This amendment would allow for the decrease in the total contract amount from \$200,000 to \$85,000. Community Hope Projects, Inc. (CHDO) original performance statement indicated that a total of \$200,000 would be utilized, along with a \$200,000 match from the Meadows Foundation, for lot acquisition/construction of four (4) single family homes in the Palm Lakes Estates Subdivision in Alton TX. After funding a total of \$12,500 per property for lot acquisition, the UCP discovered that the CHDO did not follow proper procurement procedures in order to allow for the construction of the proposed homes. The CHDO has since constructed the four (4) homes utilizing other funding but wishes to assist the families purchasing these homes with down payment/closing cost assistance. The UCP is requesting approval to set-aside a total of \$35,000 for this purpose, which will be utilized per home as follows:

| <i>Family Name</i>      | <i>Lot Description</i>                 | <i>DPA/CC Amount</i> | <i>Fiscal Year</i> |
|-------------------------|----------------------------------------|----------------------|--------------------|
| <i>To Be Determined</i> | Lot 416 Palm Lakes Estates #4 Alton TX | \$10,000             | 2003               |
| Juana Tobias            | Lot 417 Palm Lakes Estates #4 Alton TX | \$10,000             | 2003               |
| <i>To Be Determined</i> | Lot 418 Palm Lakes Estates #4 Alton TX | \$10,000             | 2003               |
| Lourdes Sepulveda       | Lot 419 Palm Lakes Estates #4 Alton TX | \$5,000              | 2003               |

The

remaining balance in the amount of \$115,000 will be re-allocated within the HOME program.

---

**Revenue & Expenditures**

---

**Attachments**

*No file(s) attached.*

---

**Form Routing/Status**

| <b>Route Seq</b> | <b>Inbox</b>          | <b>Approved By</b> | <b>Date</b>         | <b>Status</b> |
|------------------|-----------------------|--------------------|---------------------|---------------|
| 1                | Budget & Management   | Dina Trevino       | 11/01/2006 09:14 AM | APRV          |
| 2                | Dale Kennan           | Dale Kennan        | 11/01/2006 10:18 AM | APRV          |
| 3                | Purchasing Department | Marty Salazar      | 11/01/2006 03:08 PM | APRV          |
| 4                | Auditor's Office      | Linda Fong         | 11/03/2006 10:02 AM | APRV          |
| 5                | Agenda Coordinator    | Monica Badillo     | 11/03/2006 10:32 AM | APRV          |

**Form Started By:** Estella Webber

**Started On:** 10/31/2006 03:24 PM

**Final Approval Date:** 11/03/2006

---

**AI-975**

**9.C.**

**Public Hearing - 2003 Work Plan  
CC REGULAR**

**Date:** 11/07/2006  
**Submitted By:** Estella Webber, URBAN COUNTY  
**Department:** URBAN COUNTY  
**Agenda Area:** Urban County

---

**Agenda Item**

**CAPTION**

1. Public Hearing to consider amending the 2003 HOME Work Plan ( \$115,000 from FY 2003 CHDO funds) and the 2004 HOME Work Plan (\$35,000 FY 2004 HOME – Home Buyer Program funds) to assist in the Construction of Multi Family Rental Units.
2. Requesting approval to amend the 2003 HOME/CHDO Contract between the Urban County Program and Community Hope Projects, Inc. from \$200,000 to \$85,000 and re-allocate the remaining balance in the amount of \$115,00 to assist in the Construction of Multi Family Rental Units.
3. Requesting approval to re-allocate \$35,000 from the 2004 HOME – Home Buyer Program funding balance to assist in the Construction of Multi Family Rental Units.

**BACKGROUND**

The Urban County Program is requesting an amendment of the FY 2003 Contract with the Community Hope Projects, Inc. and the re-allocation of HOME – Home Buyer Assistance Program funds in order to utilize a total of \$150,000 to assist in the Construction of Multi Family Rental Units within the County of Hidalgo.

---

**Revenue & Expenditures**

---

**Attachments**

*No file(s) attached.*

---

**Form Routing/Status**

| <b>Route Seq</b> | <b>Inbox</b>          | <b>Approved By</b> | <b>Date</b>         | <b>Status</b> |
|------------------|-----------------------|--------------------|---------------------|---------------|
| 1                | Budget & Management   | Dina Trevino       | 11/01/2006 09:19 AM | APRV          |
| 2                | Dale Kennan           | Dale Kennan        | 11/01/2006 10:18 AM | APRV          |
| 3                | Purchasing Department | Marty Salazar      | 11/01/2006 03:08 PM | APRV          |
| 4                | Auditor's Office      | Linda Fong         | 11/03/2006 10:00 AM | APRV          |
| 5                | Agenda Coordinator    | Monica Badillo     | 11/03/2006 10:32 AM | APRV          |

**Form Started By:** Estella Webber

**Started On:** 10/31/2006 03:38 PM

**Final Approval Date:** 11/03/2006

---

**AI-976****9.D.****Rufino Contreras Affordable Housing  
CC REGULAR**

**Date:** 11/07/2006  
**Submitted By:** Estella Webber, URBAN COUNTY  
**Department:** URBAN COUNTY  
**Agenda Area:** Urban County

---

**Agenda Item****CAPTION**

1. Requesting approval to certify Rufino Contreras Affordable Housing as a Community Housing Development Organization (CHDO) within the County of Hidalgo.
2. Requesting approval to award a \$150,000 loan to Rufino Contreras Affordable Housing to assist in the construction of Multifamily Rental Units.

**BACKGROUND**

The Urban County Program requested proposals from non-profit housing organizations on July 28 and again on August 4, 2006. A UCP committee evaluated the proposals received and is requesting the approval to certify and award funding to Rufino Contreras Affordable Housing in order to assist in the construction of a Multi Family Rental Units to be built within the City of Edcouch. The funding for this particular project will be re-allocated as follows:

| <i>Fiscal Year</i> | <i>Funding Amount</i> | <i>Line Item</i>                   | <i>Re-Allocation</i>     |
|--------------------|-----------------------|------------------------------------|--------------------------|
| 2003               | \$115,000             | HOME/CHDO                          | HOME/Multi Family Rental |
| 2004               | \$35,000              | HOME/Home Buyer Assistance Program | HOME/Multi Family Rental |

---

**Revenue & Expenditures**

---

**Attachments**

*No file(s) attached.*

---

**Form Routing/Status**

| <b>Route Seq</b> | <b>Inbox</b>          | <b>Approved By</b> | <b>Date</b>         | <b>Status</b> |
|------------------|-----------------------|--------------------|---------------------|---------------|
| 1                | Budget & Management   | Dina Trevino       | 11/01/2006 09:16 AM | APRV          |
| 2                | Dale Kennan           | Dale Kennan        | 11/01/2006 10:20 AM | APRV          |
| 3                | Purchasing Department | Marty Salazar      | 11/01/2006 03:08 PM | APRV          |
| 4                | Auditor's Office      | Linda Fong         | 11/03/2006 09:59 AM | APRV          |
| 5                | Agenda Coordinator    | Monica Badillo     | 11/03/2006 10:32 AM | APRV          |

**Form Started By:** Estella Webber

**Started On:** 10/31/2006 03:49 PM

**Final Approval Date:** 11/03/2006

---



**AI-1014**  
**FEMA**  
**CC REGULAR**

**10.A.**

**Date:** 11/07/2006  
**Submitted By:** Sylvia Sanchez, DRAINAGE DISTRICT  
**Submitted For:** Sylvia Sanchez  
**Department:** DRAINAGE DISTRICT

---

**Agenda Item**

**CAPTION**

Approval of TEDSI Infrastructure Group invoice #267643 for FEMA-MAS #2.

**BACKGROUND**

---

**Revenue & Expenditures**

**FISCAL YEAR:** **ACCT. #:** 6-1283-431-00-000-021-0-334

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

**BUDGETARY IMPACT:**

PO 553975 has 17503.47 available to pay pending invoice

---

**Attachments**

Link: [Invoice 267643](#)

Confidential documents are indicated with a **(c)**.

---

**Form Routing/Status**

| <b>Route Seq</b> | <b>Inbox</b>          | <b>Approved By</b> | <b>Date</b>         | <b>Status</b> |
|------------------|-----------------------|--------------------|---------------------|---------------|
| 1                | Budget & Management   | Dina Trevino       | 11/01/2006 05:08 PM | APRV          |
| 2                | Dale Kennan           | Dale Kennan        | 11/02/2006 10:49 AM | APRV          |
| 3                | Purchasing Department | Marty Salazar      | 11/02/2006 12:55 PM | APRV          |
| 4                | Auditor's Office      | Linda Fong         | 11/03/2006 09:46 AM | APRV          |
| 5                | Mike Escaname         | Mike Escaname      | 11/03/2006 11:52 AM | APRV          |
| 6                | Linda Fong            | Linda Fong         | 11/03/2006 01:40 PM | APRV          |
| 7                | Agenda Coordinator    | Monica Badillo     | 11/03/2006 04:01 PM | APRV          |

**Form Started By:** Sylvia Sanchez

**Started On:** 11/01/2006 03:20 PM

**Final Approval Date:** 11/03/2006

---

1014



**INVOICE**

att: Dale

|                                                                                                                                   |                                                                                                                                                     |
|-----------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|
| Mr. Godfrey Garza, Jr.<br>District Manager<br>Hidalgo County Drainage District No. 1<br>902 N. Doolittle<br>Edinburg, Texas 78541 | Invoice Date: September 30, 2006<br>TEDSI Invoice No.: 267643<br>TEDSI Project No.: 22680-4<br>Invoice Period: May 28, 2006 thru September 30, 2006 |
|-----------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|

**FEMA - MAS #2  
Work Authorization #4**

Hidalgo County Purchase Order No. 553975  
Hidalgo County Requisition No. 00073095

| <u>Engineering Support Services</u> | <u>Hours</u> | <u>Contract Rate</u> | <u>Cost</u> | <u>Amount</u> |
|-------------------------------------|--------------|----------------------|-------------|---------------|
| Project Manager (M. Luper)          | 4.0          | x \$ 195.23          | = \$ 780.92 | \$ 780.92     |
| TOTAL AMOUNT DUE THIS INVOICE:      |              |                      |             | \$ 780.92     |

|                                 |               |
|---------------------------------|---------------|
| Work Authorization No.          | 553975        |
| Previous Billing Agency Maximum | \$ 553,277.25 |
| Current Billing Agency Maximum  | \$ 780.92     |
| Total Billed to Date            | \$ 553,277.25 |
| Total Percent Billed to Date    | 96.96%        |
| Balance Remaining to Date       | \$ 16,722.55  |

  
Mark W. Luper, P.E., RPLS  
Sr. Project Manager

6-1283-431-00-000-021-0-334

AI-997

11.A.

**Release of Letter of Credit  
CC REGULAR**

**Date:** 11/07/2006  
**Submitted By:** Nora Cavazos, PLANNING DEPT.  
**Submitted For:** Raul Sesin  
**Department:** PLANNING DEPT.  
**Agenda Area:** Planning Department

---

**Agenda Item**

**CAPTION**

1. RELEASE OF LETTER OF CREDIT  
San Cristobal Phase 2 Subdivision – Pct. 4 (William Schwarz)
2. Discussion and Possible Action on residential subdivisions located within La Joya Water Supply Corporation CCN Area  
Watson Heights Subdivision – Pct. 3 (Paul Daniec)
3. Appointment of Member for the Hidalgo County Subdivision Advisory Board - Omar Ramon – Judge's Office

**BACKGROUND**

---

**Revenue & Expenditures**

---

**Attachments**

Link: [San Cristobal Ph 2 - release](#)

Confidential documents are indicated with a **(c)**.

---

**Form Routing/Status**

| Route Seq | Inbox                 | Approved By      | Date                | Status |
|-----------|-----------------------|------------------|---------------------|--------|
| 1         | Budget & Management   | Dina Trevino     | 11/01/2006 02:15 PM | APRV   |
| 2         | Mario Betancourt      | Mario Betancourt | 11/01/2006 03:50 PM | APRV   |
| 3         | Purchasing Department | Marty Salazar    | 11/01/2006 04:21 PM | APRV   |
| 4         | Auditor's Office      | Linda Fong       | 11/03/2006 09:00 AM | APRV   |
| 5         | Agenda Coordinator    | Monica Badillo   | 11/03/2006 10:33 AM | APRV   |

**Form Started By:** Nora Cavazos  
**Started On:** 11/01/2006 01:25 PM

**Final Approval Date:** 11/03/2006

---



Raul E. Segin, P.E.  
Planning Administrator

# PLANNING DEPARTMENT

County Of Hidalgo

TO: JUDGE RAMON GARCIA  
COUNTY COMMISSIONER'S COURT

FROM: RAUL E. SESIN, P.E., PLANNING ADMINISTRATOR

DATE: NOVEMBER 1, 2006

RE: SAN CRISTOBAL PHASE II SUBDIVISION – PCT. 4

ON DECEMBER 13, 2005, THE COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH LETTER OF CREDIT NO. 500101-23432 FOR THE ABOVE REFERENCED SUBDIVISION. THE LETTER OF CREDIT WAS USED TO SECURE THE FUNDS FOR THE PAVING & DRAINAGE IMPROVEMENTS, WATER IMPROVEMENTS, AND THE INSTALLATION OF FIFTY EIGHT (58) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A RELEASE OF THE LETTER OF CREDIT IN THE AMOUNT OF \$94,184.15 DOLLARS. THIS REFLECTS THE COMPLETION OF THE PAVING AND DRAINAGE IMPROVEMENTS, WATER IMPROVEMENTS AND THE INSTALLATION OF ALL SEPTIC TANK SYSTEMS.

STAFF RECOMMENDS APPROVAL FOR THE RELEASE OF THE LETTER OF CREDIT IN THE REMAINING AMOUNT OF \$94,184.15 FOR THE AFOREMENTIONED IMPROVEMENTS.

**MCALLEN NATIONAL BANK - L.O.C. NO. 500101-23432**

|                                 |              |
|---------------------------------|--------------|
| ORIGINAL AMOUNT                 | \$403,599.01 |
| 1 <sup>ST</sup> PARTIAL RELEASE | \$309,414.86 |
| 2 <sup>ND</sup> RELEASE         | \$ 94,184.15 |

BALANCE REMAINING IN L.O.C. \$ 0



Raul E. Sesin, P.E.  
Planning Administrator

# PLANNING DEPARTMENT

## County Of Hidalgo

### ***IRREVOCABLE LETTER OF CREDIT NO. #500101-23432***

TO: COUNTY JUDGE,  
HIDALGO COUNTY, TEXAS

DATE: October 28, 2005

We hereby authorize you to draw at sight on *Irrevocable Letter of Credit No. #500101-23432*, for the account of *San Cristobal Partnership*, up to the aggregate amount of *Four Hundred Three Thousand Five Hundred Ninety Nine and 01/100 Dollars (\$403,599.01)* available by our draft, accompanied by a certification by the County Planning Department or County Judge that the following condition exists.

"A Condition of Draw exists under the Subdivision Construction Agreement dated July 12, 1999 between Subdivider and Hidalgo County. County is in substantial compliance with the terms of said Agreement and has calculated the amount of this draft in accordance with the terms of the Agreement."

Drafts must be drawn and presented by or on *October 28, 2006* by the close of business of the Issuer of this credit and must specify the date and number of this credit. Drafts will be honored within five calendar days of presentment. We hereby engage all drawers that drafts drawn and presented in accordance with this credit shall be duly honored. Partial draws are permitted and the letter of credit shall be reduced by the amount of such partial draws as well as by any reduction letter authorized by the County. The sum of such partial draws shall on no account exceed the Stated Amount of this credit will be surrendered to us.

Except as expressly stated, this credit shall be subject to the Uniform Customs and Practice for Documentary Credits (1983 Revision), International Chamber of Commerce (Publication No. 400).

The credit is irrevocable prior to its expiration date unless both parties consent to revocation in writing.

Issuer: **McAllen National Bank**

Address of Issuer: **1801 S. McColl Road  
McAllen, Texas 78503**

Officer: **Darryl Lemke, Executive Vice President**

Authorized Signature: \_\_\_\_\_





Raul E. Sesein, P.E.  
Planning Administrator

# PLANNING DEPARTMENT

County Of Hidalgo



## Hidalgo County Health Department

1304 S. 25th Street • Edinburg, Texas 78539  
Tel: (956) 383-6221 • Fax: (956) 383-8864

Iván Meléndez, M.D., M.B.A.  
Health Authority/Chief Physician

Eduardo Olivarez  
Chief Administrative Officer

October 23, 2006

Hidalgo County Planning Department  
Mr. Raul E. Sesein  
1304 S. 25 Th St.  
Edinburg, TX 78539

### RE: SAN CRISTOBAL PHASE 2 S/D

Dear Mr. Sesein:

According to our records the septic tank systems for **SAN CRISTOBAL PHASE 2**, a 58 lot subdivision, located on **CURRY AND SHARP ROAD**, have been installed . They have been inspected and can be expected to function satisfactorily.

Sincerely,

Chardo Ramos,  
Asst. Chief Inspector

CR/mm

**AI-1024**

**12.A.**

**Tax Roll Totals 2006**

**CC REGULAR**

**Date:** 11/07/2006  
**Submitted By:** Melinda Mendoza, TAX OFFICE  
**Submitted For:** Neida Chavana  
**Department:** TAX OFFICE  
**Agenda Area:** Tax Office

---

**Agenda Item**

**CAPTION**

"Approval of 2006 Tax Roll Totals- Hidalgo County, as per Sec. 26.09(e), of the Texas Property Tax Code."

**BACKGROUND**

---

**Revenue & Expenditures**

---

**Attachments**

Link: [front tls 06 co](#)  
Link: [signature pg co](#)  
Link: [06 tls co](#)  
Link: [06 tls dri](#)  
Link: [signature pg dr1](#)  
Link: [06 tls dr1](#)

Confidential documents are indicated with a **(c)**.

---

**Form Routing/Status**

| <b>Route Seq</b> | <b>Inbox</b>          | <b>Approved By</b> | <b>Date</b>         | <b>Status</b> |
|------------------|-----------------------|--------------------|---------------------|---------------|
| 1                | Budget & Management   | Dina Trevino       | 11/01/2006 05:14 PM | APRV          |
| 2                | Dale Kennan           | Dale Kennan        | 11/02/2006 10:21 AM | APRV          |
| 3                | Purchasing Department | Marty Salazar      | 11/02/2006 12:56 PM | APRV          |
| 4                | Auditor's Office      | Linda Fong         | 11/03/2006 09:51 AM | APRV          |
| 5                | Arcy Duran            | Arcilia Duran      | 11/03/2006 10:39 AM | APRV          |
| 6                | Julio Espinosa        | Julio Espinosa     | 11/03/2006 01:31 PM | APRV          |
| 7                | Agenda Coordinator    | Monica Badillo     | 11/03/2006 04:01 PM | APRV          |

**Form Started By:** Melinda Mendoza

**Started On:** 11/01/2006 04:12 PM

**Final Approval Date:** 11/03/2006

---

Office of Tax Assessor-Collector

**COUNTY of HIDALGO**



*Armando Barrera Jr. RTA*

ASSESSOR AND COLLECTOR

EDINBURG, TEXAS 78540-0178

P.O. Box 178

(956) 318-2160

FAX (956) 318-2733

October 31, 2006

Honorable Ramon Garcia  
Honorable Hidalgo Co Commissioners  
100 E. Cano, 2<sup>nd</sup> Floor  
Edinburg, Texas 78539

Dear Gentlemen:

Enclosed please find the 2006 Tax Roll Totals for your district.

Please place this item on the agenda of your next meeting for approval by your governing body, as per Section 26.09(e), of the Texas Property Tax Code.

Should you have any questions in regards, do contact our office.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Armando Barrera Jr.' with a stylized flourish at the end.

Armando Barrera Jr., RTA  
Hidalgo County Tax Assr/Coll

ABJ:nc

Xc: Hon. Rey Eufracio,  
Hidalgo County Auditor



Office of Tax Assessor-Collector

# COUNTY of HIDALGO



*Armando Barrera Jr. RTA*

ASSESSOR AND COLLECTOR

STATE OF TEXAS  
COUNTY OF HIDALGO

EDINBURG, TEXAS 78540-0178

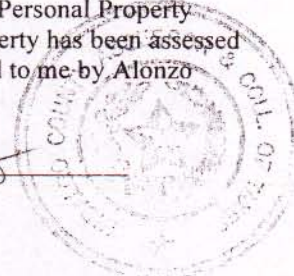
P.O. Box 178

(956) 318-2160

FAX (956) 318-2733

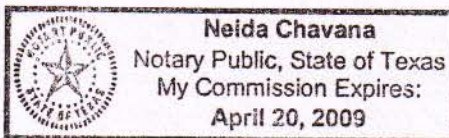
I, ARMANDO BARRERA JR., RTA, Assessor-Collector of Hidalgo County for COUNTY OF HIDALGO in compliance with Section 26.09(e) Property Tax Code do solemnly swear that the Tax Roll from which this information is derived contains a correct and full list of the Real and Personal Property subject to taxation, so far as I have been able to ascertain the same, and that said property has been assessed for taxes for the year 2006. Said list and property values were certified and submitted to me by Alonzo Vega, Chief Appraiser for the Hidalgo County District.

*Armando Barrera Jr.*  
ARMANDO BARRERA JR, RTA  
TAX ASSESSOR-COLLECTOR,  
HIDALGO COUNTY, TEXAS



SUBSCRIBED AND SWORN TO ME THIS THE 31<sup>st</sup> DAY OF October, 2006.

*Neida Chavana*  
NOTARY PAUBLIC,  
HIDALGO COUNTY TEXAS



COUNTY OF HIDALGO

PASSED, APPROVED AND MADE EFFECTIVE BY THE HIDALGO COUNTY COMMISSIONER'S COURT, THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20 \_\_\_\_\_.

HIDALGO COUNTY JUDGE RAMON GARCIA, \_\_\_\_\_

PCT #1 COMMISSIONER SYLVIA HANDY, \_\_\_\_\_

PCT #2 COMMISSIONER HECTOR (TITO) PALACIOS, \_\_\_\_\_

PCT #3 COMMISSIONER JOE FLORES, \_\_\_\_\_

PCT #4 COMMISSIONER OSCAR GARZA, \_\_\_\_\_

EDDY TREVINO, COUNTY CLERK  
HIDALGO COUNTY, TEXAS

HIDALGO COUNTY  
TOTALS FOR JURISDICTION 0001

TAX RATE: .590000

|                                        |                |         |
|----------------------------------------|----------------|---------|
| NUMBER OF ACCOUNTS                     | 319,896        |         |
| LAND VALUE                             | 8,528,258,859  |         |
| LESS AG EXCLUSION                      | 1,791,680,522  |         |
| FREEPORT EXCLUSION                     | 351,031,084    |         |
| ABATEMENTS                             | 15,623,455     |         |
| HOMESTEAD CAP                          | 91,286,811     | 11,177  |
| TOTAL APPRAISED LAND IMPROVEMENT VALUE | 6,736,578,337  | 11,177  |
|                                        | 13,083,930,727 |         |
| TOTAL REAL PROPERTY                    | 21,612,189,586 |         |
| TOTAL PERSONAL PROPERTY                | 4,891,703,665  |         |
| TOTAL APPRAISED VALUE                  | 26,503,893,251 |         |
| EXEMPTIONS:                            |                |         |
| POLLUTION                              | 25,169,910     | 10      |
| ABATEMENT                              | 35,329,165     | 10      |
| OSP                                    | 1,694,573,049  | 17,779  |
| HOMESTEAD                              | 0              | 107,553 |
| OVER 65 AGE                            | 426,789,618    | 29,296  |
| DISABLED                               | 0              | 5,568   |
| CAP                                    | 82,922,967     | 11,177  |
| DAV                                    | 21,770,585     | 2,416   |
| FREEPORT                               | 351,031,084    | 110     |
| HB 366                                 | 18,701         | 53      |
| CH                                     | 1,442,279      | 7       |
| PC                                     | 649,410        | 6       |
| HISTORIC                               | 54,829         | 1       |
| MH                                     | 6,632          | 1       |
| TOTAL EXEMPT TAXABLE VALUE             | 2,673,407,097  | 7,097   |
| ACTUAL LEVY                            | 21,190,727,925 |         |
|                                        | 124,526,670.68 |         |



Office of Tax Assessor-Collector

**COUNTY of HIDALGO**



*Armando Barrera Jr. RTA*

ASSESSOR AND COLLECTOR

EDINBURG, TEXAS 78540-0178

P.O. Box 178

(956) 318-2160

FAX (956) 318-2733

October 31, 2006

Mr. Godfrey Garza  
Drainage District #1  
902 N. Doolittle Rd.  
Edinburg, Texas 78539

Dear Mr. Garza:

Enclosed please find the 2006 Tax Roll Totals for your district.

Please place this item on the agenda of your next meeting for approval by your governing body, as per Section 26.09(e), of the Texas Property Tax Code.

Should you have any questions in regards, do contact our office.

Sincerely,

A handwritten signature in dark ink, appearing to read 'A. Barrera Jr.' with a stylized flourish at the end.

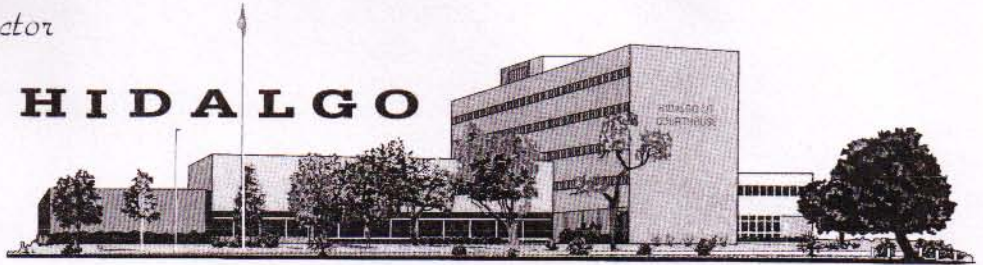
Armando Barrera Jr., RTA  
Hidalgo County Tax Assr/Coll

ABJ:nc

Xc: Hon. Rey Eufracio,  
Hidalgo County Auditor

Office of Tax Assessor-Collector

COUNTY of HIDALGO



Armando Barrera Jr. RTA

ASSESSOR AND COLLECTOR

STATE OF TEXAS  
COUNTY OF HIDALGO

EDINBURG, TEXAS 78540-0178

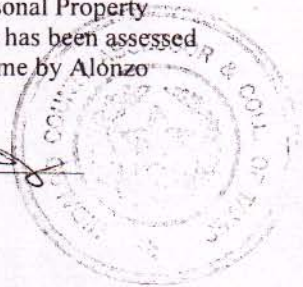
P.O. Box 178

(956) 318-2160

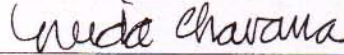
FAX (956) 318-2733

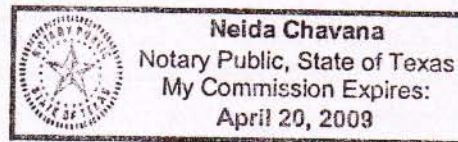
I, ARMANDO BARRERA JR., RTA, Assessor-Collector of Hidalgo County for DRAINAGE DISTRICT#1 in compliance with Section 26.09(e) Property Tax Code do solemnly swear that the Tax Roll from which this information is derived contains a correct and full list of the Real and Personal Property subject to taxation, so far as I have been able to ascertain the same, and that said property has been assessed for taxes for the year 2006. Said list and property values were certified and submitted to me by Alonzo Vega, Chief Appraiser for the Hidalgo County District.

  
ARMANDO BARRERA JR, RTA  
TAX ASSESSOR-COLLECTOR,  
HIDALGO COUNTY, TEXAS



SUBSCRIBED AND SWORN TO ME THIS THE 31<sup>st</sup> DAY OF October, 2006.

  
NOTARY PAUBLIC,  
HIDALGO COUNTY TEXAS



COUNTY OF HIDALGO

PASSED, APPROVED AND MADE EFFECTIVE BY THE HIDALGO COUNTY COMMISSIONER'S COURT, THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_.

HIDALGO COUNTY JUDGE RAMON GARCIA, \_\_\_\_\_

PCT #1 COMMISSIONER SYLVIA HANDY, \_\_\_\_\_

PCT #2 COMMISSIONER HECTOR (TITO) PALACIOS, \_\_\_\_\_

PCT #3 COMMISSIONER JOE FLORES, \_\_\_\_\_

PCT #4 COMMISSIONER OSCAR GARZA, \_\_\_\_\_

\_\_\_\_\_  
EDDY TREVINO, COUNTY CLERK  
HIDALGO COUNTY, TEXAS



ALL JURISDICTIONS

|                              |                |           |         |
|------------------------------|----------------|-----------|---------|
| DRAINAGE DIST #1             |                | TAX RATE: | .043500 |
| TOTALS FOR JURISDICTION 0002 |                |           |         |
| NUMBER OF ACCOUNTS 296,229   |                |           |         |
| LAND VALUE                   | 7,947,977.013  |           |         |
| LESS AG EXCLUSION            | 1,353,674.807  |           |         |
| FREEPORT EXCLUSION           | 351,031.084    |           |         |
| ABATEMENTS                   | 0              |           |         |
| HOMESTEAD CAP                | 89,341.739     | 10,862    |         |
| TOTAL APPRAISED LAND         | 6,594,302.206  | 10,862    |         |
| IMPROVEMENT VALUE            | 12,744,437.570 |           |         |
| TOTAL REAL PROPERTY          | 20,692,414.583 |           |         |
| TOTAL PERSONAL PROPERTY      | 3,666,745.669  |           |         |
| TOTAL APPRAISED VALUE        | 24,359,160.252 |           |         |
| EXEMPTIONS:                  |                |           |         |
| POLUTION                     | 25,138,300     | 9         |         |
| ABATEMENT                    | 0              |           |         |
| OSP                          | 1,351,565.431  | 14,439    |         |
| HOMESTEAD                    | 0              | 104,162   |         |
| OVER 65 AGE                  | 0              | 28,480    |         |
| DISABLED                     | 0              | 5,284     |         |
| CAP                          | 0              | 10,862    |         |
| DAV                          | 81,107.978     | 2,359     |         |
| FREEPORT                     | 22,866,020     | 110       |         |
| HB 366                       | 351,031.084    | 53        |         |
| CH                           | 18,701         | 7         |         |
| PC                           | 1,442,279      | 6         |         |
| HISTORIC                     | 649,410        | 1         |         |
| MH                           | 54,829         | 1         |         |
| TOTAL EXEMPT                 | 6,632          |           |         |
| TAXABLE VALUE                | 2,545,436.080  | 6,660     |         |
| ACTUAL LEVY                  | 19,979,843.508 |           |         |
|                              | 8,252,239.75   |           |         |

**AI-1028**  
**Acquisition**  
**CC REGULAR**

**13.A.**

**Date:** 11/07/2006  
**Submitted By:** Sandra Garcia, RIGHT OF WAY DEPT.  
**Department:** RIGHT OF WAY DEPT.  
**Agenda Area:** Right of Way

---

**Agenda Item**

**CAPTION**

Authorization for surveys, title report, appraisals, and acquisition of Real Estate property for the Hidalgo County Sheriffs Office Substation (Precinct # 1) and Precinct # 2 Offices.

**BACKGROUND**

---

**Revenue & Expenditures**

---

**Attachments**

*No file(s) attached.*

---

**Form Routing/Status**

| <b>Route Seq</b> | <b>Inbox</b>          | <b>Approved By</b> | <b>Date</b>         | <b>Status</b> |
|------------------|-----------------------|--------------------|---------------------|---------------|
| 1                | Budget & Management   | Dina Trevino       | 11/01/2006 05:18 PM | APRV          |
| 2                | Dale Kennan           | Dale Kennan        | 11/02/2006 10:22 AM | APRV          |
| 3                | Purchasing Department | Marty Salazar      | 11/02/2006 12:57 PM | APRV          |
| 4                | Auditor's Office      | Linda Fong         | 11/03/2006 09:52 AM | APRV          |
| 5                | Arcy Duran            | Arcilia Duran      | 11/03/2006 05:10 PM | APRV          |
| 6                | Elizabeth Cano        | Elizabeth Cano     | 11/03/2006 04:34 PM | NEW           |
| 7                | Becky Morales         |                    |                     |               |
| 8                | Agenda Coordinator    |                    |                     |               |

**Form Started By:** Sandra Garcia

**Started On:** 11/01/2006 05:06 PM

**Final Approval Date:**

---

AI-1025

14.

**Resolution & Hiring Freeze Waiver  
CC REGULAR**

**Date:** 11/07/2006  
**Submitted By:** Sandra De Leon, COUNTY JUDGE  
**Submitted For:** Aurora Hernandez  
**Department:** COUNTY JUDGE  
**Agenda Area:** County Judge's Office

---

**Agenda Item**

**CAPTION**

A. Approval of Resolution honoring Steven Lopez

B. Discussion, consideration, and action on request for exemption from General Hiring Freeze for Slot #020

**BACKGROUND**

---

**Revenue & Expenditures**

---

**Attachments**

*No file(s) attached.*

---

**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Budget & Management   | Dina Trevino   | 11/01/2006 05:17 PM | APRV   |
| 2         | Purchasing Department | Marty Salazar  | 11/02/2006 12:57 PM | APRV   |
| 3         | Auditor's Office      | Linda Fong     | 11/03/2006 09:51 AM | APRV   |
| 4         | Agenda Coordinator    | Monica Badillo | 11/03/2006 10:33 AM | APRV   |

**Form Started By:** Sandra De Leon

**Started On:** 11/01/2006 04:38 PM

**Final Approval Date:** 11/03/2006

---

**AI-998**

**15.A.**

**Pct 1 R&B-Budgeted salary increase  
CC REGULAR**

**Date:** 11/07/2006

**Submitted By:** Noe Montez, COMM. PCT. #1

**Submitted For:** Noe Montez

**Department:** COMM. PCT. #1

**Agenda Area:** Precinct #2

**Purchasing only:** Prct. 1

---

**Agenda Item**

**CAPTION**

1. Discussion, consideration and action to increase vacant slot:

\*Truck Driver III Slot No. 121-005-014 from \$22,114.00 to \$23,000.00 (increase of \$886.00)

2. Approval of revised salary schedule

**BACKGROUND**

---

**Revenue & Expenditures**

**FISCAL YEAR:** 2006

**ACCT. #:** 6-1201-431-00-121-005-0-XXX

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

No Budgetary impact. Funding from lapsed salaries.

---

**Attachments**

Link: [Fiscal Note](#)

Link: [Revised Salary Schedule](#)

Confidential documents are indicated with a **(c)**.

---

**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Budget & Management   | Dina Trevino   | 11/01/2006 01:50 PM | APRV   |
| 2         | Rosalinda Cantu       | Rosie Cantu    | 11/01/2006 03:58 PM | APRV   |
| 3         | Purchasing Department | Marty Salazar  | 11/01/2006 04:22 PM | APRV   |
| 4         | Auditor's Office      | Linda Fong     | 11/03/2006 09:38 AM | APRV   |
| 5         | Agenda Coordinator    | Monica Badillo | 11/03/2006 10:33 AM | APRV   |

**Form Started By:** Noe Montez

**Started On:** 11/01/2006 01:37 PM

**Final Approval Date:** 11/03/2006

---



**Hidalgo County Budget Office**

**FISCAL NOTE**

•Fiscal notes are prepared by the Budget Office to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioners' Court  
From: Valde Guerra, Budget Officer  
CC Date: Tuesday, November 07, 2006

Agenda Item: AI-998

Summary of request/proposal: Commissioner Pct. 1 is requesting to increase vacant slot #14 in program 005-P/U RD. Slot to be increased from \$22,114.00 to \$23,000.00 a total increase of \$886.00.

| Fund | Position         | Slot# | Obj | Current<br>Budgeted<br>Pay | Salary    | Requested | Total Adjustment<br>Requested |
|------|------------------|-------|-----|----------------------------|-----------|-----------|-------------------------------|
| 1201 | TRUCK DRIVER III | 014   | 113 | 22,114.00                  |           | 23,000.00 | 886.00                        |
|      |                  |       |     | 22,114.00                  | 23,000.00 | 886.00    |                               |

**Budgetary Impact:**

| INCREASE/DECREASE<br>ACCOUNT NUMBER |     | ACCOUNT (OBJECT)<br>NAME        | AMOUNT |
|-------------------------------------|-----|---------------------------------|--------|
| 6-1201-431-00-121-005-0             | 113 | PCT.1 P/U RD PERM F/T EMPLOYEES | 153.35 |
| 6-1201-431-00-121-005-0             | 211 | PCT.1 P/U RD HEALTH INSURANCE   | -      |
| 6-1201-431-00-121-005-0             | 212 | PCT.1 P/U RD LIFE INSURANCE     | -      |
| 6-1201-431-00-121-005-0             | 220 | PCT.1 P/U RD FICA               | 11.73  |
| 6-1201-431-00-121-005-0             | 230 | PCT.1 P/U RD RETIREMENT         | 12.11  |
| 6-1201-431-00-121-005-0             | 250 | PCT.1 P/U RD UNEMPLOYMENT COMP  | 0.77   |
| 6-1201-431-00-121-005-0             | 260 | PCT.1 P/U RD WORKER'S COMP      | 28.03  |
| 2006 Budgetary Impact               |     |                                 | 205.99 |

**2007 Budgetary Impact: \$ -**

**Possible Funding Sources: NO BUDGETARY IMPACT. FUNDS AVAILABLE THROUGH LAPSED SALARIES.**

**Budget Office Recommendation:**

|  |
|--|
|  |
|  |
|  |
|  |

**HIDALGO COUNTY  
COMMISSIONERS COURT  
2006 SALARY SCHEDULE**

**1201-431-00-121-005-0**

**PCT.1 P/U RD**

**S/B \$23,000.00** (Increase from \$22,114.00 to \$23,000.00, total increase of \$886.00)

| Slot # | Obj Code | POSITION TITLE               | 2005 BUDGETED SALARY | 2006 ADJUSTED SALARY | 2006 BASE SALARY | % Inc. | AMOUNT INCREASE | OTHER INCREASE | 2006 BUDGETED SALARY APPROVED | 2006 ACTUAL SALARY | Other Allowances |               |              |             |              | 2006 ACTUAL TOTAL COMPENSATION |
|--------|----------|------------------------------|----------------------|----------------------|------------------|--------|-----------------|----------------|-------------------------------|--------------------|------------------|---------------|--------------|-------------|--------------|--------------------------------|
|        |          |                              |                      |                      |                  |        |                 |                |                               |                    | Longevity 115    | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 |                                |
| 1      | 113      | MAINTENANCE III              | \$28,456.00          | \$0.00               | \$28,456.00      | 0.03   | \$854.00        | \$0.00         | \$29,310.00                   | \$29,310.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$29,310.00                    |
| 2      | 113      | MAINTENANCE I                | \$20,223.00          | \$0.00               | \$20,223.00      | 0.03   | \$607.00        | \$0.00         | \$20,830.00                   | \$20,000.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$20,000.00                    |
| 3      | 113      | ASST FIELD/OP DIR            | \$35,177.00          | \$0.00               | \$35,177.00      | 0.03   | \$1,055.00      | \$0.00         | \$36,232.00                   | \$0.00             | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$0.00                         |
| 4      | 113      | HEAVY EQ OP II               | \$24,357.00          | \$0.00               | \$24,357.00      | 0.03   | \$731.00        | \$0.00         | \$25,088.00                   | \$25,088.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$25,088.00                    |
| 5      | 113      | DATA ENTRY CLERK             | \$19,088.00          | \$0.00               | \$19,088.00      | 0.03   | \$573.00        | \$0.00         | \$19,661.00                   | \$19,661.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$19,661.00                    |
| 6      | 113      | TRCK DRIVER I                | \$24,357.00          | \$0.00               | \$24,357.00      | 0.03   | \$731.00        | \$4,222.00     | \$29,310.00                   | \$29,310.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$29,310.00                    |
| 7      | 113      | HEAVY EQ OP III              | \$24,361.00          | \$0.00               | \$24,361.00      | 0.03   | \$731.00        | \$0.00         | \$25,092.00                   | \$25,092.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$25,092.00                    |
| 8      | 113      | HEAVY EQUIPMENT OPERATOR III | \$28,456.00          | \$0.00               | \$28,456.00      | 0.03   | \$854.00        | \$0.00         | \$29,310.00                   | \$29,310.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$29,310.00                    |
| 9      | 113      | Maintenance I                | \$23,443.00          | \$0.00               | \$23,443.00      | 0.03   | \$703.00        | \$0.00         | \$24,146.00                   | \$24,146.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$24,146.00                    |
| 10     | 113      | MAINTENANCE II               | \$24,357.00          | \$0.00               | \$24,357.00      | 0.03   | \$731.00        | \$0.00         | \$25,088.00                   | \$25,088.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$25,088.00                    |
| 11     | 113      | TRUCK DRIVER III             | \$20,448.00          | \$0.00               | \$20,448.00      | 0.03   | \$613.00        | \$0.00         | \$21,061.00                   | \$21,061.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$21,061.00                    |
| 12     | 113      | MAINTENANCE II               | \$22,339.00          | \$0.00               | \$22,339.00      | 0.03   | \$670.00        | \$0.00         | \$23,009.00                   | \$23,009.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$23,009.00                    |
| 13     | 113      | TRUCK DRIVER III             | \$22,760.00          | \$0.00               | \$22,760.00      | 0.03   | \$683.00        | \$0.00         | \$23,443.00                   | \$23,443.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$23,443.00                    |
| 14     | 113      | TRCK DRVER III               | \$21,470.00          | \$0.00               | \$21,470.00      | 0.03   | \$644.00        | \$0.00         | <del>\$22,114.00</del>        | \$0.00             | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$0.00                         |
| 15     | 113      | HEAVY EQ OP II               | \$24,357.00          | \$0.00               | \$24,357.00      | 0.03   | \$731.00        | \$0.00         | \$25,088.00                   | \$0.00             | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$0.00                         |
| 16     | 113      | TRCK DRIVER I                | \$21,470.00          | \$0.00               | \$21,470.00      | 0.03   | \$644.00        | \$0.00         | \$22,114.00                   | \$22,114.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$22,114.00                    |
| 17     | 113      | HEAVY EQIPMENT OPERATOR III  | \$21,470.00          | \$0.00               | \$21,470.00      | 0.03   | \$644.00        | \$0.00         | \$22,114.00                   | \$22,114.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$22,114.00                    |
| 18     | 113      | HEAVY EQ OP I                | \$20,448.00          | \$0.00               | \$20,448.00      | 0.03   | \$613.00        | \$0.00         | \$21,061.00                   | \$21,061.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$21,061.00                    |
| 19     | 113      | HEAVY EQ OP I                | \$20,039.00          | \$0.00               | \$20,039.00      | 0.03   | \$601.00        | \$0.00         | \$20,640.00                   | \$20,640.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$20,640.00                    |
| 20     | 113      | ADMINISTRATIVE SECRETARY     | \$32,000.00          | \$0.00               | \$32,000.00      | 0.03   | \$960.00        | \$0.00         | \$32,960.00                   | \$0.00             | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$0.00                         |
| 21     | 113      | FIELD OPER DIR               | \$49,350.00          | \$0.00               | \$49,350.00      | 0.03   | \$1,480.00      | \$0.00         | \$50,830.00                   | \$50,830.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$50,830.00                    |
| 22     | 113      | TRCK DRIVER III              | \$22,339.00          | \$0.00               | \$22,339.00      | 0.03   | \$670.00        | \$0.00         | \$23,009.00                   | \$23,009.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$23,009.00                    |
| 23     | 113      | MAINTENANCE III              | \$28,456.00          | \$0.00               | \$28,456.00      | 0.03   | \$854.00        | \$0.00         | \$29,310.00                   | \$29,310.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$29,310.00                    |
| 24     | 113      | HEAVY EQ OP I                | \$21,222.00          | \$0.00               | \$21,222.00      | 0.03   | \$637.00        | \$0.00         | \$21,859.00                   | \$21,859.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$21,859.00                    |
| 25     | 113      | HEAVY EQ OP II               | \$26,460.00          | \$0.00               | \$26,460.00      | 0.03   | \$794.00        | \$0.00         | \$27,254.00                   | \$27,254.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$27,254.00                    |
| 26     | 113      | CLERK/RECEPTIONIST           | \$24,500.00          | \$0.00               | \$24,500.00      | 0.03   | \$735.00        | \$0.00         | \$25,235.00                   | \$25,235.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$25,235.00                    |
| 27     | 113      | A/P CLERK                    | \$28,998.00          | \$0.00               | \$28,998.00      | 0.03   | \$870.00        | \$0.00         | \$29,868.00                   | \$29,868.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$29,868.00                    |
| 28     | 113      | HEAVY EQUIPMENT OPERATOR III | \$23,639.00          | \$0.00               | \$23,639.00      | 0.03   | \$709.00        | \$0.00         | \$24,348.00                   | \$24,348.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$24,348.00                    |
| 29     | 113      | ADMINISTRATIVE ASSISTANT     | \$51,417.00          | \$0.00               | \$51,417.00      | 0.03   | \$1,543.00      | \$0.00         | \$52,960.00                   | \$52,960.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$52,960.00                    |
| 30     | 113      | EXECUTIVE ASST               | \$31,762.00          | \$0.00               | \$31,762.00      | 0.03   | \$953.00        | \$0.00         | \$32,715.00                   | \$32,715.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$32,715.00                    |
| 31     | 113      | TRF CTRL SPC I               | \$28,000.00          | \$0.00               | \$28,000.00      | 0.03   | \$840.00        | \$0.00         | \$28,840.00                   | \$28,840.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$28,840.00                    |
| 32     | 113      | MAINTENANCE I                | \$18,767.00          | \$0.00               | \$18,767.00      | 0.03   | \$563.00        | \$0.00         | \$19,330.00                   | \$19,330.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$19,330.00                    |
| 33     | 113      | HEAVY EQUIPMENT OPERATOR I   | \$23,639.00          | \$0.00               | \$23,639.00      | 0.03   | \$709.00        | \$4,962.00     | \$29,310.00                   | \$29,310.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$29,310.00                    |
| 34     | 113      | TRUCK DRIVER III             | \$21,222.00          | \$0.00               | \$21,222.00      | 0.03   | \$637.00        | \$0.00         | \$21,859.00                   | \$21,859.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$21,859.00                    |
| 35     | 113      | TRCK DRIVER III              | \$19,085.00          | \$0.00               | \$19,085.00      | 0.03   | \$573.00        | \$0.00         | \$19,658.00                   | \$0.00             | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$0.00                         |

**HIDALGO COUNTY  
COMMISSIONERS COURT  
2006 SALARY SCHEDULE**

**1201-431-00-121-005-0**

**PCT.1 P/U RD**

**S/B \$23,000.00** (Increase from \$22,114.00 to \$23,000.00, total increase of \$886.00)

| Slot # | Obj Code | POSITION TITLE               | 2005 BUDGETED SALARY | 2006 ADJUSTED SALARY | 2006 BASE SALARY | % Inc. | AMOUNT INCREASE | OTHER INCREASE | 2006 BUDGETED SALARY APPROVED | 2006 ACTUAL SALARY | Other Allowances |               |              |             |              | 2006 ACTUAL TOTAL COMPENSATION |
|--------|----------|------------------------------|----------------------|----------------------|------------------|--------|-----------------|----------------|-------------------------------|--------------------|------------------|---------------|--------------|-------------|--------------|--------------------------------|
|        |          |                              |                      |                      |                  |        |                 |                |                               |                    | Longevity 115    | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 |                                |
| 36     | 113      | MECHANIC II                  | \$27,134.00          | \$0.00               | \$27,134.00      | 0.03   | \$814.00        | \$0.00         | \$27,948.00                   | \$27,948.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$27,948.00                    |
| 37     | 113      | HEAVY EQUIPMENT OPERATOR III | \$19,085.00          | \$0.00               | \$19,085.00      | 0.03   | \$573.00        | \$0.00         | \$19,658.00                   | \$19,658.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$19,658.00                    |
| 38     | 113      | MAINTENANCE I                | \$18,767.00          | \$0.00               | \$18,767.00      | 0.03   | \$563.00        | \$0.00         | \$19,330.00                   | \$19,330.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$19,330.00                    |
| 39     | 113      | MAINTENANCE I                | \$17,594.00          | \$0.00               | \$17,594.00      | 0.03   | \$528.00        | \$0.00         | \$18,122.00                   | \$18,122.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$18,122.00                    |
| 40     | 113      | OFFICE MANAGER               | \$35,280.00          | \$3,554.95           | \$38,834.95      | 0.03   | \$1,165.00      | \$0.00         | \$39,999.95                   | \$0.00             | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$0.00                         |
| 41     | 113      | MECHANIC I                   | \$25,358.00          | \$0.00               | \$25,358.00      | 0.03   | \$761.00        | \$0.00         | \$26,119.00                   | \$26,119.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$26,119.00                    |
| 42     | 113      | MAINTENANCE III              | \$25,526.00          | \$0.00               | \$25,526.00      | 0.03   | \$766.00        | \$0.00         | \$26,292.00                   | \$26,292.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$26,292.00                    |
| 43     | 113      | CHIEF ADMIN                  | \$56,238.00          | \$6,868.80           | \$63,106.80      | 0.03   | \$1,893.00      | \$0.00         | \$64,999.80                   | \$65,000.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$0.00                         |
| 44     | 113      | PAVING SUPVSR                | \$32,414.00          | \$0.00               | \$32,414.00      | 0.03   | \$972.00        | \$0.00         | \$33,386.00                   | \$33,386.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$33,386.00                    |
| 45     | 113      | INVENTORY COOR               | \$32,414.00          | \$0.00               | \$32,414.00      | 0.03   | \$972.00        | \$5,614.00     | \$39,000.00                   | \$39,000.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$39,000.00                    |
| 46     | 113      | SAFETY COORDIN               | \$32,414.00          | \$0.00               | \$32,414.00      | 0.03   | \$972.00        | \$0.00         | \$33,386.00                   | \$33,386.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$33,386.00                    |
| 47     | 113      | MECHANIC I                   | \$24,500.00          | \$0.00               | \$24,500.00      | 0.03   | \$735.00        | \$0.00         | \$25,235.00                   | \$19,570.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$19,570.00                    |
| 48     | 113      | SPECIAL PROJ COORD           | \$33,455.00          | \$0.00               | \$33,455.00      | 0.03   | \$1,004.00      | \$0.00         | \$34,459.00                   | \$34,459.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$34,459.00                    |
| 49     | 113      | COORDINATOR                  | \$34,729.00          | \$0.00               | \$34,729.00      | 0.03   | \$1,042.00      | \$3,229.00     | \$39,000.00                   | \$39,000.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$39,000.00                    |
| 50     | 113      | SAFETY DIRECTOR              | \$36,338.00          | \$0.00               | \$36,338.00      | 0.03   | \$1,090.00      | \$0.00         | \$37,428.00                   | \$37,428.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$37,428.00                    |
| 51     | 113      | R.O.W. DIRECTOR              | \$43,260.00          | \$0.00               | \$43,260.00      | 0.03   | \$1,298.00      | \$0.00         | \$44,558.00                   | \$43,700.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$43,700.00                    |
| 52     | 113      | HR COORD                     | \$48,668.00          | \$0.00               | \$48,668.00      | 0.03   | \$1,460.00      | \$0.00         | \$50,128.00                   | \$50,128.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$50,128.00                    |
| 53     | 113      | Maintenance III              | \$28,456.00          | \$0.00               | \$28,456.00      | 0.03   | \$854.00        | \$0.00         | \$29,310.00                   | \$0.00             | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$0.00                         |
| 54     | 113      | MAINTENANCE II               | \$28,456.00          | \$0.00               | \$28,456.00      | 0.03   | \$854.00        | \$0.00         | \$29,310.00                   | \$29,310.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$29,310.00                    |
| 55     | 113      | Maintenance III              | \$28,456.00          | \$0.00               | \$28,456.00      | 0.03   | \$854.00        | \$0.00         | \$29,310.00                   | \$0.00             | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$0.00                         |
| 56     | 113      | MAINTENANCE I                | \$17,594.00          | \$0.00               | \$17,594.00      | 0.03   | \$528.00        | \$0.00         | \$18,122.00                   | \$18,122.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$18,122.00                    |
| 57     | 113      | MAINTENANCE I                | \$17,594.00          | \$0.00               | \$17,594.00      | 0.03   | \$528.00        | \$0.00         | \$18,122.00                   | \$0.00             | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$0.00                         |
| 58     | 113      | GRANTS SPECIALIST            | \$40,950.00          | \$0.00               | \$40,950.00      | 0.03   | \$1,228.00      | (\$13,065.00)  | \$29,113.00                   | \$25,000.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$25,000.00                    |
| 59     | 113      | ACCOUNTANT                   | \$37,000.00          | \$0.00               | \$37,000.00      | 0.03   | \$1,110.00      | \$0.00         | \$38,110.00                   | \$38,110.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$38,110.00                    |
| T060   | 121      | ADMINISTRITVE SECRETARY      | \$0.00               | \$31,200.00          | \$31,200.00      | 0      | \$0.00          | \$0.00         | \$31,200.00                   | \$31,200.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$31,200.00                    |
|        |          |                              | \$1,639,612.00       | \$41,623.75          | \$1,681,235.75   |        | \$49,504.00     | \$4,962.00     | \$1,735,701.75                | \$1,471,442.00     | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$1,406,442.00                 |

**AI-1051**  
**Parks Master Plan**  
**CC REGULAR**

**15.B.**

**Date:** 11/07/2006  
**Submitted By:** Monica Badillo, BUDGET & MANAGEMENT  
**Submitted For:** Comm. Handy/Border Visions  
**Department:** BUDGET & MANAGEMENT

---

**Agenda Item**

**CAPTION**

1. Approval of including the Mercado Delta into the County of Hidalgo Park System
2. Approval of Resolution adopting the Amendment of the Hidalgo County Parks Master Plan (2004-2008) Amendment 01/06 - Precinct One Parks and Recreation Inventory
3. Approval of Resolution adopting the Amendment of the Hidalgo County National Parks Services Recovery Action Plan Amendment 01/06 - Precinct One Parks and Recreation Inventory

**BACKGROUND**

---

**Revenue & Expenditures**

---

**Attachments**

**Link:** Pct. 1 parks

**Confidential documents are indicated with a (c).**

---

**Form Routing/Status**

| Route Seq | Inbox | Approved By    | Date                            | Status |
|-----------|-------|----------------|---------------------------------|--------|
|           |       | Monica Badillo | Started On: 11/02/2006 03:57 PM |        |
|           |       |                |                                 |        |
|           |       |                |                                 |        |

**Form Started By:** Monica Badillo  
**Final Approval Date:** 11/02/2006

---

**BORDER VISIONS****CONSULTING GROUP L.L.C.****LEADING COMMUNITIES PERFECT SOLUTIONS QUALITY RESULTS**

**605 E. Violet # 6 McAllen Texas**  
**Phone: (956) 630-6775 / Fax: (956) 687-6655**

**FAX****To:** Monica Badillo**From:** Gordon Moore**Fax:** (956) 292-7034**Pages:** 2 including cover**Phone:** (956) 292-7025**Date:** November 1, 2006**Re:** Agenda Item Request**CC:**

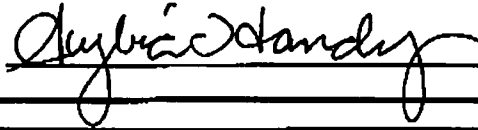
☒ **Urgent**    ☒ **For Review**    ☐ **Please Comment**    ☐ **Please Reply**

**COUNTY OF HIDALGO COMMISSIONERS' COURT  
AGENDA REQUEST FORM**

NO: \_\_\_\_\_

DATE: 10/30/2006  
DEADLINE FOR ACTION: A.S.A.P.MEETING DATE REQUEST: 11/7/2006  
CONTACT PERSON: Comm. Sylvia HandyDEPARTMENT: Hidalgo County Pct. 1 PHONE: 968-8733 FAX: 969-1417

DEPT. HEAD/OFFICIAL SIGNATURE: \_\_\_\_\_

**CAPTION:**

Approval of including the Mercado Delta into the County of Hidalgo Park System.

Approval of Resolution Adopting the Amendment of The Hidalgo County Parks Master Plan (2004-2008)  
Amendment 01/06 - Precinct One Parks and Recreation InventoryApproval of Resolution Adopting the Amendment of the Hidalgo County National Parks Services Recovery Action Plan  
Amendment 01/06 - Precinct One Parks and Recreation Inventory**BACKGROUND:** (Briefly summarize your request, use separate sheet(s) if needed or attach supporting documentation.)**BUDGETARY IMPACT:****PLEASE INITIAL FOR APPROVAL:**

Legal Counsel: \_\_\_\_\_ Budget: \_\_\_\_\_ Human Resources: \_\_\_\_\_

**COMMENTS:****ACTION TAKEN BY COMMISSIONER'S COURT:**Approved on: \_\_\_\_\_ Tabled on: \_\_\_\_\_ Denied on: \_\_\_\_\_  
(DATE) (DATE)

Motion made by: \_\_\_\_\_ Second by: \_\_\_\_\_ Vote: \_\_\_\_\_

**AI-1046**

**16.A.**

**Pct #3 R&B-Approval to create slot  
CC REGULAR**

**Date:** 11/07/2006  
**Submitted By:** Norma Ceballos, COMM. PCT. #3  
**Submitted For:** Norma Ceballos  
**Department:** COMM. PCT. #3  
**Agenda Area:** Precinct #3

---

**Agenda Item**

**CAPTION**

1. Discussion, consideration, and approval to create slot #123-005-**068** Office Clerk (regular full-time position).
2. Approval to set salary at \$26,000.00
3. Approval of revised salary schedule.

**BACKGROUND**

---

**Revenue & Expenditures**

**FISCAL YEAR:** 2006

**ACCT. #:** 6-1203-431-00-123-005-0-XXX

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

If approved, transfer from operating budget will be submitted by Pct. 3 to fund position.  
Total cost including fringes is \$4,653.68.00 (salary and fringes have been prorated).

---

**Attachments**

Link: [Fiscal Note-Pct. 3](#)

Link: [Revised Salary Schedule](#)

Confidential documents are indicated with a **(c)**.

---

**Form Routing/Status**

| Route Seq | Inbox                 | Approved By  | Date                | Status |
|-----------|-----------------------|--------------|---------------------|--------|
| 1         | Budget & Management   | Dina Trevino | 11/03/2006 08:36 AM | APRV   |
| 2         | Rosalinda Cantu       | Rosie Cantu  | 11/03/2006 03:46 PM | APRV   |
| 3         | Purchasing Department |              |                     | NEW    |
| 4         | Auditor's Office      |              |                     |        |
| 5         | Agenda Coordinator    |              |                     |        |

**Form Started By:** Norma Ceballos

**Started On:** 11/02/2006 11:55 AM

**Final Approval Date:**

---



**Hidalgo County Budget Office**

**FISCAL NOTE**

•Fiscal notes are prepared by the Budget Office to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioners' Court  
From: Valde Guerra, Budget Officer  
CC Date: Tuesday, November 07, 2006

Agenda Item: AI-1046

Summary of request/proposal: Commissioner Pct. 3 is requesting to create an office clerk position, slot #123-005-068 and set salary at \$26,000.00. Salary and fringes have been prorated commencing 11/13/06, next available full pay period.

| Fund | Position     | Slot# | Obj | Current<br>Budgeted<br>Pay | Salary | Requested | Total Adjustment<br>Requested |
|------|--------------|-------|-----|----------------------------|--------|-----------|-------------------------------|
| 1203 | OFFICE CLERK | 068   | 113 | 0.00                       |        | 26,000.00 | 26,000.00                     |
|      |              |       |     | 0.00                       |        | 26,000.00 | 26,000.00                     |

**Budgetary Impact:**

| INCREASE/DECREASE<br>ACCOUNT NUMBER | ACCOUNT (OBJECT)<br>NAME        | AMOUNT   |
|-------------------------------------|---------------------------------|----------|
| 6-1203-431-00-123-005-0-113         | PCT.3 P/U RD PERM F/T EMPLOYEES | 3,500.00 |
| 6-1203-431-00-123-005-0-211         | PCT.3 P/U RD HEALTH INSURANCE   | 560.54   |
| 6-1203-431-00-123-005-0-212         | PCT.3 P/U RD LIFE INSURANCE     | 4.44     |
| 6-1203-431-00-123-005-0-220         | PCT.3 P/U RD FICA               | 267.75   |
| 6-1203-431-00-123-005-0-230         | PCT.3 P/U RD RETIREMENT         | 276.50   |
| 6-1203-431-00-123-005-0-250         | PCT.3 P/U RD UNEMPLOYMENT COMP  | 17.50    |
| 6-1203-431-00-123-005-0-260         | PCT.3 P/U RD WORKER'S COMP      | 26.95    |
| 2006 Budgetary Impact               |                                 | 4,653.68 |

**2007 Budgetary Impact: \$ -**

**Possible Funding Sources: Fund 1203 operating budget. 6-1203-431-00-123-005-0-XXX**

**Budget Office Recommendation:** Transfer to be submitted by dept if creation of slot is approved.

|  |
|--|
|  |
|  |
|  |
|  |

**HIDALGO COUNTY  
COMMISSIONERS COURT  
2006 SALARY SCHEDULE**

**1203-431-00-123-005-0  
PCT.3 P/U RD**

| Slot # | Obj Code | POSITION TITLE      | 2005 BUDGETED SALARY | 2006 ADJUSTED SALARY | 2006 BASE SALARY | % Inc . | AMOUNT INCREASE | OTHER INCREASE | 2006 BUDGETED SALARY APPROVED | 2006 ACTUAL SALARY | Other Allowances |               |              |             |              | 2006 ACTUAL TOTAL COMPENSATION |
|--------|----------|---------------------|----------------------|----------------------|------------------|---------|-----------------|----------------|-------------------------------|--------------------|------------------|---------------|--------------|-------------|--------------|--------------------------------|
|        |          |                     |                      |                      |                  |         |                 |                |                               |                    | Longevity 115    | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 |                                |
| 001    | 113      | FIELD OPER DIRECTOR | \$44,725.00          | \$1,876.94           | \$46,601.94      | 0.03    | \$1,398.00      | \$0.00         | \$47,999.94                   | \$48,000.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$48,000.00                    |
| 002    | 113      | MAINTENANCE I       | \$19,549.00          | \$0.00               | \$19,549.00      | 0.03    | \$586.00        | \$0.00         | \$20,135.00                   | \$20,135.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$20,135.00                    |
| 003    | 113      | HEAVY EQ OP II      | \$24,296.00          | \$946.72             | \$25,242.72      | 0.03    | \$757.00        | \$0.00         | \$25,999.72                   | \$26,000.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$26,000.00                    |
| 005    | 113      | TRF SA/SPC II       | \$19,549.00          | \$0.00               | \$19,549.00      | 0.03    | \$586.00        | \$0.00         | \$20,135.00                   | \$20,135.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$20,135.00                    |
| 006    | 113      | TRF SA/SPC II       | \$22,297.00          | \$0.00               | \$22,297.00      | 0.03    | \$669.00        | \$0.00         | \$22,966.00                   | \$22,966.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$22,966.00                    |
| 007    | 113      | MAINTENANCE III     | \$19,973.00          | \$0.00               | \$19,973.00      | 0.03    | \$599.00        | \$0.00         | \$20,572.00                   | \$20,572.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$20,572.00                    |
| 008    | 113      | TRCK DRIVER II      | \$20,223.00          | \$0.00               | \$20,223.00      | 0.03    | \$607.00        | \$0.00         | \$20,830.00                   | \$19,838.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$19,838.00                    |
| 009    | 113      | HUMAN RES SPEC      | \$25,137.00          | \$0.00               | \$25,137.00      | 0.03    | \$754.00        | \$0.00         | \$25,891.00                   | \$25,891.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$25,891.00                    |
| 010    | 113      | ASST FIELD/OP DIR   | \$34,178.00          | \$8,540.45           | \$42,718.45      | 0.03    | \$1,281.55      | \$0.00         | \$44,000.00                   | \$44,000.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$44,000.00                    |
| 011    | 113      | TRCK DRIVER II      | \$22,470.00          | \$0.00               | \$22,470.00      | 0.03    | \$674.00        | \$0.00         | \$23,144.00                   | \$23,144.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$23,144.00                    |
| 012    | 113      | HEAVY EQ OP II      | \$24,357.00          | \$885.72             | \$25,242.72      | 0.03    | \$757.00        | \$0.00         | \$25,999.72                   | \$26,000.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$26,000.00                    |
| 013    | 113      | HEAVY EQ OP II      | \$22,470.00          | \$2,772.72           | \$25,242.72      | 0.03    | \$757.00        | \$0.00         | \$25,999.72                   | \$26,000.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$26,000.00                    |
| 014    | 113      | TRCK DRVER III      | \$22,470.00          | \$0.00               | \$22,470.00      | 0.03    | \$674.00        | \$0.00         | \$23,144.00                   | \$0.00             | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$0.00                         |
| 015    | 113      | MECHANIC III        | \$32,877.00          | \$0.00               | \$32,877.00      | 0.03    | \$986.00        | \$0.00         | \$33,863.00                   | \$33,863.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$33,863.00                    |
| 016    | 113      | TRCK DRIVER II      | \$22,470.00          | \$0.00               | \$22,470.00      | 0.03    | \$674.00        | \$0.00         | \$23,144.00                   | \$23,144.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$23,144.00                    |
| 017    | 113      | TRCK DRIVER II      | \$22,470.00          | \$0.00               | \$22,470.00      | 0.03    | \$674.00        | \$0.00         | \$23,144.00                   | \$23,144.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$23,144.00                    |
| 018    | 113      | HEAVY EQ OP III     | \$24,310.00          | \$932.72             | \$25,242.72      | 0.03    | \$757.00        | \$0.00         | \$25,999.72                   | \$26,000.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$26,000.00                    |
| 019    | 113      | HEAVY EQ OP II      | \$24,357.00          | \$0.00               | \$24,357.00      | 0.03    | \$731.00        | \$0.00         | \$25,088.00                   | \$25,088.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$25,088.00                    |
| 020    | 113      | MAINTENANCE III     | \$21,097.00          | \$0.00               | \$21,097.00      | 0.03    | \$633.00        | \$0.00         | \$21,730.00                   | \$21,729.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$21,729.00                    |
| 021    | 113      | TRCK DRIVER II      | \$22,470.00          | \$1,801.84           | \$24,271.84      | 0.03    | \$728.00        | \$0.00         | \$24,999.84                   | \$25,000.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$25,000.00                    |
| 022    | 113      | HEAVY EQ OP III     | \$24,357.00          | \$0.00               | \$24,357.00      | 0.03    | \$731.00        | \$0.00         | \$25,088.00                   | \$23,144.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$23,144.00                    |
| 023    | 113      | HEAVY EQ OP II      | \$24,357.00          | \$885.72             | \$25,242.72      | 0.03    | \$757.28        | \$0.00         | \$26,000.00                   | \$26,000.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$26,000.00                    |
| 024    | 113      | MAINTENANCE II      | \$19,549.00          | \$0.00               | \$19,549.00      | 0.03    | \$586.00        | \$0.00         | \$20,135.00                   | \$20,135.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$20,135.00                    |
| 025    | 113      | TRCK DRVER III      | \$22,470.00          | \$0.00               | \$22,470.00      | 0.03    | \$674.00        | \$0.00         | \$23,144.00                   | \$23,144.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$23,144.00                    |
| 026    | 113      | VECTOR CONTROL      | \$23,433.00          | \$0.00               | \$23,433.00      | 0.03    | \$703.00        | \$0.00         | \$24,136.00                   | \$0.00             | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$0.00                         |
| 028    | 113      | HEAVY EQ OP III     | \$24,357.00          | \$885.72             | \$25,242.72      | 0.03    | \$757.28        | \$0.00         | \$26,000.00                   | \$26,000.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$26,000.00                    |
| 029    | 113      | COORDINATOR         | \$52,750.00          | \$11,084.95          | \$63,834.95      | 0.03    | \$1,915.00      | \$0.00         | \$65,749.95                   | \$65,750.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$65,750.00                    |
| 030    | 113      | MAINTENANCE II      | \$22,470.00          | \$0.00               | \$22,470.00      | 0.03    | \$674.00        | \$0.00         | \$23,144.00                   | \$23,144.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$23,144.00                    |
| 031    | 113      | MAINTENANCE III     | \$28,665.00          | \$461.21             | \$29,126.21      | 0.03    | \$873.79        | \$0.00         | \$30,000.00                   | \$30,000.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$30,000.00                    |
| 032    | 113      | MAINTENANCE I       | \$17,594.00          | \$0.00               | \$17,594.00      | 0.03    | \$528.00        | \$2,678.00     | \$20,800.00                   | \$20,800.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$20,800.00                    |
| 033    | 113      | HEAVY EQ OP III     | \$24,357.00          | \$885.72             | \$25,242.72      | 0.03    | \$757.00        | \$0.00         | \$25,999.72                   | \$0.00             | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$0.00                         |
| 034    | 113      | MAINTENANCE II      | \$22,470.00          | \$0.00               | \$22,470.00      | 0.03    | \$674.00        | \$0.00         | \$23,144.00                   | \$23,144.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$23,144.00                    |
| 035    | 113      | MAINTENANCE I       | \$18,618.00          | \$799.48             | \$19,417.48      | 0.03    | \$583.00        | \$0.00         | \$20,000.48                   | \$20,000.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$20,000.00                    |
| 036    | 113      | MAINTENANCE III     | \$19,549.00          | \$0.00               | \$19,549.00      | 0.03    | \$586.00        | \$0.00         | \$20,135.00                   | \$0.00             | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$0.00                         |
| 037    | 113      | HEAVY EQ OP III     | \$21,097.00          | \$0.00               | \$21,097.00      | 0.03    | \$633.00        | \$0.00         | \$21,730.00                   | \$21,730.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$21,730.00                    |

**HIDALGO COUNTY  
COMMISSIONERS COURT  
2006 SALARY SCHEDULE**

**1203-431-00-123-005-0  
PCT.3 P/U RD**

| Slot # | Obj Code | POSITION TITLE               | 2005 BUDGETED SALARY | 2006 ADJUSTED SALARY | 2006 BASE SALARY | % Inc . | AMOUNT INCREASE | OTHER INCREASE | 2006 BUDGETED SALARY APPROVED | 2006 ACTUAL SALARY | Other Allowances |               |              |             |              | 2006 ACTUAL TOTAL COMPENSATION |
|--------|----------|------------------------------|----------------------|----------------------|------------------|---------|-----------------|----------------|-------------------------------|--------------------|------------------|---------------|--------------|-------------|--------------|--------------------------------|
|        |          |                              |                      |                      |                  |         |                 |                |                               |                    | Longevity 115    | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 |                                |
| 038    | 113      | TRCK DRIVER I                | \$20,522.00          | \$0.00               | \$20,522.00      | 0.03    | \$616.00        | \$0.00         | \$21,138.00                   | \$21,138.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$21,138.00                    |
| 039    | 113      | INVOICE CLERK                | \$19,549.00          | \$0.00               | \$19,549.00      | 0.03    | \$586.00        | \$0.00         | \$20,135.00                   | \$20,135.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$20,135.00                    |
| 040    | 113      | EXECUTIVE ASST               | \$41,068.00          | \$5,534.00           | \$46,602.00      | 0.03    | \$1,398.06      | \$0.00         | \$48,000.06                   | \$48,000.06        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$48,000.06                    |
| 041    | 113      | CUSTODIAN                    | \$19,549.00          | \$0.00               | \$19,549.00      | 0.03    | \$586.00        | \$0.00         | \$20,135.00                   | \$20,135.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$20,135.00                    |
| 042    | 113      | HEAVY EQ OP II               | \$21,633.00          | \$0.00               | \$21,633.00      | 0.03    | \$649.00        | \$0.00         | \$22,282.00                   | \$19,925.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$19,925.00                    |
| 043    | 113      | CHIEF ADMINISTRATOR          | \$61,105.00          | \$0.00               | \$61,105.00      | 0.03    | \$1,833.00      | \$0.00         | \$62,938.00                   | \$62,938.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$62,938.00                    |
| 044    | 113      | HEAVY EQ OP III              | \$24,357.00          | \$0.00               | \$24,357.00      | 0.03    | \$731.00        | \$0.00         | \$25,088.00                   | \$25,088.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$25,088.00                    |
| 045    | 113      | TRCK DRIVER I                | \$20,522.00          | \$0.00               | \$20,522.00      | 0.03    | \$616.00        | \$0.00         | \$21,138.00                   | \$21,138.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$21,138.00                    |
| 046    | 113      | TRCK DRIVER I                | \$22,470.00          | \$0.00               | \$22,470.00      | 0.03    | \$674.00        | \$0.00         | \$23,144.00                   | \$23,144.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$23,144.00                    |
| 047    | 113      | MAINTENANCE I                | \$19,549.00          | \$0.00               | \$19,549.00      | 0.03    | \$586.00        | \$665.00       | \$20,800.00                   | \$20,800.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$20,800.00                    |
| 048    | 113      | MAINTENANCE I                | \$19,549.00          | \$0.00               | \$19,549.00      | 0.03    | \$586.00        | \$665.00       | \$20,800.00                   | \$20,800.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$20,800.00                    |
| 049    | 113      | MAINTENANCE I                | \$22,470.00          | \$0.00               | \$22,470.00      | 0.03    | \$674.00        | \$0.00         | \$23,144.00                   | \$0.00             | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$0.00                         |
| 050    | 113      | PAVING SUPVSR                | \$35,000.00          | \$1,893.20           | \$36,893.20      | 0.03    | \$1,107.00      | \$0.00         | \$38,000.20                   | \$38,000.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$38,000.00                    |
| 051    | 113      | TRCK DRIVER II               | \$22,470.00          | \$1,316.41           | \$23,786.41      | 0.03    | \$714.00        | \$0.00         | \$24,500.41                   | \$24,500.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$24,500.00                    |
| 052    | 113      | MAINTENANCE I                | \$16,768.00          | \$707.73             | \$17,475.73      | 0.03    | \$524.00        | \$0.00         | \$17,999.73                   | \$20,800.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$18,000.00                    |
| 053    | 113      | MAINTENANCE I                | \$16,768.00          | \$707.73             | \$17,475.73      | 0.03    | \$524.00        | \$2,800.27     | \$20,800.00                   | \$20,800.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$20,800.00                    |
| 054    | 113      | MAINTENANCE I                | \$16,768.00          | \$707.73             | \$17,475.73      | 0.03    | \$524.00        | \$0.00         | \$17,999.73                   | \$20,800.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$18,000.00                    |
| 055    | 113      | MAINTENANCE I                | \$16,768.00          | \$707.73             | \$17,475.73      | 0.03    | \$524.00        | \$2,800.27     | \$20,800.00                   | \$20,800.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$20,800.00                    |
| 056    | 113      | HEAVY EQ OP III              | \$24,357.00          | \$885.72             | \$25,242.72      | 0.03    | \$757.28        | \$0.00         | \$26,000.00                   | \$26,000.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$26,000.00                    |
| 061    | 113      | HEAVY EQUIPMENT OPERATOR III | \$0.00               | \$24,357.00          | \$24,357.00      | 0       | \$0.00          | \$0.00         | \$24,357.00                   | \$24,357.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$24,357.00                    |
| 062    | 113      | RECEPTIONIST/CLERK           | \$0.00               | \$20,800.00          | \$20,800.00      | 0       | \$0.00          | \$0.00         | \$20,800.00                   | \$20,800.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$20,800.00                    |
| 063    | 113      | ASST. FILED OPERATIONS DIR.  | \$0.00               | \$36,000.00          | \$36,000.00      | 0       | \$0.00          | \$0.00         | \$36,000.00                   | \$36,000.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$36,000.00                    |
| 064    | 113      | MAINTENANCE I                | \$0.00               | \$20,800.00          | \$20,800.00      | 0       | \$0.00          | \$0.00         | \$20,800.00                   | \$20,800.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$20,800.00                    |
| 065    | 113      | MAINTENANCE I                | \$0.00               | \$20,800.00          | \$20,800.00      | 0       | \$0.00          | \$0.00         | \$20,800.00                   | \$20,800.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$20,800.00                    |
| 066    | 113      | COMMUNITY LIAISON            | \$0.00               | \$36,000.00          | \$36,000.00      | 0       | \$0.00          | \$0.00         | \$36,000.00                   | \$36,000.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$36,000.00                    |
| 067    | 113      | TIRE REPAIR/MAINTENANCE      | \$0.00               | \$20,800.00          | \$20,800.00      | 0       | \$0.00          | \$0.00         | \$20,800.00                   | \$20,800.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$20,800.00                    |
|        |          |                              | \$1,319,080.00       | \$224,777.16         | \$1,543,857.16   |         | \$40,924.24     | \$9,608.54     | \$1,594,389.94                | \$1,478,138.06     | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$1,472,538.06                 |

| <b>NEW SLOT</b> |     |              |        |             |             |  |        |        |             |        |        |        |        |        |        |        |
|-----------------|-----|--------------|--------|-------------|-------------|--|--------|--------|-------------|--------|--------|--------|--------|--------|--------|--------|
| 068             | 113 | OFFICE CLERK | \$0.00 | \$26,000.00 | \$26,000.00 |  | \$0.00 | \$0.00 | \$26,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |

AI-967

17.A.

**CC REGULAR**

**Date:** 11/07/2006  
**Submitted By:** Janie Alejos, COMM. PCT. #4  
**Submitted For:** Janie Alejos  
**Department:** COMM. PCT. #4  
**Agenda Area:** Precinct #4

---

**Agenda Item**

**CAPTION**

Request authorization to rename county dedicated road within Hidalgo County Pct. #4 as follows:

From: Benito A. Ramirez Rd.  
To: Old Mile 21

**BACKGROUND**

L.R.G.V.D.C. 911'S APPROVAL  
PETITION TO RENAME THIS SECTION OF ROAD  
MAP (IDENTIFYING LOCATION OF ROAD)

---

**Revenue & Expenditures**

---

**Attachments**

Link: [OLD MILE 21](#)  
Link: [OLD MILE 21](#)  
Link: [OLD MILE 21](#)  
Link: [OLD MILE 21](#)

Confidential documents are indicated with a **(c)**.

---

**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Budget & Management   | Dina Trevino   | 10/31/2006 01:32 PM | APRV   |
| 2         | Dale Kennan           | Dale Kennan    | 10/31/2006 02:27 PM | APRV   |
| 3         | Purchasing Department | Marty Salazar  | 11/01/2006 03:04 PM | APRV   |
| 4         | Auditor's Office      | Linda Fong     | 11/03/2006 09:14 AM | APRV   |
| 5         | Agenda Coordinator    | Monica Badillo | 11/03/2006 10:32 AM | APRV   |

**Form Started By:** Janie Alejos  
**Started On:** 10/31/2006 10:38 AM

**Final Approval Date:** 11/03/2006

---



# Lower Rio Grande Valley Development Council

Commissioner Sylvia Handy, Hidalgo County.....President  
 Hon. Norma Garcia, Member-at-Large.....1<sup>st</sup> Vice-President  
 Mr. Arturo Ramirez, Member-at-Large.....2<sup>nd</sup> Vice-President  
 Commissioner John Ingram, McAllen.....Secretary  
 Mayor Lalo Sosa, Member-at-Large.....Treasurer  
 Mayor Silvestre Garcia, Combes.....Immediate Past President

## BOARD MEMBERS

Gilberto Hinojosa  
 Judge, Cameron County

Simon Salinas  
 Judge, Willacy County

Victor Perez  
 Commissioner, Alamo

Carlos A. Cisneros  
 Mayor Pro-Tem, Brownsville

Ricardo L. Morales  
 Mayor, Donna

Gus Garcia  
 Commissioner, Edinburg

Rick Rodriguez  
 Mayor, Harlingen

Joel Quintanilla  
 Mayor, Mercedes

Norberto "Beto" Salinas  
 Mayor, Mission

Leo "Polo" Palacios, Jr.  
 Mayor, Pharr

Orlando Correa  
 Mayor, Raymondville

Joe Hernandez  
 Mayor, San Benito

Eddie Rodriguez  
 Mayor Pro-tem, San Juan

Johnny F. Cuellar  
 Mayor Pro-Tem, Weslaco

Dr. J. Gilbert Leal  
 President, TSTC, Harlingen

Gale Armstrong  
 El Jardin Water Supply

Michael G. Wilson  
 Willacy Navigation District

Don Medina  
 Member-At-Large

Arturo Guajardo  
 Superintendent, PSJA I.S.D.

Mayor Pro-tem Alvin Samano  
 Member-at-Large

**October 27, 2006**

**Hidalgo County Precinct #4**  
**Commissioner Oscar L. Garza, Jr.**  
**1102 N Doolittle Rd**  
**Edinburg, TX 78539**

Our current research regarding **OLD MILE 21** shows no matching street:

Help

House #  Dir  Street

Community  ESN

Customer Entity  MSAG System

Reset

**There are no Streets that match the specified criteria!**

With this in mind, renaming **BENITO A RAMIREZ RD** to be **OLD MILE 21** from Va Verde Rd to FM 2812 is **9-1-1 VALID** if Hidalgo County Precinct #4 wishes to use this street name. If Hidalgo County Precinct #4 does approve the renaming of the street mentioned above, **please send a copy of the approval to our 9-1-1 Department so that we can make the official changes needed to the statewide 9-1-1 database.**

**APPROVED ON: October 27, 2006**

**APPROVED BY: 9-1-1 DEPARTMENT**

**EXECUTIVE DIRECTOR**  
 Kenneth N. Jones, Jr.



To: OSCAR L GARZA, JR, COMMISSIONER PCT #4  
HIDALGO COUNTY COMMISSIONERS' COURT  
100 EAST CANO STREET  
EDINBURG TX 78539

SPONSOR: PATRICIA CARTER

WE HEREBY PETITION THIS COURT TO REVIEW, RECONSIDER, AND GRANT OUR REQUEST TO RENAME MILE 21 (County dedicated road located within Hidalgo County Pct #4, between Val Verde Road & FM 2812) to **OLD MILE 21** (formerly MILE 21, formerly MILE 201/2, formerly BENITO A RAMERIZ ROAD). There has been much confusion, urgent mail returned to include medical prescriptions, driver's license, checks, and doctor's appointments, plus the expense and time involved to make necessary address changes.

PETITIONER:

- 1 Name: PATRICIA CARTER  
Address: 15001 MILE 21 N - EDINBURG TX 78538  
Signature: Patricia Carter
- 2 Name: P.D. CARTER  
Address: 15001 - MILE 21 N - EDINBURG TX  
Signature: P.D. Carter
- 3 Name: Domingo P. Cartio Domingo Cartio  
Address: 15000 B.A. Ramirez Edinburg, Texas 78538  
Signature: Domingo Cartio
- 4 Name: David Cartio  
Address: 15000 Mile 20 1/2 Edinburg Texas 78538  
Signature: David Cartio
- 5 Name: Carmen Carter  
Address: 15005 Mile 21 N Edinburg TX 78538  
Signature: Carmen Carter
- 6 Name: Miguel Fuentes Diaz  
Address: Benito A. Ramirez 15002  
Signature: Miguel Fuentes Diaz
- 7 Name: Miguel A. Medina  
Address: P.O. Box 1000 Edinburg TX 78538  
Signature: Miguel A. Medina
- 8 Name: Pedro O. Garcia  
Address: 15000 Benito O Ramirez  
Signature: Pedro O Garcia
- 9 Name: Modesto SAENZ  
Address: 15000 B.A. RAMIREZ Rd  
Signature: Modesto Saenz

# PAT CARTER TRANSPORT

A WOMAN BUSINESS ENTERPRISE



TO: Precinct #4  
ATTN: Jamie  
FAX #: 381-5905  
FROM: Pat Carter  
DATE: 10/24/06  
SUBJ.: mile 21  
PAGES: 2, INCLUDING THIS

15001 MILE 21 NORTH  
EDCOUCH TX 78538  
956-316-1915  
956-380-2527 FAX  
[cartpat311@aol.com](mailto:cartpat311@aol.com)

HAVE A NICE DAY!!!



**AI-1052**

**17.B.**

**Final Agreed Judgment  
CC REGULAR**

**Date:** 11/07/2006  
**Submitted By:** Monica Badillo, BUDGET & MANAGEMENT  
**Submitted For:** Comm. Garza  
**Department:** BUDGET & MANAGEMENT  
**Agenda Area:** Precinct #4

---

**Agenda Item**

**CAPTION**

Discussion, consideration and action on Agreed Final Judgment (Ware Del Norte Rd.)

**BACKGROUND**

document with Agenda Coordinator

---

**Revenue & Expenditures**

---

**Attachments**

Link: [pct. 4 agreed judgment](#)

Confidential documents are indicated with a **(c)**.

---

**Form Routing/Status**

| <b>Route Seq</b> | <b>Inbox</b>          | <b>Approved By</b> | <b>Date</b>         | <b>Status</b> |
|------------------|-----------------------|--------------------|---------------------|---------------|
| 1                | Budget & Management   | Dina Trevino       | 11/03/2006 08:41 AM | APRV          |
| 2                | Purchasing Department |                    |                     | NEW           |
| 3                | Auditor's Office      |                    |                     |               |
| 4                | Agenda Coordinator    |                    |                     |               |

**Form Started By:** Monica Badillo

**Started On:** 11/02/2006 04:02 PM

**Final Approval Date:**

---

LAW OFFICES OF  
**EFRAIN CARRERA**

Attorney at Law  
617 South 12<sup>th</sup> Ave.  
Edinburg, Texas 78539  
956-387-0909 Telephone  
956-387-0914 Facsimile

**FACSIMILE COVER SHEET**

THIS FACSIMILE TRANSMISSION AND/OR THE DOCUMENT ACCOMPANYING IT MAY CONTAIN CONFIDENTIAL INFORMATION BELONGING TO THE SENDER, WHICH IS PROTECTED BY THIS OFFICE PRIVILEGE OR OTHER LAW OF CONFIDENTIALITY. THE INFORMATION IS INTENDED FOR USE BY ONLY THE INDIVIDUAL OR ENTITY NAMED BELOW. IF YOU ARE NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISCLOSURE, COPYING, DISTRIBUTION OR THE TAKING OF ANY ACTION IN RELIANCE OF THE CONTENTS OF THIS INFORMATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS TRANSMISSION IN ERROR, PLEASE NOTIFY US IMMEDIATELY TO ARRANGE FOR ITS RETURN.

TO: Comm. Oscar Garza

DATE: October 30, 2006

FAX NO.: 956-381-5905

NO. OF PAGES: 12 including cover sheet

RE: Cause No. C-1409-05-I; Sandra Cantu, etal vs. James M. Lee,  
etal

NOTES:

As per your conversation on Friday, October 27<sup>th</sup> with Mr. Carrera enclosed is a certified copy of the Final Agreed Judgment. Should you have questions, you may call him at 956-451-5447 or the office.

IF YOU HAVE NOT RECEIVED ALL THE PAGES CLEARLY, OR IF THE TRANSMISSION IS NOT SUCCESSFULLY RECEIVED, PLEASE PHONE OUR OFFICE AS SOON AS POSSIBLE.

From the Desk of:

- ☐ Efrain Carrera
- ☐ Sandra Cavazos, Legal Assistant

|                   |          |         |         |            |    |
|-------------------|----------|---------|---------|------------|----|
| Post-it® Fax Note | 7671     | Date    | 11/2/06 | # of pages | 12 |
| To                | Mrs. B.  | From    | Gloria  |            |    |
| Co./Dept.         | Budget   | Co.     | Det 4   |            |    |
| Phone #           |          | Phone # |         |            |    |
| Fax #             | 292-7034 | Fax #   |         |            |    |

SANDRA CANTU, CESAR JAVIER RODRIGUEZ  
EUGENIA MARGARITA PEREZ,  
RAYMOND RAPHEAL,  
HOMER L. GUTIERREZ,  
SANTIAGO HERRERA, RALPH E. JOHNSON,  
MYRNA L. GUERRA,  
DIANA CASTILLO GOMEZ,  
VIRGINIA ALANIZ,  
ISABEL SALMERON GOMEZ,  
DAVID EMERY, FRANCISCO GONZALEZ,  
ROBERTO ELIZONDO, ALICIA E. ELIZONDO,  
ROBERT ALANIZ, MARY ELLEN ALANIZ,  
RACHEL MENDOZA, DALIA I. GUTIERREZ,  
KIM OBERMAN, LINDA L. MITCHELL,  
RENE PEREDEV, ALEYDA SALAS,  
ROBERT SALAS,  
JOSE ANGEL CANTU, CHARLES L. CLARK,  
JENNIFER KURE, JAY J. KURE,  
GUADALUPE PEREZ,  
FRANCISCO FLORES, JESUS GARZA,  
ROQUE LOPEZ, DIANA FUENTES  
MA. GLORIA MOYA, SANDRA K. DEARMIN,  
THOMAS E. DEARMIN, NANCY DE LEON-GARZA,  
MARY ELLEN GARZA, DIANA TABOR,  
RUTH JENEAN CLARK, MARINA CASTRO,  
RAMIRO J. RAMOS, MARIA E. RAMOS,  
GUADALUPE VACIO, JESUS VACIO,  
LETICIA VILLARREAL, A. EMELIA SILVA,  
ALBERT GARCIA, SANDRA TREVIÑO,  
DANIEL TREVIÑO, CANUTU VALDEZ,  
ROBERT GARZA, ANABEL S. CUELLAR,  
STEPHANTIE GARCIA, JUBAL GARCIA  
ANDRES SANCHEZ, SR.,  
DELIA SANCHEZ, EUSTOLIO VILLARREAL,  
STEVEN P. REINHOLD, HEIDI REINHOLD,  
KELLI HENSLEY, SANDRA R. LARA,  
MONICA A. PEREA,  
MARCO A. GUDINO, DENISSE GUDINO,  
BETTY CROWN, DAVID R. GRAGG,  
MANCELA DE LEON, VIRGIL SANCHEZ  
ALEJANDRO SANTOS, RUBEN PEDROZA,  
GRACE WILLIAMS, HOMER ALAFA  
FLOR GRISELA GONZALEZ, CESAR JAVIER  
RODRIGEZ, EUGENIA MARGARITA PEREZ,  
JANICE RAPHEAL, RAYMOND RAPHEAL,  
HOMER L. GUTIERREZ, SANTIAGO HERRERA,  
RALPH E. JOHNSON, MYRNA L. GUERRA,  
DIANA CASTILLO GOMEZ, VIRGINIA ALANIZ,  
ISABEL SALMERON GOMEZ



2. The County of Hidalgo has an easement by Implied Dedication over and through all existing roads within and through Ware Shadows Subdivision. Ware Shadows Subdivision, Hidalgo County, Texas is described as follows: BEING A RESUBDIVISION OF 21.94 ACRES, BEING EAST 2.56 ACRES OF LOT 151; EAST 5.43 ACRES OF LOT 152; EAST 5.46 ACRES OF LOT 153; EAST 4.66 ACRES OF LOT 154; EAST 1.75 ACRES OF LOT 155; EAST 1.03 ACRES OF LOT 156; AND THE NORTH 1.05 ACRES OF LOT 173 PRIDE O'TEXAS SUBDIVISION, HIDALGO COUNTY TEXAS, recorded in Book 20, Page 48 of the map records of Hidalgo County, Texas. This easement provides authority and right to the County of Hidalgo to continue to repair, maintain, upkeep, and provide all county services to all existing roads within and through the above described subdivision;
3. The County of Hidalgo has an easement by Implied Dedication over and through all existing roads within and through Los Padres Subdivision. Los Padres Subdivision, Hidalgo County, Texas is described as follows: BEING A RESUBDIVISION OF 28.44 ACRES OUT OF LOTS 173, 174 AND 200. PRIDE O'TEXAS SUBDIVISION HIDALGO COUNTY TEXAS recorded in Book 20, Page 116 of the map records of Hidalgo County Texas. This easement provides authority and right to the County of Hidalgo to continue to repair, maintain, upkeep, and provide all county services to all existing roads within and through the above described subdivision;
4. The Public has an easement by Implied Dedication over and through Ware Del Norte Road. Ware Del Norte Road is the road that runs through Ware Del

Norte Subdivision, Hidalgo County Texas, and is described as follows: BEING SUBDIVISION OF THE SOUTH 2.44 ACRES OF THE WEST 7.44 ACRES OF LOT 151 AND THE WEST 2.34 ACRES OF THE NORTH 2.85 ACRES OF LOT 150 PRIDE O' TEXAS SUBDIVISION HIDALGO COUNTY, TEXAS, recorded in Book 19 page 166 of the map records of Hidalgo County, Texas. This easement is for ingress and egress from Ware Road and from Elliott Road;

5. Plaintiffs have an easement by Estoppel over and through Ware Del Norte Road. Ware Del Norte Road is the road that runs through Ware Del Norte Subdivision, Hidalgo County Texas and is described as follows: BEING SUBDIVISION OF THE SOUTH 2.44 ACRES OF THE WEST 7.44 ACRES OF LOT 151 AND THE WEST 2.34 ACRES OF THE NORTH 2.85 ACRES OF LOT 150 PRIDE O' TEXAS SUBDIVISION HIDALGO COUNTY, TEXAS, recorded in Book 19, Page 166 of the map records of Hidalgo County, Texas. This easement is for ingress and egress from Ware Road and from Elliott Road;
6. Plaintiffs have an easement by Implied Grant over and through Ware Del Norte Road. Ware Del Norte Road is the road that runs through Ware Del Norte Subdivision, Hidalgo County Texas and is described as follows: BEING SUBDIVISION OF THE SOUTH 2.44 ACRES OF THE WEST 7.44 ACRES OF LOT 151 AND THE WEST 2.34 ACRES OF THE NORTH 2.85 ACRES OF LOT 150 PRIDE O' TEXAS SUBDIVISION HIDALGO COUNTY, TEXAS, recorded in Book 19, Page 166 of the map records of Hidalgo

County, Texas. This easement is for ingress and egress from Ware Road and from Elliott Road;

As part of this Agreed Final Judgment, residents of all three subdivisions, Ware Shadows, Los Padres and Ware Del Norte will not speed through Ware Del Norte Road or any other road in any of the three respective subdivisions (i.e. Ware Shadows, Ware Del Norte, or Los Padres Subdivisions). In addition, via cooperative participation by residents of all three subdivisions, signs indicating legally permissible speed limits shall be posted through all three subdivisions as soon as practicable. If legally permissible, a speed limit of 15 miles per hour shall be posted throughout the three subdivisions.

Also, residents of all three subdivisions shall not trespass onto the private property of any resident of any of the three subdivisions, including but not limited to driving on front lawns of any resident of any of the three subdivisions.

Residents from Ware Del Norte Subdivision shall not threaten the peace with all who use the Ware Road Del Norte including but not limited to acts of intimidation, threats, physical violence, and any other action, which threatens the peaceable public use of the Ware Del Norte for ingress or egress via Ware Road or Elliot Road.

Plaintiffs' bond of \$1000.00 will be returned to Plaintiffs upon entry of this judgment.

SIGNED on 26 day of Oct. 2006.

Auto Salinas Flores  
JUDGE PRESIDING

Approved as to Form:

\_\_\_\_\_  
John King  
State Bar No. 11452000

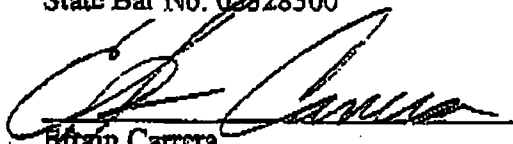
Date: DATE OCT 27 2006  
A true copy I certify  
OMAR GUERRERO  
District Court, Galveston County, Texas  
By [Signature] Deputy

\_\_\_\_\_  
Rex Leach  
State Bar No. 12086300

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

\_\_\_\_\_  
Michael J. Daley  
State Bar No. 05828300

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

  
\_\_\_\_\_  
Brian Carrera  
State Bar No. 24025284

Date: 10/25/06



County, Texas. This easement is for ingress and egress from Ware Road and from Elliott Road;

As part of this Agreed Final Judgment, residents of all three subdivisions, Ware Shadows, Los Padres and Ware Del Norte will not speed through Ware Del Norte Road or any other road in any of the three respective subdivisions (i.e. Ware Shadows, Ware Del Norte, or Los Padres Subdivisions). In addition, via cooperative participation by residents of all three subdivisions, signs indicating legally permissible speed limits shall be posted through all three subdivisions as soon as practicable. If legally permissible, a speed limit of 15 miles per hour shall be posted throughout the three subdivisions.

Also, residents of all three subdivisions shall not trespass onto the private property of any resident of any of the three subdivisions, including but not limited to driving on front lawns of any resident of any of the three subdivisions.

Residents from Ware Del Norte Subdivision shall not threaten the peace with all who use the Ware Road Del Norte including but not limited to acts of intimidation, threats, physical violence, and any other action, which threatens the peaceable public use of the Ware Del Norte for ingress or egress via Ware Road or Elliott Road.

Plaintiffs' bond of \$1000.00 will be returned to Plaintiffs upon entry of this judgment.

SIGNED on \_\_\_\_\_ day of \_\_\_\_\_ 2006.

JUDGE PRESIDING

Approved as to Form:

John King  
State Bar No. 11452000

Date: 10/24/06

Rex N. Leach  
with permission  
*RCL*  
Rex Leach  
State Bar No. 12086300

Date: 10-25-06

Michael J. Daley  
State Bar No. 05328300

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

WEBSITE: [WWW.ATLASANDHALL.COM](http://WWW.ATLASANDHALL.COM)

**ATLAS & HALL, L.L.P.**  
ATTORNEYS AT LAW  
PROFESSIONAL ARTS BUILDING • 818 PECAN  
RD BOX 3725  
MCALLEN, TEXAS 78502-3725  
TELEPHONE (956) 832-8285

FAX (956) 832-8109

October 25, 2006

Writer's Direct Line:  
(956) 832-8285

Efrain Carrera  
Attorney at Law  
817 South 12th Avenue  
Edinburg, Texas 78539

Re: Cause No. C-1409-05-I; Alejandro & Martha Santos, et al/vs. James M. Lee, et al;  
In the 398th District Court of Hidalgo County, Texas

Dear Efrain:

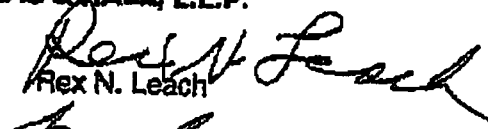
Enclosed is the proposed Agreed Final Judgment which I have signed in this matter.

If you have questions, please call.

Sincerely,

**ATLAS & HALL, L.L.P.**

By:

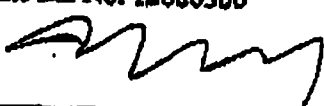
  
Rex N. Leach

RNL/aec  
Enclosure

VIA TELEFAX NO. 387-0914

Rex Leach  
State Bar No. 12086300

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

  
Michael J. Daley  
State Bar No. 05328300

Date: 10-21-06

**THE LAW OFFICE OF MICHAEL J. DALEY**

**Attorney & Counselor at Law**

**1801 S. 2nd Street, Suite 370**

**McAllen, Texas 78503**

**Email - mjdaley7787@AOL.COM**

**Email - nellieamirales@yahoo.com**

**Email-CAR1623@AOL.COM**

**(956) 661-9992**

**(956) 668-9159 FAX**

**CONFIDENTIALITY NOTICE**

**THIS FACSIMILE TRANSMISSION (AND/OR THE DOCUMENTS ACCOMPANYING IT) MAY CONTAIN CONFIDENTIAL INFORMATION BELONGING TO THE SENDER WHICH IS PROTECTED BY ATTORNEY-CLIENT PRIVILEGE. THE INFORMATION IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED BELOW. IF YOU ARE NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISCLOSURE, COPYING, DISTRIBUTION OR THE TAKING OF ANY ACTION IN RELIANCE ON THE CONTENTS OF THIS INFORMATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS INFORMATION IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY COLLECT TELEPHONE CALL TO ARRANGE FOR THE RETURN OF THE DOCUMENTS.**

***FROM THE DESK OF ANNA CHRIS MARTINEZ***

***Please deliver the following page(s) to:***

**To: Efrain Carrera**

**LOCATION: Law Office of Efrain Carrera**

**FAX NUMBER: 387-0914**

**Re: Sandra Centu ET AL vs. James M. Lee ET AL**

**HAVE A GOOD DAY!!! ☺**

**Date: October 25, 2006      Time: 3:52**

**Total number of pages (including cover letter) 8**

**IF YOU DO NOT RECEIVE ALL PAGES, CALL BACK AS SOON AS POSSIBLE.**

AI-1042

18.A.5.

**Standing Item for the K-Mart Building -Payment No. 4-Joe Williamson  
CC REGULAR**

**Date:** 11/07/2006  
**Submitted By:** Moises Salazar, PURCHASING DEPT.  
**Submitted For:** Marty Salazar  
**Department:** PURCHASING DEPT.  
**Agenda Area:** Purchasing Department

---

**Agenda Item**

**CAPTION**

Approval of Request for Payment Application No. 4 in the amount of \$515,653.35 from Joe Williamson Construction Co., Inc., awarded contractor for the "**Construction of County Offices at the Property, fka K-Mart Property**", and as certified for payment by project architect, Rike Ogden Figueroa Allex Architects, Inc. **C-06-092-07-25**

**BACKGROUND**

---

**Revenue & Expenditures**

**FISCAL YEAR:** 2006 **ACCT. #:** 6-1301-415-00-120-007-0-720  
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**  
**BUDGETARY IMPACT:**  
P.O. No. 571714

**FISCAL YEAR:** 6 **ACCT. #:** 6-1301-415-00-120-007-0-720  
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**  
**BUDGETARY IMPACT:**  
PO# 571714 - Balance \$2,012,856.00 as of 11-2-06

---

**Attachments**

Link: PAYMENT NO. 4 -JOE WILLIAMSON -K-MART BLDG

Confidential documents are indicated with a **(c)**.

---

**Form Routing/Status**

| Route Seq | Inbox                 | Approved By      | Date                | Status |
|-----------|-----------------------|------------------|---------------------|--------|
| 1         | Purchasing Department | Marty Salazar    | 11/02/2006 01:01 PM | APRV   |
| 2         | Budget & Management   | Dina Trevino     | 11/02/2006 02:39 PM | APRV   |
| 3         | Mario Betancourt      | Mario Betancourt | 11/02/2006 04:05 PM | APRV   |
| 4         | Auditor's Office      | Linda Fong       | 11/03/2006 09:56 AM | APRV   |
| 5         | Arcy Duran            | Arcilia Duran    | 11/03/2006 05:09 PM | APRV   |
| 6         | Becky Morales         |                  |                     | NEW    |
| 7         | Agenda Coordinator    |                  |                     |        |

**Form Started By:** Moises Salazar **Started On:** 11/02/2006 10:44 AM

**Final Approval Date:**

---

**APPLICATION AND CERTIFICATION FOR PAYMENT**

PAGE ONE OF THREE PAGES

TO OWNER: COUNTY OF HIDALGO PROJECT: HIDALGO COUNTY OFFICES

100 E. CANO, 4TH FLOOR CONTRACT# C-06-092-07-25

EDINBURG, TEXAS 78539 P.O. # 571714

FROM CONTRACTOR: VIA ARCHITECT:

JOE WILLIAMSON CONSTRUCTION CO., INC. R.O.F.A. ARCHITECTS, INC.

P.O. BOX 4352 1007 WALNUT AVENUE

MCALLEN, TEXAS 78502-4352 MCALLEN, TEXAS 78501

CONTRACT FOR: COUNTY OFFICES

**CONTRACTOR'S APPLICATION FOR PAYMENT**Application in made for payment, as shown below, in connection with the Contract.  
Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM \$ 3,250,000.00

2. Net change by Change Orders \$ -446,408.00

3. CONTRACT SUM TO DATE (Line 1+2) \$ 2,803,592.00

4. TOTAL COMPLETED & STORED TO DATE \$ 1,333,529.00

(Column G)

5. RETAINAGE:

a. 5 % of Completed Work \$ 65,119.15

(Column D + E)

b. 5 % of Stored Material \$ 1,557.30

(Column F)

Total Retainage (Lines 5a + 5b or

Total in Column I)

6. TOTAL EARNED LESS RETAINAGE \$ 66,676.45

(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 1,266,852.55

(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$ 751,199.20

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 1,536,739.45

(Line 3 less line 6)

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

APPLICATION NO.: FOUR

PERIOD TO: 10/23/2006

PROJECT NOS: 2207

CONTRACT DATE: 6/14/2006

Distribution to:

☐ OWNER

☐ ARCHITECT

☐ CONTRACTOR

The undersigned Contractor certifies that to the best of the Contractor's knowledge,

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

CONTRACTOR: JOE WILLIAMSON CONSTRUCTION CO., INC

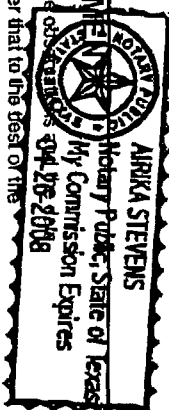
By: Joe WilliamsonDate: 10/24/06State of: TexasCounty of: HidalgoSubscribed and sworn to before me on 24thNotary Public: Denika StevensMy Commission expires: 1/30/08**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations, I certify that the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

\$ 515,653.35



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

By: Joe WilliamsonDate: 11.1.06

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

## CONTINUATION SHEET

**PAGE TWO OF THREE PAGES**

**APPLICATION AND CERTIFICATION FOR PAYMENT**, containing

APPLICATION NO: FOUR

Contractor's signed certification is attached.

APPLICATION DATE: 10/23/2006

In tabulations below, amounts are stated to the nearest dollar

|                       |
|-----------------------|
| PERIOD TO: 10/23/2006 |
|-----------------------|

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

|             |      |
|-------------|------|
| PROJECT NO: | 2207 |
|-------------|------|

| A        | B                               | C               | D                                                | E           | F                                          | G                                          | H       | I                       |                              |
|----------|---------------------------------|-----------------|--------------------------------------------------|-------------|--------------------------------------------|--------------------------------------------|---------|-------------------------|------------------------------|
| ITEM NO. | DESCRIPTION OF WORK             | SCHEDULED VALUE | WORK COMPLETED FROM PREVIOUS APPLICATION (D + E) | THIS PERIOD | MATERIALS PRESENTLY STORED (NOT IN D OR E) | TOTAL COMPLETED AND STORED TO DATE (D+E+F) | % (G+C) | BALANCE TO FINISH (C-G) | RETAINAGE (IF VARIABLE RATE) |
| 100      | GENERAL CONDITIONS              |                 |                                                  |             |                                            |                                            |         |                         |                              |
| 101      | Permit                          | 3,000.00        | 3,000.00                                         |             |                                            | 3,000.00                                   | 100.00  |                         | 150.00                       |
| 102      | Bond                            | 38,000.00       | 38,000.00                                        |             |                                            | 38,000.00                                  | 100.00  |                         | 1,900.00                     |
| 109      | Water                           | 500.00          |                                                  |             |                                            |                                            |         | 500.00                  |                              |
| 110      | Electricity                     | 4,000.00        |                                                  |             |                                            |                                            |         | 4,000.00                |                              |
| 111      | Telephone                       | 1,500.00        | 334.00                                           | 167.00      |                                            | 501.00                                     | 33.40   | 999.00                  | 25.05                        |
| 116      | Superintendent                  | 37,131.00       | 8,250.00                                         | 4,125.00    |                                            | 12,375.00                                  | 33.33   | 24,756.00               | 618.75                       |
| 119      | Tool Rental                     | 210.00          |                                                  | 40.00       |                                            | 40.00                                      | 19.05   | 170.00                  | 2.00                         |
| 124      | Toilet                          | 2,100.00        | 466.00                                           | 233.00      |                                            | 699.00                                     | 33.29   | 1,401.00                | 34.95                        |
| 126      | Equipment Rental                | 530.00          |                                                  | 100.00      |                                            | 100.00                                     | 18.87   | 430.00                  | 5.00                         |
| 128      | Builders Risk Insurance         | 3,800.00        | 844.00                                           | 422.00      |                                            | 1,266.00                                   | 33.32   | 2,534.00                | 63.30                        |
| 129      | Truck / Oil / Gas / Tires       | 3,800.00        | 844.00                                           | 422.00      |                                            | 1,266.00                                   | 33.32   | 2,534.00                | 63.30                        |
| 130      | General Labor                   | 22,000.00       | 1,031.00                                         | 1,500.00    |                                            | 2,531.00                                   | 11.50   | 19,469.00               | 126.55                       |
| 131      | General Clean-Up                | 5,300.00        |                                                  |             |                                            |                                            |         | 5,300.00                |                              |
| 137      | Contingency                     | 40,000.00       |                                                  |             |                                            |                                            |         | 40,000.00               |                              |
| 140      | Workmans Compensation Insurance | 16,600.00       | 1,650.00                                         | 825.00      |                                            | 2,475.00                                   | 14.91   | 14,125.00               | 123.75                       |
| 142      | Small Tools                     | 210.00          | 45.00                                            | 45.00       |                                            | 90.00                                      | 42.86   | 120.00                  | 4.50                         |
| 145      | Trash Containers                | 6,300.00        |                                                  | 1,000.00    |                                            | 1,000.00                                   | 15.87   | 5,300.00                | 50.00                        |
| 146      | General Liability               | 34,000.00       | 7,554.00                                         | 3,777.00    |                                            | 11,331.00                                  | 33.33   | 22,669.00               | 566.55                       |
| 149      | Safety Education                | 210.00          | 46.00                                            | 23.00       |                                            | 69.00                                      | 32.86   | 141.00                  | 3.45                         |
| 150      | A. G. C. Fees                   | 2,650.00        | 2,650.00                                         |             |                                            | 2,650.00                                   | 100.00  |                         | 132.50                       |
| 151      | Demolition                      | 42,000.00       | 16,500.00                                        | 3,915.00    |                                            | 20,415.00                                  | 48.61   | 21,585.00               | 1,020.75                     |
| 200      | SITWORK DIV. #2                 |                 |                                                  |             |                                            |                                            |         |                         |                              |
| 212      | Stripping and Carstops          | 5,550.00        |                                                  |             |                                            |                                            |         | 5,550.00                |                              |
| 214      | Cedar Fence                     | 1,820.00        |                                                  |             |                                            |                                            |         | 1,820.00                |                              |
| 216      | Patio                           | 62,434.00       |                                                  |             |                                            |                                            |         | 62,434.00               |                              |
| 217      | Chainlink Fence                 | 710.00          |                                                  |             |                                            |                                            |         | 710.00                  |                              |
| 216      | Galvanized Fence                | 10,441.00       |                                                  |             |                                            |                                            |         | 10,441.00               |                              |
| 223      | Landscaping Allowance           | 20,000.00       |                                                  |             |                                            |                                            |         | 20,000.00               |                              |
| 300      | CONCRETE DIV. #3                |                 |                                                  |             |                                            |                                            |         |                         |                              |
| 306      | Concrete                        | 55,546.00       | 15,000.00                                        | 3,692.00    |                                            | 18,692.00                                  | 33.65   | 36,854.00               | 934.60                       |
| 400      | MASONRY DIV. #4                 |                 |                                                  |             |                                            |                                            |         |                         |                              |
| 401      | Concrete Block                  | 91,160.00       | 27,560.00                                        | 13,760.00   |                                            | 41,320.00                                  | 45.33   | 49,840.00               | 2,066.00                     |
| 500      | METALS DIV. #5                  |                 |                                                  |             |                                            |                                            |         |                         |                              |
| 501      | Structural Steel                | 17,835.00       |                                                  |             |                                            |                                            |         | 17,835.00               |                              |
| 502      | Canopy                          | 94,830.00       |                                                  |             |                                            |                                            |         | 94,830.00               |                              |
|          |                                 |                 |                                                  |             |                                            |                                            |         |                         |                              |
|          | SUBTOTAL THIS PAGE              | 624,167.00      | 123,774.00                                       | 34,046.00   |                                            | 157,820.00                                 | 25.28   | 466,347.00              | 7,891.00                     |



**CONTINUATION SHEET**

**APPLICATION AND CERTIFICATION FOR PAYMENT**, containing

Contractor's signed certification is attached.

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

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

APPLICATION NO: 'FOUR

**APPLICATION DATE: 10/23/2006**

PERIOD TO: 10/23/2006

PROJECT NO: 2207

PAGE THREE OF THREE PAGES

| A        | B                                | C               | D                                                | E           | F                                          | G                                          | H       | I                       |                              |
|----------|----------------------------------|-----------------|--------------------------------------------------|-------------|--------------------------------------------|--------------------------------------------|---------|-------------------------|------------------------------|
| ITEM NO. | DESCRIPTION OF WORK              | SCHEDULED VALUE | WORK COMPLETED FROM PREVIOUS APPLICATION (D + E) | THIS PERIOD | MATERIALS PRESENTLY STORED (NOT IN D OR E) | TOTAL COMPLETED AND STORED TO DATE (D+E+F) | % (G+C) | BALANCE TO FINISH (C-G) | RETAINAGE (IF VARIABLE RATE) |
| 600      | CARPENTRY DIV. #6                |                 |                                                  |             |                                            |                                            |         |                         |                              |
| 601      | Door Frames                      | 8,480.00        |                                                  |             |                                            |                                            |         | 8,480.00                |                              |
| 603      | Milwork                          | 142,421.00      | 84,000.00                                        |             | 22,575.00                                  | 106,575.00                                 | 74.83   | 35,846.00               | 5,328.75                     |
| 606      | Lumber / Nails                   | 5,300.00        |                                                  |             |                                            |                                            |         | 5,300.00                |                              |
| 700      | MOISTURE PROTECTION              |                 |                                                  |             |                                            |                                            |         |                         |                              |
| 701      | Built-Up Roof                    | 193,556.00      | 100,639.00                                       | 23,658.00   |                                            | 124,297.00                                 | 64.22   | 69,259.00               | 6,214.85                     |
| 708      | Caulk and Sealant                | 3,000.00        |                                                  |             |                                            |                                            |         | 3,000.00                |                              |
| 800      | GLASS / DOORS / WINDOWS          |                 |                                                  |             |                                            |                                            |         |                         |                              |
| 801      | Metal Doors and Frames           | 68,423.00       | 50,275.00                                        | 263.00      |                                            | 50,538.00                                  | 73.86   | 17,885.00               | 2,526.90                     |
| 802      | Wood Doors and Frames            | 43,990.00       |                                                  |             |                                            |                                            |         | 43,990.00               |                              |
| 811      | Aluminum / Glass Doors           | 112,556.00      |                                                  |             | 8,571.00                                   | 8571.00                                    | 7.61    | 103,985.00              | 428.55                       |
| 900      | FINISHES DIV. #9                 |                 |                                                  |             |                                            |                                            |         |                         |                              |
| 901      | Lath and Plaster                 | 3,180.00        |                                                  |             |                                            |                                            |         | 3,180.00                |                              |
| 902      | Gypsum Drywall                   | 288,320.00      | 70,560.00                                        | 52,920.00   |                                            | 123,480.00                                 | 42.83   | 164,840.00              | 6,174.00                     |
| 908      | Paint                            | 141,510.00      |                                                  |             |                                            |                                            |         | 141,510.00              |                              |
| 910      | Floor Stone Allowance            | 6,000.00        |                                                  |             |                                            |                                            |         | 6,000.00                |                              |
| 911      | V. C. T. Floors                  | 71,550.00       |                                                  |             |                                            |                                            |         | 71,550.00               |                              |
| 917      | Ceramic Tiles                    | 32,080.00       |                                                  |             |                                            |                                            |         | 32,080.00               |                              |
| 1000     | SPECIALTIES DIV. #10             |                 |                                                  |             |                                            |                                            |         |                         |                              |
| 1001     | Fire Extinguishers               | 1,060.00        |                                                  |             |                                            |                                            |         | 1,060.00                |                              |
| 1004     | Bath Accessories                 | 8,167.00        |                                                  |             |                                            |                                            |         | 8,167.00                |                              |
| 1005     | Toilet Partitions                | 5,326.00        |                                                  |             |                                            |                                            |         | 5,326.00                |                              |
| 1015     | Letters                          | 17,865.00       |                                                  |             |                                            |                                            |         | 17,865.00               |                              |
| 1500     | MECHANICAL DIV. #15              |                 |                                                  |             |                                            |                                            |         |                         |                              |
| 1501     | Plumbing                         | 153,700.00      | 70,323.00                                        | 40,977.00   |                                            | 111,300.00                                 | 72.41   | 42,400.00               | 5,565.00                     |
| 1502     | Plumbing Allowance               | 5,000.00        |                                                  |             |                                            |                                            |         | 5,000.00                |                              |
| 1506     | H. V. A. C.                      | 434,600.00      | 125,790.00                                       | 191,783.00  |                                            | 317,573.00                                 | 73.07   | 117,027.00              | 15,878.65                    |
| 1507     | H. V. A. C. Allowance            | 15,000.00       |                                                  |             |                                            |                                            |         | 15,000.00               |                              |
| 1508     | Fire Sprinkler                   | 41,149.00       |                                                  |             |                                            |                                            |         | 41,149.00               |                              |
| 1509     | Allowance to Repair              | 20,000.00       |                                                  |             |                                            |                                            |         | 20,000.00               |                              |
| 1600     | ELECTRICAL DIV. #16              |                 |                                                  |             |                                            |                                            |         |                         |                              |
| 1601     | Electrical Services              | 788,600.00      | 165,375.00                                       | 168,000.00  |                                            | 333,375.00                                 | 42.27   | 455,225.00              | 16,668.75                    |
| 1603     | Allowance                        | 7,000.00        |                                                  |             |                                            |                                            |         | 7,000.00                |                              |
| 1604     | Site Allowance                   | 8,000.00        |                                                  |             |                                            |                                            |         | 8,000.00                |                              |
| 1700     | CHANGE ORDERS                    |                 |                                                  |             |                                            |                                            |         |                         |                              |
| 1701     | Change Order #1 - Cost Reduction | (446,408.00)    |                                                  |             |                                            |                                            |         | (446,408.00)            |                              |
|          |                                  |                 |                                                  |             |                                            |                                            |         |                         |                              |
|          | SUBTOTAL THIS PAGE               | 2,179,425.00    | 666,962.00                                       | 477,601.00  | 31,146.00                                  | 1,475,709.00                               | 53.95   | 1,003,716.00            | 58,785.45                    |

PROJECT NO: 2207

[illegible]

**AI-978**

**18.A.7.**

**CHANGE ORDER NO 3-NEW ADULT PROBATION FACILITY  
CC REGULAR**

**Date:** 11/07/2006

**Submitted By:** Darlene Betancourt, PURCHASING DEPT.

**Submitted For:** Marty Salazar

**Department:** PURCHASING DEPT.

**Agenda Area:** Purchasing Department

**Purchasing only:** Hidalgo County

---

**Agenda Item**

**CAPTION**

A. Requesting approval of Change Order No 3 (Utility Improvements-Water & Sewer) in connection with the "Construction of the New Adult Probation Facility" in the amount of \$\_\_\_\_\_ from contracted vendor, Descon Construction, L.P., and as recommended by project engineer, Hinojosa Engineering Inc. and project architect, Rike Ogden Figueroa Alex Architects, with authority for County Judge to execute document.  
C-05-026-10-26

B. Requesting authority to advertise and approval of specifications as attached hereto for "Civil work (Utility Improvements) for the New Adult Probation Facility

**BACKGROUND**

Change order will be provided under separate cover

---

**Revenue & Expenditures**

**FISCAL YEAR:** 2006

**ACCT. #:** 6-1301-423-20-320-017-0-720

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Change order approval providing order is the less than the available amount of 400100.76

---

**Attachments**

*No file(s) attached.*

---

**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Purchasing Department | Marty Salazar  | 11/01/2006 04:21 PM | APRV   |
| 2         | Budget & Management   | Dina Trevino   | 11/01/2006 05:01 PM | APRV   |
| 3         | Dale Kennan           | Dale Kennan    | 11/02/2006 09:18 AM | APRV   |
| 4         | Auditor's Office      | Linda Fong     | 11/03/2006 09:31 AM | APRV   |
| 5         | Agenda Coordinator    | Monica Badillo | 11/03/2006 10:32 AM | APRV   |

**Form Started By:** Darlene Betancourt

**Started On:** 10/31/2006 04:02 PM

**Final Approval Date:** 11/03/2006

---

**AI-1023****18.A.9.****STANDING ITEM FOR: JUVENILE JUSTICE CENTER  
CC REGULAR**

**Date:** 11/07/2006  
**Submitted By:** Moises Salazar, PURCHASING DEPT.  
**Submitted For:** Marty Salazar  
**Department:** PURCHASING DEPT.  
**Agenda Area:** Purchasing Department

---

**Agenda Item****CAPTION**

A) Approval of Request for Payment No. 16 in the amount of \$194,126.00 from Descon Construction L.P., contracted vendor for the construction of the "Juvenile Justice Center" and as certified for payment by project architect, V-A Architecture C#05-007-08-02:

B) Approval of Request for Payment Invoice No. 37 in the amount of \$2,065.40, from V-A Architecture, contracted architect for the construction of the "Juvenile Justice Center" C# 00-117-04-10;

C) Presentation for discussion, consideration and action including but not limited to, the following items in connection with the procurement of the herein attached Furniture, Fixtures and Equipment (FF&E) as specified by project architect, V-A Architecture, for the Juvenile Justice Center (subject to funding):

i). Authority to purchase items from the Texas Department of Criminal Justice (TDCJ) / Institutional Division (Texas Correctional Industries -TCI).

ii). Authority to purchase items from awarded contracted vendors thru our participation with different Cooperatives (i.e. TCPN, Buy Board, Texas Building and Procurement Tx-Mas program, US Communities)

iii). Authority to advertise and approval of specifications (as attached hereto) as drafted by contracted project architect, V-A Architecture.

**BACKGROUND**

See attached:

1- Invoices

2-FF&E Specifications (2006-058-00-00-MSS)

---

**Revenue & Expenditures****FISCAL YEAR:** 2006**ACCT. #:** 6-1334-423-32-330-042-0-720**FUNDS AVAILABLE Y/N?:** Y**MATCHING FUNDS Y/N?:****BUDGETARY IMPACT:**

P. O. 555421 Available Balance: -> 1203815.00

**FISCAL YEAR:** 2006**ACCT. #:** 6-1332-423-32-330-034-0-720**FUNDS AVAILABLE Y/N?:** Pending**MATCHING FUNDS Y/N?:****BUDGETARY IMPACT:**

For Item # 2, a PO increase is needed on PO # 540311 (has 674.28 available) and will need at least 1391.12 to cover the pending invoice of 2065.40. Account has an available balance of 13783.53.

---

**Attachments**

Link: [DESCON PYMT NO 16 JUV JUST CNTR](#)

Link: [VA ARCH PYMT 37 JUV JUST CNTR](#)

Link: [FFandE FOR THE JUV JUST CNTR](#)

Link: [VA RECOMMENDATION FFandE](#)

Confidential documents are indicated with a **(c)**.

---

**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Purchasing Department | Marty Salazar  | 11/02/2006 12:56 PM | APRV   |
| 2         | Budget & Management   | Dina Trevino   | 11/02/2006 01:47 PM | APRV   |
| 3         | Dale Kennan           | Dale Kennan    | 11/02/2006 02:23 PM | APRV   |
| 4         | Auditor's Office      | Linda Fong     | 11/03/2006 09:50 AM | APRV   |
| 5         | Arcy Duran            | Arcilia Duran  | 11/03/2006 05:10 PM | APRV   |
| 6         | Elizabeth Cano        | Elizabeth Cano | 11/03/2006 04:32 PM | NEW    |
| 7         | Becky Morales         |                |                     |        |
| 8         | Agenda Coordinator    |                |                     |        |

**Form Started By:** Moises Salazar**Started On:** 11/01/2006 03:53 PM**Final Approval Date:**



# APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702 (Instructions on reverse side) PAGE ONE OF 9 PAGES

TO OWNER County of Hidalgo  
P. O. Box 1356  
Edinburg, Texas 78539

PROJECT: #C-05-007-08-02 Hidalgo County  
Juvenile Justice Center  
Edinburg, Texas

APPLICATION NO. Sixteen (16) Distribution to:  
PERIOD TO: 10/31/06  
PROJECT NOS. ☒ OWNER  
☒ ARCHITECT  
#C-05-007-08-02  
CONTRACT DATE: ☒ CONTRACTOR  
June 14, 2005  
Purchase Order No. 555421

FROM CONTRACTOR: Descon Construction, L.P. VIA ARCHITECT: V-A Architecture  
P. O. Box 3547  
McAllen, Texas 78502  
CONTRACT FOR County of Hidalgo Juvenile Justice Center

2029 Industrial Drive  
McAllen, Texas 78504

June 14, 2005  
Purchase Order No. 555421

## CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$ 16,783,000
2. Net change by Change Orders \$ (510,793)
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 16,272,207
4. TOTAL COMPLETED & STORED TO DATE \$ 15,272,735  
(Column G on G703)
5. RETAINAGE:
  - a. 5 % of Completed Work \$ 745,440  
(Columns D + E on G703)
  - b. 5 % of Stored Material \$ 18,196  
(Column F on G703)

Total Retainage (Line 5a + 5b or  
Total in Column I of G703) \$ 763,637
6. TOTAL EARNED LESS RETAINAGE \$ 14,509,098  
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 14,314,972  
(Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE \$ 194,126
9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 1,763,109  
(Line 5 less Line 6)

| CHANGE ORDER SUMMARY                               | ADDITIONS | DEDUCTIONS |
|----------------------------------------------------|-----------|------------|
| Total changes approved in previous months by Owner | 0         | 510,793    |
| Total approved this Month                          | 0         | 0          |
| TOTALS                                             | 0         | 510,793    |
| NET CHANGES by Change Order                        | 0         | 510,793    |

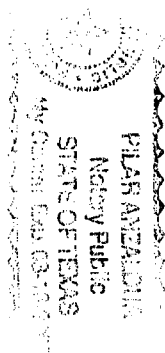
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates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

CONTRACTOR: Descon Construction, L.P.

By: [Signature] Date: October 27, 2006

State of: Texas  
County of: Hidalgo  
Subscribed and sworn to before me this 27th day of October, 2006

Notary Public: [Signature]  
My Commission expires: March 16, 2008



## ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 1,763,109

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

ARCHITECT:

By: [Signature] Date:                     

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



AIA DOCUMENT G702 • APPLICATION AND CERTIFICATE FOR PAYMENT • 1992 EDITION • AIA® • ©1992 • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-7922 • WARNING: Unauthorized photocopying violates U.S. copyright laws and will subject the violator to legal prosecution.

G702-1992

CAUTION: You should use an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.



# AIA Document G703™ - 1992

Page 2 of 9

P. 3

## Continuation Sheet

AIA Document G703™, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.  
In tabulations below, amounts are stated to the nearest dollar.  
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: Sixteen (16)  
APPLICATION DATE: 10/27/2006  
PERIOD TO: 10/1/2006  
ARCHITECT'S PROJECT NO: 00-1001

| A<br>ITEM<br>NO. | B<br>DESCRIPTION OF WORK       | C<br>SCHEDULED<br>VALUE | D<br>WORK COMPLETED                     |             | F<br>MATERIALS<br>PRESENTLY<br>STORED<br>(NOT IN<br>D OR E) | G<br>TOTAL<br>COMPLETED<br>AND STORED<br>TO DATE<br>(D+E+F) | H<br>BALANCE<br>TO<br>FINISH<br>(C - G) | I<br>RETAINAGE<br>(IF VARIABLE<br>RATE) |
|------------------|--------------------------------|-------------------------|-----------------------------------------|-------------|-------------------------------------------------------------|-------------------------------------------------------------|-----------------------------------------|-----------------------------------------|
|                  |                                |                         | FROM PREVIOUS<br>APPLICATION<br>(D + E) | THIS PERIOD |                                                             |                                                             |                                         |                                         |
| 1                | Insurance & Bonds              | \$455,577               | \$455,577                               | \$0         | \$0                                                         | \$455,577                                                   | \$0                                     | \$22,779                                |
| 2                | Project Start Up               | \$32,857                | \$32,857                                | \$0         | \$0                                                         | \$32,857                                                    | \$0                                     | \$1,643                                 |
| 3                | Site Prep                      | \$14,684                | \$14,684                                | \$0         | \$0                                                         | \$14,684                                                    | \$0                                     | \$734                                   |
| 4                | Building Fill, Cut & Subgrade  | \$276,762               | \$276,762                               | \$0         | \$0                                                         | \$276,762                                                   | \$0                                     | \$13,838                                |
| 5                | Asphalt Paving - Subgrade      | \$26,638                | \$26,638                                | \$0         | \$0                                                         | \$26,638                                                    | \$0                                     | \$1,332                                 |
| 6                | 8" Caliche Base                | \$86,253                | \$47,023                                | \$39,230    | \$0                                                         | \$86,253                                                    | \$0                                     | \$4,313                                 |
| 7                | 4" Caliche Base                | \$13,510                | \$13,510                                | \$0         | \$0                                                         | \$13,510                                                    | \$0                                     | \$676                                   |
| 8                | 1 1/2" Hotmix                  | \$95,131                | \$0                                     | \$20,321    | \$0                                                         | \$20,321                                                    | \$74,810                                | \$1,016                                 |
| 9                | Lime Stabilization             | \$60,884                | \$60,884                                | \$0         | \$0                                                         | \$60,884                                                    | \$0                                     | \$3,044                                 |
| 10               | Curb & Gutter                  | \$38,053                | \$38,053                                | \$0         | \$0                                                         | \$38,053                                                    | \$0                                     | \$1,903                                 |
| 11               | Valley Gutter                  | \$4,095                 | \$4,095                                 | \$0         | \$0                                                         | \$4,095                                                     | \$0                                     | \$205                                   |
| 12               | Construction Entrance          | \$4,420                 | \$4,420                                 | \$0         | \$0                                                         | \$4,420                                                     | \$0                                     | \$221                                   |
| 13               | Detention Pond                 | \$21,530                | \$21,530                                | \$0         | \$0                                                         | \$21,530                                                    | \$0                                     | \$1,077                                 |
| 14               | Final Grading                  | \$4,250                 | \$0                                     | \$0         | \$0                                                         | \$0                                                         | \$4,250                                 | \$0                                     |
| 15               | Site Utilities (Water & Sewer) | \$443,000               | \$441,115                               | \$0         | \$0                                                         | \$441,115                                                   | \$1,885                                 | \$22,056                                |
| 16               | Termite Control                | \$19,023                | \$19,023                                | \$0         | \$0                                                         | \$19,023                                                    | \$0                                     | \$951                                   |
| 17               | Chain Link Fencing             | \$345,000               | \$14,663                                | \$33,800    | \$0                                                         | \$48,463                                                    | \$296,537                               | \$2,423                                 |
| 18               | Landscaping                    | \$25,550                | \$0                                     | \$0         | \$0                                                         | \$0                                                         | \$25,550                                | \$0                                     |
| 19               | Reinforcing Steel              | \$238,712               | \$238,712                               | \$0         | \$0                                                         | \$238,712                                                   | \$0                                     | \$11,936                                |
| 20               | Foundation                     | \$750,887               | \$750,887                               | \$0         | \$0                                                         | \$750,887                                                   | \$0                                     | \$37,544                                |

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA Document G703™ - 1992. Copyright © 1963, 1965, 1966, 1967, 1970, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects legal counsel, copyright@aia.org.

9566867916

Nov 01 2006 12:49PM VA Architecture



# AIA Document G703™ - 1992

## Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT,

containing Contractor's signed certification is attached.

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

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

APPLICATION NO: **Sixteen (16)**  
 APPLICATION DATE: **10/27/2006**  
 PERIOD TO: **10/1/2006**  
**10/31/2006**  
 ARCHITECT'S PROJECT NO: **000-1001**

| A<br>ITEM<br>NO. | B<br>DESCRIPTION OF WORK       | C<br>SCHEDULED<br>VALUE | D<br>WORK COMPLETED                     |             | F<br>MATERIALS<br>PRESENTLY<br>STORED<br>(NOT IN<br>D OR E) | G<br>TOTAL<br>COMPLETED<br>AND STORED<br>TO DATE<br>(D+E+F) | H<br>BALANCE<br>TO<br>FINISH<br>(C - G) | I<br>RETAINAGE<br>(IF VARIABLE<br>RATE) |
|------------------|--------------------------------|-------------------------|-----------------------------------------|-------------|-------------------------------------------------------------|-------------------------------------------------------------|-----------------------------------------|-----------------------------------------|
|                  |                                |                         | FROM PREVIOUS<br>APPLICATION<br>(D + E) | THIS PERIOD |                                                             |                                                             |                                         |                                         |
| 21               | Sidewalks & Misc. Concrete     | \$160,866               | \$160,866                               | \$0         | \$0                                                         | \$160,866                                                   | 100%                                    | \$8,043                                 |
| 22               | Masonry - Steging              | \$154,245               | \$154,245                               | \$0         | \$0                                                         | \$154,245                                                   | 100%                                    | \$7,712                                 |
| 23               | CMU - Materials                | \$699,670               | \$698,525                               | \$0         | \$1,145                                                     | \$699,670                                                   | 100%                                    | \$34,984                                |
| 24               | CMU - Labor                    | \$1,211,637             | \$1,210,507                             | \$0         | \$0                                                         | \$1,210,507                                                 | 100%                                    | \$60,525                                |
| 25               | Brick - Material               | \$432,728               | \$432,728                               | \$0         | \$0                                                         | \$432,728                                                   | 100%                                    | \$21,636                                |
| 26               | Brick - Labor                  | \$386,570               | \$386,570                               | \$0         | \$0                                                         | \$386,570                                                   | 100%                                    | \$19,329                                |
| 27               | Structural Shop Drawings       | \$7,384                 | \$7,384                                 | \$0         | \$0                                                         | \$7,384                                                     | 100%                                    | \$369                                   |
| 28               | Structural/Misc. Steel - Matl. | \$516,595               | \$516,595                               | \$0         | \$0                                                         | \$516,595                                                   | 100%                                    | \$25,830                                |
| 29               | Structural - Labor             | \$109,590               | \$109,590                               | \$0         | \$0                                                         | \$109,590                                                   | 100%                                    | \$5,480                                 |
| 30               | Joinst - Material              | \$309,772               | \$309,772                               | \$0         | \$0                                                         | \$309,772                                                   | 100%                                    | \$15,489                                |
| 31               | Joinst - Labor                 | \$40,100                | \$40,100                                | \$0         | \$0                                                         | \$40,100                                                    | 100%                                    | \$2,005                                 |
| 32               | Metal Deck - Material          | \$131,838               | \$131,838                               | \$0         | \$0                                                         | \$131,838                                                   | 100%                                    | \$6,592                                 |
| 33               | Metal Deck - Labor             | \$41,678                | \$41,678                                | \$0         | \$0                                                         | \$41,678                                                    | 100%                                    | \$2,084                                 |
| 34               | Roof Panels & Soffit - Matl.   | \$186,980               | \$186,980                               | \$0         | \$0                                                         | \$186,980                                                   | 100%                                    | \$9,349                                 |
| 35               | Roof Panels & Soffit - Labor   | \$30,782                | \$30,782                                | \$0         | \$0                                                         | \$30,782                                                    | 100%                                    | \$1,539                                 |
| 36               | Insulation - Material          | \$9,906                 | \$9,906                                 | \$0         | \$0                                                         | \$9,906                                                     | 100%                                    | \$495                                   |
| 37               | Insulation - Labor             | \$2,475                 | \$2,475                                 | \$0         | \$0                                                         | \$2,475                                                     | 100%                                    | \$124                                   |
| 38               | Expansion Joint Covers         | \$16,920                | \$16,920                                | \$394       | \$0                                                         | \$16,920                                                    | 100%                                    | \$846                                   |
| 39               | Rough Carpentry                | \$186,544               | \$167,274                               | \$7,880     | \$0                                                         | \$175,154                                                   | 94%                                     | \$8,758                                 |
| 40               | Millwork                       | \$220,620               | \$213,465                               | \$0         | \$3,800                                                     | \$217,265                                                   | 98%                                     | \$10,863                                |

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA Document G703™ - 1992 Copyright © 1963, 1965, 1966, 1967, 1970, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects legal counsel, [copyright@aia.org](mailto:copyright@aia.org).



## Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT.

containing Contractor's signed certification is attached.

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

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

**APPLICATION NO:** 10/27/2006  
**APPLICATION DATE:** 10/11/2006  
**PERIOD TO:** 10/31/2006  
**ARCHITECT'S PROJECT NO:** 00-1001

| A        | B                             | C               | D                                 |          | E           | F                                          | G                                          |           | H                         | I                            |
|----------|-------------------------------|-----------------|-----------------------------------|----------|-------------|--------------------------------------------|--------------------------------------------|-----------|---------------------------|------------------------------|
| ITEM NO. | DESCRIPTION OF WORK           | SCHEDULED VALUE | WORK COMPLETED                    |          | THIS PERIOD | MATERIALS PRESENTLY STORED (NOT IN D OR E) | TOTAL COMPLETED AND STORED TO DATE (D+E+F) | % (G ÷ C) | BALANCE TO FINISH (C - G) | RETAINAGE (IF VARIABLE RATE) |
|          |                               |                 | FROM PREVIOUS APPLICATION (D + E) |          |             |                                            |                                            |           |                           |                              |
|          | Dampproofing                  | \$55,356        | \$55,356                          |          | \$0         | \$0                                        | \$55,356                                   | 100%      | \$0                       | \$2,768                      |
|          | Liquid Water Repellent        | \$27,720        | \$0                               |          | \$0         | \$0                                        | \$0                                        | 0%        | \$27,720                  | \$0                          |
|          | Foam Insulation               | \$29,830        | \$29,830                          |          | \$0         | \$0                                        | \$29,830                                   | 100%      | \$0                       | \$1,492                      |
|          | Spray on Fire Proofing        | \$13,990        | \$13,990                          |          | \$0         | \$0                                        | \$13,990                                   | 100%      | \$0                       | \$700                        |
|          | Bitumen Roofing - Material    | \$451,025       | \$451,025                         |          | \$0         | \$0                                        | \$451,025                                  | 100%      | \$0                       | \$22,551                     |
|          | Bitumen Roofing - Labor       | \$157,991       | \$157,991                         |          | \$0         | \$0                                        | \$157,991                                  | 100%      | \$0                       | \$7,900                      |
|          | Sheet Metal - Material        | \$22,700        | \$22,700                          |          | \$0         | \$0                                        | \$22,700                                   | 100%      | \$0                       | \$1,135                      |
|          | Sheet Metal - Labor           | \$41,264        | \$41,264                          |          | \$0         | \$0                                        | \$41,264                                   | 100%      | \$0                       | \$2,063                      |
|          | Roof Warranty                 | \$14,750        | \$14,750                          |          | \$0         | \$0                                        | \$14,750                                   | 100%      | \$0                       | \$738                        |
|          | Caulking                      | \$61,440        | \$61,440                          |          | \$0         | \$0                                        | \$61,440                                   | 100%      | \$0                       | \$3,072                      |
|          | H/M Doors & Frames            | \$56,535        | \$56,535                          |          | \$0         | \$0                                        | \$56,535                                   | 100%      | \$0                       | \$2,827                      |
|          | Wood Doors                    | \$24,488        | \$0                               | \$23,999 | \$489       | \$0                                        | \$24,488                                   | 100%      | \$0                       | \$1,224                      |
|          | Rolling Doors                 | \$11,578        | \$11,578                          | \$0      | \$0         | \$0                                        | \$11,578                                   | 100%      | \$0                       | \$579                        |
|          | Finish Hardware               | \$65,896        | \$56,237                          | \$9,341  | \$318       | \$0                                        | \$65,896                                   | 100%      | \$0                       | \$3,295                      |
|          | Glass & Glazing               | \$20,224        | \$18,619                          | \$1,605  | \$0         | \$0                                        | \$20,224                                   | 100%      | \$0                       | \$1,011                      |
|          | Lath & Plaster                | \$100,550       | \$100,550                         | \$0      | \$0         | \$0                                        | \$100,550                                  | 100%      | \$0                       | \$5,028                      |
|          | Drywall - Matl.               | \$164,720       | \$144,267                         | \$0      | \$4,788     | \$0                                        | \$149,055                                  | 90%       | \$15,665                  | \$7,453                      |
|          | Drywall - Labor               | \$134,770       | \$118,323                         | \$0      | \$0         | \$0                                        | \$118,323                                  | 88%       | \$16,447                  | \$5,916                      |
|          | Ceramic Tile                  | \$159,250       | \$159,250                         | \$0      | \$0         | \$0                                        | \$159,250                                  | 100%      | \$0                       | \$7,963                      |
|          | Acoustical Ceiling - Material | \$93,696        | \$54,533                          | \$0      | \$0         | \$0                                        | \$54,533                                   | 58%       | \$39,163                  | \$2,727                      |

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA Document G703™ - 1992. Copyright © 1963, 1965, 1966, 1967, 1970, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel. Copyright@aia.org



# AIA Document G703™ - 1992

## Continuation Sheet

ALA Document G702. APPLICATION AND CERTIFICATION FOR PAYMENT.

containing Contractor's signed certification is attached.

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

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

| ALA Document G702. APPLICATION AND CERTIFICATION FOR PAYMENT.                |                                  |                 |                                   |  |             |                                            |                                            |           |                           |                              |
|------------------------------------------------------------------------------|----------------------------------|-----------------|-----------------------------------|--|-------------|--------------------------------------------|--------------------------------------------|-----------|---------------------------|------------------------------|
| containing Contractor's signed certification is attached.                    |                                  |                 |                                   |  |             |                                            |                                            |           |                           |                              |
| In tabulations below, amounts are stated to the nearest dollar.              |                                  |                 |                                   |  |             |                                            |                                            |           |                           |                              |
| Use Column I on Contracts where variable retainage for line items may apply. |                                  |                 |                                   |  |             |                                            |                                            |           |                           |                              |
| APPLICATION NO: Sixteen (16)                                                 |                                  |                 |                                   |  |             |                                            |                                            |           |                           |                              |
| APPLICATION DATE: 10/27/2006                                                 |                                  |                 |                                   |  |             |                                            |                                            |           |                           |                              |
| PERIOD TO: 10/1/2006                                                         |                                  |                 |                                   |  |             |                                            |                                            |           |                           |                              |
| ARCHITECT'S PROJECT NO: 00-1001                                              |                                  |                 |                                   |  |             |                                            |                                            |           |                           |                              |
| A                                                                            | B                                | C               | D                                 |  | E           | F                                          | G                                          |           | H                         | I                            |
| ITEM NO.                                                                     | DESCRIPTION OF WORK              | SCHEDULED VALUE | WORK COMPLETED                    |  | THIS PERIOD | MATERIALS PRESENTLY STORED (NOT IN D OR E) | TOTAL COMPLETED AND STORED TO DATE (D+E+F) | % (G ÷ C) | BALANCE TO FINISH (C - G) | RETAINAGE (IF VARIABLE RATE) |
|                                                                              |                                  |                 | FROM PREVIOUS APPLICATION (D + E) |  |             |                                            |                                            |           |                           |                              |
| 61                                                                           | Acoustical Ceiling - Labor       | \$62,464        | \$36,229                          |  | \$0         | \$0                                        | \$36,229                                   | 58%       | \$26,235                  | \$1,811                      |
| 62                                                                           | Acoustical Panels                | \$23,310        | \$0                               |  | \$7,000     | \$0                                        | \$7,000                                    | 30%       | \$16,310                  | \$350                        |
| 63                                                                           | Resilient Tile/Carpet            | \$139,290       | \$12,393                          |  | \$113,097   | \$0                                        | \$125,490                                  | 90%       | \$13,800                  | \$6,275                      |
| 64                                                                           | Seal Concrete Floors             | \$21,320        | \$0                               |  | \$0         | \$0                                        | \$0                                        | 0%        | \$21,320                  | \$0                          |
| 65                                                                           | Painting                         | \$334,220       | \$176,394                         |  | \$21,126    | \$0                                        | \$197,520                                  | 59%       | \$136,700                 | \$9,876                      |
| 66                                                                           | Marketboards/Trackboards         | \$4,161         | \$0                               |  | \$4,161     | \$0                                        | \$4,161                                    | 100%      | \$0                       | \$208                        |
| 67                                                                           | Fire Extinguishers               | \$4,150         | \$4,150                           |  | \$0         | \$0                                        | \$4,150                                    | 100%      | \$0                       | \$208                        |
| 68                                                                           | Signage                          | \$27,206        | \$25,910                          |  | \$1,296     | \$0                                        | \$27,206                                   | 100%      | \$0                       | \$1,360                      |
| 69                                                                           | Flag Pole                        | \$1,890         | \$225                             |  | \$1,665     | \$0                                        | \$1,890                                    | 100%      | \$0                       | \$95                         |
| 70                                                                           | Accordion Partition              | \$15,650        | \$15,650                          |  | \$0         | \$0                                        | \$15,650                                   | 100%      | \$0                       | \$783                        |
| 71                                                                           | Toilet Accessories               | \$44,734        | \$0                               |  | \$0         | \$0                                        | \$0                                        | 0%        | \$44,734                  | \$0                          |
| 72                                                                           | Toilet Partitions                | \$4,150         | \$4,150                           |  | \$0         | \$0                                        | \$4,150                                    | 100%      | \$0                       | \$208                        |
| 73                                                                           | Athletic Equipment               | \$17,156        | \$17,156                          |  | \$0         | \$0                                        | \$17,156                                   | 100%      | \$0                       | \$858                        |
| 74                                                                           | Food Service Equipment           | \$14,600        | \$0                               |  | \$0         | \$0                                        | \$0                                        | 0%        | \$14,600                  | \$0                          |
| 75                                                                           | Operable Book Sheving            | \$45,000        | \$45,000                          |  | \$0         | \$0                                        | \$45,000                                   | 100%      | \$0                       | \$2,250                      |
| 76                                                                           | Detention Equipment - Insurance  | \$15,750        | \$15,750                          |  | \$0         | \$0                                        | \$15,750                                   | 100%      | \$0                       | \$788                        |
| 77                                                                           | Detention Equipment - Submittals | \$31,500        | \$31,500                          |  | \$0         | \$0                                        | \$31,500                                   | 100%      | \$0                       | \$1,575                      |
| 78                                                                           | Secur. Electronic Submittals     | \$21,000        | \$21,000                          |  | \$0         | \$0                                        | \$21,000                                   | 100%      | \$0                       | \$1,050                      |
| 79                                                                           | Mobilization                     | \$52,500        | \$52,500                          |  | \$0         | \$0                                        | \$52,500                                   | 100%      | \$0                       | \$2,625                      |
| 80                                                                           | Security H/M Doors - Mail        | \$423,200       | \$423,200                         |  | \$0         | \$0                                        | \$423,200                                  | 100%      | \$0                       | \$21,160                     |

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA Document G703™ - 1992. Copyright © 1992, 1995, 1996, 1997, 1970, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, [copyright@aia.org](mailto:copyright@aia.org).



# AIA Document G703™ - 1992

## Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT.

containing Contractor's signed certification is attached.

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

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

APPLICATION NO: **Sixteen (16)**  
 APPLICATION DATE: **10/27/2006**  
 PERIOD TO: **10/31/2006**  
 ARCHITECT'S PROJECT NO: **00-1001**

| A<br>ITEM<br>NO. | B<br>DESCRIPTION OF WORK       | C<br>SCHEDULED<br>VALUE | D<br>WORK COMPLETED                     |             | F<br>MATERIALS<br>PRESENTLY<br>STORED<br>(NOT IN<br>D OR E) | G<br>TOTAL<br>COMPLETED<br>AND STORED<br>TO DATE<br>(D+E+F) | H<br>BALANCE<br>TO<br>FINISH<br>(C-G) | I<br>RETAINAGE<br>(IF VARIABLE<br>RATE) |
|------------------|--------------------------------|-------------------------|-----------------------------------------|-------------|-------------------------------------------------------------|-------------------------------------------------------------|---------------------------------------|-----------------------------------------|
|                  |                                |                         | FROM PREVIOUS<br>APPLICATION<br>(D + E) | THIS PERIOD |                                                             |                                                             |                                       |                                         |
| 81               | Security H/M Doors - Labor     | \$26,450                | \$26,450                                | \$0         | \$0                                                         | \$26,450                                                    | 100%                                  | \$0                                     |
| 82               | Security H/M Frames - Matl.    | \$470,810               | \$470,810                               | \$0         | \$0                                                         | \$470,810                                                   | 100%                                  | \$0                                     |
| 83               | Security Hardware - Matl.      | \$370,300               | \$333,270                               | \$37,030    | \$0                                                         | \$370,300                                                   | 100%                                  | \$0                                     |
| 84               | Security Hardware - Labor      | \$21,160                | \$18,986                                | \$2,174     | \$0                                                         | \$21,160                                                    | 100%                                  | \$0                                     |
| 85               | Security Glazing - Matl.       | \$211,600               | \$169,280                               | \$42,320    | \$0                                                         | \$211,600                                                   | 100%                                  | \$0                                     |
| 86               | Security Glazing - Labor       | \$21,160                | \$16,853                                | \$4,307     | \$0                                                         | \$21,160                                                    | 100%                                  | \$0                                     |
| 87               | Sec. Fum. Embeds - Matl.       | \$17,054                | \$17,054                                | \$0         | \$0                                                         | \$17,054                                                    | 100%                                  | \$0                                     |
| 88               | Security Furnishings - Matl.   | \$31,740                | \$28,883                                | \$2,857     | \$0                                                         | \$31,740                                                    | 100%                                  | \$0                                     |
| 89               | Security Furnishings - Labor   | \$5,290                 | \$4,790                                 | \$500       | \$0                                                         | \$5,290                                                     | 100%                                  | \$0                                     |
| 90               | Security Electronics - Matl.   | \$603,060               | \$377,897                               | \$134,704   | \$90,459                                                    | \$603,060                                                   | 100%                                  | \$0                                     |
| 91               | Security Electronics - Labor   | \$42,320                | \$26,320                                | \$8,110     | \$0                                                         | \$34,430                                                    | 81%                                   | \$7,890                                 |
| 92               | Misc. Security - Materials     | \$33,856                | \$33,856                                | \$0         | \$0                                                         | \$33,856                                                    | 100%                                  | \$0                                     |
| 93               | Plumbing - Permit/Mobilization | \$9,540                 | \$9,540                                 | \$0         | \$0                                                         | \$9,540                                                     | 100%                                  | \$0                                     |
| 94               | Fixtures - Material            | \$352,885               | \$335,865                               | \$4,880     | \$12,140                                                    | \$352,885                                                   | 100%                                  | \$0                                     |
| 95               | Fixture - Labor                | \$86,945                | \$53,036                                | \$16,954    | \$0                                                         | \$69,990                                                    | 80%                                   | \$16,955                                |
| 96               | Sewer Underground - Matl.      | \$49,100                | \$49,100                                | \$0         | \$0                                                         | \$49,100                                                    | 100%                                  | \$0                                     |
| 97               | Sewer Underground - Labor      | \$81,537                | \$81,537                                | \$0         | \$0                                                         | \$81,537                                                    | 100%                                  | \$0                                     |
| 98               | Sewer Aboveground - Matl.      | \$24,072                | \$24,072                                | \$0         | \$0                                                         | \$24,072                                                    | 100%                                  | \$0                                     |
| 99               | Sewer Aboveground - Labor      | \$40,695                | \$40,695                                | \$0         | \$0                                                         | \$40,695                                                    | 100%                                  | \$0                                     |
| 100              | Roof Drain - Material          | \$16,550                | \$16,550                                | \$0         | \$0                                                         | \$16,550                                                    | 100%                                  | \$0                                     |

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA Document G703™ - 1992. Copyright © 1963, 1965, 1966, 1967, 1970, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, [copyright@aia.org](mailto:copyright@aia.org).



# AIA Document G703™ - 1992

Page 7 of 9

P. 8

## Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT.

containing Contractor's signed certification is attached.

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

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

APPLICATION NO: **Sixteen (16)**  
 APPLICATION DATE: **10/27/2006**  
 PERIOD TO: **10/1/2006**  
 ARCHITECT'S PROJECT NO: **00-1001**

| A<br>ITEM<br>NO. | B<br>DESCRIPTION OF WORK    | C<br>SCHEDULED<br>VALUE | D<br>WORK COMPLETED                     |             | F<br>MATERIALS<br>PRESENTLY<br>STORED<br>(NOT IN<br>D OR E) | G<br>TOTAL<br>COMPLETED<br>AND STORED<br>TO DATE<br>(D+E+F) | H<br>BALANCE<br>TO<br>FINISH<br>(C - G) | I<br>RETAINAGE<br>(IF VARIABLE<br>RATE) |
|------------------|-----------------------------|-------------------------|-----------------------------------------|-------------|-------------------------------------------------------------|-------------------------------------------------------------|-----------------------------------------|-----------------------------------------|
|                  |                             |                         | FROM PREVIOUS<br>APPLICATION<br>(D + E) | THIS PERIOD |                                                             |                                                             |                                         |                                         |
| 101              | Roof Drain - Labor          | \$8,837                 | \$8,837                                 | \$0         | \$0                                                         | \$8,837                                                     | \$0                                     | \$442                                   |
| 102              | Inside Water - Material     | \$58,311                | \$58,311                                | \$0         | \$0                                                         | \$58,311                                                    | \$0                                     | \$2,916                                 |
| 103              | Inside Water - Labor        | \$89,916                | \$89,916                                | \$0         | \$0                                                         | \$89,916                                                    | \$0                                     | \$4,496                                 |
| 104              | Condensate - Material       | \$5,252                 | \$5,252                                 | \$0         | \$0                                                         | \$5,252                                                     | \$0                                     | \$263                                   |
| 105              | Condensate - Labor          | \$11,060                | \$11,060                                | \$0         | \$0                                                         | \$11,060                                                    | \$0                                     | \$553                                   |
| 106              | Insulation                  | \$23,265                | \$16,462                                | \$4,535     | \$0                                                         | \$20,997                                                    | \$2,268                                 | \$1,050                                 |
| 107              | Fire Sprinkler Engineering  | \$12,131                | \$12,131                                | \$0         | \$0                                                         | \$12,131                                                    | \$0                                     | \$607                                   |
| 108              | Fire Sprinkler Shop Labor   | \$9,521                 | \$9,521                                 | \$0         | \$0                                                         | \$9,521                                                     | \$0                                     | \$476                                   |
| 109              | Fire Sprinkler Chem. System | \$31,403                | \$31,403                                | \$0         | \$0                                                         | \$31,403                                                    | \$0                                     | \$1,570                                 |
| 110              | Fire Sprinkler Underground  | \$24,452                | \$24,452                                | \$0         | \$0                                                         | \$24,452                                                    | \$0                                     | \$1,223                                 |
| 111              | Fire Sprinkler Inside Matl. | \$139,696               | \$139,181                               | \$259       | \$256                                                       | \$139,696                                                   | \$0                                     | \$6,985                                 |
| 112              | Fire Sprinkler Inside Labor | \$44,487                | \$43,763                                | \$365       | \$0                                                         | \$44,128                                                    | \$359                                   | \$2,206                                 |
| 113              | HVAC Mobilization           | \$10,800                | \$10,800                                | \$0         | \$0                                                         | \$10,800                                                    | \$0                                     | \$540                                   |
| 114              | HVAC Submittals             | \$5,400                 | \$5,400                                 | \$0         | \$0                                                         | \$5,400                                                     | \$0                                     | \$270                                   |
| 115              | HVAC Equipment - Materials  | \$231,036               | \$231,036                               | \$0         | \$0                                                         | \$231,036                                                   | \$0                                     | \$11,552                                |
| 116              | HVAC Equipment - Labor      | \$22,280                | \$22,280                                | \$0         | \$0                                                         | \$22,280                                                    | \$0                                     | \$1,114                                 |
| 117              | Duct Heaters - Material     | \$5,940                 | \$5,940                                 | \$0         | \$0                                                         | \$5,940                                                     | \$0                                     | \$297                                   |
| 118              | Duct Heaters - Labor        | \$1,288                 | \$1,288                                 | \$0         | \$0                                                         | \$1,288                                                     | \$0                                     | \$64                                    |
| 119              | Controls                    | \$76,810                | \$76,810                                | \$0         | \$0                                                         | \$76,810                                                    | \$0                                     | \$3,841                                 |
| 120              | Refrigerant Piping - Matl.  | \$4,468                 | \$4,468                                 | \$0         | \$0                                                         | \$4,468                                                     | \$0                                     | \$223                                   |

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA Document G703™ - 1992. Copyright © 1993, 1995, 1996, 1997, 1970, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects legal counsel, copyright@aia.org

## Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.  
In tabulations below, amounts are stated to the nearest dollar.  
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: **State (16)**  
10/27/2006  
APPLICATION DATE: **10/1/2006**  
PERIOD TO: **10/31/2006**  
ARCHITECT'S PROJECT NO: **00-1001**

| A<br>ITEM NO. | B<br>DESCRIPTION OF WORK    | C<br>SCHEDULED VALUE | D<br>WORK COMPLETED               |             | F<br>MATERIALS PRESENTLY STORED (NOT IN D OR E) | G<br>TOTAL COMPLETED AND STORED TO DATE (D+E+F) |      | H<br>BALANCE TO FINISH (C - G) | I<br>RETAINAGE (IF VARIABLE RATE) |
|---------------|-----------------------------|----------------------|-----------------------------------|-------------|-------------------------------------------------|-------------------------------------------------|------|--------------------------------|-----------------------------------|
|               |                             |                      | FROM PREVIOUS APPLICATION (D + E) | THIS PERIOD |                                                 | % (G ÷ C)                                       |      |                                |                                   |
| 121           | Refrigerant Piping - Labor  | \$3,300              | \$3,300                           | \$0         | \$0                                             | \$3,300                                         | 100% | \$0                            | \$165                             |
| 122           | Fans - Material             | \$91,630             | \$91,630                          | \$0         | \$0                                             | \$91,630                                        | 100% | \$0                            | \$4,582                           |
| 123           | Fans - Labor                | \$12,549             | \$12,549                          | \$0         | \$0                                             | \$12,549                                        | 100% | \$0                            | \$627                             |
| 124           | Ductwork - Material         | \$258,875            | \$258,875                         | \$0         | \$0                                             | \$258,875                                       | 100% | \$0                            | \$12,944                          |
| 125           | Ductwork - Labor            | \$150,316            | \$150,316                         | \$0         | \$0                                             | \$150,316                                       | 100% | \$0                            | \$7,516                           |
| 126           | Insulation - Material       | \$46,368             | \$46,368                          | \$0         | \$0                                             | \$46,368                                        | 100% | \$0                            | \$2,318                           |
| 127           | Insulation - Labor          | \$34,548             | \$34,548                          | \$0         | \$0                                             | \$34,548                                        | 100% | \$0                            | \$1,727                           |
| 128           | Air Devices - Material      | \$108,010            | \$108,010                         | \$0         | \$0                                             | \$108,010                                       | 100% | \$0                            | \$5,401                           |
| 129           | Air Devices - Labor         | \$45,367             | \$45,367                          | \$0         | \$0                                             | \$45,367                                        | 100% | \$0                            | \$2,268                           |
| 130           | Start Up                    | \$2,100              | \$420                             | \$680       | \$0                                             | \$1,100                                         | 52%  | \$1,000                        | \$55                              |
| 131           | HVAC Test & Balance         | \$40,530             | \$0                               | \$0         | \$0                                             | \$0                                             | 0%   | \$40,530                       | \$0                               |
| 132           | Electrical Permits/Mobiz.   | \$14,907             | \$14,907                          | \$0         | \$0                                             | \$14,907                                        | 100% | \$0                            | \$745                             |
| 133           | Fixtures/Lamps - Material   | \$394,752            | \$139,292                         | \$29,846    | \$221,667                                       | \$390,805                                       | 99%  | \$3,947                        | \$19,540                          |
| 134           | Fixtures/Lamps - Labor      | \$30,767             | \$10,459                          | \$2,563     | \$0                                             | \$13,022                                        | 42%  | \$17,745                       | \$651                             |
| 135           | Panels/Gear - Material      | \$141,043            | \$136,812                         | \$4,231     | \$0                                             | \$141,043                                       | 100% | \$0                            | \$7,052                           |
| 136           | Panels/Gear - Labor         | \$31,366             | \$30,425                          | \$941       | \$0                                             | \$31,366                                        | 100% | \$0                            | \$1,568                           |
| 137           | Branch Conduit/Wire - Mail. | \$226,747            | \$200,730                         | \$5,498     | \$20,519                                        | \$226,747                                       | 100% | \$0                            | \$11,337                          |
| 138           | Branch Conduit/Wire - Labor | \$336,620            | \$296,226                         | \$11,098    | \$0                                             | \$307,324                                       | 91%  | \$29,296                       | \$15,366                          |
| 139           | Feeder Conduit/Wire - Mail. | \$109,677            | \$109,677                         | \$0         | \$0                                             | \$109,677                                       | 100% | \$0                            | \$5,484                           |
| 140           | Feeder Conduit/Wire - Labor | \$48,946             | \$48,946                          | \$0         | \$0                                             | \$48,946                                        | 100% | \$0                            | \$2,447                           |

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA Document G703™ - 1992. Copyright © 1993, 1995, 1996, 1997, 1970, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects legal counsel, copyright@aia.org.



# AIA Document G703™ – 1992

## Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT.

containing Contractor's signed certification is attached.

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

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

APPLICATION NO: **Sixteen (16)**  
 APPLICATION DATE: **10/27/2006**  
 PERIOD TO: **10/1/2006**  
**10/31/2006**  
 ARCHITECT'S PROJECT NO: **00-1001**

| A<br>ITEM<br>NO. | B<br>DESCRIPTION OF WORK  | C<br>SCHEDULED<br>VALUE | D<br>WORK COMPLETED                     |             | F<br>MATERIALS<br>PRESENTLY<br>STORED<br>(NOT IN<br>D OR E) | G            |      | H<br>BALANCE<br>TO<br>FINISH<br>(C - G) | I<br>RETAINAGE<br>(IF VARIABLE<br>RATE) |
|------------------|---------------------------|-------------------------|-----------------------------------------|-------------|-------------------------------------------------------------|--------------|------|-----------------------------------------|-----------------------------------------|
|                  |                           |                         | FROM PREVIOUS<br>APPLICATION<br>(D + E) | THIS PERIOD |                                                             | %<br>(G ÷ C) |      |                                         |                                         |
| 141              | Trim Out - Material       | \$8,348                 | \$0                                     | \$0         | \$8,348                                                     | \$8,348      | 100% | \$0                                     | \$417                                   |
| 142              | Trim Out - Labor          | \$14,259                | \$0                                     | \$0         | \$0                                                         | \$0          | 0%   | \$14,259                                | \$0                                     |
| 143              | Generator                 | \$99,958                | \$98,668                                | \$0         | \$0                                                         | \$98,668     | 99%  | \$1,290                                 | \$4,933                                 |
| 144              | Fire Alarm                | \$124,850               | \$113,614                               | \$3,745     | \$0                                                         | \$117,359    | 94%  | \$7,491                                 | \$5,868                                 |
| 145              | Temporary Power & Permits | \$15,950                | \$15,950                                | \$0         | \$0                                                         | \$15,950     | 100% | \$0                                     | \$798                                   |
| 146              | Betterment Allowance      | \$100,000               | \$62,625                                | \$12,660    | \$0                                                         | \$75,285     | 75%  | \$24,715                                | \$3,764                                 |
| 147              | HVAC Allowance            | \$12,000                | \$12,000                                | \$0         | \$0                                                         | \$12,000     | 100% | \$0                                     | \$600                                   |
| 148              | Plumbing Contingency      | \$12,000                | \$12,000                                | \$0         | \$0                                                         | \$12,000     | 100% | \$0                                     | \$600                                   |
| 149              | Electrical Contingency    | \$30,000                | \$30,000                                | \$0         | \$0                                                         | \$30,000     | 100% | \$0                                     | \$1,500                                 |
| 150              | Structural Contingency    | \$30,000                | \$9,874                                 | \$0         | \$0                                                         | \$9,874      | 33%  | \$20,126                                | \$494                                   |
| 151              | Lawn Sprinkler Allowance  | \$50,000                | \$30,000                                | \$0         | \$0                                                         | \$30,000     | 60%  | \$20,000                                | \$1,500                                 |
| 152              | Change Order No. 1        | (\$405,134)             | (\$403,040)                             | (\$2,094)   | \$0                                                         | (\$405,134)  | 100% | \$0                                     | (\$20,257)                              |
| 153              | Change Order No. 2        | (\$105,659)             | (\$64,859)                              | (\$40,800)  | \$0                                                         | (\$105,659)  | 100% | \$0                                     | (\$5,283)                               |
|                  |                           | \$16,272,207            | \$14,336,528                            | \$572,278   | \$363,929                                                   | \$15,272,735 | 94%  | \$999,472                               | \$763,637                               |

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA Document G703™ – 1992. Copyright © 1963, 1965, 1966, 1967, 1970, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, [copyright@aia.org](mailto:copyright@aia.org)

# V·A Architecture

**REQUEST FOR PAYMENT NO: Thirty-Seven**

Project Name: County of Hidalgo  
 Judge Mario E. Ramirez, Jr. Juvenile Justice Center  
 Juvenile Justice Center 96+6 Beds  
 Architectural Firm: V-A Architecture  
 Address: 2029 Industrial Drive  
 City/State McAllen, Texas 78504

No. 00-1001  
 #C-05-007-08-02  
 Purchase Order # 540311

|                                                          |                                                                                                   |                            |                        |                            |                                |
|----------------------------------------------------------|---------------------------------------------------------------------------------------------------|----------------------------|------------------------|----------------------------|--------------------------------|
| <b>Project Contract Amount</b>                           | <b>\$ 16,340,000.00</b>                                                                           | <b>Rate:</b>               | <b>6.5%</b>            | <b>Amt.</b>                | <b>\$1,062,100.00</b>          |
|                                                          | <i>Minus Change Order Deduct #1&amp;2 Construction Administration Phase Fee<sup>1&amp;2</sup></i> |                            |                        |                            | <i>(\$5,879.82)</i>            |
|                                                          | <b>Maximum Contract Amount</b>                                                                    |                            |                        |                            | <b>\$1,056,220.18</b>          |
| <b>Scope of Services</b>                                 | <b>Estimated Budget</b>                                                                           | <b>% Completed To Date</b> | <b>Total Due</b>       | <b>Less Prev. Payments</b> | <b>Amount Due This Request</b> |
| Schematic Design<br>A/E Fee 15%                          | \$ 159,315.00                                                                                     | 100%                       | \$ 159,315.00          | \$ 159,315.00              | \$ 0.00                        |
| Design Development<br>A/E Fee 20%                        | \$ 212,420.00                                                                                     | 100%                       | \$ 212,420.00          | \$ 212,420.00              | \$ 0.00                        |
| Constr. Doc. Phase<br>A/E Fee 40%                        | \$ 424,840.00                                                                                     | 100%                       | \$ 424,840.00          | \$ 424,840.00              | \$ 0.00                        |
| Bidding Phase<br>A/E Fee 5%                              | \$ 53,105.00                                                                                      | 100%                       | \$ 53,105.00           | \$ 53,105.00               | \$ 0.00                        |
| Orig. Construction Adm. A/E Fee: 20%                     | \$ 212,420.00                                                                                     |                            |                        |                            |                                |
| Minus CO Deduct #1&2 Constr. Adm. Fee <sup>1&amp;2</sup> | \$ (5,879.82)                                                                                     |                            |                        |                            |                                |
| New Construction Adm. Fee                                | \$ 206,540.18                                                                                     | 94%                        | \$ 194,147.77          | 192,082.37                 | \$ 2,065.40                    |
| Reimbursables                                            | \$ 0.00                                                                                           | 0%                         | \$ 0.00                | \$ 0.00                    | \$ 0.00                        |
| <b>TOTALS</b>                                            | <b>\$ 1,056,220.18</b>                                                                            |                            | <b>\$ 1,043,827.77</b> | <b>\$ 1,041,762.37</b>     | <b>\$ 2,065.40</b>             |
| <b>Total Amount This Request</b>                         |                                                                                                   |                            |                        |                            | <b>\$ 2,065.40</b>             |

I certify that the above is true and correct to the best of my knowledge.

VA Architecture October 31, 2006  
 Architect Date

Reynaldo Vargas, A.I.A.

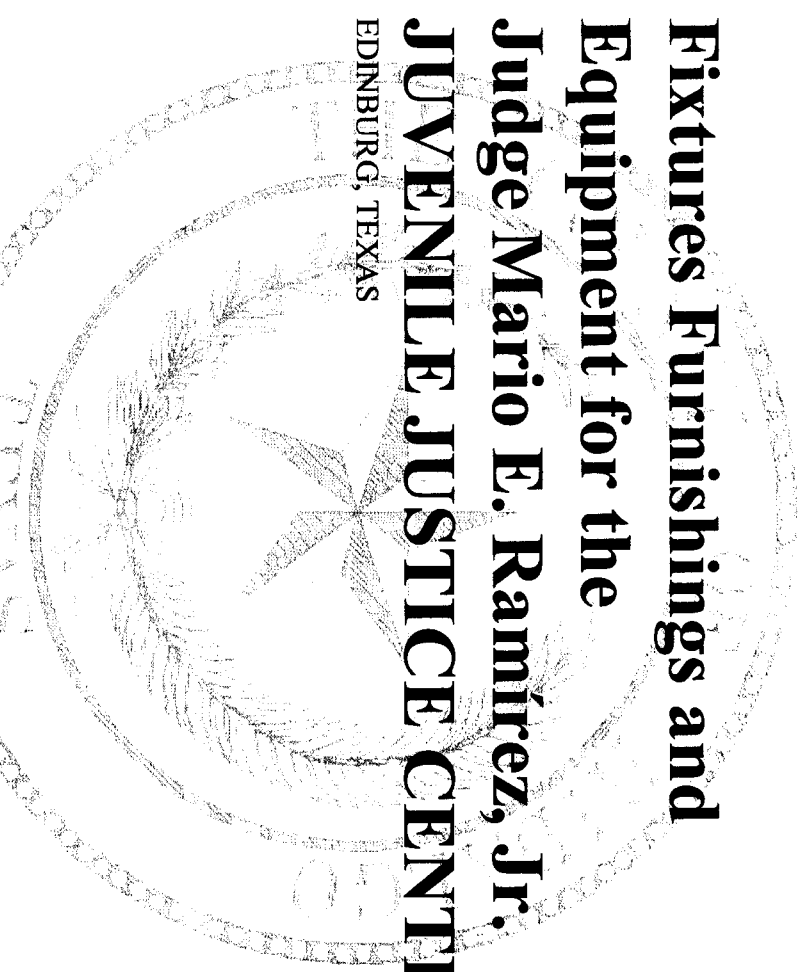
ANY AND ALL QUESTIONS PERTAINING TO THIS INVOICE  
 SHALL BE ADDRESSED ONLY TO SONIA INFANTE AT 956-631-2242

<sup>1</sup> Change Order Deduct No. 1 in the amount of \$405,134.00 contained \$346,634.00 of Architectural Items (All except item #30, which was Civil Eng.) that were designed but not built. Therefore, \$346,634.00 x 6.5% (A/E Rate) x 20% (Construction Adm. Phase Only) which equals, (\$4,506.24), is being deleted from the Construction Administration Fee.

<sup>2</sup> Change Order Deduct No. 2 in the amount of \$105,659.00 was designed but not built. Therefore, \$105,659.00 x 6.5% (A/E Rate) x 20% (Construction Adm. Phase Only) which equals, (\$1,373.56), is being deleted from the Construction Administration Fee.

Vargas & Associates  
 2029 Industrial Drive  
 McAllen, Texas 78504  
 (956) 631-2242

# Fixtures Furnishings and Equipment for the Judge Mario E. Ramírez, Jr. JUVENILE JUSTICE CENTER EDINBURG, TEXAS



ISRAEL "BUDDY" SILVA, Jr.  
Director, Chief Juvenile Probation Officer

HIDALGO COUNTY JUVENILE JUSTICE CENTER

SPECIFICATIONS

100% REVIEW SET PROJECT #00-1001FF&E\*

## HIDALGO COUNTY JUVENILE BOARD

MARIO E. RAMÍREZ, Jr. Overseer  
Judge, 537<sup>th</sup> District Court

HORACIO PEÑA, JR.  
Judge, 93<sup>rd</sup> D.C.

RUDY DELGADO  
Judge, 93<sup>rd</sup> D.C.

J.R. "BOBBY" FLORES  
Judge, 139<sup>th</sup> D.C.

ROSE GUERRA REYNA  
Judge, 206<sup>th</sup> D.C.

RAMÓN GARCÍA  
Hidalgo County Judge

JUAN R. PARTIDA  
Judge, 273<sup>rd</sup> D.C.

NOÉ GONZÁLEZ  
Judge, 370<sup>th</sup> D.C.

LETTY LÓPEZ  
Judge, 339<sup>th</sup> D.C.

ALDA SALINAS FLORES  
Judge, 398<sup>th</sup> D.C.

## COMMISSIONERS' COURT

HON. RAMÓN GARCÍA  
Hidalgo County Judge

SYLVIA HANDY  
County Commissioner, Precinct No. 1

HECTOR "TITO" PALACIOS  
County Commissioner, Precinct No. 2

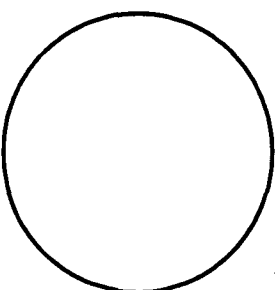
JOE M. FLORES  
County Commissioner, Precinct No. 3

OSCAR L. GARZA, JR.  
County Commissioner, Precinct No. 4

+ 1/200K  
+ seal  
+ make  
+ S

**V•A Architecture**

2029 Industrial Drive, McAllen, Texas 78504 (956) 631-2242





**SPECIFICATIONS**

**TITLE AND LOCATION OF WORK**

**Miscellaneous Equipment for Judge Mario E. Ramírez, Jr. Juvenile Justice Center**  
Edinburg, Texas

**NAME AND ADDRESS OF OWNER**

COUNTY OF HIDALGO  
P.O. BOX 1356  
EDINBURG, TEXAS  
956/787-1891

**ARCHITECT**

V·A ARCHITECTURE  
2029 INDUSTRIAL DRIVE  
MCALLEN, TEXAS 78504  
(956) 631-2242  
(956) 686-7916 FAX

**ARCHITECT'S SEAL IS LIMITED TO DIVISIONS 1, 10 11,  
AND 12 OF THE SPECIFICATIONS AND TO THE  
DRAWINGS.**

## INDICES

### INDEX TO SPECIFICATIONS

#### **DIVISION 1 - GENERAL REQUIREMENTS**

|       |                            |      |     |      |
|-------|----------------------------|------|-----|------|
| 01010 | SUMMARY OF WORK            | 1-1  | ... | 1-2  |
| 01060 | PRELIMINARY CONSIDERATIONS | 1-3  | ... | 1-7  |
| 01340 | SUBMITTALS                 | 1-8  | ... | 1-11 |
| 01600 | SPECIAL PROCEDURES         | 1-12 | ... | 1-12 |
| 01700 | PROJECT CLOSEOUT           | 1-13 | ... | 1-19 |

#### **DIVISION 10 - SPECIALTIES**

|       |                      |      |     |       |
|-------|----------------------|------|-----|-------|
| 10010 | MISCELLANEOUS ITEMS  | 10-1 | ... | 10-3  |
| 10426 | SIGNAGE AND GRAPHICS | 10-4 | ... | 10-26 |

#### **DIVISION 11 - EQUIPMENT**

|       |                |      |     |      |
|-------|----------------|------|-----|------|
| 11195 | SAFETY PADDING | 11-1 | ... | 11-2 |
|-------|----------------|------|-----|------|

#### **DIVISION 12 - FURNISHINGS**

|       |                  |      |     |      |
|-------|------------------|------|-----|------|
| 12510 | OFFICE FURNITURE | 12-1 | ... | 12-1 |
|-------|------------------|------|-----|------|

### INDEX TO DRAWINGS

|     |                         |
|-----|-------------------------|
| S-1 | BUILDING PLAQUE DETAIL  |
| S-2 | BUILDING PLAQUE DETAIL  |
| S-3 | INTERIOR SIGNAGE DETAIL |
| S-4 | INTERIOR SIGNAGE DETAIL |

#### **AREA FLOOR PLAN**

|       |                     |
|-------|---------------------|
| A-01  | GIRLS' INTAKE A-122 |
| A-02  | BOYS' INTAKE A-138  |
| EQ-01 | LAUNDRY A-148       |

#### **AREA B FLOOR PLAN**

|      |                                    |
|------|------------------------------------|
| B-01 | DINING B129                        |
| B-02 | VISITATION, GUARD, MEETING ROOMS   |
| B-03 | AREA B GUARD STATIONS AND DAYROOMS |
| B-04 | CORRIDOR B-186 AND B-233           |

#### **AREA C FLOOR PLAN**

|      |                                    |
|------|------------------------------------|
| C-01 | OFFICES                            |
| C-02 | CENTRAL CONTROL AND HOLDING CELLS  |
| C-03 | AREA C GUARD STATIONS AND DAYROOMS |
| C-04 | STAFF SHOWERS C-167                |

#### **AREA D AND E FLOOR PLAN**

|       |                             |
|-------|-----------------------------|
| D-01  | STAFF SHOWERS D-108         |
| D-02  | GUARD STATIONS AND DAYROOMS |
| D-03  | D-114 AND D157              |
| E-101 | AREA OF REFUGE E-110        |

#### **AREA F FLOOR PLAN**

|      |                                |
|------|--------------------------------|
| F-01 | LOBBY, RECEPTIONIST, OFFICES   |
| F-02 | LOBBY, MASTER COURT            |
| F-03 | OFFICES                        |
| F-04 | OFFICES                        |
| F-05 | OFFICES, CONFERENCE ROOM       |
| F-06 | WORKROOM, OFFICES              |
| F-07 | OFFICES                        |
| F-08 | OFFICES                        |
| F-09 | OFFICES                        |
| F-10 | CONFERENCE, SECRETARY, OFFICES |
| F-11 | OFFICES                        |

|          |
|----------|
| DETAIL 1 |
| DETAIL 2 |
| DETAIL 3 |

## GENERAL REQUIREMENTS

## DIVISION 1 Section 01010

### DIVISION 1 - GENERAL REQUIREMENTS

#### 01010 SUMMARY OF WORK:

##### 1. SUMMARIES:

- 1.1 Location: Near the Northwest Corner of the Intersection of Richardson Blvd (F.M. 2128) and Doolittle Road, Edinburg, Hidalgo County, Texas
- 1.2 Cooperation: The Contractor, all other Contractors and all sub-contractors shall coordinate their work with all adjacent work and shall cooperate with all other trades so as to facilitate the general progress of the work. Each trade shall afford all other trades every reasonable opportunity for installation of their work and storage of their materials.
- 1.3 Inspection and Test: The Architect and his representatives shall at all times have access to the work whether it is in preparation or in progress. The Contractor shall Provide proper and safe facilities for such access and inspection. Make all inspections and tests in connection with this entire contract as required by the Architect. All testing shall be paid for by the Owner and be done by and independent testing laboratory meeting the approval of the Architect. Any cost of re-testing required due to failure of the Contractor at no expense to the Owner.
- 1.4 Checking Dimensions at site: Before ordering any materials or doing any work, Contractor shall verify all measurements of the building and be responsible for the corrections of them. No extras will be allowed for variations from drawings in existing conditions or for work performed under this contract. Any discrepancies found shall be submitted to the Architect for instructions before proceeding.

##### 1.5 PROJECT MEETINGS

###### 1. Pre-Construction conference:

- a. Will be scheduled by the Architect within five days after Notice to Proceed.
- b. No work shall commence until this meeting has been successfully completed.
- c. Attendance is mandatory for the Contractor and representatives of all subcontractors listed on the Proposal Form. Should any subcontractor not be in attendance, the meeting will be rescheduled. No allowances will be made for extensions of time due to any delay to the commencement of work caused by the absence of a subcontractor from this meeting.

###### 2. Progress Meetings:

- a. Will be scheduled for the 15th of each month at the jobsite. (Unless otherwise agreed to by the Architect and Contractor)
- b. Attendance-Architect, Contractor and all subcontractors which the Contractor deems necessary.

**SECTION 01060 - PRELIMINARY CONSIDERATIONS****1. DEFINITIONS:**

- a. References: References to known standard specifications in the Specifications shall mean and intend latest edition of such specification adopted and published at date of Advertisement for Bids.
- b. Reference to technical society, organization or body is made in Specifications in accordance with the following abbreviations:

|                  |                                            |
|------------------|--------------------------------------------|
| AIA              | American Institute of Architects           |
| ACI              | American Concrete Institute                |
| AIEE             | American Institute of Electrical Engineers |
| ANSI(USASI)(ASA) | American National Standards Institute      |
| AISC             | American Institute of Steel Construction   |
| ASME             | American Society of Mechanical Engineers   |
| ASTM             | American Society for Testing and Materials |
| AWSC             | American Welding Society Code              |
| FS               | Federal Specification                      |
| NBFU             | National Board of Fire Underwriters        |
| NBS              | National Bureau of Standards               |
| NEC              | National Electrical Code                   |
| UL               | Underwriters Laboratories, Inc.            |
| AISI             | American Iron and Steel Institute          |
| AWWA             | American Water Works Association           |

- 2. PERMITS, LAWS, CODES, ETC.: Contractors shall comply with all Federal, State and local laws, codes, and ordinances applicable to the work and all requirements of the National Board of Fire Underwriters having jurisdiction. If the above laws, codes or ordinances conflict with Specification, then the laws, codes or ordinances shall govern except where Specification exceeds them in quality or quantity of materials or labor. Obtain and pay for all permits required in connection with the execution of the work. Under no circumstance shall any work be started before the required permits are obtained. Architect shall be furnished with certified copies of these permits if he so requests.
- 3. COOPERATION WITH BUILDING OFFICIALS: Cooperate with local and other governmental officials and inspectors at all times. If such official or inspector deems special inspection necessary, provide assistance and facilities that will expedite his inspection.
- 4. MANUFACTURER'S SPECIFICATIONS AND INSTRUCTIONS:
  - a. Install all manufactured items, materials and equipment in strict accordance with the manufacturer's recommended specifications, except that the Specifications herein, where more stringent, shall be complied with.
  - b. At the completion of the project and prior to final acceptance by Owner, provide Owner with one complete set of operating and maintenance instructions, and demonstrate to him the procedures for proper operation and maintenance of all equipment.

## GENERAL REQUIREMENTS

## DIVISION 1 Section 01060

- d. Sanitary Facilities for Workmen:
    - (1) Contractor shall provide and maintain suitable, weathertight, painted, sanitary toilet facilities for all workmen for the entire construction period. Comply with all requirements of applicable health authorities. When facilities are no longer required, Contractor shall remove from site.
    - (2) Contractor shall keep toilet facilities swept clean and supplied with toilet tissue at all times.
    - (3) If any new construction surfaces in the permanent project are soiled at any time, the entire area so soiled shall be completely removed from the project and rebuilt by Contractor at no additional expense to Owner.
  - e. Temporary Utilities: Shall be provided and paid for, complete, by the Contractor. Refer also to Division C requirements.
  - f. Weather Protection:
    - (1) Contractor shall at all times provide protection, including heating or cooling as necessary, against weather conditions, so as to maintain all work, materials, apparatus, and fixtures free from injury and damage. At the end of the day's work, all new work and stored material likely to be damaged by weather shall be covered or otherwise protected.
    - (2) Wet work shall not be performed when temperature is below 40 deg. F., or likely to go below 40 deg. F., within the ensuing 48 hours, except when sufficient protective heat is provided and Architect's approval in writing is obtained.
    - (3) Contractor shall construct and maintain all necessary temporary drainage and do all pumping necessary to keep excavation, floors, pits and trenches free of water.
  - g. Operation of Equipment: When heating, air conditioning, ventilating, exhaust or other items of mechanical, electrical or other equipment are installed, it shall be the responsibility of Contractor to operate same for a satisfactory period of time as required by Architect for proper testing of the equipment. Fuel, electric energy and all other utilities required for testing purposes shall be paid for by Contractor. Manufacturer's warranty of this equipment shall be dated from date of Issue of Certificate of Substantial Completion.
  - h. When any temporary facility is no longer needed for the proper conduct of the work, Contractor shall completely remove it from the project and shall repair or replace all material, equipment and finished surfaces damaged in doing so.
  - i. Scaffolding: All scaffolding shall meet the requirements of all Federal, State and local regulations and as required by the insurance carrier of the Owner and Contractor. Scaffolding shall be maintained at all times, as required, for the safety and protection of life and property.
9. PROTECTION: Provide barricades, fences, lights, etc., for protection of property and the public as required by local and/or State ordinances.

## GENERAL REQUIREMENTS

DIVISION 1  
Section 01060

### 15. PROTECTION OF WORK AND PROPERTY AND INDEMNIFICATION

The CONTRACTOR shall continuously maintain adequate protection of all its work from damage and shall protect the OWNER'S property from injury or loss arising in connections with this CONTRACT. The CONTRACTOR shall indemnify, defend and save the OWNER harmless from and against any and all loss, costs, claims or liability for damages of any kind arising or alleged to have arisen from the negligent acts or omissions of the CONTRACTOR, its agents, employees or subcontractors to carry insurance as specified.

The CONTRACTOR shall take all necessary precautions for the safety of all persons on the Work and shall comply with all applicable provisions of Federal, State and Municipal safety Laws to prevent accidents an injury to persons on or adjacent to the premises where the Work is being performed. The CONTRACTOR shall erect and properly maintain at all items, as required by the conditions and progress of the Work, all necessary safeguards for the protection of workmen and the public, and shall post danger signs warnings against the hazards created by the various construction activities during the effective period of this CONTRACT.

In an emergency affecting the safety of life or of the Work or of adjoining property, the CONTRACTOR, without special instructions or authorization from the OWNER, is hereby permitted to act, at its discretion, to prevent such threatened loss or injury and the CONTRACTOR shall also act if instructed or authorized to do so by the OWNER.

### 16. INSPECTION OF THE WORK (AS APPLICABLE)

A. Authorized representative of the ARCHITECT shall at all times have access to the Work being performed, and the CONTRACTOR shall provide proper facilities for such access and shall give the ARCHITECT 24 hours advanced notice of when the Work will be ready for observation at the following status of construction broken down into major sections of the Construction Documents such as:

1. Observation of soil conditions after excavation for footings for building pad.
2. Observation of steel reinforcing before placement of concrete.
3. Observation of erection of structural steel components
4. Observation of electrical and plumbing rough-in before floor slab is poured.
5. Observation of roofing application as the roofing work is started.
6. Observation of electrical and plumbing rough-in before wall covering and ceiling are installed.
7. Final electrical, mechanical and plumbing observations.
8. Final observation of the completed project.

B. Intentional deviations from the Contract by the Contractor and/or his subcontractors, who know that it is unlikely for the Architect to discover such discrepancies during construction without in depth investigations, shall not be deemed to have been accepted when the Application is approved.

Approval of the Contractor's Application for Payment does not mean that approval has been granted for an installation not in compliance with the Contract Documents. It is the Contractor's duty and responsibility under the contract to comply with all of the provisions in the Contract.

END OF SECTION 01060

## GENERAL REQUIREMENTS

## DIVISION 1 Section 01340

selections will be contingent upon Contractor's submittal of all items requiring such coordination as a unit.

4. Brochures and manufacturer's data shall include all special instructions regarding safety, installation sequences, and methods of assembly and installation.
5. Test data as required by various Sections of these Specifications including, but not limited to: soil, compaction of select fill, concrete, masonry mortar, structural welds, lumber, caulking and sealants, roofing, adhesives and coatings.
6. Items as noted on Drawings.
7. Items as specified under the various Sections of these Specifications.

### 2.00 PROCEDURES

- A. On first submittal, Contractor shall transmit (5) prints and one sepia to Architect and retain one print. Architect will retain prints and will stamp and return sepia to Contractor. After submittal has been reviewed, Contractor shall reproduce the number of copies needed for his use and for the use of his suppliers from the sepia.
- B. Follow same procedure for re-submittals as required for initial review.
- C. Mechanical, Electrical and Plumbing contractors shall submit complete shop drawings showing all pipe runs, ducts, circuiting, take-offs, connections, etc. Shop drawings shall show cross sections of service and pipe chases, equipment floor plans, sections and elevations, duct details, pipe racks, hangers, pump and equipment foundations, sleeving diagrams, etc. Shop drawings shall be submitted for approval prior to ordering of any materials or fabrication of work. Complete piping diagrams of risers, runouts, etc., shall include flanges, fittings, valves, etc. Electrical layouts shall include circuit routing, mounting details, etc.

### 3.00 USE OF ARCHITECT'S DRAWINGS

- A. Contractors, Sub-Contractors and Material Suppliers shall not have use of electronic drawing or plot files of any Drawings (Civil, Structural, Architectural, Mechanical, Electrical, etc.) that make up part of these Contract Documents, for the purpose of preparing any submittals required by the Specifications.

### 4.00 STATUS OF SUBMITTALS

- A. CONTRACTOR SHALL BE RESPONSIBLE FOR:
  1. Timely transmission and scheduling of all submittals.
  2. Grouping of all submittals requiring color coordination.
  3. Reviewing all submittals for compliance with requirements of the drawings, specifications and general documents.

**GENERAL REQUIREMENTS**

**DIVISION 1  
Section 01340**

submitted to the Architect's office for approval prior to ordering and installation. The shop drawings must be reviewed by the Architect and bear a review stamp of the Architect.

**V·A ARCHITECTURE**  
2029 INDUSTRIAL DRIVE  
MCALLEN, TEXAS 78504  
(956) 631-2242  
FAX (956) 686-7916



**SECTION 01700 - PROJECT CLOSE OUT (AS APPLICABLE)**

- 1.00 GENERAL: Applicable provisions of the General Documents and Specifications apply also to work under this Section.
- 2.00 DESCRIPTION OF REQUIREMENTS:
- A. DEFINITIONS: Project close-out is hereby defined to include general requirements near the end of Contract Time, in preparation for final acceptance, final payment, normal termination of contract, occupancy by Owner and similar actions evidencing completion of the Work. Specific requirements for individual units of work are specified in sections of Divisions 2 through 16. General requirements at time of project completion are also set forth in General Conditions and Division 1.
- B. DESCRIPTION : In anticipation of the completion of construction operations, the contractor shall, in compliance with project specification preparation, coordination, assembly and subsequent transmittal of project documents and records to the Architect for review as on of the prerequisites for certification of substantial completion and final payment.
- C. PROJECT RECORDS AND DOCUMENT REQUIRED PRIOR TO SUBSTANTIAL COMPLETION:  
The required project records and documents for submittal prior to achievement of substantial completion shall include, but not necessarily be limited, to the following list of items (3) copies of each) bound in three (3), three ring binders, with the Project name, Owner's name, Architect's name, and Contractor's name.
1. Provide a list of all sub-contractors and the major suppliers of materials for the project including their business address and telephone numbers, and contract person(s) for Warranty work.
  2. Obtain and deliver to Architect, for delivery to Owner, all special tools necessary for maintenance, operation, or monitoring of equipment apparatus.
  3. Obtain and deliver to Architect, all printed information regarding special treatment such as tile, glass, wall coverings, floor coverings, cabinets, countertops, woodwork, plastic/fiberglass/acrylic surfaces, hardware, plumbing fixtures, HVAC filter/equipment, and light fixtures.
  4. Typewritten record of all tests made of materials, equipment and systems. All such records shall state the date tests were conducted, and the names of all persons making and witnessing the tests, and citing unusual conditions relevant to the test. Documented tests shall include, but not be limited to the following:
    1. Appliance and Equipment Circuits  
Verify proper voltages  
Verify proper operation  
Test all equipment and appliances
  5. Manufacturer's printed instruction manuals describing operating, servicing, maintenance

## GENERAL REQUIREMENTS

DIVISION 1  
Section 01700

### D. PROJECT RECORDS AND DOCUMENTS REQUIRED PRIOR TO FINAL PAYMENT

The following project records and documents for submittal prior to final payment shall include, but not necessarily be limited to, the following list of items (3 copies of each):

1. Contractor's written certification that all punch list items have been completed.
2. Certification of Contractor's affidavit of payment of debts and claims, AIA G706A.
3. Certification of Contractor's affidavit of release of Liens, AIA G706A.
4. Certificate of consent of surety company to final payment, AIA G707.
5. Documents required by the General and Supplementary General Conditions.
6. Documents required by the General and Supplementary General Conditions.
7. Contractor's request for final payment.
8. Resolution of all allowances.

**CLEANING UP:** Leave all area in clean condition; remove from site all waste material, lumber, debris, etc. Glass windows to be thoroughly cleaned and washed, replace all broken glass. Building shall be left in a condition ready for occupancy by the Owner by the date of Substantial Completion fixed in the Notice to Proceed.

### E. INSPECTION PROCEDURES:

1. Prior to requesting inspection:
  - a. Each Subcontractor shall make careful inspection of their work, and shall furnish a typewritten list of incomplete items to Contractor and Architect. Said list shall be specific as to room number, and location of incomplete or unacceptable condition.
  - b. Contractor or his superintendent shall review lists furnished by subcontractors, make a careful inspection personally of all areas scheduled for Substantial Completion, assuring that the work on that part of the Project is ready for Substantial Completion, prepare and submit a separate typewritten list of incomplete items to the Architect for review, and then notify in writing, the Architect and Owner, to make their inspection.
  - c. Prior to requesting inspection: Contractor or his superintendent shall make a careful inspection personally of all areas scheduled for substantial completion, assuring himself that the work on that part of the project is ready for Substantial Completion acceptance, and then notify, in writing, the Architect and Owner to make their inspection.
2. Initial Inspection: Upon receipt of Contractor's request, Architect will either proceed with inspection or advise Contractor of prerequisites not fulfilled. Following initial inspection, Architect will either prepare a Certificate of Substantial Completion or advise Contractor of work which must be performed prior to issuance of Certificate; and repeat inspection when requested to assure that work has been substantially completed. Results of completed inspection will form initial punch list for final acceptance.
3. If, at the end of the 30 days granted to Contractor for completion of all items on the punch list at the time of issuance of Substantial Completion, any items have not been

## GENERAL REQUIREMENTS

## DIVISION 1 Section 01700

### B. FINAL CLEANING:

**GENERAL:** Special cleaning for specific units of work is specified in Sections of Divisions 2 through 16. Contractor shall provide final cleaning of the work prior to final acceptance inspections, to a normal "clean" condition expected of a first-class building cleaning and maintenance service. Comply with material manufacturer's instructions for cleaning methods and materials. The following are items requiring cleaning, but not by way of work limitation or cleaning levels required. Contractor shall arrange and pay for:

- a. Removal of all non-permanent labels.
- b. Cleaning of all transparent and reflective materials, including mirrors, window and door glass, to a polished condition; removal of all substances which are vision-obscuring materials. Restore reflective surfaces to maximum reflective condition. Replacement of all broken glass and damaged transparent materials.
- c. Cleaning of exposed exterior and interior hard-surfaced finishes to a dirt and discoloration free condition to make items free of dust, stains, films and similar noticeable distracting substances. Restore reflective surfaces to maximum reflective condition.
- d. Wipe surfaces of mechanical and electrical equipment clean, including all similar equipment, remove excess lubrication and other substances.
- e. Remove debris and surface contamination's from all public and non-public spaces including roofs, plenums, shafts, stairways, trenches, equipment vaults, manholes, attics, and similar spaces.
- f. Broom clean and wet-mop exposed concrete floors, hard surface and resilient surfaced floors in all public and non-public areas.
- g. Vacuum clean all carpeted and similar soft-surface areas.
- h. Clean all toilet and plumbing fixtures and facilities to a sanitary condition, free of stains including those resulting from water splash disfiguration.
- i. Clean food service and similar equipment to a condition of sanitation, ready and acceptable for use. Clean light fixtures and lamps to be free of dust, debris and stains and as necessary to function with full lighting efficiency.
- j. Clean project site (yard and grounds), including landscape development areas, to be free of litter, construction debris and foreign substances. Sweep paved areas to a broom-clean condition and remove stains, petrochemical spills, and other foreign deposits. Rake grounds which are neither planted nor paved, to a smooth, even-textured surface.
- k. Contractor shall comply with safety standards and governing regulations for cleaning operations. Do not burn waste materials at site, or bury debris and excess materials on Owner's property. Discharge of volatile and other harmful and dangerous materials into drainage system shall be prohibited. Remove such waste materials from project site and dispose of in a lawful manner at no expense to Owner.

### C. REMOVAL OF PROTECTION: Contractor shall remove temporary protection devices, coverings and facilities which were installed during course of the work to protect previously completed work during remainder of construction period.

### D. Where extra materials of value remaining after completion of associated work have become Owner's property, Contractor shall store or otherwise arrange their disposition to Owner's best

**GENERAL REQUIREMENTS**

**DIVISION 1  
Section 01700**

advantage.

**E. REMOVAL AND DISPOSAL PROCEDURES:**

1. Solid debris, such as brick bats, mortar and plaster droppings and excess concrete shall be removed off project site from all areas within and about the building.
2. All scrap from lumber, crating, packing materials, paper and similar types of trash shall be removed from building and project site. Trash shall not be allowed to accumulate during construction for any period longer than one week. Contractor shall be responsible for a thorough clean up of building and its surroundings every week.

F. On completion of work and also just prior to final inspection, all floors shall be gone over with a dry mop, and all existing and new glass, whether in windows, doors, cabinets, or mirrors, shall be cleaned and polished and the entire job placed in a "spic and span" condition by Contractor for final inspection.

G. REPLACING BROKEN GLASS: It shall be the responsibility of Contractor to replace all broken glass, as it may occur before final acceptance of work.

**END OF SECTION 01700**

**END OF DIVISION**

**DIVISION 10 - SPECIALTIES**

The General Conditions, Supplementary Conditions, and General Requirements are a part of this division as if herein included.

**SECTION 10010 - MISCELLANEOUS ITEMS****1.00 GENERAL**

- A. This Section is subject to the provisions and requirements of all Contract Documents.
- B. SUBMITTALS:
1. Refer to Division 1 for submittal requirements and procedures.
  2. Shop drawings are required for all items requiring fabrication and/or coordination with work of other Sections.
  3. Samples:
    - a. If requested by Architect, provide single samples of accessory and/or specialty items proposed for use on this project.
    - b. Samples submitted under this Section will be returned to Contractor when no longer required, and if approved, may be installed in the work.

**2.00 PRODUCTS AND PROCEDURES**

- A. ITEMS:
1. General: All items shall be accurately located, carefully plumbed and leveled, and securely and rigidly attached and reinforced as necessary. Use manufacturer's mounting devices as best suited to installation conditions, and as approved by Architect. All attachments shall be by mechanical means; cemented installation will **not** be accepted. Provide concealed grounds and backing where necessary .
  2. Metal Lockers: Staff shower lockers equal to Penco "VANGUARD," 12" W x 15" D x 36" H double tier, lowered doors, sloped tops, complete with hardware and trim, Z base, recessed handle with built-in combination lock, nameplate, filters, etc. See Drawings for locations.
  3. Metal Lockers: Provide and install Boys and Girls Intake lockers equal to Penco "VANGUARD," 12" W x 15"D x 12" H five (5) tier, lowered doors, sloped tops, complete with hardware and trim, Z base, recessed handle with built-in combination lock, nameplate, filters, etc. See Drawings for locations.
  4. Washer (W-1): Provide and install two (2) B & C Technologies 60lb Washer/Extractor Simple 30 programmable microprocessor control 200G Force 4 Liquid and Powder supply ready 200-240/60/1PH or 3PH 20 AMP. Model # HE60-1PH/3PH

**SPECIALTIES**

**DIVISION 10**  
**Section 10010**

period involving Owner's designated personnel. Representative must be capable of training personnel in the adjustment and operation of equipment including pertinent safety requirements, and instructing maintenance personnel in its operation, repair and upkeep. Instruction shall be given during the first week after the system has been accepted and turned over to the Owner for regular operation, except if equipment adjustment and/or repairs are required for its use. In such case, training sessions are not to occur until such adjustments and/or repairs have been completed and written documentation of said adjustments and/or repairs having been completed, furnished to Architect and Owner.

1. On-site instruction and training period will not exceed one (1) eight (8) hour day.

**END OF SECTION 10010**

**SPECIALTIES****DIVISION 10**  
**Section 10426****PART 2 PRODUCTS:**

- 1.01 **BUILDING NAME:** Letters to be Southwell Deep Ribbon S-915, 10" high, baked enamel color to be selected by Architect.
- 1.02 **BUILDING ADDRESS:** Letters to be Southwell Deep Ribbon S-915, 6" high, baked enamel color to be selected by Architect.

**Part 3 Signage List**

**JUDGE MARIO E. RAMÍREZ, JR. JUVENILE JUSTICE CENTER**  
Hidalgo County

10-24-06

**EXTERIOR BUILDING LETTERS:**

**JUDGE MARIO E. RAMÍREZ, JR. JUVENILE JUSTICE CENTER - 1 set 10" letter**  
1001 N. Dollittle Road -1 set 6" letters

**ROOM IDENTIFICATION:**

Background Color: Blue  
Text Color: White  
Demarcation Line: White

**BUILDING A**

| <u>Architectural Room Number</u> | <u>Number/Text Required</u>                     | <u>Quantity</u> |
|----------------------------------|-------------------------------------------------|-----------------|
| A101                             | A101<br>SALLYPORT                               | 2               |
| A102                             | A102<br>VESTIBULE                               | 2               |
| A103                             | A103<br>POLICE                                  | 2               |
| A104                             | A104<br>EXAM                                    | 1               |
| A105                             | A105<br>RESTROOM<br>(MALE/FEMALE HCP PICTOGRAM) | 1               |
| A106                             | A106<br>MECHANICAL                              | 1               |
| A113                             | A113<br>VESTIBULE                               | 2               |

**SPECIALTIES****DIVISION 10  
Section 10426**

|      |                                                 |   |
|------|-------------------------------------------------|---|
| B108 | B108<br>RESTROOM<br>(MALE/FEMALE HCP PICTOGRAM) | 1 |
| B113 | B113<br>STORAGE                                 | 1 |
| B114 | B114<br>STORAGE                                 | 1 |
| B115 | B115<br>ISSUE                                   | 1 |
| B116 | B116<br>ELECTRICAL                              | 1 |
| B117 | B117<br>CORRIDOR                                | 1 |
| B118 | B118<br>ELECTRICAL                              | 1 |
| B119 | B119<br>ELECTRICAL                              | 1 |
| B120 | B120<br>STORAGE                                 | 1 |
| B123 | B123<br>SERVING                                 | 1 |
| B124 | MEN<br>(MALE HCP PICTOGRAM)                     | 1 |
| B125 | WOMEN<br>(FEMALE HCP PICTOGRAM)                 | 1 |
| B127 | BOYS'<br>(MALE HCP PICTOGRAM)                   | 1 |
| B128 | GIRLS'<br>(FEMALE HCP PICTOGRAM)                | 1 |
| B129 | B129<br>DINING ROOM                             | 1 |
| B133 | B133<br>MECHANICAL                              | 1 |
| B135 | B135<br>OFFICE                                  | 1 |



## SPECIALTIES

DIVISION 10  
Section 10426

|      |                                                 |   |
|------|-------------------------------------------------|---|
| B155 | B155<br>VISITATION                              | 2 |
| B156 | B156<br>GUARD                                   | 1 |
| B157 | B157<br>RESTROOM<br>(MALE/FEMALE HCP PICTOGRAM) | 1 |
| B160 | B160<br>RESTROOM<br>MALE/FEMALE HCP PICTORGRAM) | 1 |
| B161 | B161<br>CONFERENCE                              | 2 |
| B162 | B162<br>CORRIDOR                                | 2 |
| B163 | B163<br>MEDICATION                              | 1 |
| B164 | B164<br>OFFICE                                  | 2 |
| B165 | B165<br>EXAM                                    | 1 |
| B167 | B167<br>RESTROOM<br>(MALE/FEMALE HCP PICTOGRAM) | 1 |
| B168 | B168<br>EXAMINATION                             | 2 |
| B176 | B176<br>CORRIDOR                                | 2 |
| B177 | B177<br>CORRIDOR                                | 2 |
| B179 | B179<br>JANITORIAL                              | 1 |
| B184 | B184<br>LIGHT WELL                              | 1 |
| B187 | B187 VESTIBULE                                  | 3 |
| B188 | B188<br>DAYROOM                                 | 2 |

## SPECIALTIES

DIVISION 10  
Section 10426

|                                  |                                                 |                 |
|----------------------------------|-------------------------------------------------|-----------------|
| B240                             | B240<br>CORRIDOR                                | 2               |
| B242                             | B242<br>MECHANICAL                              | 1               |
| B245                             | B245<br>ELECTRICAL                              | 1               |
| B246                             | B246<br>BEDROOM #4                              | 1               |
| B251                             | B251<br>MECHANICAL                              | 2               |
| B257                             | B257<br>ELECTRICAL                              | 1               |
| B260                             | B260<br>MECHANICAL                              | 1               |
| B262                             | B262<br>CORRIDOR                                | 2               |
| B267                             | B267<br>DAYROOM                                 | 2               |
| B269                             | B269<br>RESTROOM<br>(MALE/FEMALE HCP PICTOGRAM) | 1               |
| B270                             | B270<br>GUARD                                   | 1               |
| B271                             | B271<br>LIGHT WELL                              | 1               |
| B273                             | B273<br>CLASSROOM                               | 1               |
| B274                             | B274<br>RESTOOM<br>(MALE/FEMALE HCP PICTOGRAM)  | 1               |
| BUILDING C                       |                                                 |                 |
| <u>Architectural Room Number</u> | <u>Number/Text Required</u>                     | <u>Quantity</u> |
| C102                             | C102<br>RESTROOM<br>(MALE/FEMALE HCP PICTOGRAM) | 1               |

**SPECIALTIES****DIVISION 10  
Section 10426**

|      |                                                 |   |
|------|-------------------------------------------------|---|
| C131 | C131<br>ELECTRICAL                              | 1 |
| C142 | C142<br>JANITORIAL                              | 1 |
| C149 | C149<br>ELECTRICAL                              | 1 |
| C151 | C151<br>MECHANICAL                              | 1 |
| C153 | C153<br>CORRIDOR                                | 2 |
| C158 | C158<br>DAYROOM                                 | 2 |
| C160 | C160<br>RESTROOM<br>(MALE/FEMALE HCP PICTOGRAM) | 1 |
| C161 | C161<br>GUARD                                   | 1 |
| C165 | C165<br>LIGHT WELL                              | 1 |
| C167 | C167<br>MEN'S DRESSING                          | 1 |
| C168 | C168<br>JANITORIAL                              | 1 |
| C169 | C169<br>RESTROOM<br>(MALE HCP PICTOGRAM)        | 1 |
| C172 | C172<br>STORAGE                                 | 1 |
| C173 | C173<br>STORAGE                                 | 1 |
| C175 | C175<br>OFFICE                                  | 1 |
| C176 | C176<br>OFFICE                                  | 1 |
| C177 | C177<br>OFFICE                                  | 1 |

## SPECIALTIES

DIVISION 10  
Section 10426

|      |                                                 |   |
|------|-------------------------------------------------|---|
| C225 | C225<br>CORRIDOR                                | 2 |
| C230 | C230<br>DAYROOM                                 | 2 |
| C232 | C232<br>RESTROOM<br>(MALE/FEMALE HCP PICTOGRAM) | 1 |
| C233 | C233<br>GUARD                                   | 1 |

## BUILDING D

| <u>Architectural Room Number</u> | <u>Number/Text Required</u>                     | <u>Quantity</u> |
|----------------------------------|-------------------------------------------------|-----------------|
| D101                             | D101<br>RESTROOM<br>(MALE/FEMALE HCP PICTOGRAM) | 1               |
| D104                             | D104<br>LIGHT WELL                              | 1               |
| D106                             | D106<br>OFFICE                                  | 1               |
| D107                             | D107<br>OFFICE                                  | 1               |
| D108                             | D108<br>WOMEN'S DRESSING                        | 1               |
| D109                             | D109<br>JANITORIAL                              | 1               |
| D110                             | D110<br>RESTROOM<br>(FEMALE HCP PICTOGRAM)      | 1               |
| D113                             | D113<br>LIGHT WELL                              | 1               |
| D115                             | D115<br>VESTIBULE                               | 3               |
| D116                             | D116<br>DAYROOM                                 | 2               |
| D122                             | D122<br>MECHANICAL                              | 1               |

**SPECIALTIES**

**DIVISION 10  
Section 10426**

|      |                                                 |   |
|------|-------------------------------------------------|---|
| D181 | D181<br>ELECTRICAL                              | 1 |
| D184 | D184<br>MECHANICAL                              | 1 |
| D186 | D186<br>CORRIDOR                                | 2 |
| D191 | D191<br>DAYROOM                                 | 2 |
| D193 | D193<br>RESTROOM<br>(MALE/FEMALE HCP PICTOGRAM) | 1 |
| D194 | D194<br>GUARD                                   | 1 |
| D195 | D195<br>LIGHT WELL                              | 1 |

**BUILDING E**

| <u>Architectural Room Number</u> | <u>Number/Text Required</u>                | <u>Quantity</u> |
|----------------------------------|--------------------------------------------|-----------------|
| E101                             | E101<br>GIRLS' GYM                         | 4               |
| E102                             | E103<br>STORAGE                            | 1               |
| E103                             | E103<br>ELECTRICAL                         | 1               |
| E104                             | E104<br>STORAGE                            | 1               |
| E106                             | E106<br>RESTROOM<br>(FEMALE HCP PICTOGRAM) | 1               |
| E108                             | E108<br>JANITORIAL                         | 1               |
| E112                             | E112<br>RESTROOM<br>(FEMALE HCP PICTOGRAM) | 1               |
| E114                             | E114<br>JANITORIAL                         | 1               |

**SPECIALTIES****DIVISION 10  
Section 10426**

|      |                                                 |   |
|------|-------------------------------------------------|---|
| F120 | F120<br>MASTER COURT                            | 1 |
| F121 | F121<br>CORRIDOR                                | 2 |
| F123 | F123<br>EXIT ONLY                               | 1 |
| F124 | F124<br>CORRIDOR                                | 1 |
| F125 | F125<br>DELIBERATION                            | 1 |
| F126 | F126<br>RESTROOM<br>(MALE/FEMALE HCP PICTOGRAM) | 1 |
| F128 | F128<br>JURY BOX                                | 1 |
| F129 | F129<br>MASTER COURT                            | 1 |
| F130 | F130<br>STORAGE                                 | 1 |
| F131 | F131<br>STORAGE                                 | 2 |
| F132 | F132<br>CONFERENCE                              | 1 |
| F133 | F133<br>RESTROOM<br>(MALE/FEMALE HCP PICTOGRAM) | 1 |
| F135 | F135<br>JUDGE'S CHAMBER                         | 1 |
| F136 | F136<br>RESTROOM<br>(MALE/FEMALE HCP PICTOGRAM) | 1 |
| F137 | F137<br>LAVATORY                                | 1 |
| F138 | F138<br>OFFICE                                  | 1 |
| F139 | F139<br>OFFICE                                  | 1 |

**SPECIALTIES****DIVISION 10  
Section 10426**

|      |                        |   |
|------|------------------------|---|
| F163 | F163<br>CORRIDOR       | 1 |
| F165 | F165<br>OFFICE         | 1 |
| F166 | F166<br>STORAGE        | 1 |
| F167 | F167<br>MECHANICAL     | 1 |
| F168 | F168<br>JANITORIAL     | 1 |
| F169 | F169<br>OFFICE         | 1 |
| F170 | F170<br>ELECTRICAL     | 1 |
| F171 | F171<br>DETENTION      | 1 |
|      | F171<br>ADMINISTRATION | 1 |
| F172 | F172<br>STORAGE        | 1 |
| F173 | F173<br>CORRIDOR       | 2 |
| F174 | F174<br>CORRIDOR       | 1 |
| F175 | F175<br>OFFICE         | 1 |
| F176 | F176<br>OFFICE         | 1 |
| F177 | F177<br>OFFICE         | 1 |
| F178 | F178<br>STORAGE        | 1 |
| F180 | F180<br>OFFICE         | 1 |
| F181 | F181<br>OFFICE         | 1 |

**SPECIALTIES****DIVISION 10  
Section 10426**

|      |                                                 |   |
|------|-------------------------------------------------|---|
| F199 | F199<br>OFFICE                                  | 1 |
| F200 | F200<br>OFFICE                                  | 1 |
| F201 | F201<br>OFFICE                                  | 1 |
| F202 | F202<br>OFFICE                                  | 1 |
| F203 | F203<br>OFFICE                                  | 1 |
| F204 | F204<br>EXIT ONLY                               | 1 |
| F205 | F205<br>CHIEF JUVENILE<br>PROBATION OFFICER     | 1 |
| F206 | F206<br>RESTROOM<br>(MALE/FEMALE HCP PICTOGRAM) | 1 |
| F207 | F207<br>STORAGE                                 | 1 |
| F209 | F209<br>OFFICE                                  | 1 |
| F210 | F210<br>OFFICE                                  | 1 |
| F211 | F211<br>OFFICE                                  | 1 |
| F212 | F212<br>OFFICE                                  | 1 |
| F213 | F213<br>RESTROOM<br>(FEMALE HCP PICTOGRAM)      | 1 |
| F215 | F215<br>MECHANICAL                              | 1 |
| F217 | F217<br>RESTROOM<br>(MALE HCP PICTOGRAM)        | 1 |



**SPECIALTIES****DIVISION 10  
Section 10426**

|      |                                            |   |
|------|--------------------------------------------|---|
| F240 | F240<br>RESTROOM<br>(MALE HCP PICTOGRAM)   | 1 |
| F241 | F241<br>RESTROOM<br>(FEMALE HCP PICTOGRAM) | 1 |
| F218 | F218<br>JANITORIAL                         | 1 |
| F242 | F242<br>OFFICE                             | 1 |
| F244 | F244<br>OFFICE                             | 1 |
| F245 | F245<br>CONFERENCE                         | 1 |
| F246 | F246<br>OFFICE                             | 1 |
| F247 | F247<br>OFFICE                             | 1 |
| F248 | F248<br>OFFICE                             | 1 |
| F250 | F250<br>OFFICE                             | 1 |
| F251 | F251<br>OFFICE                             | 1 |
| F252 | F252<br>OFFICE                             | 1 |
| F253 | F253<br>OFFICE                             | 1 |
| F254 | F254<br>OFFICE                             | 1 |
| F255 | F255<br>OFFICE                             | 1 |
| F258 | F255<br>OFFICE                             | 1 |
| F260 | F260<br>MECHANICAL                         | 1 |

**DIVISION 11 - EQUIPMENT**

The General Conditions, Supplementary Conditions, and General Requirements are a part of this division as if herein included.

**SECTION 11195 - SAFETY PADDING**

**PART 1 – GENERAL CONDITIONS**

**1.1 Scope**

- (A) Provide all labor and material required to furnish and install protection padding (walls, floors, concrete bunk, doors, frames and ceilings) in holding cells C118 and C182 as indicated in drawings and specified herein
- (B) Submit typical shop drawings showing details, thickness of materials and typical requirements.
- (C) Submit three (3) samples – minimum of 3"x3" in size – for approval and acceptance of protective padding system for use in safety cells, seclusion rooms and time-out rooms.
- (D) Submit two (2) copies of the manufacturer's maintenance instructions

**1.2 Guarantees**

- (A) Protective Padding Contractor shall agree to repair or replace any defective material or work for a period of one (1) year from the date of project completion. This guarantee shall also include any loss of adhesion, resiliency or delaminating. This guarantee does not cover the damage caused by sharp or burning objects. Guarantee for this work shall be signed the Protective Padding Contractor

**1.3 Qualifications**

- (A) Because of the special nature of the work specified within this section, persons, firms or corporations desiring to bid on this section of work must meet the following requirements:
  - (1) Have a minimum of five (5) years experience in the fabrication and installation of protective padding or work similar to that which is described herein.
  - (2) Have ten (10) successful installations of protective padding in detention facilities.

**PART 2 – MATERIALS AND PRODUCTS**

**2.1 General**

- (A) Protective padding material shall be a synthetic resinous material. Substitutions of a closed cell polyvinyl chloride or other types of polyvinyl chloride surfacing material will not be permitted. Protective padding meeting the following requirements and approved for use is Gold Medal Safety Padding as manufactured by Marathon Engineering Corporation, PO Box 310, Mountain Ranch, California 95246, (209) 754-5121, [www.goldmedalsafetypadding.com](http://www.goldmedalsafetypadding.com)
- (B) All vertical panels shall be prefabricated. The panels are to be 1" nominal thickness Gold Medal Safety Padding bonded on Oriented Strand Board 7/16" thickness, making the wall panels a total of 1-1/2" thick.
- (C) The door jambs shall be 1/2" thickness Gold Medal Safety Padding with a durometer of 60 plus or minus 5, for a total of 1" thickness on door jambs.
- (D) All floor panels shall be prefabricated. The panels are to be 3/4" Gold Medal Safety Padding bonded on Oriented Strand Board 7/16" thickness, for a nominal thickness of 1-1/4"

**2.2 Properties**

- (A) In addition to meeting the minimum physical properties when cured, protective padding must contain a flame spread and smoke index which when tested in accordance with

## DIVISION 12 - FURNISHINGS

The General Conditions, Supplementary Conditions, and General Requirements are a part of this division as if herein included.

## SECTION 12510 - OFFICE FURNITURE

Provide and install the following furniture as manufactured by Texas Correctional Industries or approved equal. Refer to included drawings for furniture locations.

| FURNITURE LIST |                                                     |     |
|----------------|-----------------------------------------------------|-----|
| LABEL          | DESCRIPTION                                         | QTY |
| C-1            | SECRETARIAL CHAIR - EUROANALYST                     | 93  |
| C-2            | NOT USED                                            |     |
| C-3            | HIGH-DENSITY STACKABLE CHAIRS-UPHOLSTERED           | 261 |
| C-3            | HIGH-DENSITY STACKABLE CHAIRS-PLAIN                 | 188 |
| C-4            | REGULAR EXECUTIVE CHAIR-SAM HOUSTON SERIES          | 7   |
| C-5            | SOFA, 3 PLACE, TRADITIONAL STYLE                    | 2   |
| C-6            | NOT USED                                            |     |
| C-7            | NOT USED                                            |     |
| C-8            | CLUB CHAIR - SAM HOUSTON SERIES                     | 34  |
| C-9            | ARM CHAIR - SAM HOUSTON SERIES                      | 2   |
| C-10           | LARGE EXECUTIVE CHAIR - SAM HOUSTON SERIES          | 1   |
| D-1            | NOT USED                                            |     |
| D-2            | CRT DESK W/ CRT RETURN - STEPHEN F. AUSTIN          | 48  |
| D-3            | COMPUTER TABLE - SAM HOUSTON SERIES                 | 8   |
| D-4            | JUNIOR EXECUTIVE DESK - SAM HOUSTON SERIES          | 7   |
| D-5            | JUNIOR CREDENZA - SAM HOUSTON SERIES                | 7   |
| D-6            | SENIOR EXECUTIVE DESK - SAM HOUSTON SERIES          | 1   |
| D-7            | SENIOR CREDENZA - SAM HOUSTON SERIES                | 2   |
| T-1            | SICO TC-65 MOBILE FOLDING TABLE                     | 12  |
| T-2            | 72"x36" CONFERENCE TABLES - STEPHEN F. AUSTIN       | 4   |
| T-3            | 4 MAN DINING ROOM TABLE                             | 29  |
| T-4            | 4 MAN DINING ROOM TABLE - ADA                       | 15  |
| T-5            | ROUND COFFEE TABLE, TRADITIONAL STYLE               | 4   |
| T-6            | 30" X 96" CUSTOM COUNSEL TABLE - SAM HOUSTON SERIES | 2   |
| T-7            | NOT USED                                            |     |
| T-8            | 60" DIA ROUND CONFERENCE TABLE - SAM HOUSTON SERIES | 1   |
| T-9            | ALL PURPOSE TABLES - 60" WIDE X 18" DEEP            | 6   |
| T-10           | ALL PURPOSE TABLES - 72" WIDE X 18" DEEP            | 2   |
| B-1            | BOOKCASE 48 In. HEIGHT                              | 65  |
| B-2            | BOOKCASE HUTCH - DOUBLE WIDE                        | 9   |
| B-3            | BOOKCASE 70 In. HEIGHT                              | 14  |
| B-4            | BOOKCASE 30" HEIGHT W/ DOORS - SAM HOUSTON SERIES   | 1   |

3'-0"

2'-0"

NOTE: 1. BUILDING PLAQUE  
CAST IN BRONZE

2. LETTERS &  
NUMBERS POLISHED.



## JUVENILE BOARD-

**MARIO E. RAMIREZ, Jr.**

*Oversight*

Judge, 332nd District Court

**HORACIO PEÑA**

Judge, 92nd District Court

**† EDWARD G. APARICIO**

Judge, 92nd District Court

**RUDY DELGADO**

Judge, 93rd District Court

**BOBBY FLORES**

Judge, 139th District Court

**ROSE GUERRA REYNA**

Judge, 206th District Court

**JUAN R. PARTIDA**

Judge, 275th District Court

**NOE GONZALEZ**

Judge, 370th District Court

**LETICIA LOPEZ**

Judge, 339th District Court

**AIDA SALINAS FLORES**

Judge, 398th District Court

**RAMON GARCIA**

Hidalgo County Judge

## -COMMISSIONERS' COURT-

**RAMON GARCIA**

Hidalgo County Judge

**SYLVIA HANDY**

County Commissioner, Precinct 1

**HECTOR "TITO" PALACIOS**

County Commissioner, Precinct 2

**JOE M. FLORES**

County Commissioner, Precinct 3

**OSCAR GARZA, Jr.**

County Commissioner, Precinct 4

## -JUVENILE JUSTICE CENTER-

**ISRAEL "BUDDY" SILVA, Jr.**

Director  
Chief Juvenile Probation Officer

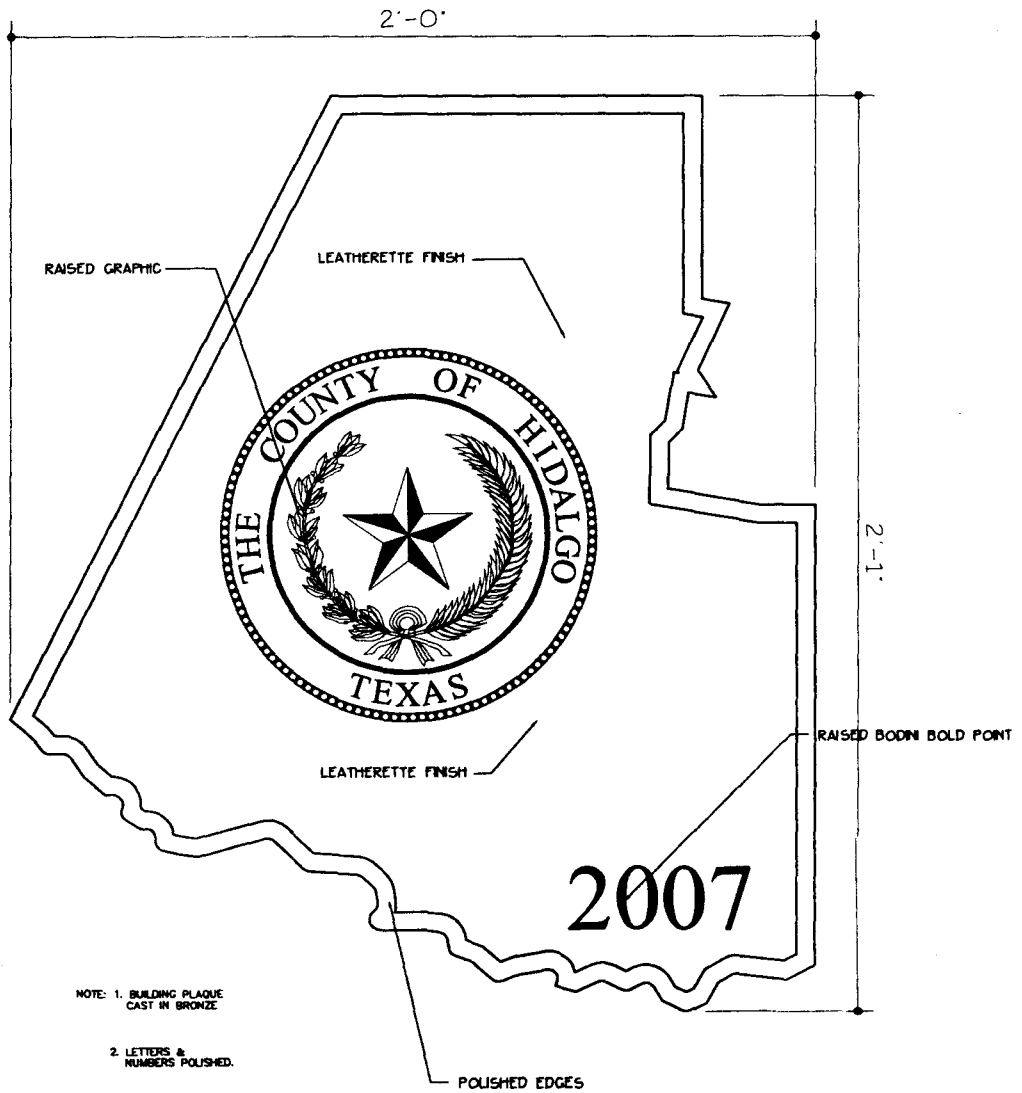
LEATHERETTE FINISH

GENERAL CONTRACTOR: DESCON CONSTRUCTION, L.P.

**V·A Architecture**  
*Vargas and Associates Architects*

RAISED LETTERS + NUMBERS





© All rights reserved.  
2007

5-2  
4



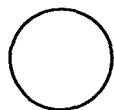
**V·A Architecture**  
Vargas & Associates 2029 Industrial Drive McAllen, Texas 78504 (956) 631-3242

JUVENILE  
JUSTICE CENTER  
FOR  
HIDALGO COUNTY  
EDINBURG, TEXAS

These drawings and specifications are not valid unless the project is by V·A Architecture. They may not be used, reproduced or altered in any way, shape or form without prior written approval and with appropriate compensation to V·A Architecture.

JOB NO. 00-000  
DATE  
REVISED BY  
10/14/07

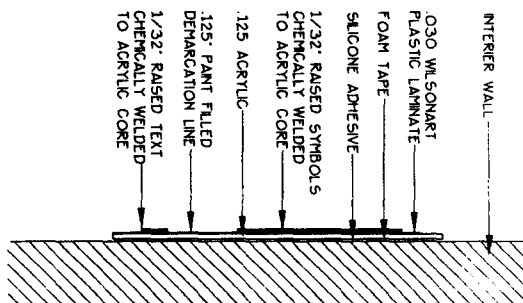
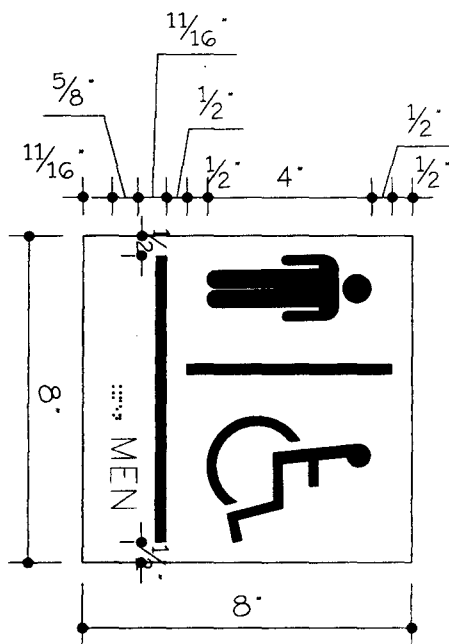
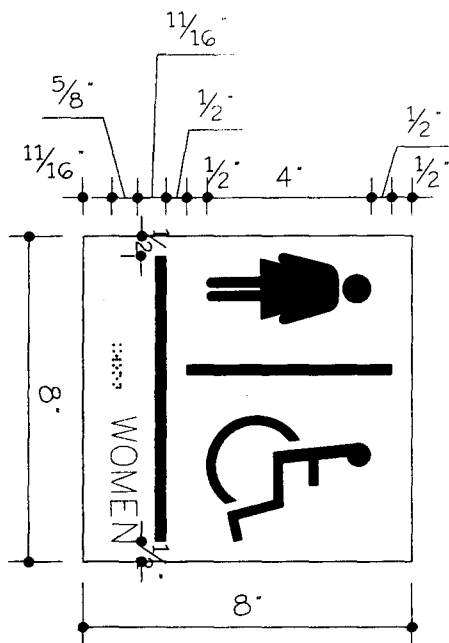
V·A Architecture



ADA RESTROOM SIGNAGE

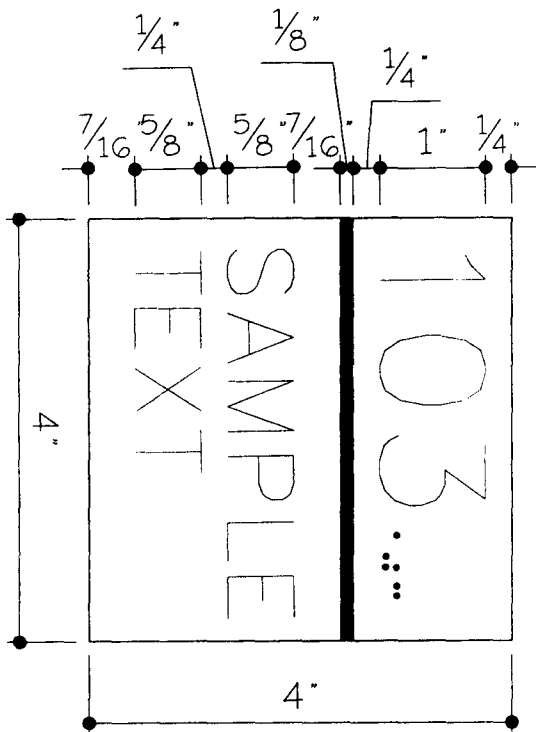
SCALE: 3" = 1'-0"

1D000199

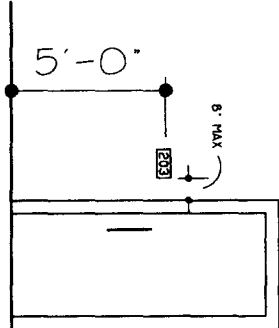


© All rights reserved.  
Date





ADA ROOM NUMBER SIGNAGE  
SCALE: 1" = 1'  
TD000197



NOTE: MOUNTING HEIGHT AND LOCATION, ROOM IDENTIFICATION SIGNS SHALL BE MOUNTED ON THE WALL SURFACE ON THE HANDLE SIDE OF DOORS AT APPROXIMATELY 60 INCHES ABOVE THE FLOOR AND WITHIN 6 INCHES FROM THE OUTSIDE EDGE OF THE DOOR FRAME. SEE FIG. 1 WHERE IT IS APPROPRIATE FOR TACTILE SIGNAGE TO BE USED FOR PURPOSES OTHER THAN ROOM OR SPACE IDENTIFICATION. THE CHARACTERS AND SYMBOLS SHALL BE PLACED TO THE LEFT OF THE FEATURE TO BE IDENTIFIED.

TYPICAL ROOM I.D. SIGN PLACEMENT DIM.  
SCALE: NONE  
TD000012

© All rights reserved  
Date

**FURNITURE LIST**  
**FOR THE**  
**JUDGE MARIO E. RAMIREZ, JR.**  
**JUVENILE JUSTICE CENTER**

**EDINBURG, TEXAS**

**01-1001**

**10/24/2006**



## FURNITURE LIST

| <b>LABEL</b> | <b>DESCRIPTION</b>                                  | <b>QTY</b> |
|--------------|-----------------------------------------------------|------------|
| C-1          | SECRETARIAL CHAIR - EUROANALYST                     | 93         |
| C-2          | NOT USED                                            |            |
| C-3          | HIGH-DENSITY STACKABLE CHAIRS-UPHOLSTERED           | 261        |
| C-3          | HIGH-DENSITY STACKABLE CHAIRS-PLAIN                 | 188        |
| C-4          | REGULAR EXECUTIVE CHAIR-SAM HOUSTON SERIES          | 7          |
| C-5          | SOFA, 3 PLACE, TRADITIONAL STYLE                    | 2          |
| C-6          | NOT USED                                            |            |
| C-7          | NOT USED                                            |            |
| C-8          | CLUB CHAIR – SAM HOUSTON SERIES                     | 34         |
| C-9          | ARM CHAIR – SAM HOUSTON SERIES                      | 2          |
| C-10         | LARGE EXECUTIVE CHAIR – SAM HOUSTON SERIES          | 1          |
| D-1          | NOT USED                                            |            |
| D-2          | CRT DESK W/ CRT RETURN – STEPHEN F. AUSTIN          | 48         |
| D-3          | COMPUTER TABLE – SAM HOUSTON SERIES                 | 8          |
| D-4          | JUNIOR EXECUTIVE DESK – SAM HOUSTON SERIES          | 7          |
| D-5          | JUNIOR CREDENZA – SAM HOUSTON SERIES                | 7          |
| D-6          | SENIOR EXECUTIVE DESK – SAM HOUSTON SERIES          | 1          |
| D-7          | SENIOR CREDENZA – SAM HOUSTON SERIES                | 2          |
| T-1          | SICO TC-65 MOBILE FOLDING TABLE                     | 12         |
| T-2          | 72"x36" CONFERENCE TABLES – STEPHEN F. AUSTIN       | 4          |
| T-3          | 4 MAN DINING ROOM TABLE                             | 29         |
| T-4          | 4 MAN DINING ROOM TABLE – ADA                       | 15         |
| T-5          | ROUND COFFEE TABLE, TRADITIONAL STYLE               | 4          |
| T-6          | 30" X 96" CUSTOM COUNSEL TABLE – SAM HOUSTON SERIES | 2          |
| T-7          | NOT USED                                            |            |
| T-8          | 60" DIA ROUND CONFERENCE TABLE – SAM HOUSTON SERIES | 1          |
| T-9          | ALL PURPOSE TABLES – 60" WIDE X 18" DEEP            | 6          |
| T-10         | ALL PURPOSE TABLES – 72" WIDE X 18" DEEP            | 2          |
| B-1          | BOOKCASE 48 In. HEIGHT                              | 65         |
| B-2          | BOOKCASE HUTCH – DOUBLE WIDE                        | 9          |
| B-3          | BOOKCASE 70 In. HEIGHT                              | 14         |
| B-4          | BOOKCASE 30" HEIGHT W/ DOORS – SAM HOUSTON SERIES   | 1          |

SALLYPORT

A101

EXAM  
ROOM

A104

POLICE

A103

VEST.

A102

HOLD.

A108

HOLD.

A110

HOLD.

A111

VEST.

A113

MECH.

A114

YARD  
STORAGE

A151

CORR.

A107

HOLD.

A119

HOLD.

A117

HOLD.

A116

OFFICE

A135

BOY'S  
INTAKE

A138

VEST.

A137

VEST.

A121

CORR.

A120

GIRL'S  
INTAKE

A122

OFFICE

A134

60 LB.  
WASHER

60 LB.  
WASHER

75 LB.  
DRYER

75 LB.  
DRYER

75 LB.  
DRYER

LAUNDRY

A148

SOILED

A147

CLEANED

A149

CORR.

A150

A

# AREA 'A' FLOOR PLAN

SCALE: 3/32" = 1'-0"

0001FLO1-MODEL

NORTH

© ALL RIGHTS RESERVED  
DATE: 10-24-08

SHEET  
AREA A



**V-A Architecture**

Yorgio A. Associates 2028 Industrial Drive McAllen, Texas 78501 (361) 431-2242

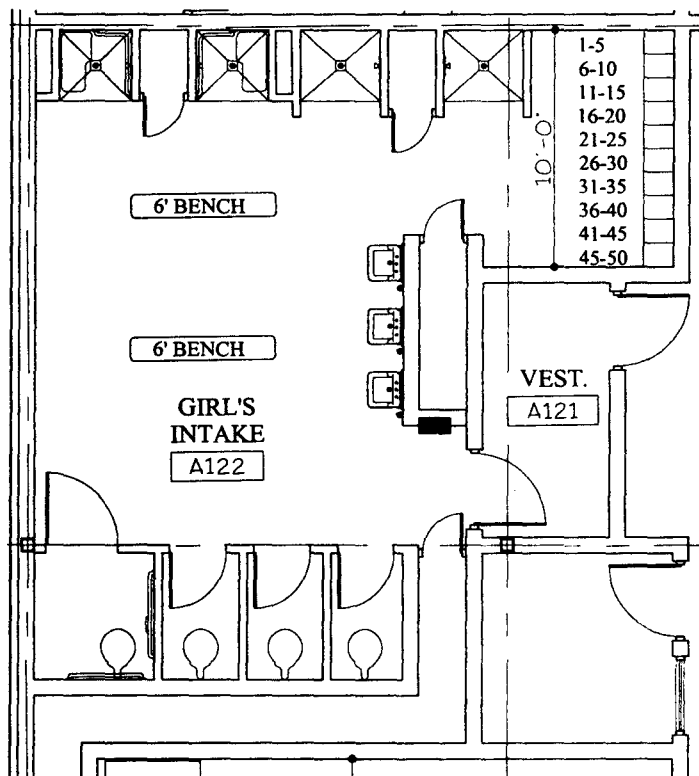
**JUVENILE  
JUSTICE CENTER**

HIDALGO COUNTY  
EDINBURG, TEXAS

These drawings and  
specifications are and shall  
remain the property of  
V-A Architecture. They may not  
be used, reproduced or  
transmitted in any way except as  
expressly permitted in writing  
without prior written  
approval and with appropriate  
compensation.

V-A Architecture

JOB NO. 00-1001  
DATE: 10-24-08  
REVISIONS:  
DRAWN BY:



## GIRL'S INTAKE A-122

2 - 6' LOCKER ROOM BENCHES  
10 - 5 TIER LOCKERS

© ALL RIGHTS RESERVED  
DATE: 10-24-06

SHEET

A 01

OF



**V.A. Architecture**

Verge & Associates 2020 Industrial drive McAllen, Texas 78501 (956) 831-2942

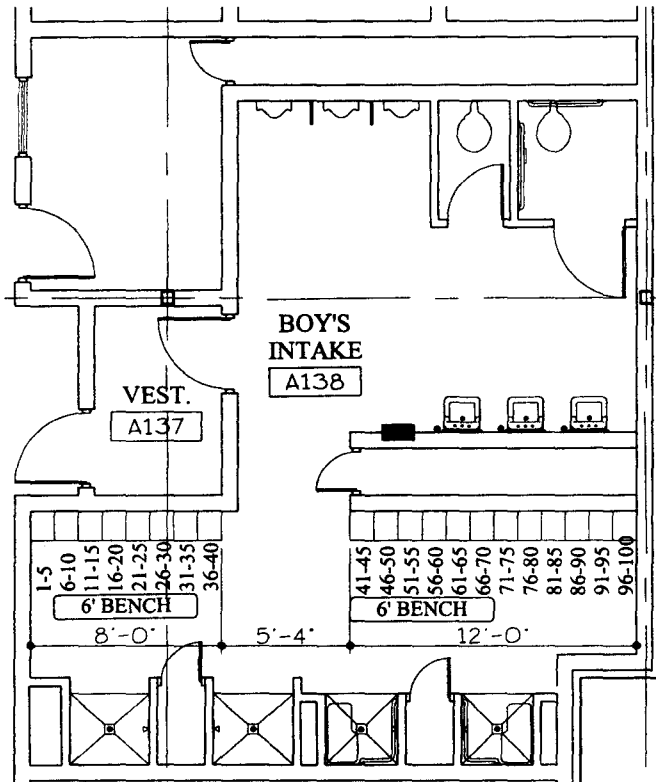
**JUVENILE  
JUSTICE CENTER**

HIDALGO COUNTY  
EDINBURG, TEXAS

These drawings and specifications are and shall remain the property of V.A. Architecture. They may not be reused, reproduced or altered in any way, shape or form without prior written approval and with appropriate compensation.

V.A. Architecture

JOB NO. 00-1001  
DATE: 10-24-06  
REVISIONS:  
DRAWN BY:



## BOY'S INTAKE A-138

2 - 6' LOCKER ROOM BENCHES  
20 - 5 TIER LOCKERS

© ALL RIGHTS RESERVED  
DATE: 10-24-08

SHEET

A-02



**V.A. Architecture**

Vargas & Associates 2028 Industrial Drive McAllen, Texas 78501 (956) 831-2242

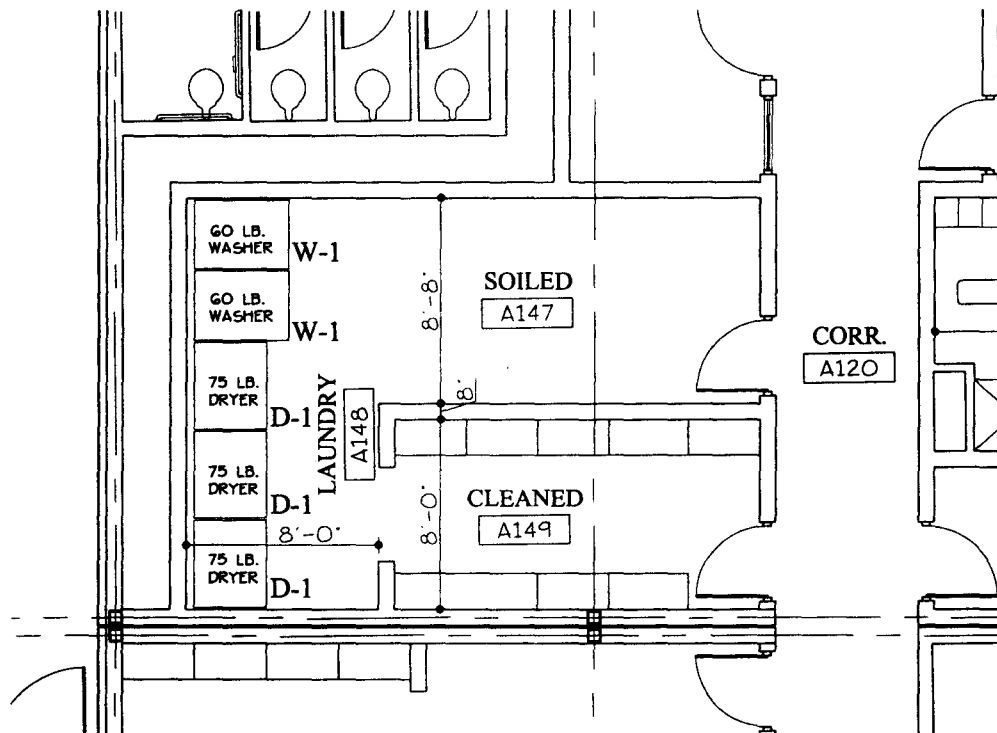
**JUVENILE  
JUSTICE CENTER**

OR  
HIDALGO COUNTY  
EDINBURG, TEXAS

These drawings and  
specifications are and shall  
remain the property of  
V.A. Architecture. They may not  
be copied, reproduced or  
altered in any way without  
approval and with appropriate  
compensation.

V.A. Architecture

JOB NO. 00-1001  
DATE: 10-24-08  
REVISIONS:  
DRAWN BY:



## LAUNDRY A-148

- 2 - (W-1) COMMERCIAL WASHER  
3 - (D-1) COMMERCIAL DRYER

© ALL RIGHTS RESERVED  
DATE: 10-24-06

REVIEW  
OF

EQ-01



**V.A. Architecture**

Vargue & Associates 2008 Industrial Drive McAllen, Texas 78501 (361) 831-2842

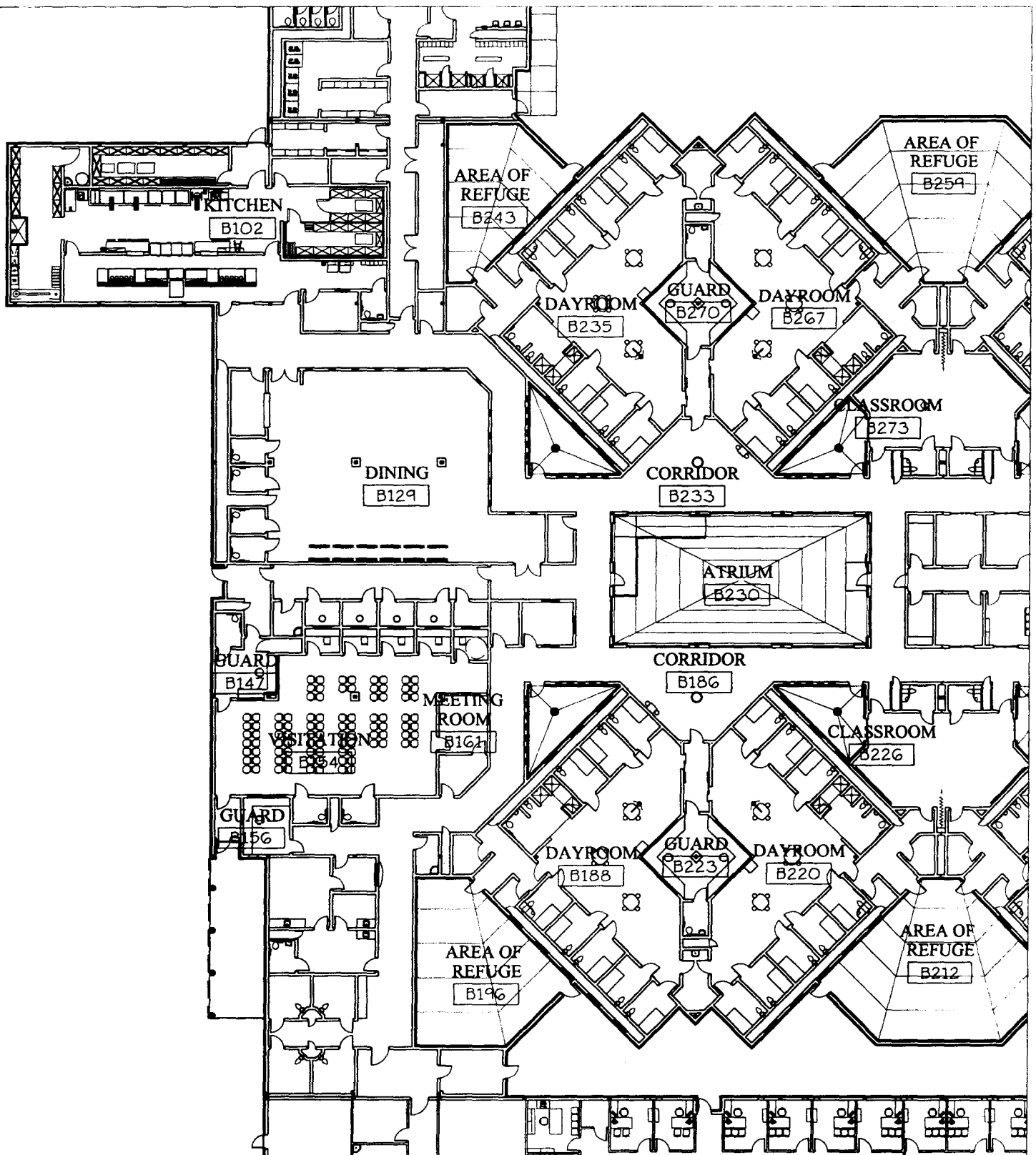
**JUVENILE  
JUSTICE CENTER**

104  
HIDALGO COUNTY  
EDINBURG, TEXAS

These drawings and specifications are and shall remain the property of V.A. Architecture. They may not be copied, reproduced or altered in any way, shape or form without prior written approval and the appropriate compensation.

VA Architecture

JOB NO. 00-1001  
DATE: 10-24-06  
REVISIONS  
DRAWN BY:



A

# AREA 'B' FLOOR PLAN

SCALE: 1/32" = 1'-0"  
0001FLO1-MODEL



© ALL RIGHTS RESERVED  
DATE: 10-24-06

SHEET  
OF

AREA B



**V.A. Architecture**

Vargas & Associates 8029 Industrial drive McAllen, Texas 78501 (956) 831-2242

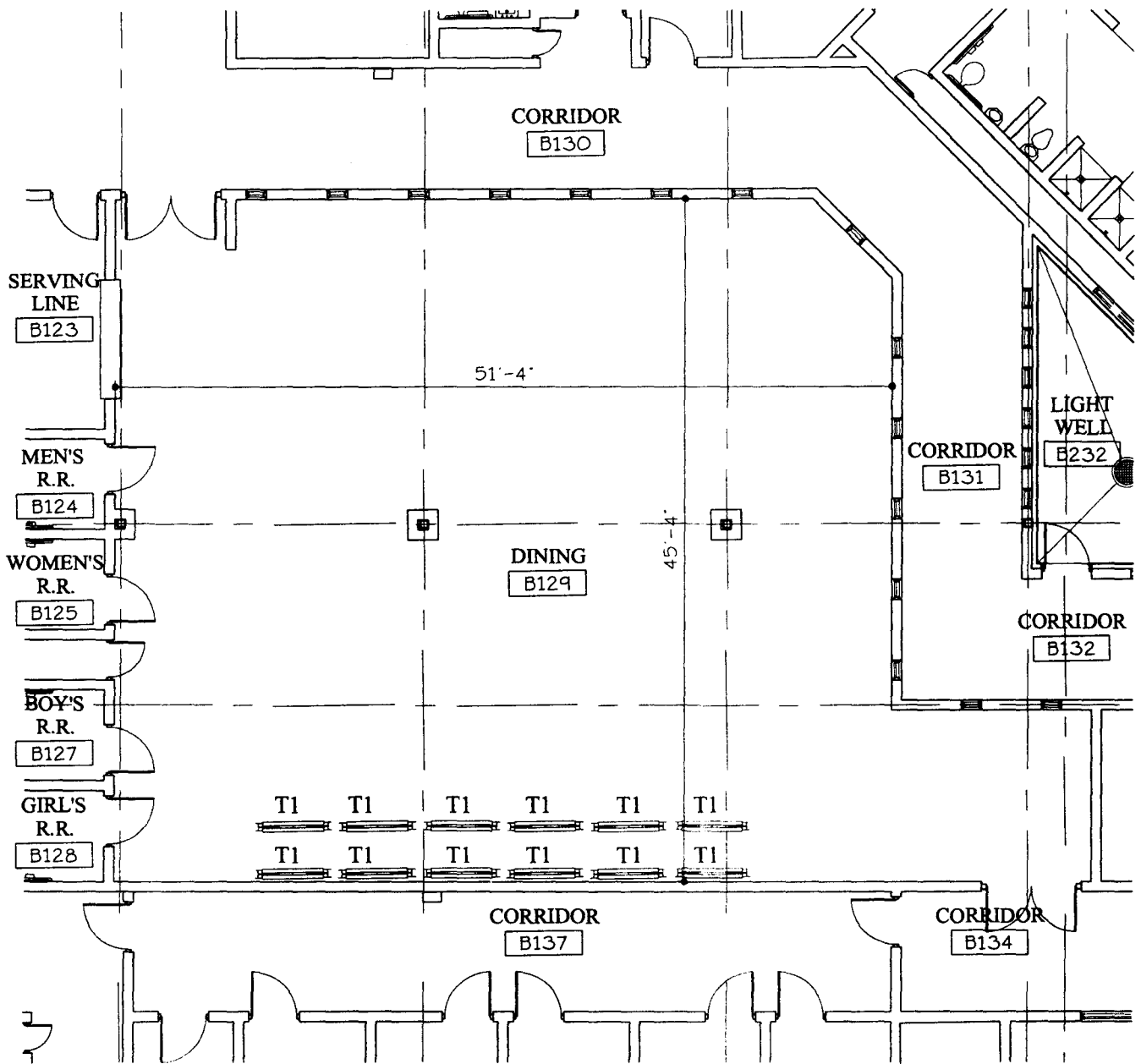
**JUVENILE  
JUSTICE CENTER**

FOR  
HIDALGO COUNTY  
EDINBURG, TEXAS

These drawings and specifications are and shall remain the property of V.A. Architecture, Inc. and shall not be used, reproduced, or altered in any form without prior written permission.

V.A. Architecture

JOB NO. 00-1001  
DATE: 10-24-06  
REVISIONS  
DRAWN BY:



## DINING B-129

12 - (T1) FOLDING DINING TABLES

© ALL RIGHTS RESERVED  
DATE: 10-24-06

SHEET

B-01



**V.A. Architecture**

Vargas & Associates 2028 Industrial drive McAllen, Texas 78501 (956) 851-2242

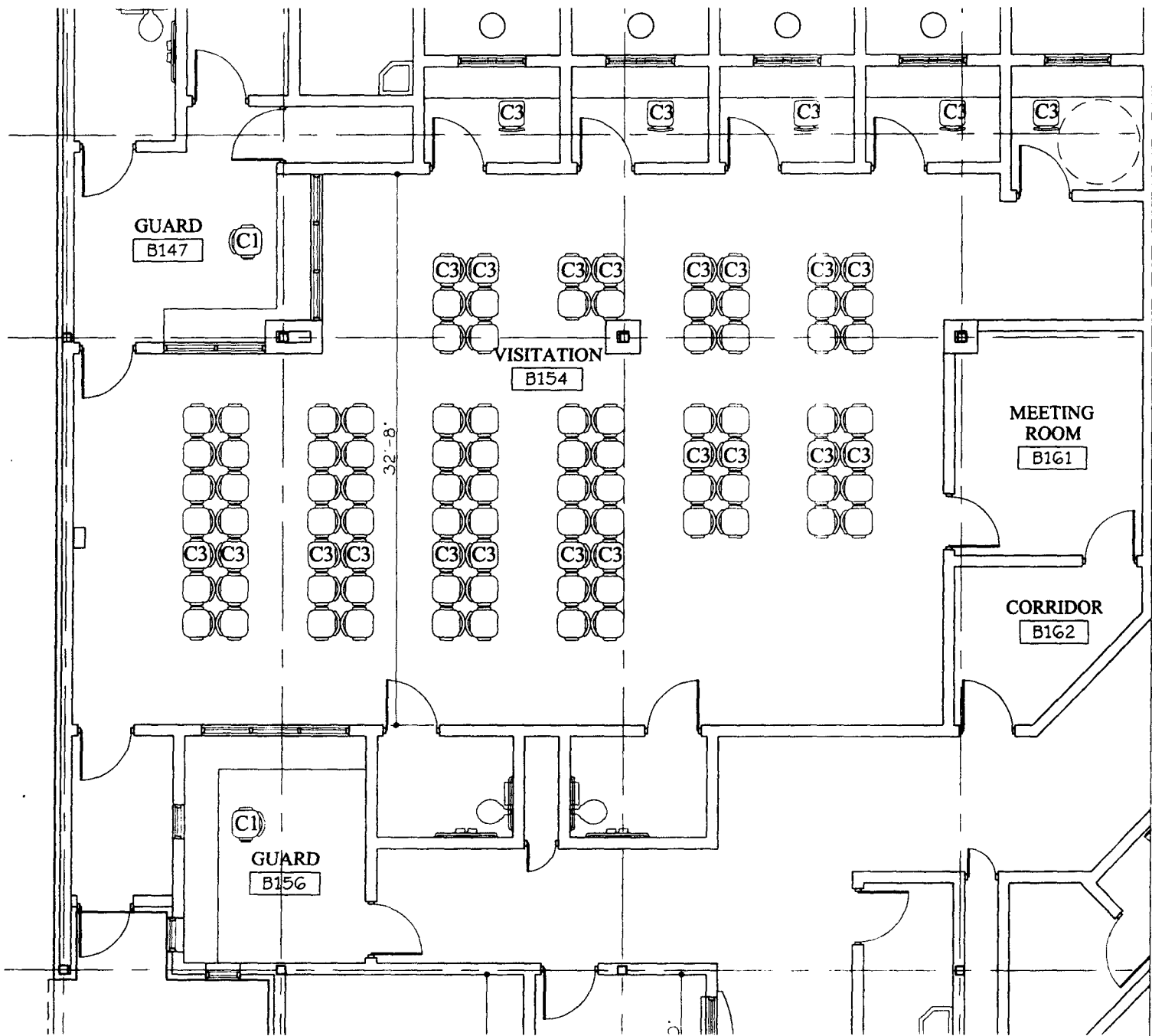
**JUVENILE  
JUSTICE CENTER**

HIDALGO COUNTY  
EDINBURG, TEXAS

These drawings and specifications are and shall remain the property of V.A. Architecture. They may not be reused, reproduced or altered in any way, shape or form without prior written approval and with appropriate compensation.

V.A. Architecture

JOB NO. 00-1001  
DATE: 10-24-06  
REVISIONS:  
DRAWN BY:



### VISITATION #'s B-149, B-150, B-151, B-152

5 - (C3) HIGH DENSITY STACKING CHAIRS - UNUPHOLSTERED

### VISITATION B-154

94 - (C3) HIGH-DENSITY STACKING CHAIRS - UNUPHOLSTERED

### GUARD #'s B-147, B-156

2 - (C1) SECRETARIAL CHAIRS

### MEETING #'s B-161

OWNER FURNISHED FURNITURE

© ALL RIGHTS RESERVED  
DATE: 10-24-06

SHEET

B-02



**V.A. Architecture**

Vargas & Associates 3009 Industrial Drive Houston, Texas 77061 (281) 801-2246

**JUVENILE  
JUSTICE CENTER**

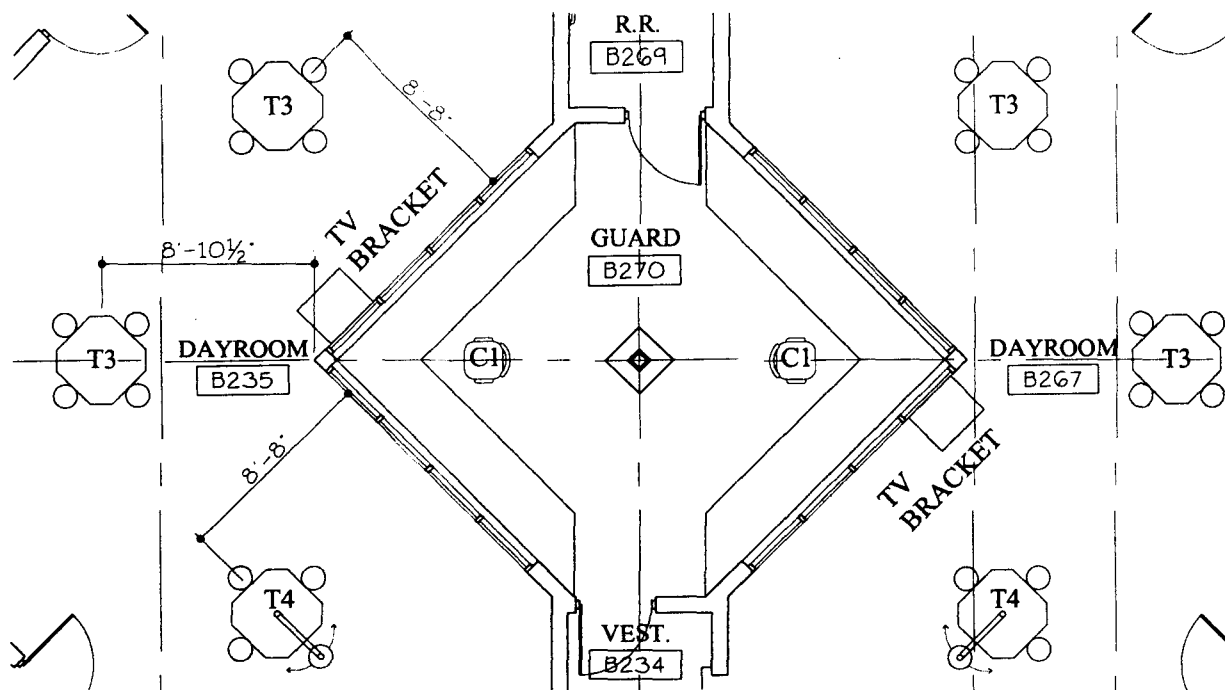
HIDALGO COUNTY  
EDINBURG, TEXAS

Owner, designee and  
specifications are and shall  
remain the property of  
V.A. Architecture. They and not  
be reused, reproduced or  
altered in any way, shape or  
form without prior written  
approval and with appropriate  
representation.

V.A. Architecture

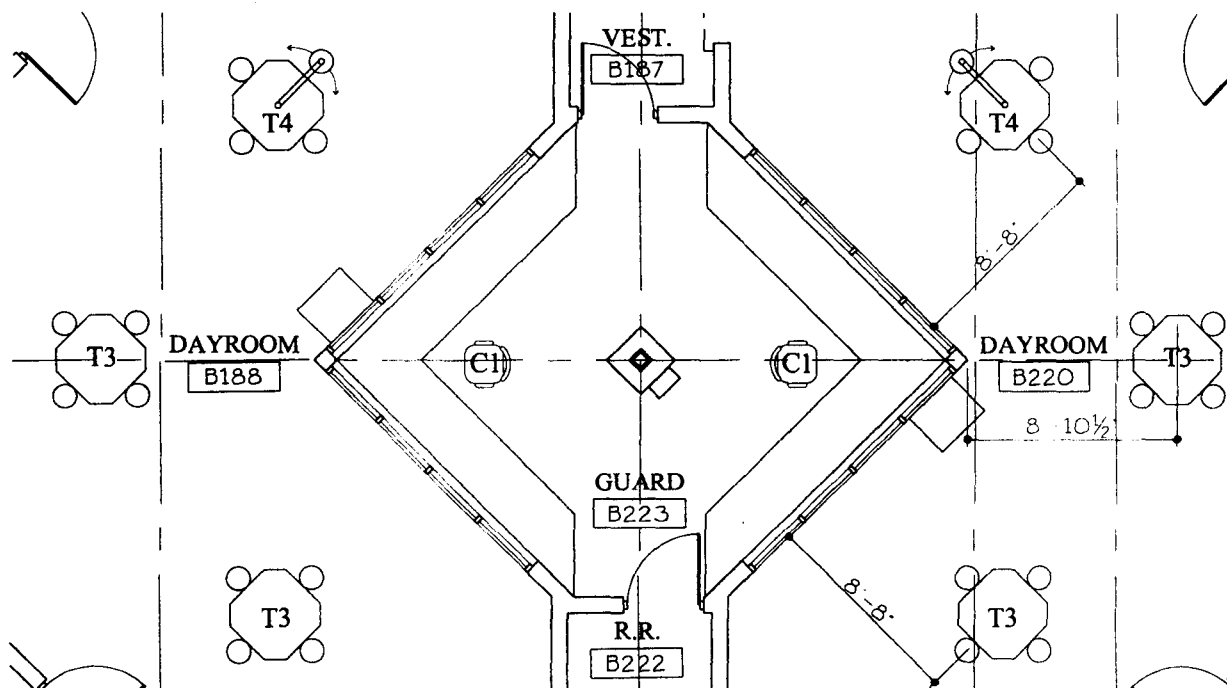
JOB NO. 00 1001  
DATE 10-24-06  
REVISIONS  
DRAWN BY





### GUARD B-270, DAYROOM #'s B-235, B-267

- 4 - (T3) STEEL DINING TABLES
- 2 - (T4) STEEL DINING TABLES (ADA)
- 2 - TV BRACKETS
- 2 - (C1) SECRETARIAL CHAIRS



### GUARD B-223, DAYROOM #'s B-188, B-220

- 4 - (T3) STEEL DINING TABLES
- 2 - (T4) STEEL DINING TABLES (ADA)
- 2 - TV BRACKETS
- 2 - (C1) SECRETARIAL CHAIRS

© ALL RIGHTS RESERVED  
DATE: 10-24-06

SHEET

B-03



**V.A. Architecture**

Vargas & Associates 2028 Industrial Drive McAllen, Texas 78501 (956) 831-2242

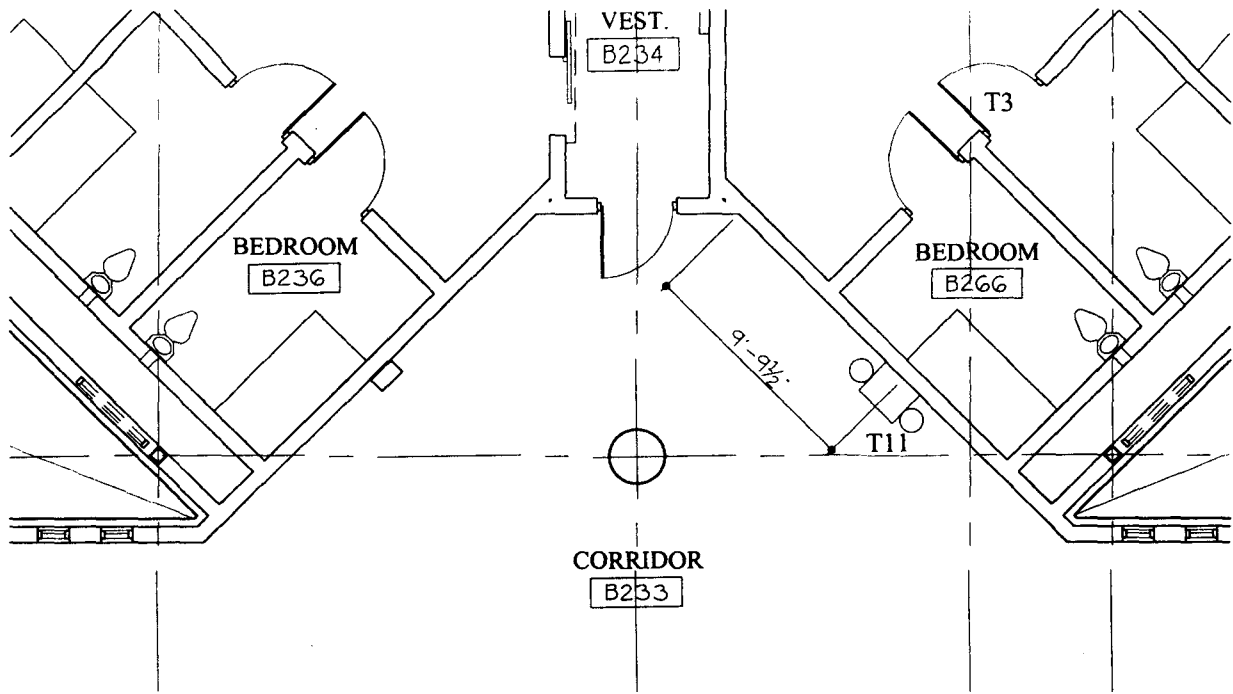
**JUVENILE  
JUSTICE CENTER**

FOR  
HIDALGO COUNTY  
EDINBURG, TEXAS

These drawings and specifications are and shall remain the property of V.A. Architecture. They may not be copied, reproduced or altered in any way shape or form without prior written approval and with appropriate compensation.

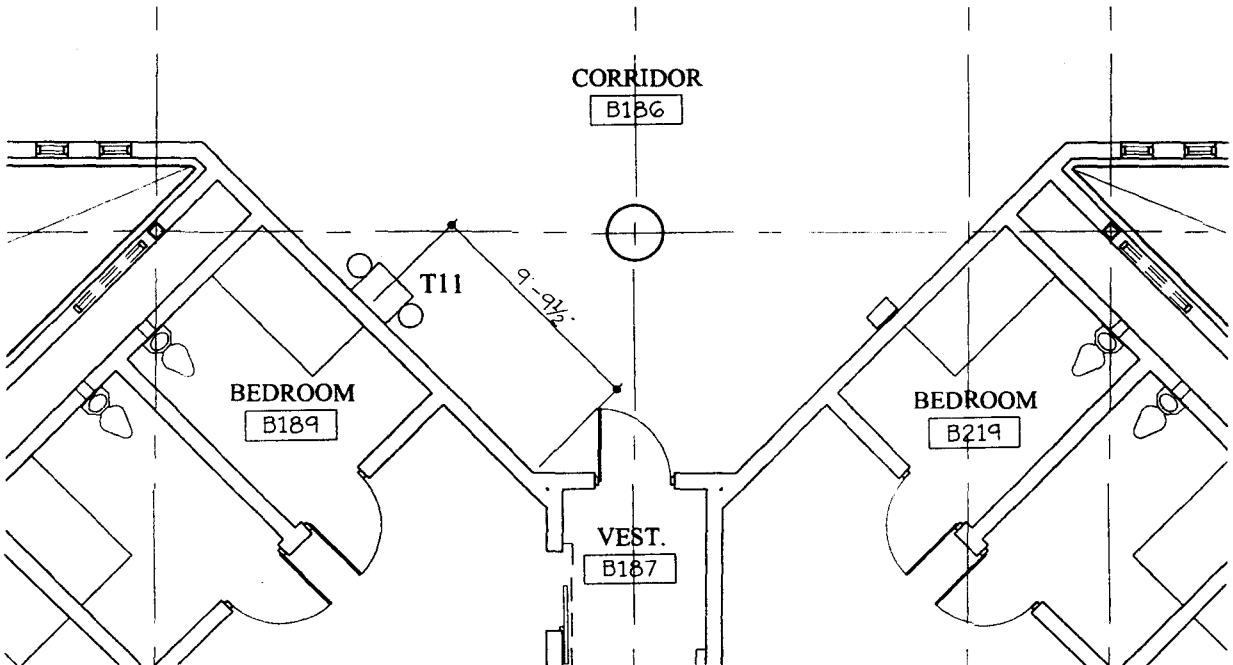
V.A. Architecture

JOB NO. 00-1001  
DATE: 10-24-06  
REVISIONS:  
DRAWN BY:



### CORRIDOR B-233

1 - (T11) COUNSEL TABLE AND TWO STOOLS



### CORRIDOR B-186

1 - (T11) COUNSEL TABLE AND TWO STOOLS

© ALL RIGHTS RESERVED.  
DATE: 10-24-06

SHEET

B-04

OF



**V.A. Architecture**

Vargas & Associates 2029 Industrial Drive McAllen, Texas 78501 (956) 631-2242

**JUVENILE  
JUSTICE CENTER**

FOR

HIDALGO COUNTY  
EDINBURG, TEXAS

These drawings and specifications are and shall remain the property of V.A. Architecture. They may not be reused, reproduced or altered in any way, shape or form without prior written approval and with appropriate compensation.

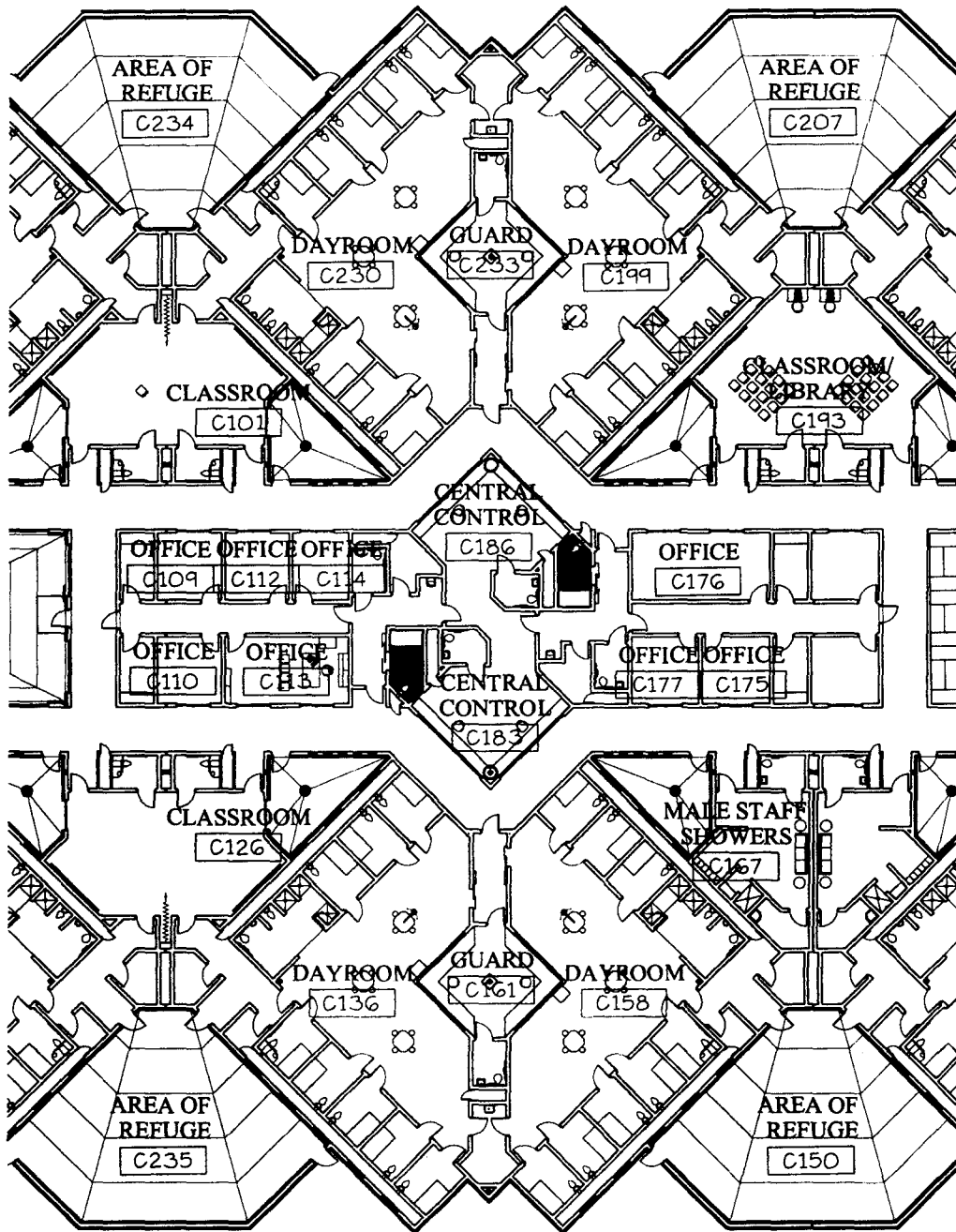
V.A. Architecture

JOB NO. 00-1001

DATE: 10-24-06

REVISIONS:

DRAWN BY:



A

# AREA 'C' FLOOR PLAN

SCALE: 1/32" = 1'-0"  
0001FLO1-MODEL



© ALL RIGHTS RESERVED  
DATE: 10-24-06

SHEET  
OF

AREA C



**V.A. Architecture**

Vargas & Associates 2009 Industrial drive McAllen, Texas 78501 (988) 631-2242

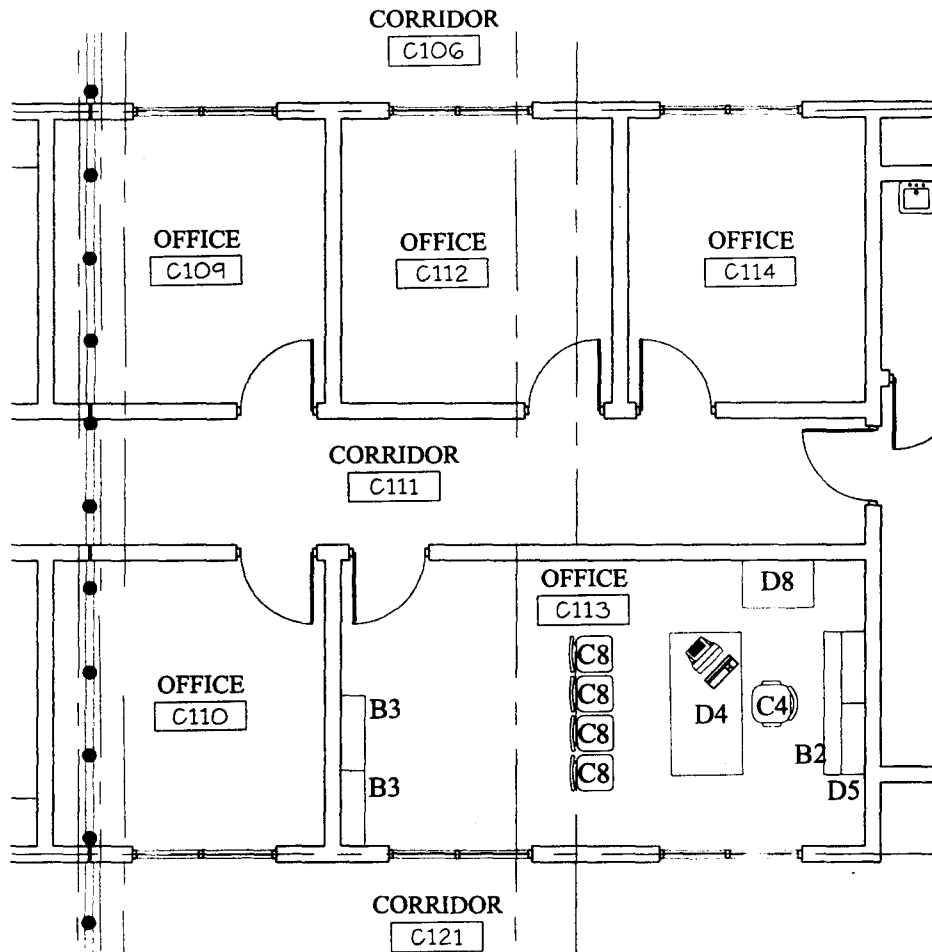
**JUVENILE  
JUSTICE CENTER**

FOR  
HIDALGO COUNTY  
EDINBURG, TEXAS

These drawings and specifications are and shall remain the property of V.A. Architecture. They may not be copied, reproduced or altered in any way shape or form without prior written approval and with appropriate compensation.

V.A. Architecture

JOB NO. 00-1001  
DATE: 10-24-06  
REVISIONS:  
DRAWN BY:



## OFFICE #'s C-109,C-110,C-112,C-114

OWNER FURNISHED FURNITURE

## OFFICE # C-114

- 1 - (C4) REGULAR EXECUTIVE CHAIR - SAM HOUSTON SERIES
- 4 - (C8) CLUB CHAIRS - SAM HOUSTON SERIES
- 1 - (D4) JUNIOR EXECUTIVE DESK - SAM HOUSTON SERIES
- 2 - (B3) 70" HIGH BOOKCASES - SAM HOUSTON SERIES
- 1 - (D5) JUNIOR CREDENZA - SAM HOUSTON SERIES
- 1 - (B2) BOOKCASE HUTCH - DOUBLE WIDE - SAM HOUSTON SERIES
- 1 - (D8) PRINTER TABLE - SAM HOUSTON SERIES

© ALL RIGHTS RESERVED:  
DATE: 10-24-06

SHEET  
OF

C-01



**V.A. Architecture**

Vargas & Associates 2029 Industrial drive McAllen, Texas 78501 (956) 831 2247

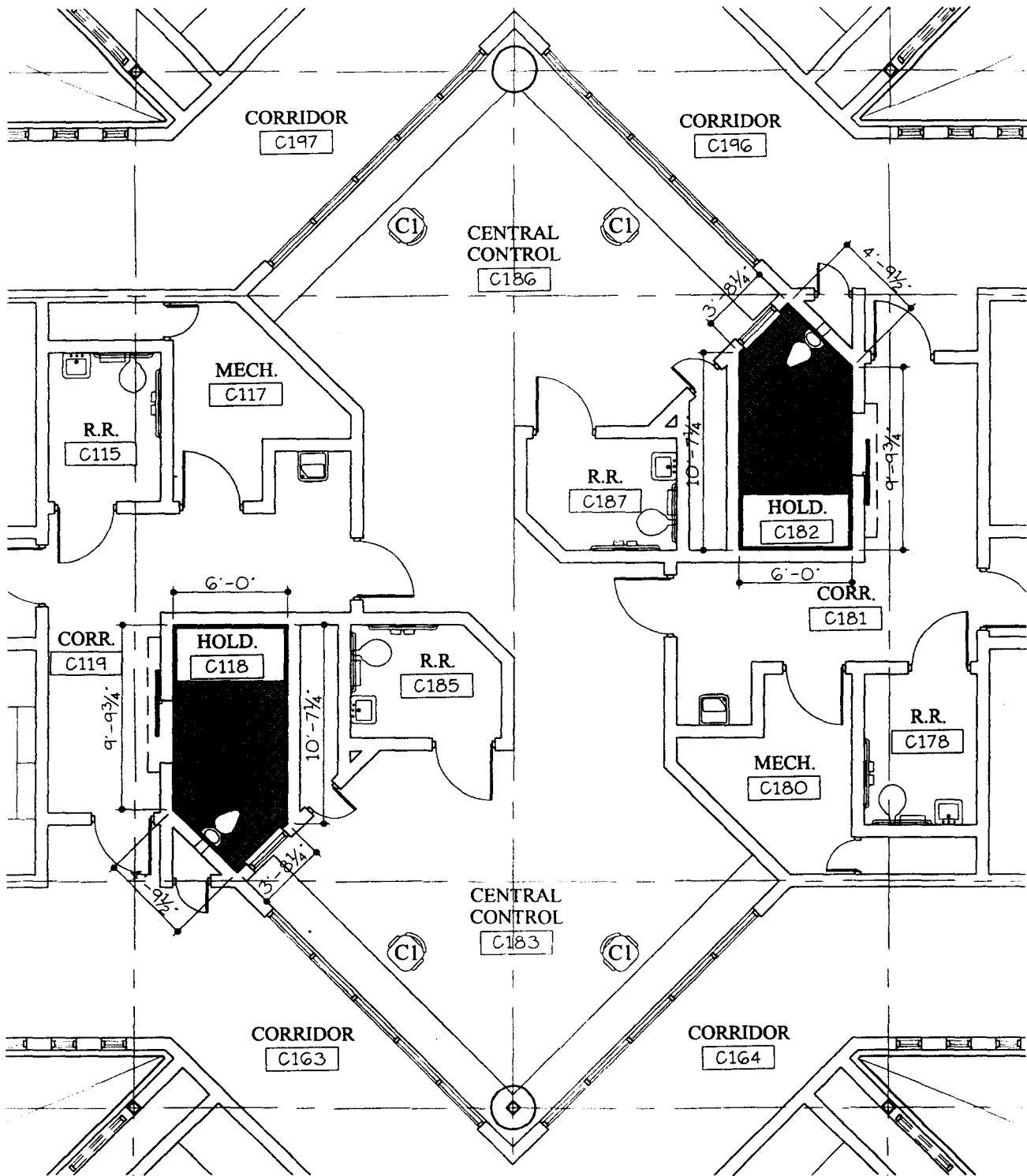
**JUVENILE  
JUSTICE CENTER**

HIDALGO COUNTY  
EDINBURG, TEXAS

These drawings and specifications are and shall remain the property of V.A. Architecture. They may not be reused, reproduced or altered in any way, shape or form without prior written approval and with appropriate compensation.

V.A. Architecture

JOB NO. 00-1001  
DATE: 10-24-06  
REVISIONS:  
DRAWN BY:



## HOLDING CELL #'s C-118,C-182

2 - (P1) CELL WALL, FLOOR, AND CELL DOOR PADDING

## CENTRAL CONTROL #'s C-183,C-186

4 - (C1) SECRETARIAL CHAIRS

© ALL RIGHTS RESERVED  
DATE: 10-24-06

SHEET  
OF

C-02



**V.A. Architecture**

Vargas & Associates 2029 Industrial drive McAllen, Texas 78501 (956) 831 0242

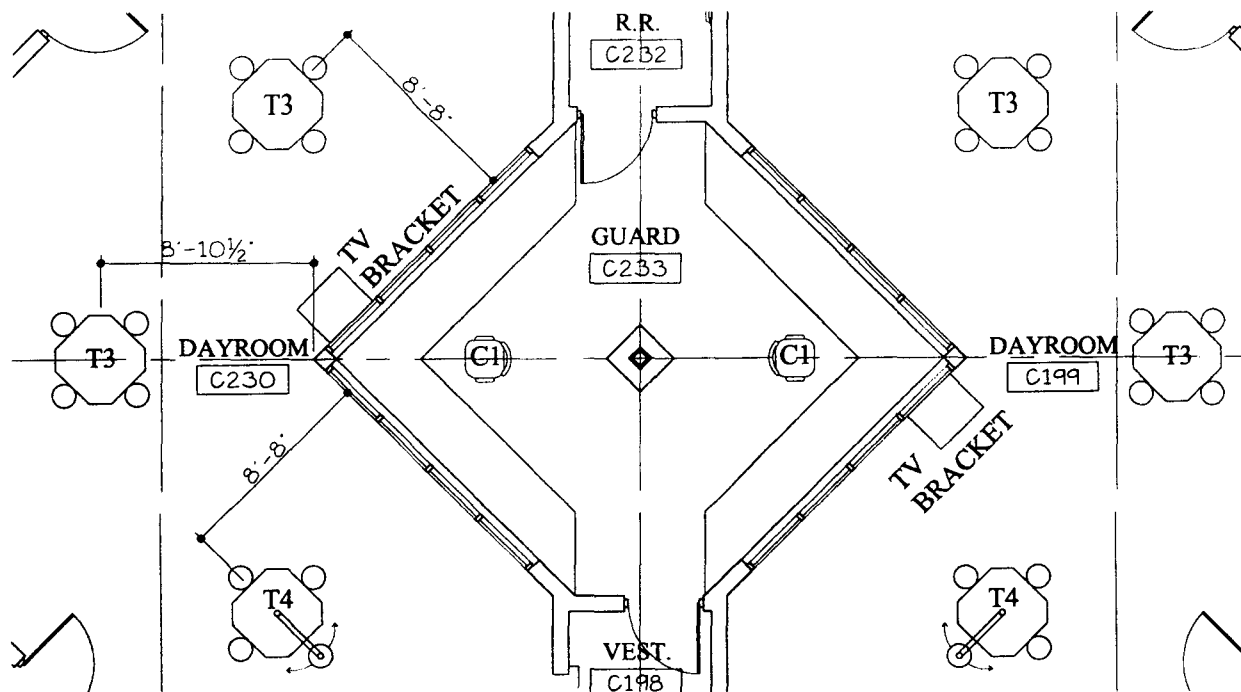
**JUVENILE  
JUSTICE CENTER**

FOR  
HIDALGO COUNTY  
EDINBURG, TEXAS

These drawings and specifications are and shall remain the property of V.A. Architecture. They may not be copied, reproduced or altered in any way, shape or form without prior written approval and with appropriate compensation.

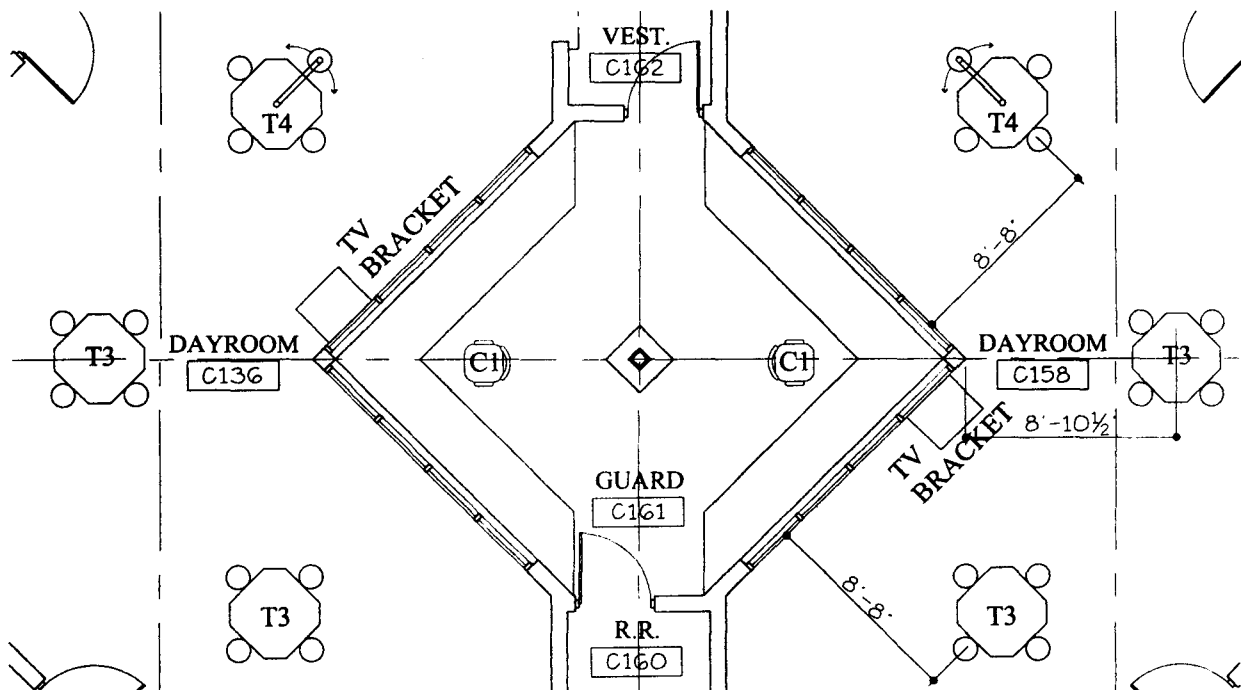
WA Architecture

JOB NO. 00-1001  
DATE: 10-24-06  
REVISIONS:  
DRAWN BY:



### GUARD C-233, DAYROOM #'s C-199, C-230

- 4 - (T3) STEEL DINING TABLES
- 2 - (T4) STEEL DINING TABLES (ADA)
- 2 - TV BRACKETS
- 2 - (C1) SECRETARIAL CHAIRS



### GUARD C-161, DAYROOM #'s C-136, C-158

- 4 - (T3) STEEL DINING TABLES
- 2 - (T4) STEEL DINING TABLES (ADA)
- 2 - TV BRACKETS
- 2 - (C1) SECRETARIAL CHAIRS

© ALL RIGHTS RESERVED  
DATE: 10-24-06

SHEET  
OF



**V.A. Architecture**

Vargas & Associates 2020 Industrial Drive McAllen, Texas 78501 (361) 431-0242

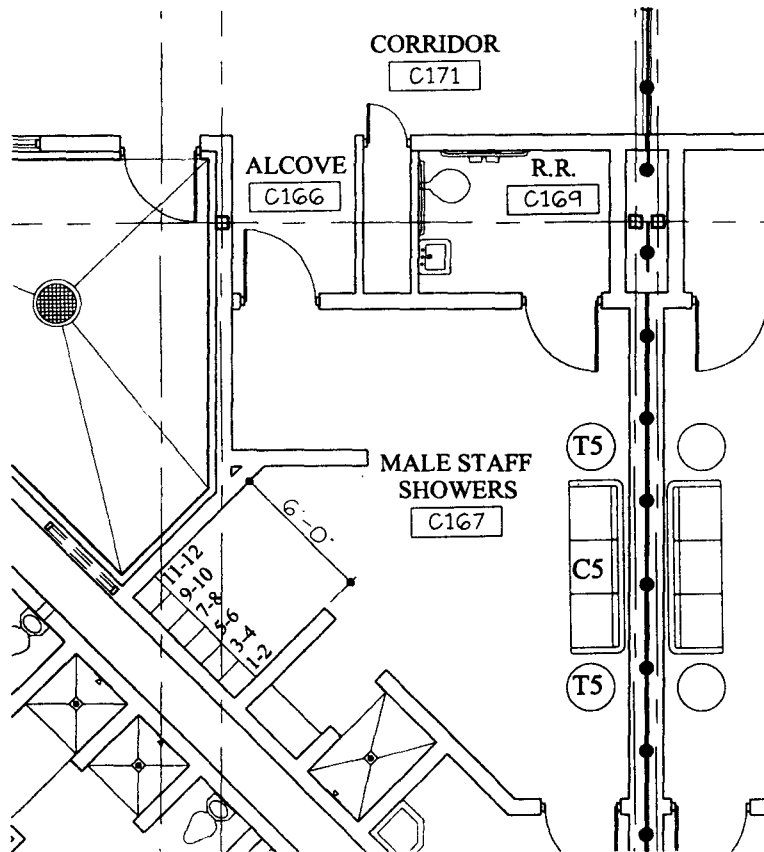
**JUVENILE  
JUSTICE CENTER**

FOR  
HIDALGO COUNTY  
EDINBURG, TEXAS

These drawings and specifications are and shall remain the property of V.A. Architecture. They may not be reused, reproduced or altered in any way, shape or form without prior written approval and with appropriate compensation.

V.A. Architecture

JOB NO. 00-1001  
DATE: 10-24-06  
REVISIONS:  
DRAWN BY:



## **MALE STAFF SHOWERS C-167**

- 1 - (C5) SOFA - 3 PLACE, TRADITIONAL STYLE
- 2 - (T5) ROUND COFFEE TABLE, TRADITIONAL STYLE
- 6 - 2 TIER LOCKERS

© ALL RIGHTS RESERVED  
DATE: 10-24-06

SHEET

C-04



**V.A. Architecture**

Vargas & Associates 2029 Industrial drive McAllen, Texas 78501 (956) 831 2242

**JUVENILE  
JUSTICE CENTER**

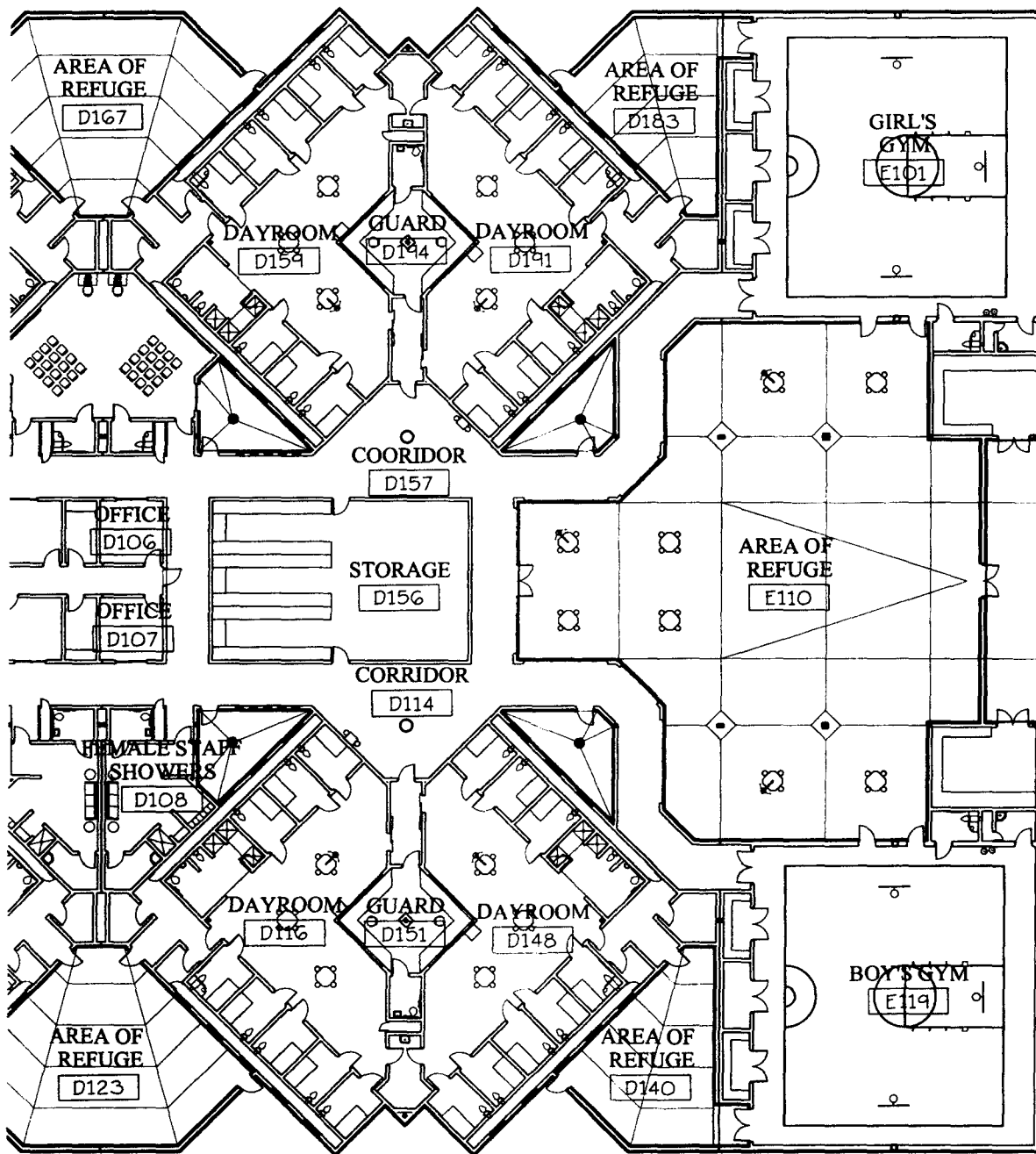
FOR

MIDALGO COUNTY  
EDINBURG, TEXAS

These drawings and specifications are not to be reproduced or used in any way without the written approval of the architect.

VA Architecture

JOB NO. 00-1001  
DATE: 10-24-06  
REVISIONS:  
DRAWN BY:



A

# AREA 'D + E' FLOOR PLAN

SCALE: 1/32" = 1'-0"  
0001FLO1-MODEL



© ALL RIGHTS RESERVED  
DATE: 10-24-06

SHEET

AREA 'D + E'  
OF



**V.A. Architecture**

Vergo & Associates 2029 Industrial Drive McAllen, Texas 78501 (956) 631-2242

**JUVENILE  
JUSTICE CENTER**

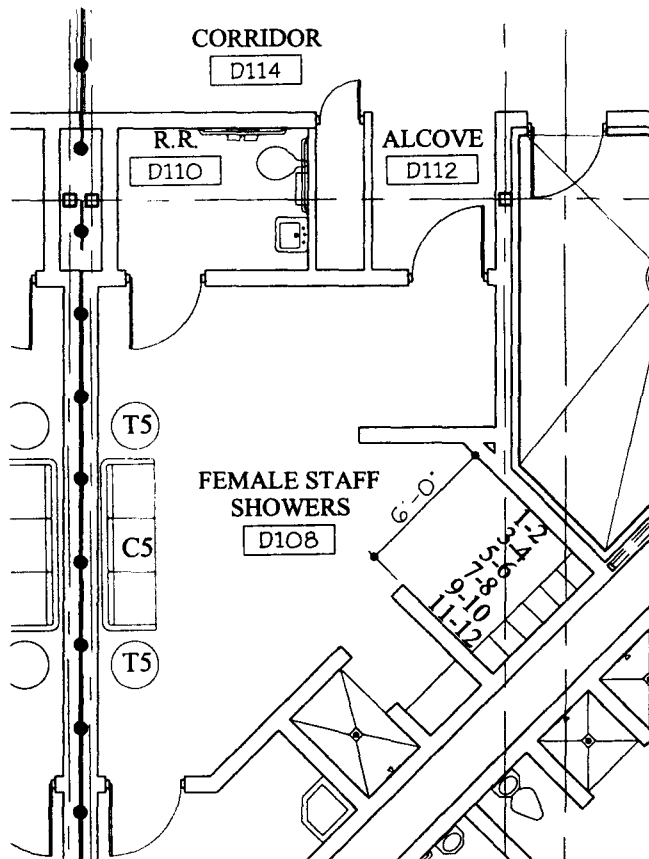
FOR  
HIDALGO COUNTY  
EDINBURG, TEXAS

These drawings and  
modifications are and shall  
remain the property of  
V.A. Architecture. They may not  
be reused, reproduced or  
altered in any way, shape or  
form without prior written  
approval and with appropriate  
compensation.

V.A. Architecture

JOB NO. 00-1001  
DATE: 10-24-06  
REVISIONS  
DRAWN BY:





## FEMALE STAFF SHOWERS D-108

- 1 - (C5) SOFA - 3 PLACE, TRADITIONAL STYLE
- 2 - (T5) ROUND COFFEE TABLE, TRADITIONAL STYLE
- 6 - 2 TIER LOCKERS

© ALL RIGHTS RESERVED  
DATE: 10-24-06

10/27

D-01



**V.A. Architecture**

Vargas & Associates 3029 Industrial Drive McAllen, Texas 78501 (956) 831-0242

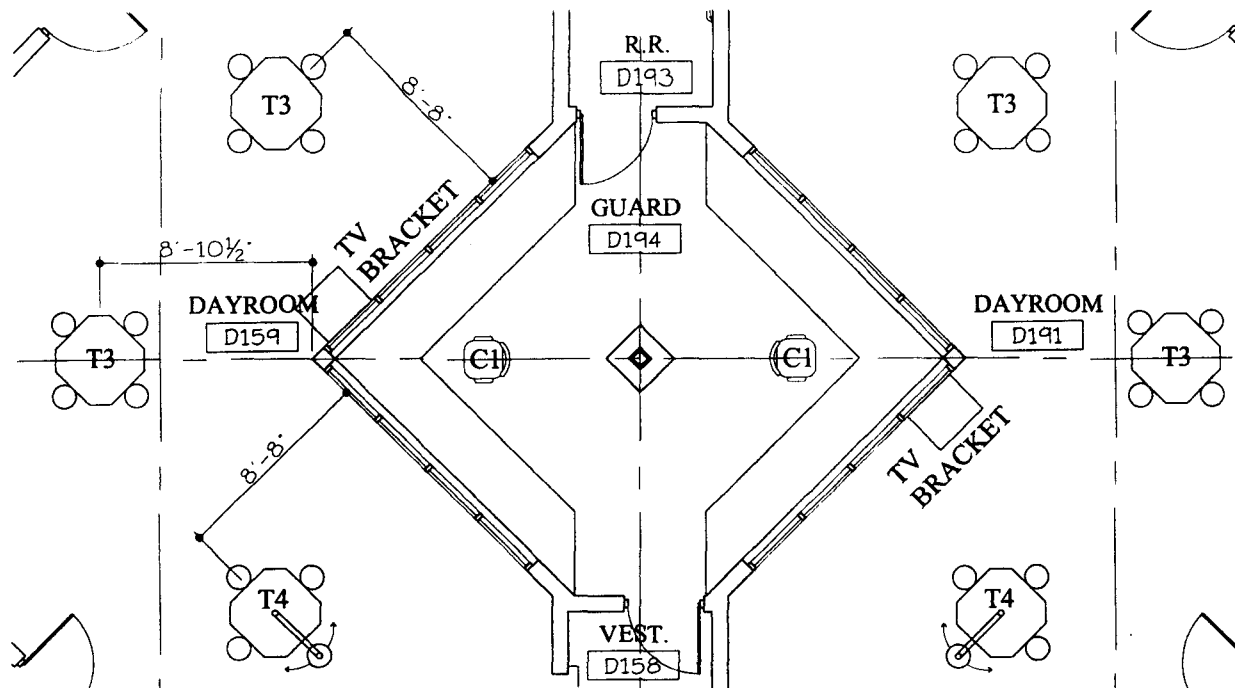
**JUVENILE  
JUSTICE CENTER**

FOR  
HIDALGO COUNTY  
EDINBURG, TEXAS

These drawings and specifications are the property of V.A. Architecture, Inc. They may not be reused, reproduced or altered in any way, shape or form without prior written approval and with appropriate compensation.

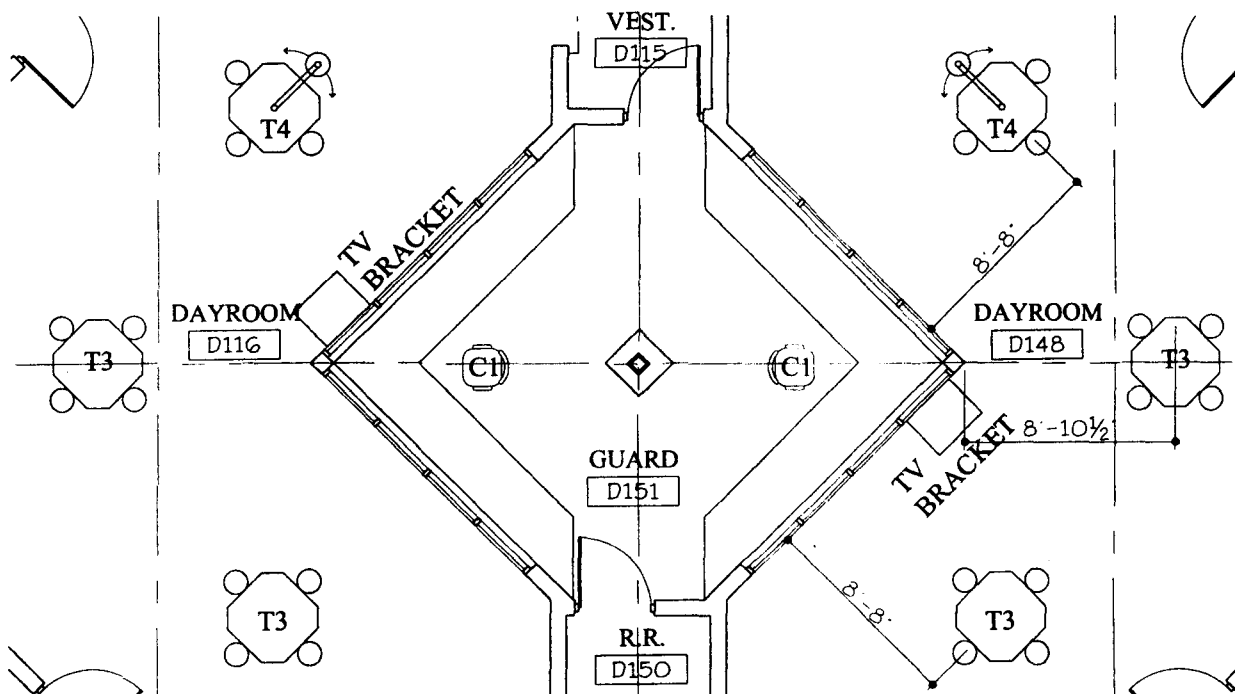
VA Architecture

JOB NO. 00-1001  
DATE: 10-24-06  
REVISIONS:  
DRAWN BY:



### GUARD D-194, DAYROOM #'s D-159, D-191

- 4 - (T3) STEEL DINING TABLES
- 2 - (T4) STEEL DINING TABLES (ADA)
- 2 - TV BRACKETS
- 2 - (C1) SECRETARIAL CHAIRS



### GUARD D-151, DAYROOM #'s D-116, D-148

- 4 - (T3) STEEL DINING TABLES
- 2 - (T4) STEEL DINING TABLES (ADA)
- 2 - TV BRACKETS
- 2 - (C1) SECRETARIAL CHAIRS

© ALL RIGHTS RESERVED  
DATE: 10-24-06

SHEET

D-02



**V.A. Architecture**

Vargas & Associates 2029 Industrial drive McAllen, Texas 78501 (806) 831-8242

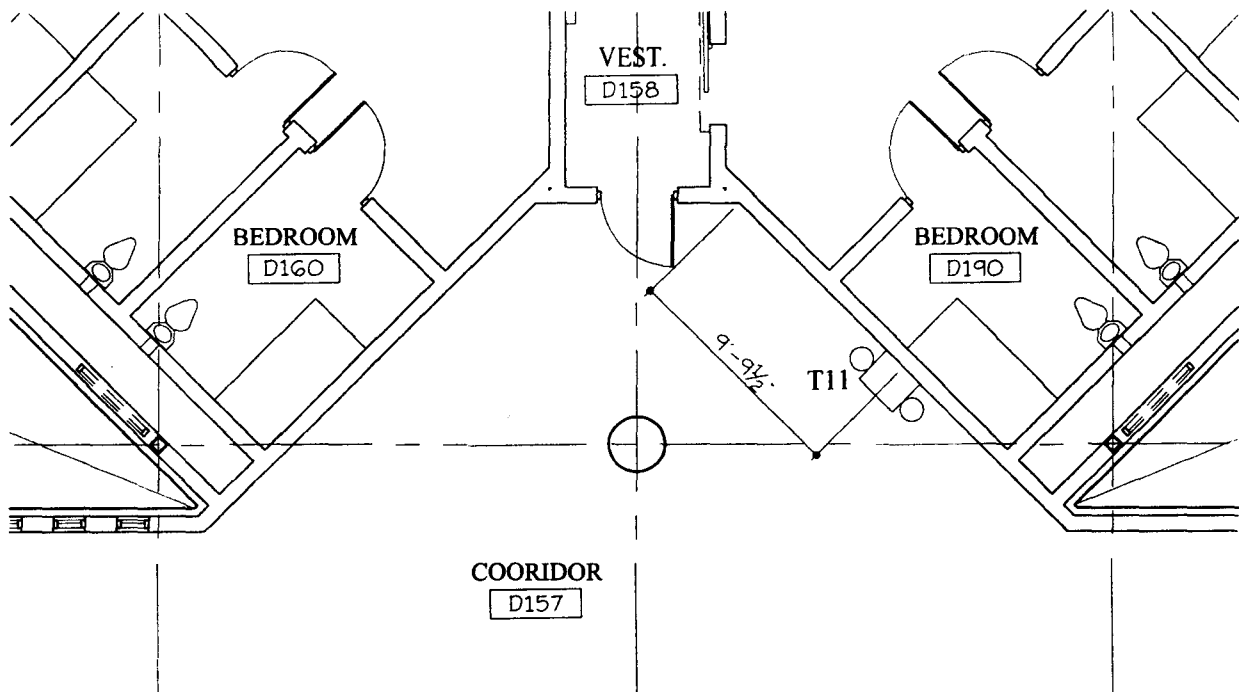
**JUVENILE  
JUSTICE CENTER**

FOR  
HIDALGO COUNTY  
EDINBURG, TEXAS

These drawings and specifications are and shall remain the property of V.A. Architecture. They may not be copied, reproduced or altered in any way, shape or form without prior written approval and with appropriate compensation.

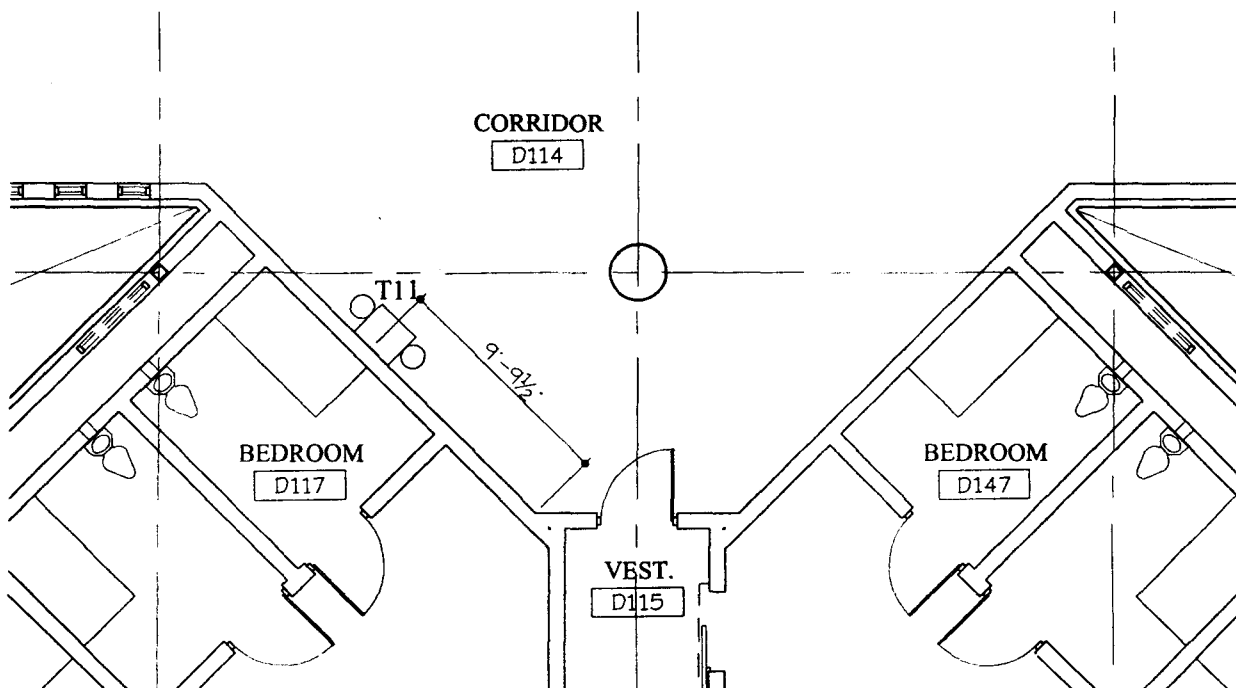
V.A. Architecture

JOB NO. 00-1001  
DATE: 10-24-06  
REVISIONS:  
DRAWN BY:



### CORRIDOR D - 157

1 - (T11) STEEL COUNSEL TABLE AND TWO STOOLS



### CORRIDOR D - 114

1 - (T11) STEEL COUNSEL TABLE AND TWO STOOLS

© ALL RIGHTS RESERVED  
DATE: 10-24-08

SHEET

D-03



**V.A Architecture**

Vargas & Associates 2029 Industrial drive McAllen, Texas 78501 (956) 831 2242

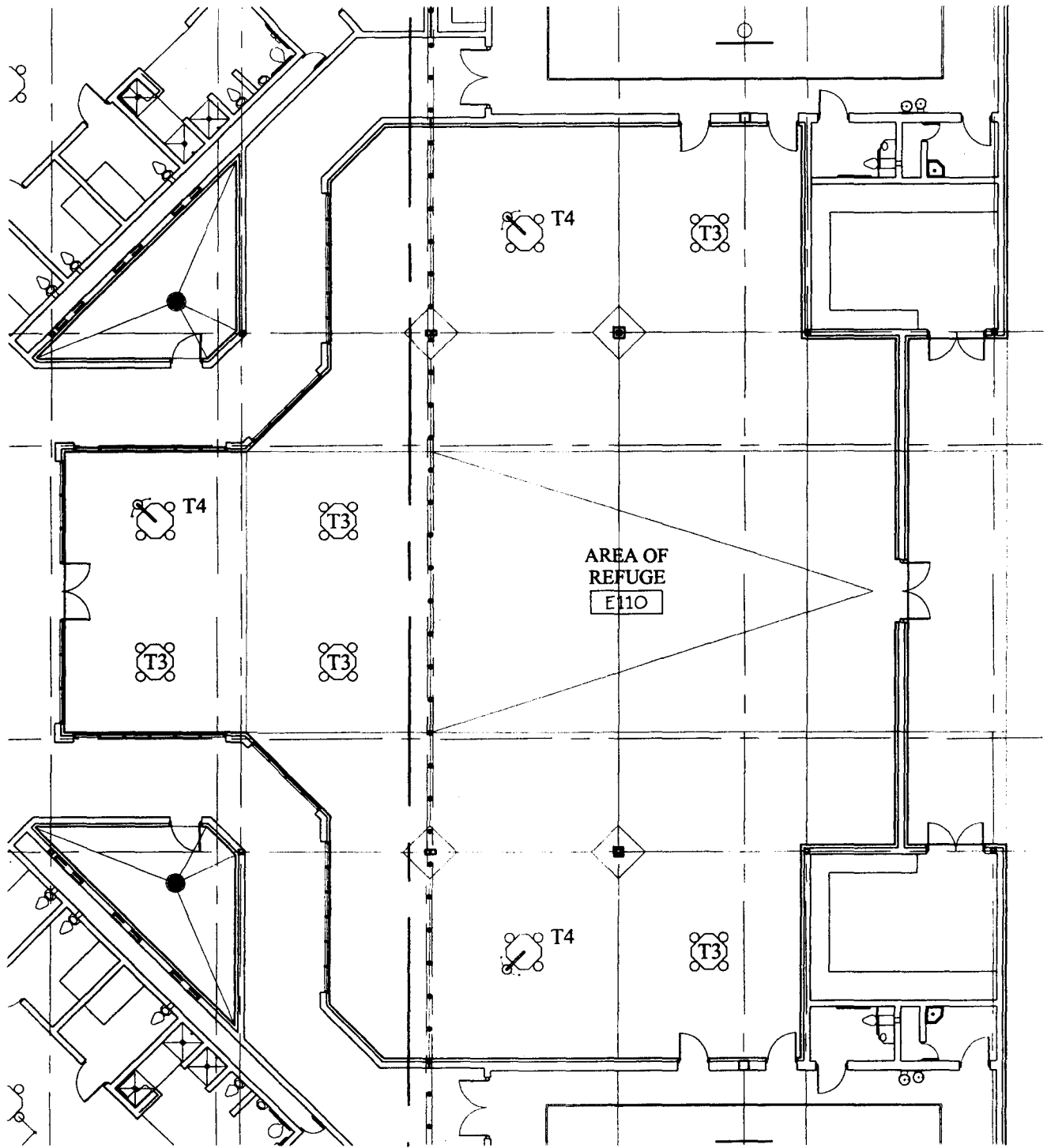
**JUVENILE JUSTICE CENTER**

HIDALGO COUNTY  
EDINBURG TEXAS

These drawings and specifications are and shall remain the property of V.A Architecture. They may not be copied, reproduced or used in any way, design or form without prior written approval and with appropriate compensation.

V.A Architecture

JOB NO. 00-1001  
DATE: 10-24-08  
REVISIONS:  
DRAWN BY:



## AREA OF REFUGE E - 110

- 5 - (T3) STEEL DINING TABLES  
3 - (T4) STEEL DINING TABLES (ADA)

© ALL RIGHTS RESERVED  
DATE: 10-24-06



**V.A. Architecture**

Vargas & Associates 2028 Industrial drive McAllen, Texas 78501 (954) 831 2242

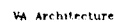
**JUVENILE  
JUSTICE CENTER**

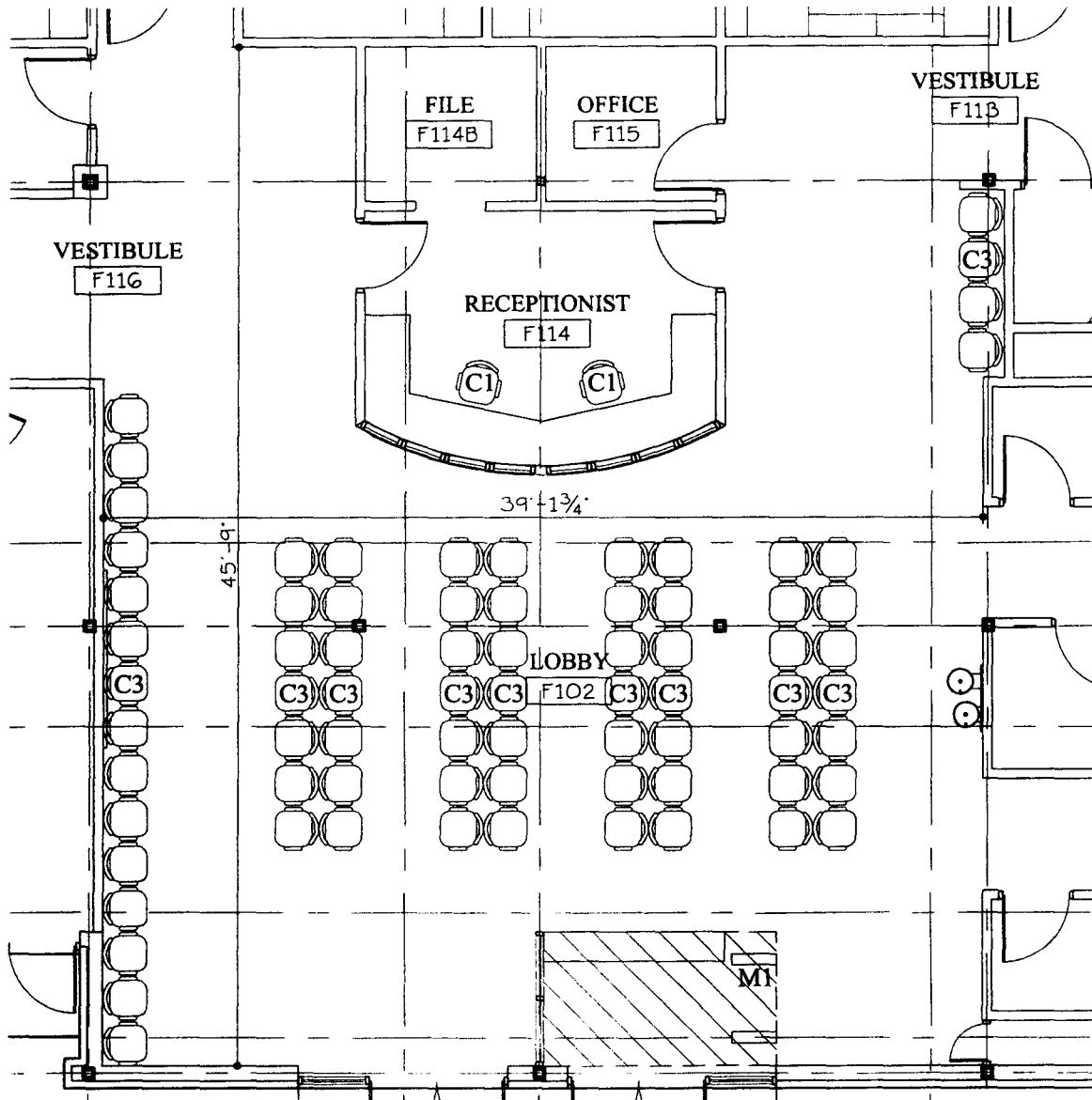
FOR  
HIDALGO COUNTY  
EDINBURG, TEXAS

These drawings and  
specifications are and shall  
remain the property of  
V.A. Architecture. They may not  
be reused, reproduced or  
altered in any way, shape or  
form without prior written  
approval and with appropriate  
compensation.

V.A. Architecture

JOB NO. 00-1001  
DATE: 10-24-06  
REVISIONS:  
DRAWN BY:





## LOBBY F-102

75 - (C3) HIGH-DENSITY STACKABLE CHAIRS - UNUPHOLSTERED  
1 - (M1) METAL DETECTOR

## RECEPTIONIST F-114

2 - (C1) SECRETARIAL CHAIRS

## OFFICE F-115

OWNER FURNISHED FURNITURE

© ALL RIGHTS RESERVED.  
DATE: 10-24-06

SHEET

F 01



**V.A. Architecture**

Vargas & Associates 2029 Industrial drive McAllen, Texas 78501 (956) 831-2242

**JUVENILE  
JUSTICE CENTER**

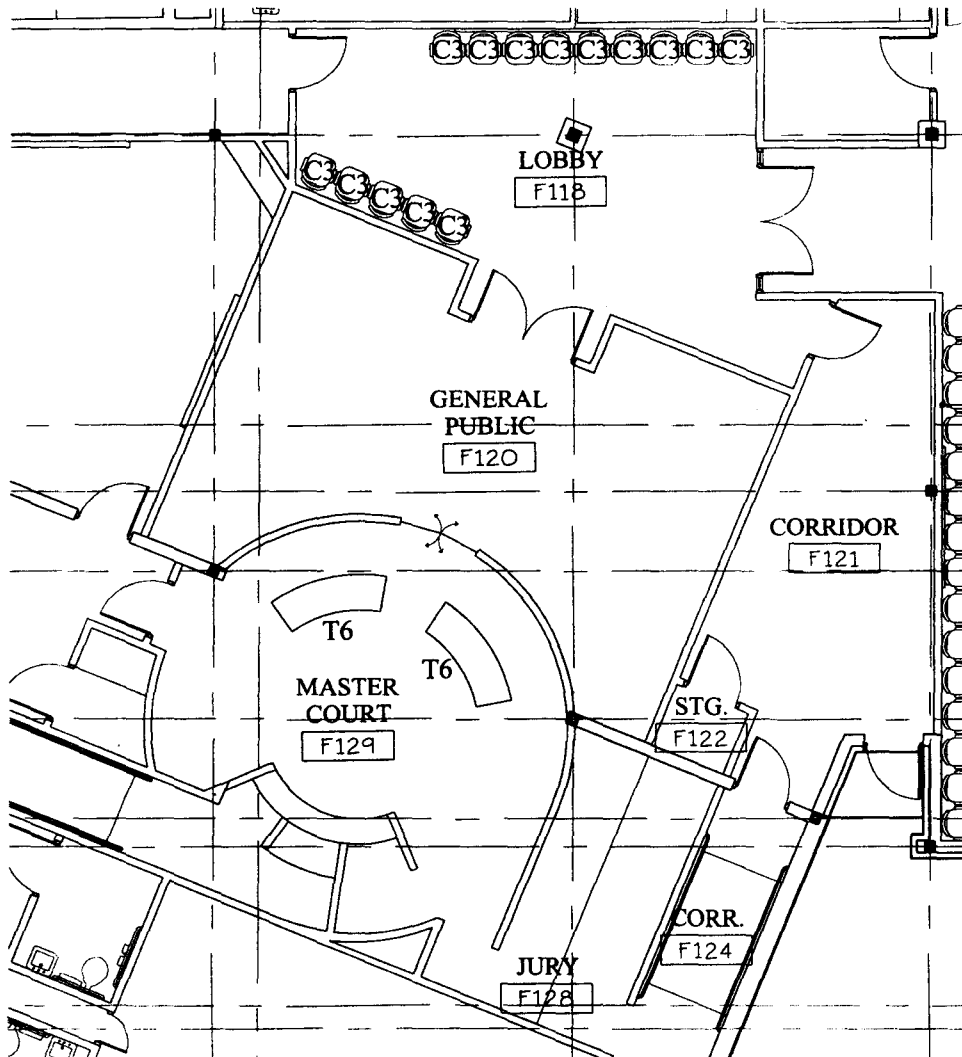
FOR

HIDALGO COUNTY  
EDINBURG, TEXAS

These drawings and specifications are and shall remain the property of V.A. Architecture. They may not be reused, reproduced or altered in any way made or form without prior written approval and with appropriate compensation.

to  
V.A. Architecture

JOB NO. 00-1001  
DATE: 10-24-06  
REVISIONS:  
DRAWN BY:



### LOBBY F-118

14 - (C3) HIGH-DENSITY STACKABLE CHAIRS - UNUPHOLSTERED

### MASTER COURT F-129

2 - (T6) CUSTOM BUILT 30" X 96" COUNSEL TABLES

© ALL RIGHTS RESERVED  
DATE: 10-24-06

SHEET

F-02



**V.A. Architecture**

Vargas & Associates 3029 Industrial Drive McAllen, Texas 78501 (956) 631-2842

**JUVENILE  
JUSTICE CENTER**

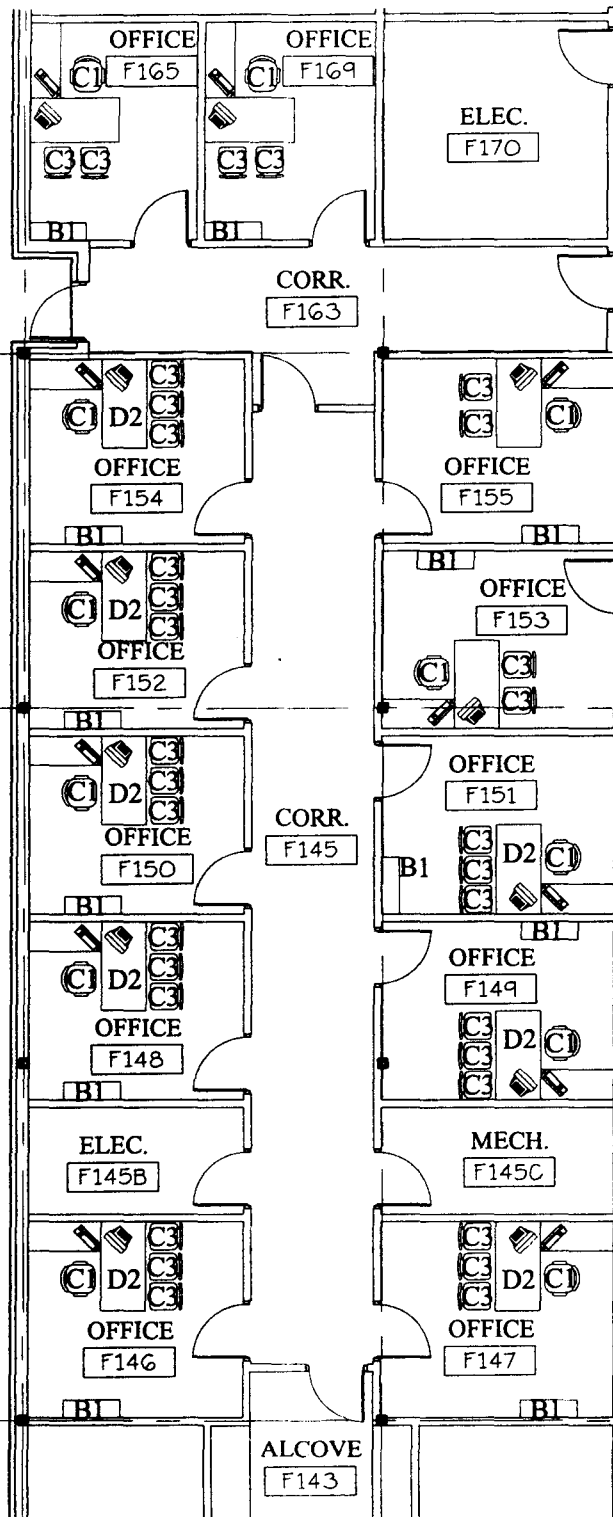
FOR

HIDALGO COUNTY  
EDINBURG, TEXAS

These drawings and specifications are and shall remain the property of V.A. Architecture. They may not be copied, reproduced or altered in any way, shape or form without prior written approval and with appropriate compensation.

V.A. Architecture

JOB NO. 00-1001  
DATE: 10-24-06  
REVISIONS:  
DRAWN BY:



### OFFICE #'s F-153,F155,F-165,F-169

- 4 - (C1) SECRETARIAL CHAIRS
- 8 - (C3) HIGH DENISTY STACKING CHAIRS - UPHOLSTERED
- 4 - EXISTING DESKS FURNISHED BY OWNER

### OFFICE #'s F-146,F-147,F-148,F-149,F-150

### OFFICE #'s F-151,F-152,F-154

- 8 - (C1) SECRETARIAL CHAIRS
- 24 - (C3) HIGH DENSITY STACKING CHAIRS - UPHOLSTERED
- 8 - (D2) CRT DESK W/ CRT RETURN
- 8 - (B1) 48" HEIGHT BOOKCASES

© ALL RIGHTS RESERVED  
DATE: 10-24-08

SHEET  
OF

F-153



**V.A. Architecture**

Vergee & Associates 2029 Industrial Drive McAllen, Texas 78501 (956) 831-2242

**JUVENILE  
JUSTICE CENTER**

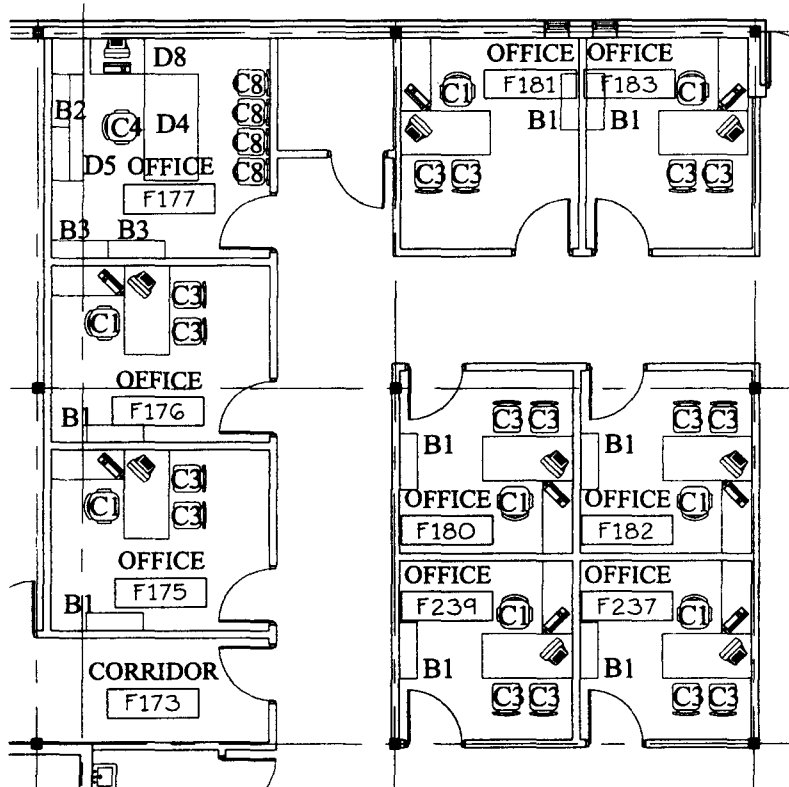
FOR  
HIDALGO COUNTY  
EDINBURG, TEXAS

These drawings and specifications are and shall remain the property of V.A. Architecture. They may not be used, reproduced or altered in any way without the written approval and the appropriate compensation.

V.A. Architecture

JOB NO. 00-1001  
DATE: 10-24-08  
REVISIONS:  
DRAWN BY:





### OFFICE # F-177

- 1 - (C4) REGULAR EXECUTIVE CHAIR - SAM HOUSTON SERIES
- 4 - (C8) CLUB CHAIRS - SAM HOUSTON SERIES
- 1 - (D4) JUNIOR EXECUTIVE DESK - SAM HOUSTON SERIES
- 2 - (B3) 70" HIGH BOOKCASES - SAM HOUSTON SERIES
- 1 - (D5) JUNIOR CREDENZA - SAM HOUSTON SERIES
- 1 - (B2) BOOKCASE HUTCH - DOUBLE WIDE - SAM HOUSTON SERIES
- 1 - (D8) PRINTER TABLE - SAM HOUSTON SERIES

### OFFICE #'s F-175,F-176,F-180, OFFICE #'s F-181,F-182,F-183, OFFICE #'s F-237,F-239

- 8 - (C1) SECRETARIAL CHAIRS
- 16 - (C3) HIGH DENSITY STACKING CHAIRS - UPHOLSTERED
- 8 - EXISTING DESKS FURNISHED BY OWNER
- 8 - (B1) 48" HEIGHT BOOKCASE

© ALL RIGHTS RESERVED  
DATE: 10-24-06

SHEET  
F-04



**V.A. Architecture**

Verges & Associates 2088 Industrial drive McAllen, Texas 78501 (361) 831 2242

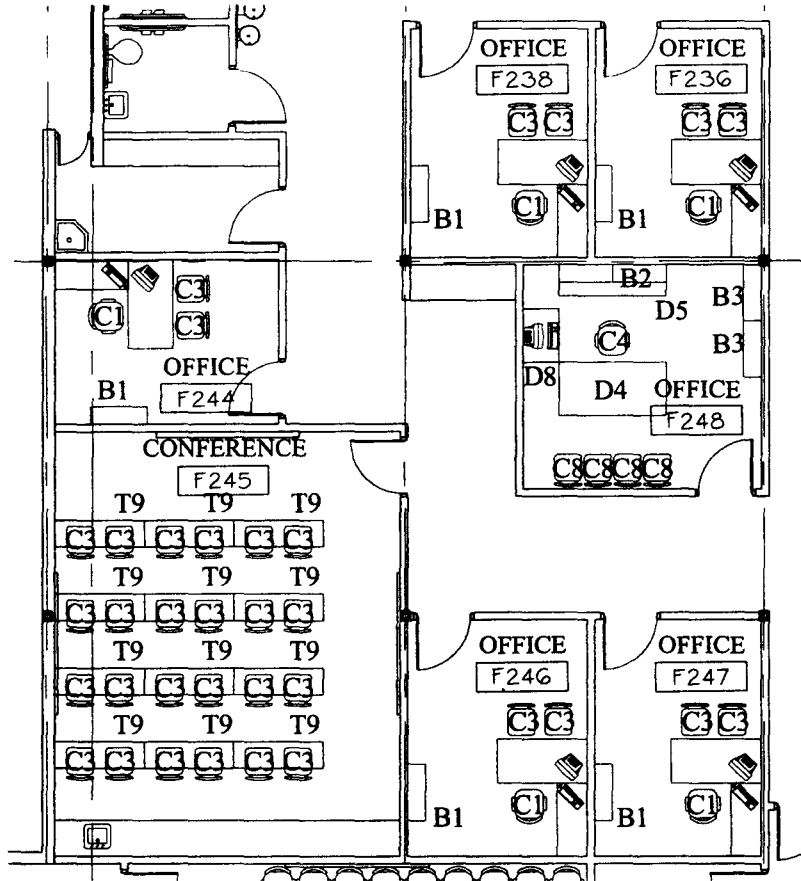
**JUVENILE  
JUSTICE CENTER**

FOR  
MIDALGO COUNTY  
EDINBURG, TEXAS

These drawings and specifications are and shall remain the property of V.A. Architecture. They may not be copied, reproduced or altered in any way shape or form without prior written approval and with appropriate compensation.

W.A. Architecture

JOB NO. 00-1001  
DATE: 10-24-06  
REVISIONS:  
DRAWN BY:



### OFFICE #'s F-236,F-238,F-244

- 3 - (C1) SECRETARIAL CHAIRS
- 6 - (C3) HIGH DENSITY STACKING CHAIRS - UPHOLSTERED
- 3 - EXISTING DESK FURNISHED BY OWNER
- 3 - (B1) 48" HEIGHT BOOKCASE

### OFFICE #'s F-246,F-247

- 2 - (C1) SECRETARIAL CHAIRS
- 4 - (C3) HIGH DENSITY STACKING CHAIRS - UPHOLSTERED
- 2 - EXISTING DESK FURNISHED BY OWNER
- 2 - (B1) 48" HEIGHT BOOKCASE

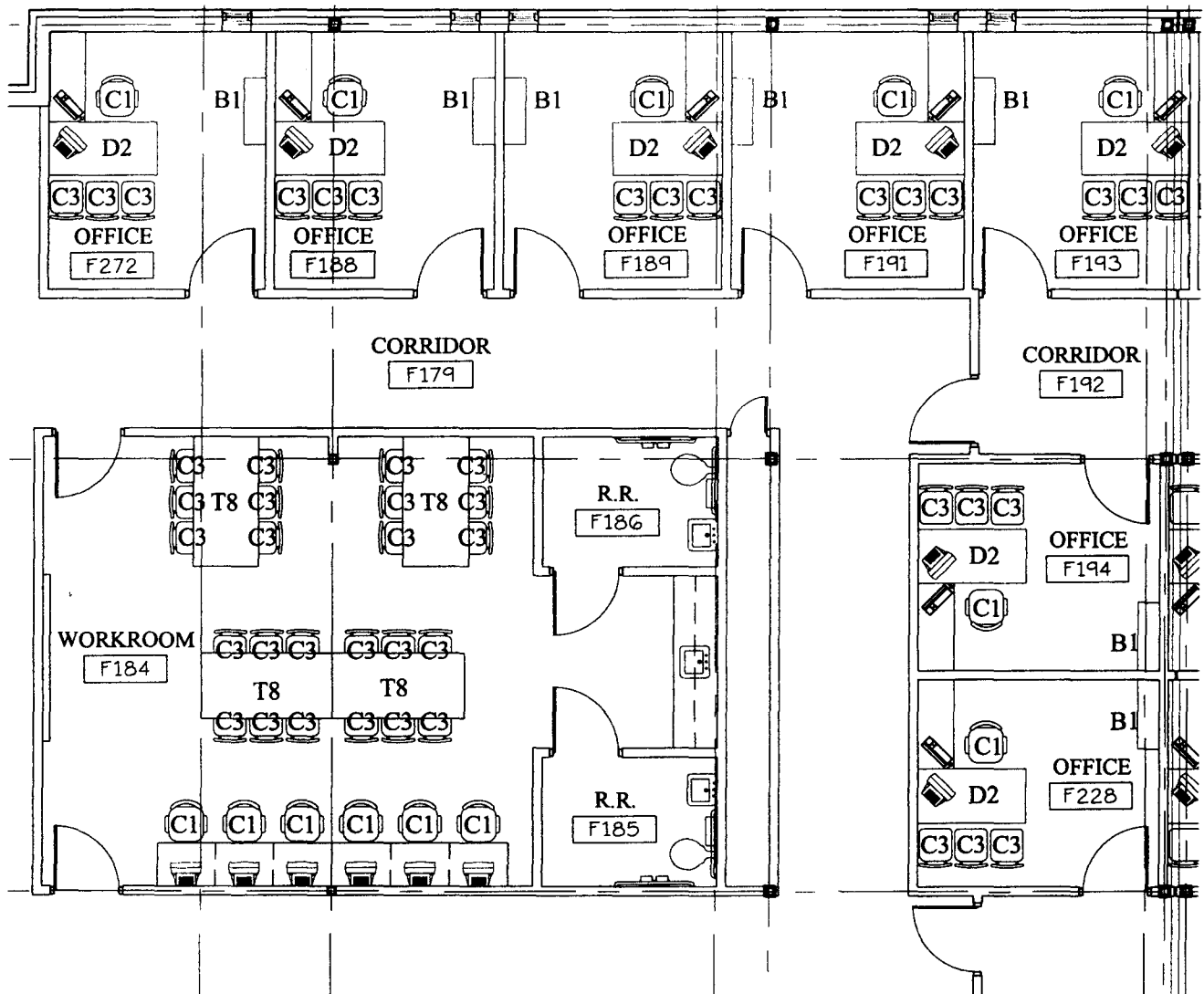
### CONFERENCE # F-245

- 24 - (C3) HIGH DENSITY STACKING CHAIRS - UPHOLSTERED
- 12 - (T9) ALL PURPOSE 60" WIDE X 18" DEEP TABLES

### OFFICE # F-248

- 1 - (C4) REGULAR EXECUTIVE CHAIR - SAM HOUSTON SERIES
- 4 - (C8) CLUB CHAIRS - SAM HOUSTON SERIES
- 1 - (D4) JUNIOR EXECUTIVE DESK - SAM HOUSTON SERIES
- 2 - (B3) 70" HIGH BOOKCASES - SAM HOUSTON SERIES
- 1 - (D5) JUNIOR CREDENZA - SAM HOUSTON SERIES
- 1 - (B2) BOOKCASE HUTCH - DOUBLE WIDE - SAM HOUSTON SERIES
- 1 - (D8) PRINTER TABLE - SAM HOUSTON SERIES

© ALL RIGHTS RESERVED  
DATE: 10-24-06



### WORKROOM F-184

- 6 - (C1) SECRETARIAL CHAIRS
- 24 - (C3) HIGH DENSITY STACKING CHAIRS
- UPHOLSTERED
- 4 - (T2) 72" X 36" CONFERENCE TABLES

### OFFICE #'s F-188,F-189,F-191,F-193,F-194,F-228, F-272

- 7 - (C1) SECRETARIAL CHAIRS
- 21 - (C3) HIGH DENSITY STACKING CHAIRS
- UPHOLSTERED
- 7 - (D2) CRT DESK W/ CRT RETURN
- 7 - (B1) 48" HEIGHT BOOKCASES

© ALL RIGHTS RESERVED  
DATE: 10-24-06

SHEET

F-06



**V.A. Architecture**

Vargas & Associates 2029 Industrial Drive McAllen, Texas 78501 (956) 831-2242

**JUVENILE  
JUSTICE CENTER**

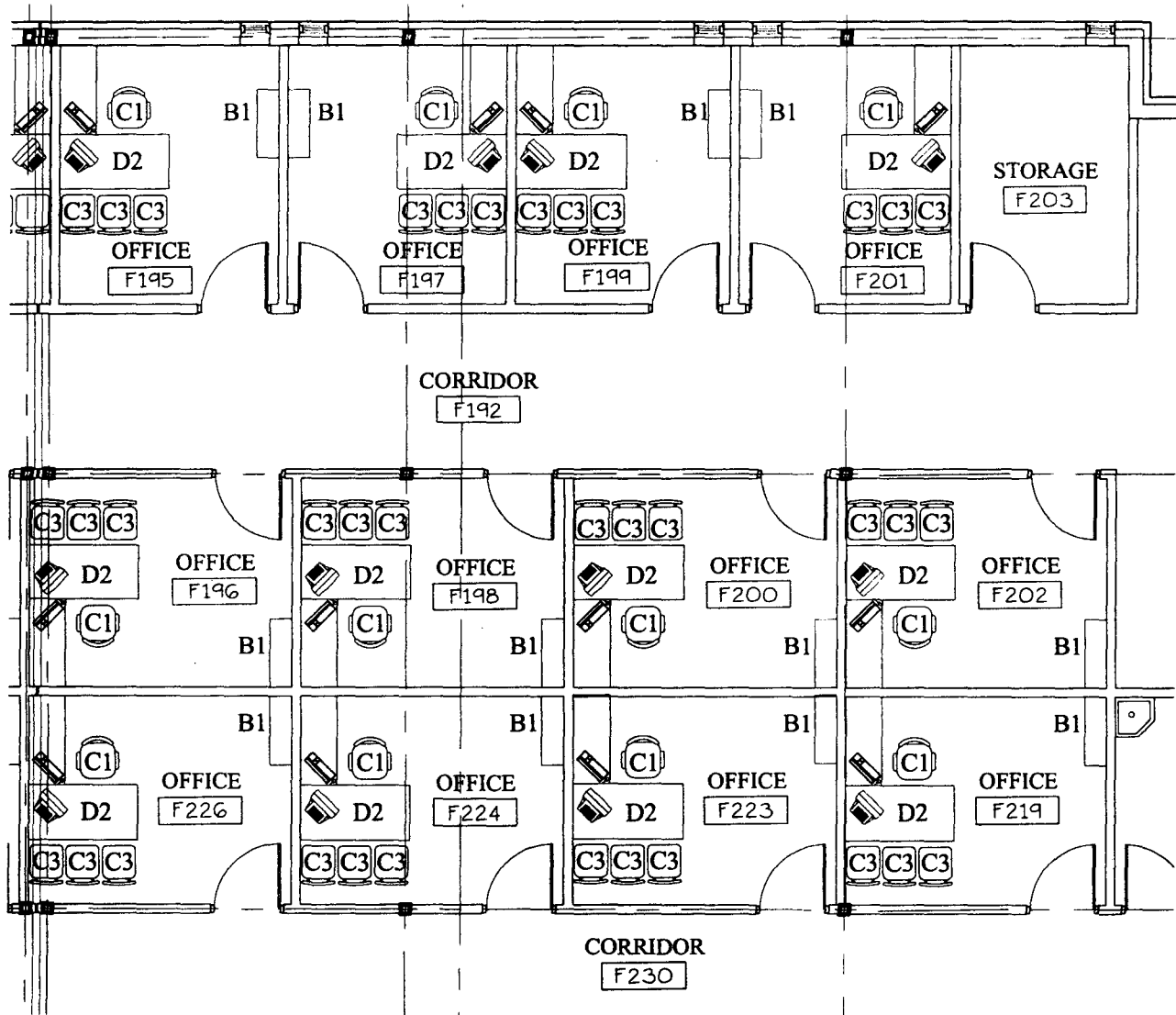
FOR

HIDALGO COUNTY  
EDINBURG, TEXAS

These drawings and specifications are and shall remain the property of V.A. Architecture. They may not be reused, reproduced or altered in any way, shape or form without prior written approval and with appropriate compensation.

VA Architecture

JOB NO. 00-1001  
DATE: 10-24-06  
REVISIONS:  
DRAWN BY:



OFFICE #'s F-195,F-196,F-197,F-198,F-199,F-200,  
OFFICE #'s F-201,F-202,F-219,F-223,F-224,F-226

- 12 - (C1) SECRETARIAL CHAIRS
- 36 - (C3) HIGH DENSITY STACKING CHAIRS
- UPHOLSTERED
- 12 - (D2) CRT DESK W/ CRT RETURN
- 12 - (B1) 48" HEIGHT BOOKCASE

© ALL RIGHTS RESERVED.  
 DATE: 10-24-06

SHEET  
 F-07  
 OF



**V.A. Architecture**

Verges & Associates 2028 Industrial drive Mullan, Texas 76001 (866) 831-2662

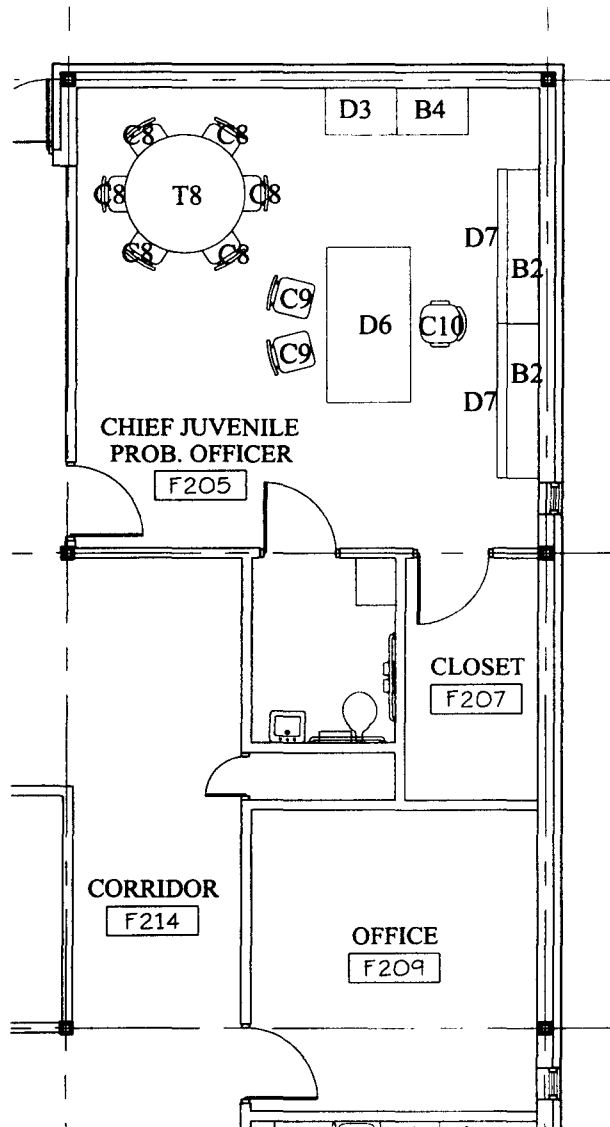
**JUVENILE  
 JUSTICE CENTER**

FOR  
 HIDALGO COUNTY  
 EDINBURG, TEXAS

These drawings are  
 specifications and shall  
 remain the property of  
 V.A. Architecture. They may not  
 be used, reproduced or  
 altered in any way shape or  
 form without prior written  
 approval and with appropriate  
 compensation.

V.A. Architecture

JOB NO. 00-1001  
 DATE: 10-24-06  
 REVISIONS:  
 DRAWN BY:



## CHIEF JUVENILE PROB. OFFICER F-205

- 6 - (C8) CLUB CHAIRS - SAM HOUSTON SERIES
- 1 - (C10) LARGE EXECUTIVE CHAIR - SAM HOUSTON SERIES
- 1 - (D6) SENIOR EXECUTIVE DESK - SAM HOUSTON SERIES
- 2 - (D7) SENIOR CREDENZA - SAM HOUSTON SERIES
- 2 - (B2) BOOKCASE HUTCH - DOUBLE WIDE - SAM HOUSTON SERIES
- 1 - (D3) COMPUTER TABLE - SAM HOUSTON SERIES
- 1 - (B4) BOOKCASE - 30" HEIGHT WITH DOORS - SAM HOUSTON SERIES
- 1 - (T8) 60" DIAMETER ROUND TABLE - SAM HOUSTON SERIES
- 2 - (C9) ARM CHAIRS - SAM HOUSTON SERIES

## OFFICE # F-209

OWNER FURNISHED FURNITURE

© ALL RIGHTS RESERVED.  
DATE: 10-24-06

SHEET

F-08



**V.A. Architecture**

Vargas & Associates 2020 Industrial drive McAllen, Texas 78501 (850) 831-2242

**JUVENILE  
JUSTICE CENTER**

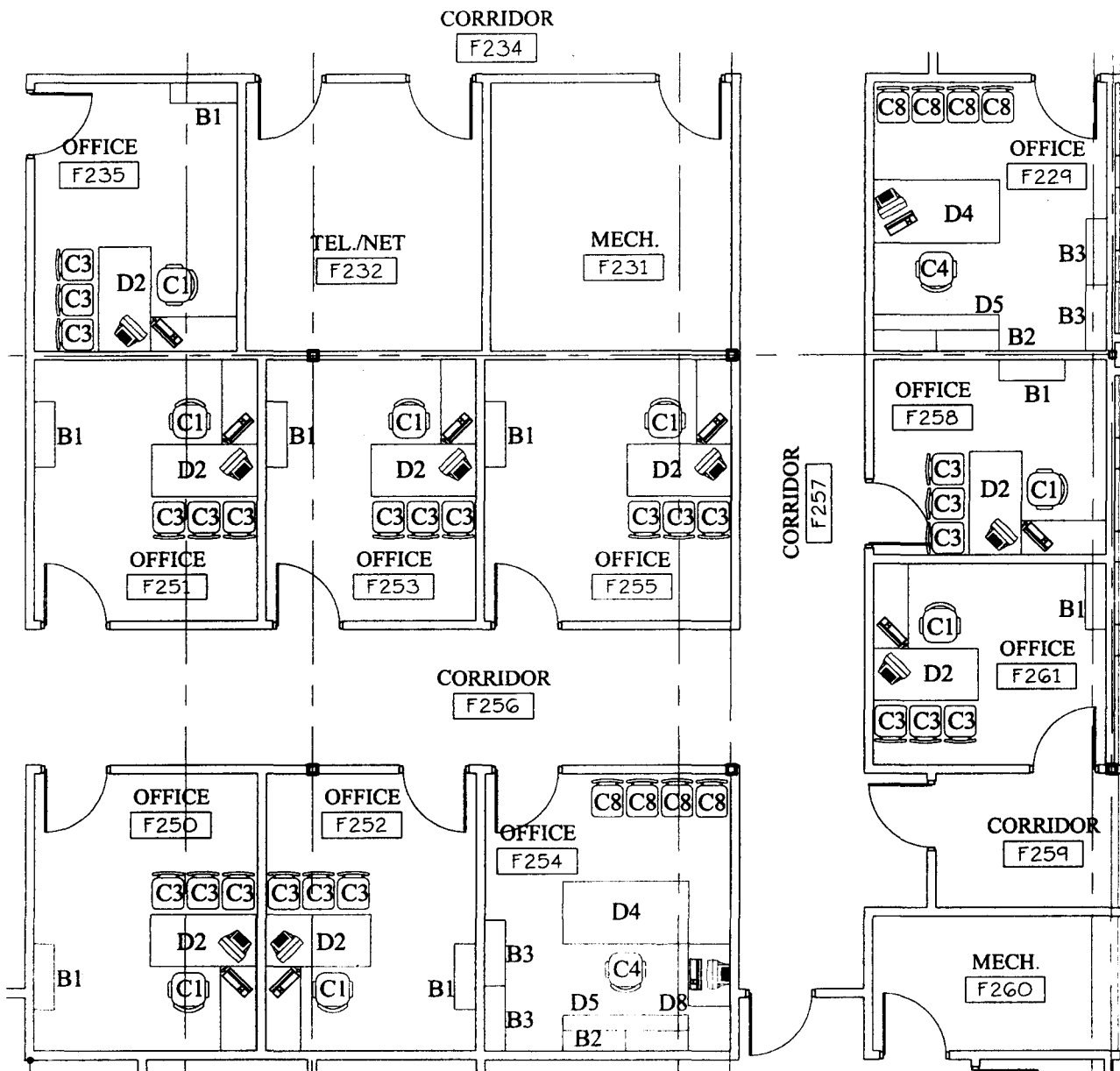
F.O.K.

MIDALGO COUNTY  
EDINBURG, TEXAS

These drawings and specifications are not to be used for construction without the approval of the architect. They may not be copied, reproduced or altered in any way without the written approval of the architect.

V.A. Architecture

JOB NO. 00-1001  
DATE: 10-24-06  
REVISIONS:  
DRAWN BY:



OFFICE #'s F-229,F-238,F-250,  
OFFICE #'s F-251,F-252,F-253,F-254,  
OFFICE #'s F-255,F-258,F-261

8 - (C1) SECRETARIAL CHAIRS  
 24 - (C3) HIGH DENSITY STACKING CHAIRS  
 - UPHOLSTERED  
 8 - (D2) CRT DESK W/ CRT RETURN

OFFICE # F-229,F-254

2 - (C4) REGULAR EXECUTIVE CHAIR - SAM HOUSTON SERIES  
 8 - (C8) CLUB CHAIRS - SAM HOUSTON SERIES  
 2 - (D4) JUNIOR EXECUTIVE DESK - SAM HOUSTON SERIES  
 4 - (B3) 70" HIGH BOOKCASES - SAM HOUSTON SERIES  
 2 - (D5) JUNIOR CREDENZA - SAM HOUSTON SERIES  
 2 - (B2) BOOKCASE HUTCH - DOUBLE WIDE - SAM HOUSTON SERIES  
 1 - (D8) PRINTER TABLE - SAM HOUSTON SERIES

© ALL RIGHTS RESERVED  
 DATE: 10-24-06

SHEET

F-234

OF



**V.A. Architecture**

Vargas & Associates 2020 Industrial drive McAllen, Texas 78501 (954) 831-2242

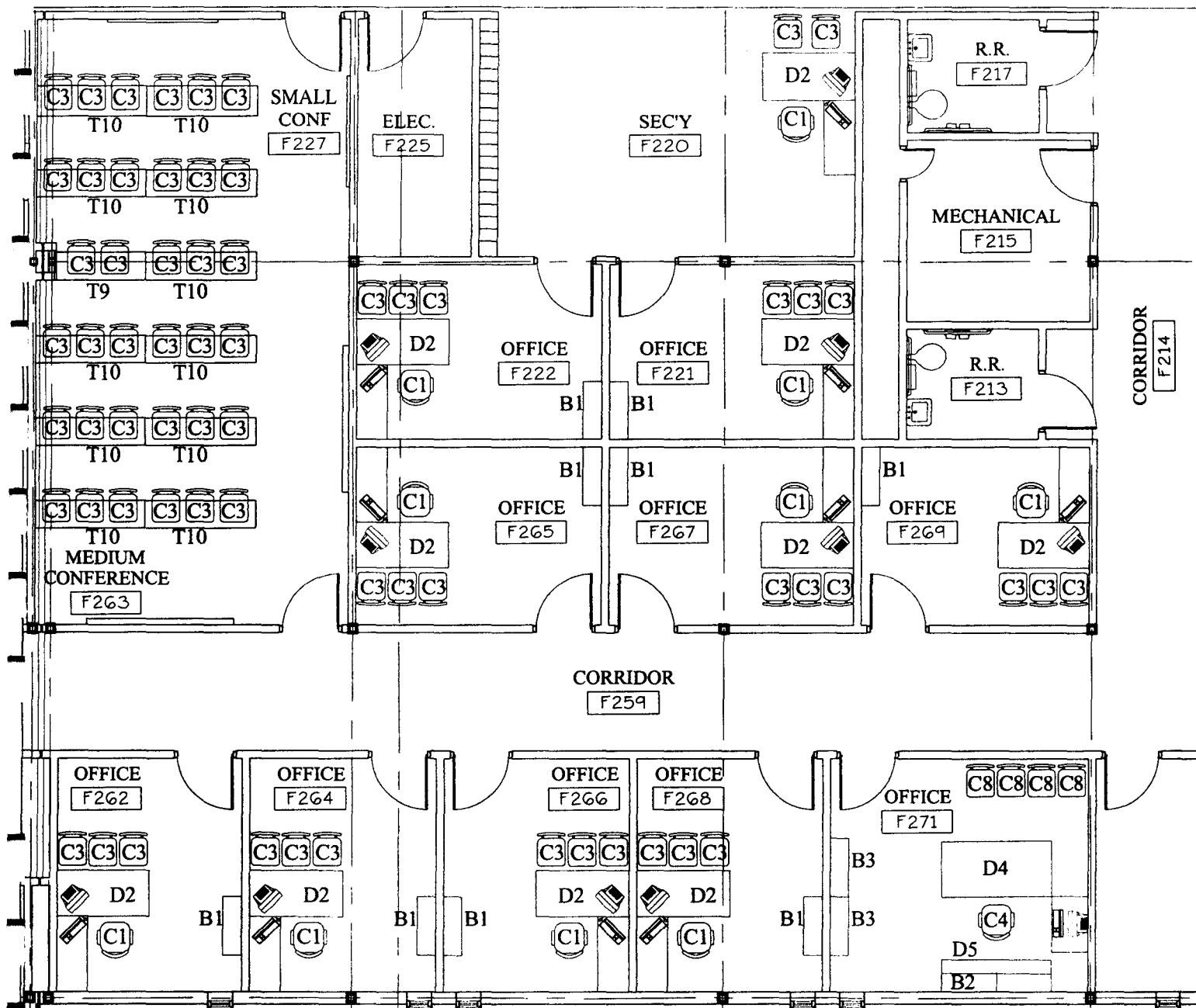
**JUVENILE  
 JUSTICE CENTER**

FOR  
 HIDALGO COUNTY  
 EDINBURG, TEXAS

These drawings and specifications are and shall remain the property of V.A. Architecture. They may not be revised, reproduced or altered in any way, shape, or form without prior written approval and with appropriate compensation.

V.A. Architecture

JOB NO. 00-1001  
 DATE: 10-24-06  
 REVISIONS:  
 DRAWN BY:



### CONFERENCE ROOM #'s F-227, F-263

35 - (C3) HIGH-DENSITY STACKING CHAIRS

- UPHOLSTERED

11 - (T10) 72" LENGTH FLEXSTATIONS

1 - (T9) 60" LENGTH FLEXSTATIONS

### OFFICE #'s F-221, F-222, F-262, F-264, F-265,

### OFFICE #'s F-266, F-267, F-268, F-269

9 - (C1) SECRETARIAL CHAIRS

27 - (C3) HIGH DENSITY STACKING CHAIRS

- UPHOLSTERED

9 - (D2) CRT DESK W/ CRT RETURN

### SECRETARY F-220

1 - (C1) SECRETARIAL CHAIRS

2 - (C3) HIGH DENSITY STACKING CHAIRS -

UPHOLSTERED

1 - (D2) CRT DESK W/ CRT RETURN

### OFFICE # F-271

1 - (C4) REGULAR EXECUTIVE CHAIR - SAM HOUSTON SERIES

4 - (C8) CLUB CHAIRS - SAM HOUSTON SERIES

1 - (D4) JUNIOR EXECUTIVE DESK - SAM HOUSTON SERIES

2 - (B3) 70" HIGH BOOKCASES - SAM HOUSTON SERIES

1 - (D5) JUNIOR CREDENZA - SAM HOUSTON SERIES

1 - (B2) BOOKCASE HUTCH - DOUBLE WIDE - SAM HOUSTON SERIES

1 - (D8) PRINTER TABLE - SAM HOUSTON SERIES

© ALL RIGHTS RESERVED.  
DATE: 10-24-06

ORIENT

F-10

OF



**V.A. Architecture**

Vargas & Associates 2029 Industrial drive Mullen, Texas 78501 (956) 451 2242

**JUVENILE  
JUSTICE CENTER**

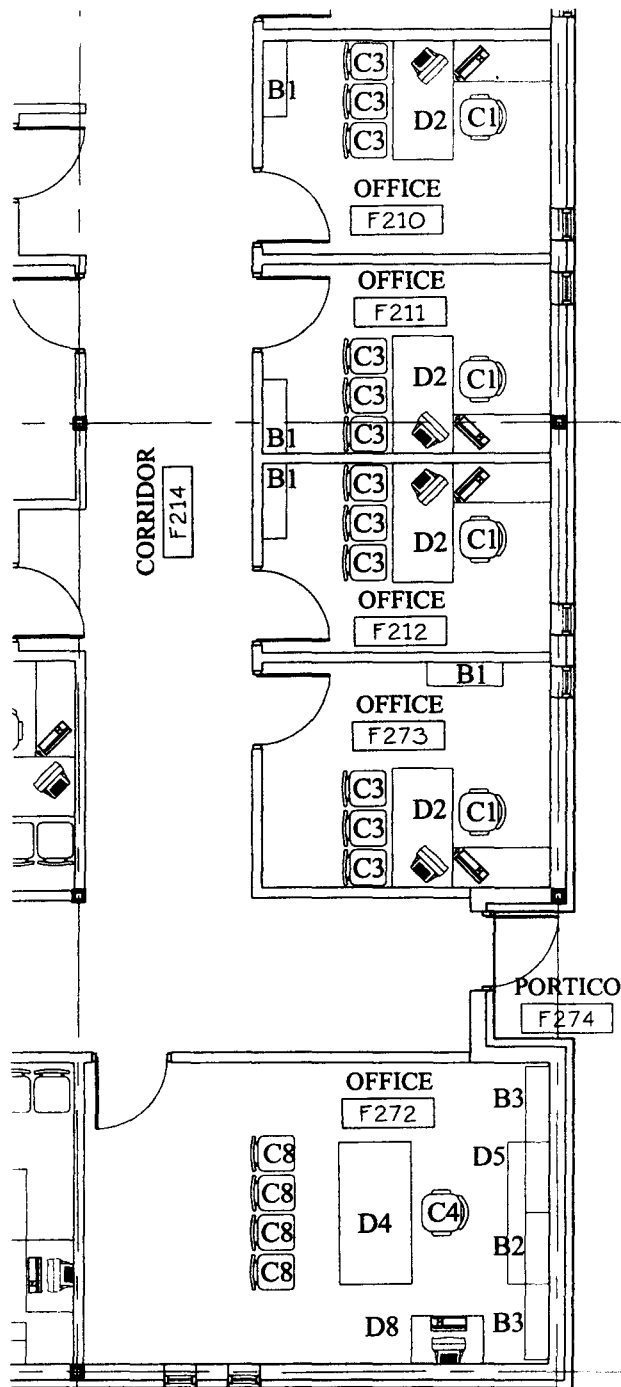
FOR

MIDALGO COUNTY  
EDINBURG, TEXAS

These drawings and specifications are the property of V.A. Architecture, Inc. and shall remain the property of V.A. Architecture, Inc. They may not be copied, reproduced or altered in any way, shape or form without prior written approval and with appropriate compensation.

V.A. Architecture

JOB NO. 00-1001  
DATE: 10-24-06  
REVISIONS:  
DRAWN BY:



### OFFICE #'s F-210,F-211,F-212,F-273

- 4 - (C1) SECRETARIAL CHAIRS
- 12 - (C3) HIGH DENSITY STACKING CHAIRS - UPHOLSTERED
- 4 - (D2) CRT DESK W/ CRT RETURN
- 4 - (B1) 48" HEIGHT BOOKCASE

### OFFICE # F-272

- 1 - (C4) REGULAR EXECUTIVE CHAIR - SAM HOUSTON SERIES
- 4 - (C8) CLUB CHAIRS - SAM HOUSTON SERIES
- 1 - (D4) JUNIOR EXECUTIVE DESK - SAM HOUSTON SERIES
- 2 - (B3) 70" HIGH BOOKCASES - SAM HOUSTON SERIES
- 1 - (D5) JUNIOR CREDENZA - SAM HOUSTON SERIES
- 1 - (B2) BOOKCASE HUTCH - DOUBLE WIDE - SAM HOUSTON SERIES
- 1 - (D8) PRINTER TABLE - SAM HOUSTON SERIES

© ALL RIGHTS RESERVED  
DATE: 10-24-06



**V.A. Architecture**

Vargas & Associates 8029 Industrial drive McAllen, Texas 78501 (956) 671-0242

**JUVENILE  
JUSTICE CENTER**

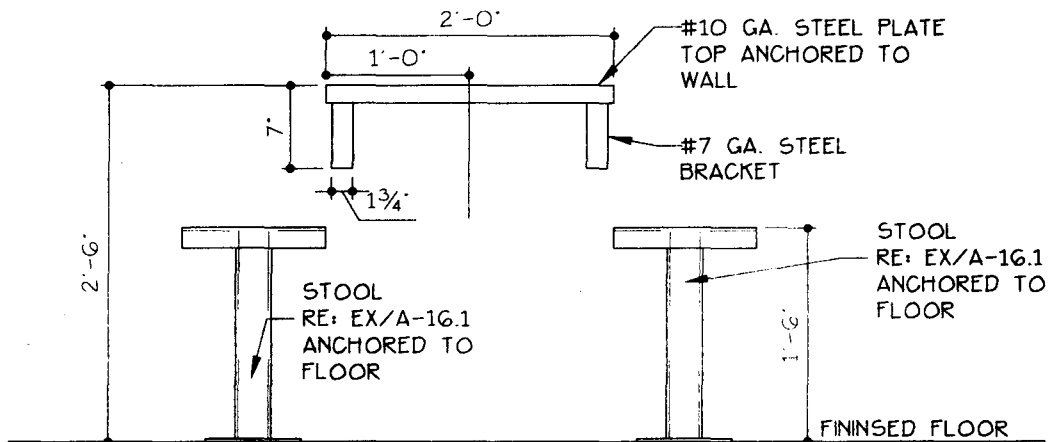
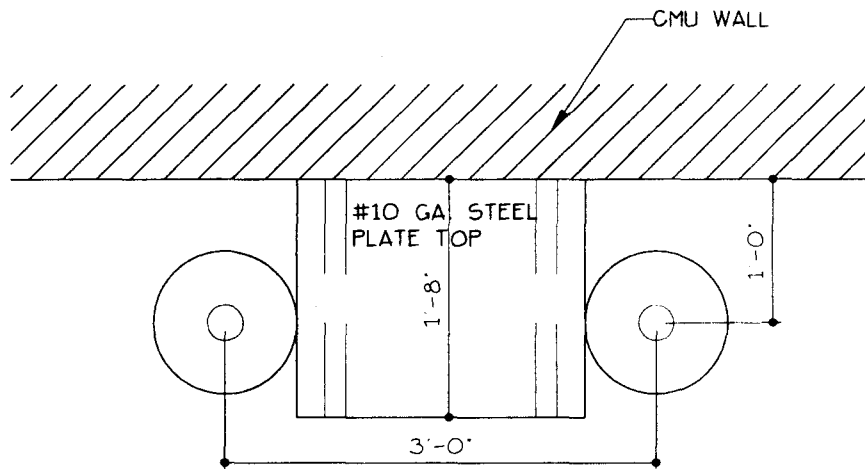
FOR  
HIDALGO COUNTY  
EDINBURG, TEXAS

These drawings and specifications are and shall remain the property of V.A. Architecture. They may not be copied, reproduced or altered in any way, shape or form without prior written approval and with appropriate compensation.

V.A. Architecture

JOB NO. 00-1001  
DATE: 10-24-06  
REVISIONS:  
DRAWN BY:





# COUNSEL TABLE

SCALE: 3/4" = 1' - 0"

PD42 FFE

© ALL RIGHTS RESERVED.  
DATE: 10-24-06

NEXT  
OF

DETAIL :



**V.A. Architecture**

Vargas & Associates 2029 Industrial drive McAllen, Texas 78501 (956) 831-8248

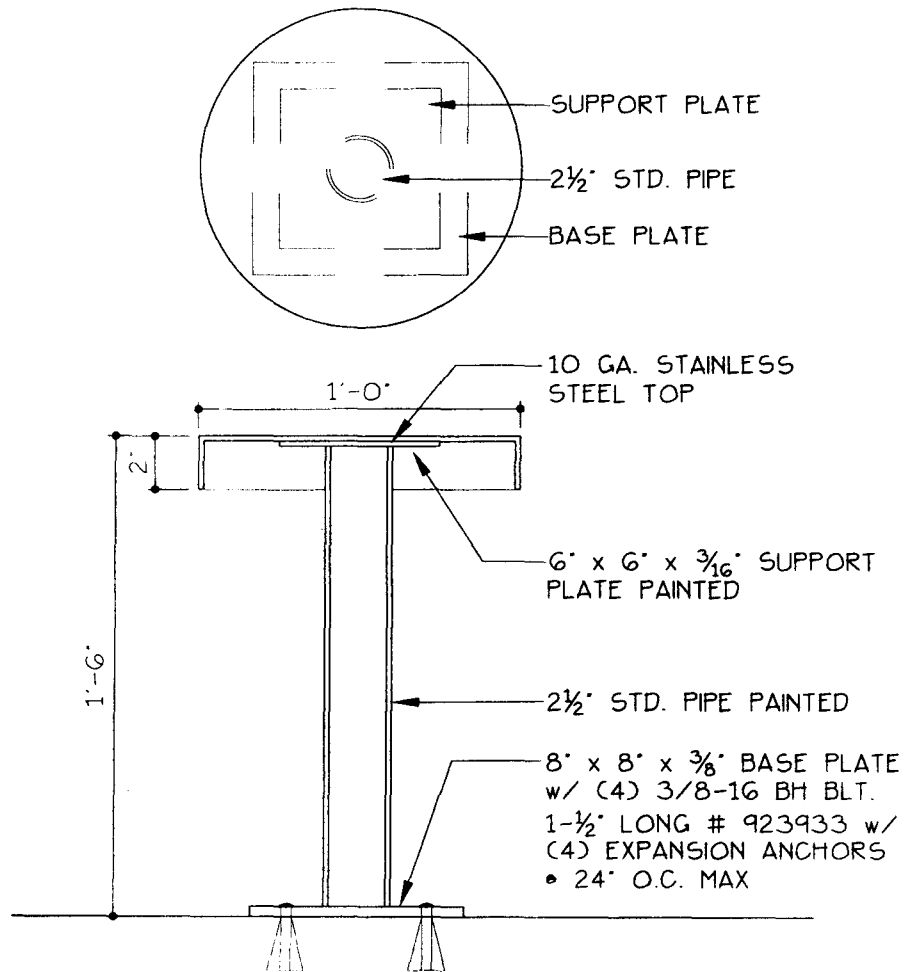
**JUVENILE  
JUSTICE CENTER**

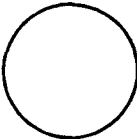
FOR  
HIDALGO COUNTY  
EDINBURG, TEXAS

These drawings and specifications are and shall remain the property of V.A. Architecture. They may not be reused, reproduced or altered in any way, shape or form without prior written approval and with appropriate compensation.

V.A. Architecture

JOB NO: 00-1001  
DATE: 10-24-06  
REVISIONS:  
DRAWN BY:




**STOOL**  
 SCALE 1 1/2" = 1' - 0"  
 PD39

© ALL RIGHTS RESERVED  
DATE: 10-24-06

HEET

DETAIL 2



**V.A. Architecture**

Yargue & Associates 8028 Industrial Drive McAllen, Texas 78501 (361) 831-2242

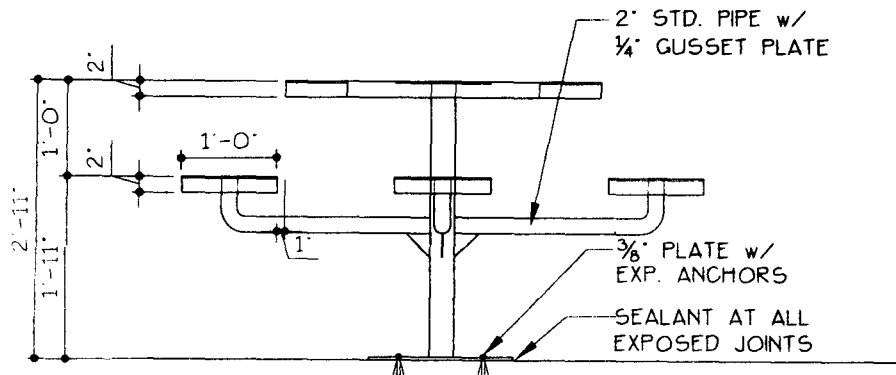
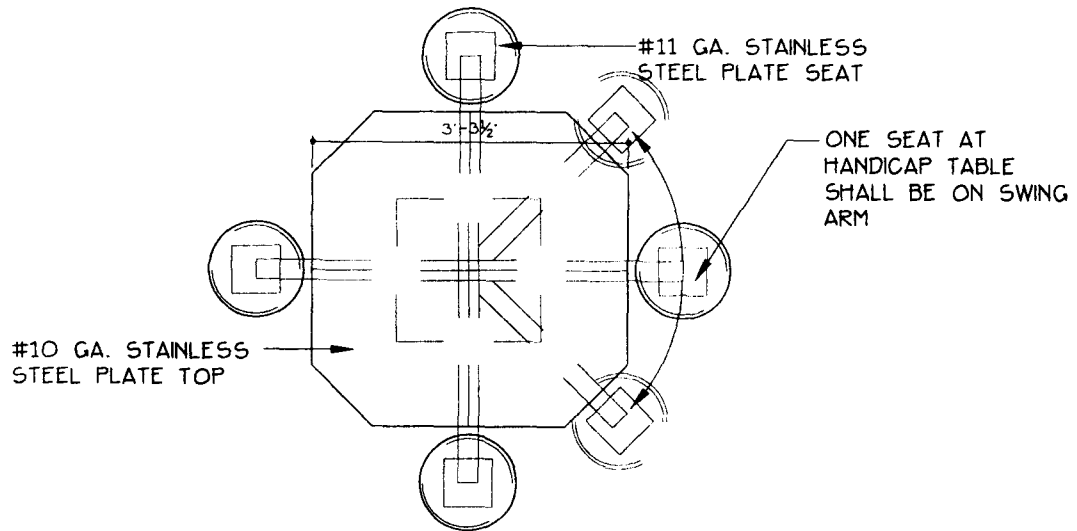
**JUVENILE  
JUSTICE CENTER**

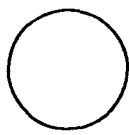
FOR  
HIDALGO COUNTY  
EDINBURG, TEXAS

These drawings and specifications are and shall remain the property of V.A. Architecture. They may not be reused, reproduced or altered in any way, shape or form without prior written approval and with appropriate compensation.

V.A. Architecture

JOB NO. 00-1001  
DATE: 10-24-06  
REVISIONS:  
DRAWN BY:




**4 - MAN TABLE**  
 SCALE: 1/2" = 1' - 0"  
 PD37

© ALL RIGHTS RESERVED  
DATE: 10-24-06

SHEET

DETAIL 3



**V.A Architecture**

Vargas & Associates 2029 Industrial Drive McAllen, Texas 78501 (956) 631-2342

**JUVENILE  
JUSTICE CENTER**

Hidalgo County  
EDINBURG, TEXAS

These drawings and specifications are and shall remain the property of V.A. Architecture. They may not be copied, reproduced or altered in any way shape or form without prior written approval and with appropriate representation.

V.A. Architecture

JOB NO. 00-1001  
DATE: 10-24-06  
REVISIONS:  
DRAWN BY:

# V·A Architecture

November 1, 2006

Martha L. Salazar, Purchasing Agent  
Hidalgo County  
Administration Building  
100 E. Cano Street  
Edinburg, Texas 78539

RE: Mario E. Ramirez, Jr. Juvenile Justice Center for the County of Hidalgo  
#C-05-007-0802

Ms. Salazar:

Enclosed please find a furniture comparison between Texas Correctional Industries (T.C.I.) Furniture catalog pricing and Hon Furniture catalog pricing. This comparison reflects a substantial cost difference in favor of T.C.I., however, does not reflect applicable discounts.

With the assistance of Hidalgo County Purchasing buyers, it was determined that after available discounts, the cost comparison would remain in favor of T.C.I. by approximately \$34,000.00.

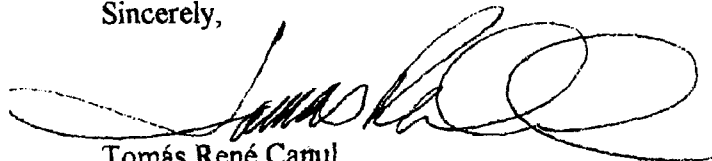
Please note that these costs take into consideration the Juvenile Probation Department's inventory of all existing furniture which can be relocated to the new facility. This inventory has resulted in a reduction of furniture cost by approximately \$50,000.00.

Thus, it is our recommendation that a purchase order for the procurement of fixtures, furnishings, and equipment for the new facility be issued to Texas Correctional Industries.

We have requested from TCI an updated proposal based on our numerous meetings with the Juvenile Probation Department.

Should you have any questions, please phone our office.

Sincerely,



Tomás René Canul

TRC: sic

00-1001\LTR\SALAZAR\110106

cc: Buddy Silva, Chief Juvenile Probation Officer

Vargas & Associates  
2029 Industrial Drive  
McAllen, Texas 78504  
(956) 631-2242

PROJECT NUMBER 00-1001

11/1/2006

**JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER  
EDINBURG, TEXAS**
**TEXAS CORRECTIONAL INDUSTRIES  
FURNITURE COMPARISON**

|      |                                         |     |            |             |
|------|-----------------------------------------|-----|------------|-------------|
| C-1  | SECRETARIAL CHAIR - EUROANALYST         | 93  | \$285.00   | \$26,505.00 |
| C-2  | NOT USED                                |     |            |             |
| C-3  | DAKOTA STACKABLE CHAIRS - UPHOLSTERED   | 261 | \$74.00    | \$19,314.00 |
|      | DAKOTA STACKABLE CHAIR - UN-UPHOLSTERED | 174 | \$44.00    | \$7,656.00  |
| C-4  | REGULAR EXECUTIVE CHAIR - SHS           | 7   | \$377.00   | \$2,639.00  |
| C-5  | 3 PLACE SOFA -TRADITIONAL               | 2   | \$682.00   | \$1,364.00  |
| C-6  | NOT USED                                |     |            | \$0.00      |
| C-7  | NOT USED                                |     |            | \$0.00      |
| C-8  | CLUB CHAIR - SHS                        | 36  | \$198.00   | \$7,128.00  |
| C-9  | NOT USED                                |     |            | \$0.00      |
| C-10 | JUDGES CHAIR -SHS                       | 1   | \$437.00   | \$437.00    |
| D-1  | NOT USED                                |     |            | \$0.00      |
| D-2  | CRT DESK W/ CRT RETURN - SFA            | 48  | \$895.00   | \$42,960.00 |
| D-3  | COMPUTER TABLE - SHS                    | 8   | \$319.00   | \$2,552.00  |
| D-4  | JUNIOR EXECUTIVE DESK - SHS             | 7   | \$1,035.00 | \$7,245.00  |
| D-5  | JUNIOR CREDENZA - SHS                   | 7   | \$869.00   | \$6,083.00  |
| D-6  | SENIOR EXECUTIVE DESK - SHS             | 1   | \$1,224.00 | \$1,224.00  |
| D-7  | SENIOR CREDENZA - SHS                   | 2   | \$906.00   | \$1,812.00  |
| T-1  | SICO TC-65 MOBILE FOLDING TABLE         | 12  |            | \$0.00      |
| T-2  | 36" X 72" CONFERENCE TABLE - SFA        | 4   | \$409.00   | \$1,636.00  |
| T-3  | 4 MAN DINING ROOM TABLE                 | 29  | \$775.00   | \$22,475.00 |
| T-4  | 4 MAN DINING ROOM TABLE - ADA           | 15  | \$775.00   | \$11,625.00 |
| T-5  | ROUND COFFEE TABLE - TRADITIONAL        | 4   | \$225.00   | \$900.00    |
| T-6  | NOT USED                                |     |            | \$0.00      |
| T-7  | NOT USED                                |     |            | \$0.00      |
| T-8  | 60" DIA ROUND CONFERENCE TABLE - SHS    | 1   | \$370.00   | \$370.00    |
| T-9  | 18" DEEP X 72" WIDE ALL PURPOSE TABLES  | 2   | \$185.00   | \$370.00    |
| T-10 | 18" DEEP X 72" WIDE ALL PURPOSE TABLES  | 2   | \$185.00   | \$370.00    |
| B-1  | BOOKCASE 48" HEIGHT                     | 65  | \$331.00   | \$21,515.00 |
| B-2  | BOOKCASE HUTCH - DOUBLE WIDE            | 9   | \$673.00   | \$6,057.00  |
| B-3  | BOOKCASE 70" HEIGHT                     | 15  | \$440.00   | \$6,600.00  |
| B-4  | BOOKCASE 30" HEIGHT W/ DOORS - SHS      | 2   | \$440.00   | \$880.00    |

\$200,270.00

\*PRICE EXCLUDES INSTALLATION, BUT INCLUDES T-3 AND T-4 DINING TABLES

HON  
FURNITURE COMPARISON

|      |                                            |     |            |              |
|------|--------------------------------------------|-----|------------|--------------|
| C-1  | SECRETARIAL CHAIR - 2070 SERIES GAMUT      | 93  | \$459.00   | \$42,687.00  |
| C-2  | NOT USED                                   |     |            |              |
| C-3  | 4040 OLSON STACKERS (UPHOLSTERED N/A)      | 261 | \$105.00   | \$27,405.00  |
|      | 4040 OLSON STACKERS - UN-UPHOLSTERED       | 174 | \$105.00   | \$18,270.00  |
| C-4  | MID BACK EXEC CHAIR - MEADOWBROOK 6500     | 7   | \$1,246.00 | \$8,722.00   |
| C-5  | 3 PLACE SOFA - 5175                        | 2   | \$1,754.00 | \$3,508.00   |
| C-6  | NOT USED                                   |     |            | \$0.00       |
| C-7  | NOT USED                                   |     |            | \$0.00       |
| C-8  | GUEST CHAIR - 6540                         | 34  | \$783.00   | \$26,622.00  |
| C-9  | GUEST CHAIR - MEADOWBROOK 6500             | 2   | \$983.00   | \$1,966.00   |
| C-10 | HIGH BACK EXEC CHAIR - MEADOWBROOK 6500    | 1   | \$1,344.00 | \$1,344.00   |
| D-1  | NOT USED                                   |     |            | \$0.00       |
| D-2  | CRT DESK W/ CRT RETURN - 92000             | 48  | \$3,040.00 | \$145,920.00 |
| D-3  | PRINTER STAND - 95000 (COMPUTER TABLE N/A) | 8   | \$1,223.00 | \$9,784.00   |
| D-4  | DBL PEDESTAL DESK - 95000                  | 7   | \$2,490.00 | \$17,430.00  |
| D-5  | CREDENZA W/ KNEE SPACE - 95000             | 7   | \$2,294.00 | \$16,058.00  |
| D-6  | DBL PEDESTAL DESK - 95000                  | 1   | \$2,490.00 | \$2,490.00   |
| D-7  | CREDENZA W/ KNEE SPACE - 95000             | 2   | \$2,294.00 | \$4,588.00   |
| T-1  | SICO TC-65 MOBILE FOLDING TABLE            | 12  |            | \$0.00       |
| T-2  | 36" X 72" CONFERENCE TABLE - 94000         | 4   | \$1,111.00 | \$4,444.00   |
| T-3  | 4 MAN DINING ROOM TABLE                    | 29  |            | \$0.00       |
| T-4  | 4 MAN DINING ROOM TABLE - ADA              | 15  |            | \$0.00       |
| T-5  | SQUARE COFFEE TABLE - 95000                | 4   | \$327.00   | \$1,308.00   |
| T-6  | NOT USED                                   |     |            | \$0.00       |
| T-7  | NOT USED                                   |     |            | \$0.00       |
| T-8  | 48" DIA ROUND CONFERENCE TABLE - 95000     | 1   | \$1,754.00 | \$1,754.00   |
| T-9  | 18" DEEP X 60" WIDE ALL PURPOSE TABLES     | 6   | \$709.00   | \$4,254.00   |
| T-10 | 24" DEEP X 72" WIDE ALL PURPOSE TABLES     | 2   | \$822.00   | \$1,644.00   |
| B-1  | BOOKCASE 48" HEIGHT - 95000                | 65  | \$1,178.00 | \$76,570.00  |
| B-2  | HUTCH - 95000                              | 2   | \$2,071.00 | \$4,142.00   |
| B-3  | FILE CABINET 70" HIGH                      | 1   | \$1,473.00 | \$1,473.00   |
| B-4  | LATERAL FILE 2 DRAWER - 95000              | 1   | \$1,473.00 | \$1,473.00   |

\$453,399.00

\*\* C-3 UN-UPHOLSTERED, D-3 IS A PRINTER STAND, D-6 AND D-7 SAME SIZE AS JR EXEC'S,  
T-2 NOT 95000 SERIES, T-8 AND T-9 MORE FEATURES, B-3 SAME SIZE AS JR EXEC'S,  
B-3 NOT 70" HIGH  
PRICE DOES NOT INCLUDE THE PRICE OF T-3 AND T-4 DINING TABLES AT APPRX. \$ 34,000.00  
NOR FREIGHT, DELIVERY, ASSEMBLY AND INSTALLATION

**AI-1003**

**18.A.10.**

**Information Technology Department  
CC REGULAR**

**Date:** 11/07/2006  
**Submitted By:** Priscilla Torres, PURCHASING DEPT.  
**Submitted For:** Marty Salazar  
**Department:** PURCHASING DEPT.

---

**Agenda Item**

**CAPTION**

Requesting authority to purchase computer equipment and peripherals from DELL through State of Texas DIR program for requisition #99500 for a total of \$5,264.68.

**BACKGROUND**

---

**Revenue & Expenditures**

**FISCAL YEAR:** 2006

**ACCT. #:** 6-1242-412-00-060-001-0-745

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

---

**Attachments**

Link: [Req. Agenda Requisition](#)

Confidential documents are indicated with a **(c)**.

---

**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Martha Salazar        | Marty Salazar  | 11/01/2006 04:30 PM | APRV   |
| 2         | Budget & Management   | Dina Trevino   | 11/01/2006 05:06 PM | APRV   |
| 3         | Rosalinda Cantu       | Rosie Cantu    | 11/02/2006 02:14 PM | APRV   |
| 4         | Purchasing Department | Marty Salazar  | 11/02/2006 02:31 PM | APRV   |
| 5         | Auditor's Office      | Linda Fong     | 11/03/2006 09:03 AM | APRV   |
| 6         | Arcy Duran            | Arcilia Duran  | 11/03/2006 09:15 AM | APRV   |
| 7         | Janie Lozano          | Janie Lozano   | 11/03/2006 11:07 AM | APRV   |
| 8         | Arcy Duran            | Arcilia Duran  | 11/03/2006 11:17 AM | APRV   |
| 9         | Agenda Coordinator    | Monica Badillo | 11/03/2006 01:13 PM | APRV   |

**Form Started By:** Priscilla Torres

**Started On:** 11/01/2006 02:10 PM

**Final Approval Date:** 11/03/2006

---

# Requisition

Req # 00099500

PO #

Date: 10/31/06

Bill To: x  
x

Vendor: 178136  
DELL MARKETING L.P.  
ONE DELL WAY  
RR1 MAILSTOP 8035  
ROUND ROCK TX 78682  
FAX (800)433-9527

Ship To: INFORMATION TECHNOLOGY DEPARTMENT  
100 N. CLOSNER, 1ST FL  
EDINBURG TX 78539

Contact: STEPHANIE  
956-292-7010

Contract No:

Special Instructions:

REQ. NO: 103106-2

DO NOT DUPLICATE ORDER

| QUANTITY | UOM  | DESCRIPTION                                                                                 | UNIT PRICE  | AMOUNT   |
|----------|------|---------------------------------------------------------------------------------------------|-------------|----------|
|          |      | JP PALACIOS                                                                                 |             |          |
|          |      | QUOTE NO: 325851545                                                                         |             |          |
| 1        | EACH | OptiPlex 745 Ultra Small Form Factor, Pentium D<br>945/3.40GHz 2X2M, 800FSB (222-5926)      | 1,328.88    | 1,328.88 |
| 2        | EACH | Latitude D620, Intel Core 2 Duo T7200, 2.00GHz, 667Mhz<br>4M L2 Cache, Dual Core (222-5570) | 1,967.90    | 3,935.80 |
|          |      | Account No                                                                                  | Encumbrance |          |
|          |      | 6-1242-412-00-060-001-0-745                                                                 | 5,264.68    |          |
|          |      |                                                                                             | Freight     | .00      |
|          |      |                                                                                             | Total       | 5,264.68 |
|          |      | REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233                                        |             |          |

*Request Approved*  
*DFK*

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



AI-971

18.A.11.

**"Qualified Interpreting Services"**  
**CC REGULAR**

**Date:** 11/07/2006

**Submitted By:** Veronica Gutierrez, PURCHASING DEPT.

**Submitted For:** Marty Salazar

**Department:** PURCHASING DEPT.

**Agenda Area:** Purchasing Department

**Purchasing only:** Hidalgo County

---

**Agenda Item**

**CAPTION**

Presentation for discussion, consideration and approval of final negotiated contracts, with A Sign Language Company and Valley Association for Independent Living, Inc. (VAIL), for "Qualified Interpreting Services" .

**BACKGROUND**

There were two ranked "as qualified" vendors:

Valley Association for Independent Living (VAIL) -Sign Language interpreting services only;  
A Sign Language Company: provides both sign language and equipment related services

Contract is effective January 01, 2007 through December 31, 2007 with Hidalgo County's option to extend the contract for one (1) additional year.

BAFO letters attached.

---

**Revenue & Expenditures**

**FISCAL YEAR:**

**ACCT. #:**

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

No accounts were submitted due to project being County Wide.

---

**Attachments**

Link: [Best and Final Offer](#)

Link: [Draft Contract](#)

Confidential documents are indicated with a **(c)**.

---

**Form Routing/Status**

| Route Seq | Inbox                 | Approved By      | Date                | Status |
|-----------|-----------------------|------------------|---------------------|--------|
| 1         | Purchasing Department | Marty Salazar    | 11/01/2006 03:20 PM | APRV   |
| 2         | Budget & Management   | Dina Trevino     | 11/01/2006 03:58 PM | APRV   |
| 3         | Mario Betancourt      | Mario Betancourt | 11/02/2006 09:00 AM | APRV   |
| 4         | Auditor's Office      | Linda Fong       | 11/03/2006 09:15 AM | APRV   |
| 5         | Arcy Duran            | Arcilia Duran    | 11/03/2006 09:17 AM | APRV   |
| 6         | Janie Lozano          | Janie Lozano     | 11/03/2006 11:19 AM | APRV   |
| 7         | Arcy Duran            | Arcilia Duran    | 11/03/2006 01:23 PM | APRV   |
| 8         | Elizabeth Cano        |                  |                     | NEW    |
| 9         | Agenda Coordinator    |                  |                     |        |

**Form Started By:** Veronica Gutierrez

**Started On:** 10/31/2006 02:32 PM

**Final Approval Date:**

---



PURCHASING DEPARTMENT  
County Of Hidalgo

**MEMORANDUM**  
**(IMMEDIATE REVIEW AND RESPONSE REQUIRED)**

To: W.W. Johnston, Executive Director  
Valley Association for Independent Living Inc.

Via Fax No. 956-631-7296

From: Veronica Gomez, Buyer *VG*  
Hidalgo County Purchasing Department

Date: October 24, 2006

Re: Contract Negotiation

Pursuant to your proposal for "Qualified Interpreting Services" for Hidalgo County, the Hidalgo County Purchasing Department is asking if this is your best and final offer on your proposed scope of work and services for the mentioned project. If so please sign below and fax back to the Hidalgo County Purchasing Department.

Please indicate below and return via fax 318-2629 by no later than 5:00 p.m., Friday, October 27, 2006.

Best and final offer of the proposed amount of \$ per proposal.

Signed:

W. W. Johnston by Patricia Gomez

Date:

10-25-06



PURCHASING DEPARTMENT  
County Of Hidalgo

**MEMORANDUM**  
**(IMMEDIATE REVIEW AND RESPONSE REQUIRED)**

To: Raquel Taylor, Owner  
A Sign Language Company

From: Veronica Gomez, Buyer *VG*  
Hidalgo County Purchasing Department

Date: October 24, 2006

Re: Contract Negotiation

Via Fax No. 956-868-8465

Pursuant to your proposal for "Qualified Interpreting Services" for Hidalgo County, the Hidalgo County Purchasing Department is asking if this is your best and final offer on your proposed scope of work and services for the mentioned project. If so please sign below and fax back to the Hidalgo County Purchasing Department.

Please indicate below and return via fax 318-2629 by no later than 5:00 p.m., Friday, October 27, 2006.

Best and final offer of the proposed amount of \$ as proposed (No Changes)

Signed: \_\_\_\_\_

Date: 10/31/06

THE STATE OF TEXAS §  
COUNTY OF HIDALGO §

### SERVICE CONTRACT

THIS CONTRACT is made and entered into this \_\_\_\_ day of \_\_\_\_\_ by  
and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and \_\_\_\_\_  
, Elsa, Texas ("Company").

WHEREAS, Company responded to advertised notices for qualification/proposals  
for "**QUALIFIED INTERPRETING SERVICES**" (the "Services"); and

WHEREAS, Company submitted qualifications/proposals to provide services in  
accordance with the specifications as bid, a copy of such specifications and bid being  
attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all  
purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to  
perform the Services in accordance with Specifications, the Commissioners Court of  
County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further  
consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in  
order to provide the Services to Hidalgo County for: "**QUALIFIED INTERPRETING  
SERVICES**". This Contract does not extend to any third parties any duties or benefits  
conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the  
term of this Contract, and shall be obligated to render and provide the Services in

accordance with the Specifications within **Hidalgo County** following a request for Services by the Commissioner or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning the \_\_\_\_\_ Day of \_\_\_\_\_ and ending \_\_\_\_\_ and may be extended at the sole discretion of County for an additional one year, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional

insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:

**The County of Hidalgo  
Attn: County Judge  
100 E. Cano  
Edinburg, Texas 78539**

If to Company:

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

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such

invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice to Company.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

COUNTY OF HIDALGO

ATTEST:

By: \_\_\_\_\_  
Ramón García, County Judge

\_\_\_\_\_  
Eddy Trevino, County Clerk

COMPANY:

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Atlas & Hall

**Exhibit "A"**

**Specifications**

**Draft**



**EXHIBIT "B"**

**Payment Schedule**

AI-955

18.A.12.

**"Gasoline, On & Off Highway Diesel Fuel"**

**CC REGULAR**

**Date:** 11/07/2006  
**Submitted By:** Veronica Gutierrez, PURCHASING DEPT.  
**Submitted For:** Marty Salazar  
**Department:** PURCHASING DEPT.  
**Agenda Area:** Purchasing Department

---

**Agenda Item**

**CAPTION**

Presentation for consideration, discussion, acceptance and approval of Fleet Fueling System Application (ORIGINAL) to be forwarded to Arguindegui Oil Co. II, Ltd. as submitted by Hidalgo County Constable Precinct No. 3 and detailing the holders and users under awarded contract for Gasoline, On & Off Highway Diesel Fuel.

**BACKGROUND**

---

**Revenue & Expenditures**

**FISCAL YEAR:** 2006

**ACCT. #:** 6-1100-421-00-293-001-0-682

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Available balance of \$3432.62.

---

**Attachments**

Link: [Fleet Fueling Systems Application](#)

Link: [Memo from Constable](#)

Confidential documents are indicated with a **(c)**.

---

**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Purchasing Department | Marty Salazar  | 11/01/2006 02:57 PM | APRV   |
| 2         | Budget & Management   | Dina Trevino   | 11/01/2006 03:58 PM | APRV   |
| 3         | Dale Kennan           | Dale Kennan    | 11/01/2006 04:15 PM | APRV   |
| 4         | Auditor's Office      | Linda Fong     | 11/02/2006 04:05 PM | APRV   |
| 5         | Arcy Duran            | Arcilia Duran  | 11/03/2006 05:08 PM | APRV   |
| 6         | Elizabeth Cano        | Elizabeth Cano | 11/03/2006 04:01 PM | NEW    |
| 7         | Agenda Coordinator    |                |                     |        |

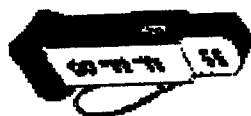
**Form Started By:** Veronica Gutierrez

**Started On:** 10/30/2006 03:09 PM

**Final Approval Date:**

---

**QFZ**



**Attn: Heather**

## Attention Customer

**be fill in your requirements per card**

Horizontal Contact Signature Larry Gallardo  
 npany Name Hudson County, Christine P 3  
201-6800

Count Number \_\_\_\_\_ Phone Number 321-6200

## Requirements

**For differences**  
Need more than 10 cards, please make a copy of this form before continuing

**(optional)**

| ALL MY CARDS HAVE THE SAME SECURITY PROMOTIONS |                |           |                                                                                        |                         |                                                           |                           |
|------------------------------------------------|----------------|-----------|----------------------------------------------------------------------------------------|-------------------------|-----------------------------------------------------------|---------------------------|
| Vehicle Description                            | Vehicle Number | Odometer  | On-Site Manual Entry                                                                   | Gallon Limit            | Fuel Requirements                                         | # OF TRANSACTIONS PER DAY |
| Vehicle Description                            | Vehicle Number | Odometer  | On-Site Manual Entry                                                                   | Gallon Limit            | Fuel Requirements                                         | # OF TRANSACTIONS PER DAY |
| Two card system implemented.                   | Up to 4 digits | Yes or No | For drivers to input their vehicle or employee # at time of fueling (1 card) Yes or No | State size of fuel tank | Products and services needed per card See options below.* |                           |
| no card system"                                | 4567           | yes       | yes                                                                                    | 50                      | 02                                                        | 03                        |
| Richard Edwards                                |                | yes       | yes                                                                                    | -                       | -                                                         | 03                        |
| Lee P. Foster                                  |                | yes       | yes                                                                                    | -                       | -                                                         | 03                        |

- All Products
- All Fuels

02-Dsl Only  
04-Uni Only

### 06- All Gasoline



## CONSTABLE PRECINCT 3

LAZARO "LARRY" GALLARDO, JR.

Date: 10/25/06

To: Hidalgo County Purchasing Department  
C/O Veronica Gomez

From: Constable Department Pct.3

Ref: Fuel card

I here by request two new fuel cards for two new employees by the name of Richard Flores and Lee P. Foster. They both will be able to fuel up 24 hours a day, 7 days a week with all grades of unleaded fuel.

Thank You

A handwritten signature in black ink that reads "Eldon Dunn".

Deputy Eldon Dunn

AI-1036

18.A.13.

**PUBLIC PAY TELEPHONE SERVICES  
CC REGULAR**

**Date:** 11/07/2006

**Submitted By:** Moises Salazar, PURCHASING DEPT.

**Submitted For:** Marty Salazar

**Department:** PURCHASING DEPT.

**Agenda Area:** Purchasing Department

**Purchasing only:** Hidalgo County

---

**Agenda Item**

**CAPTION**

Requesting authority to re-advertise for: "Public Pay Telephone Services"-RFP due to no proposals received. (2006-336-11-01-MSS)

**BACKGROUND**

Proposed schedule of events:

1st Advertisement 11/11/06

2nd Advertisement 11/25/06

Response due date: 12/06/06

---

**Revenue & Expenditures**

---

**Attachments**

*No file(s) attached.*

---

**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Purchasing Department | Marty Salazar  | 11/02/2006 12:58 PM | APRV   |
| 2         | Budget & Management   | Dina Trevino   | 11/02/2006 02:36 PM | APRV   |
| 3         | Dale Kennan           | Dale Kennan    | 11/02/2006 02:38 PM | APRV   |
| 4         | Auditor's Office      | Linda Fong     | 11/03/2006 09:54 AM | APRV   |
| 5         | Agenda Coordinator    | Monica Badillo | 11/03/2006 10:33 AM | APRV   |

**Form Started By:** Moises Salazar

**Started On:** 11/02/2006 08:44 AM

**Final Approval Date:** 11/03/2006

---

AI-947

18.A.14.

**CLAIMS: ELECTIONS DEPARTMENT  
CC REGULAR**

**Date:** 11/07/2006  
**Submitted By:** Priscilla Torres, PURCHASING DEPT.  
**Submitted For:** Marty Salazar  
**Department:** PURCHASING DEPT.  
**Purchasing only:** Hidalgo County

---

**Agenda Item**

**CAPTION**

Presentation by for discussion, consideration, acceptance and approval of claims/invoices with authority for auditor to issue payment for the items detailed in "Exhibit A" as attached hereto:

Elections Department for Staples in the total amount of \$489.99. (see explanantion under Background)

**BACKGROUND**

Department had obtained PO# 571301. When merchandise was received, parts were missing and merchandise was returned. When invoiced by vendor, the total amounts and descriptions were different. Auditor's refused to pay with said P.O. due to change of description, and difference in amounts.

---

**Revenue & Expenditures**

**FISCAL YEAR:** 2006

**ACCT. #:** 6-1100-414-00-130-001-0-665

**FUNDS AVAILABLE Y/N?:** No

**MATCHING FUNDS Y/N?:** No

**BUDGETARY IMPACT:**

Requesting approval pending line item transfer.

---

**Attachments**

Link: [Claim: Election's Department](#)

Confidential documents are indicated with a (c).

---

**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Martha Salazar        | Marty Salazar  | 11/01/2006 04:27 PM | APRV   |
| 2         | Budget & Management   | Dina Trevino   | 11/01/2006 04:59 PM | APRV   |
| 3         | Rosalinda Cantu       | Rosie Cantu    | 11/02/2006 01:36 PM | APRV   |
| 4         | Purchasing Department | Marty Salazar  | 11/02/2006 02:29 PM | APRV   |
| 5         | Auditor's Office      | Linda Fong     | 11/02/2006 03:59 PM | APRV   |
| 6         | Arcy Duran            | Arcilia Duran  | 11/03/2006 05:04 PM | APRV   |
| 7         | Elizabeth Cano        | Elizabeth Cano | 11/03/2006 03:57 PM | NEW    |
| 8         | Agenda Coordinator    |                |                     |        |

**Form Started By:** Priscilla Torres

**Started On:** 10/30/2006 10:34 AM

**Final Approval Date:**

---

**COUNTY WIDE AGENDA CLAIMS**

**EXHIBIT "A"**

**11/07/2006**

| <u>DEPARTMENT</u>       | <u>VENDOR</u> | <u>AMOUNT</u> | <u>ACCOUNT NUMBER</u>       |
|-------------------------|---------------|---------------|-----------------------------|
| 1. Elections Department | Staples       | \$ 489.99     | 6-1100-414-00-130-001-0-665 |

2006 Invoice. Department had obtained PO# 571301. When merchandise was received, parts were missing, and was returned. Department was under the assumption that vendor would be replacing the items with similar merchandise.

|                      |           |
|----------------------|-----------|
| <u>Total Amount:</u> | \$ 489.99 |
|----------------------|-----------|



# ELECTIONS DEPARTMENT

## County of Hidalgo



TERESA R. NAVARRO  
Elections Administrator

TO: MARTHA SALAZAR  
PURCHASING DEPARTMENT

FROM: TERESA NAVARRO  
ELECTIONS ADMINISTRATOR

DATE: OCTOBER 25, 2006

RE: CLAIM

I AM HEREBY SUBMITTING THE FOLLOWING BILL FROM STAPLES IN THE AMOUNT OF \$489.99 TO BE PROCESSED AS A CLAIM FOR PAYMENT.

WE HAD PLACED AN ORDER FOR A GARMIN GPS 18 BUT WHEN RECEIVED PARTS WERE MISSING AND HAD TO BE RETURNED. MANUFACTURER SAID THEY WOULD REPLACE ITEM WITH SOMETHING SIMILAR TO WHAT WE NEEDED. WE RECEIVED A GARMIN GPS C330 TO REPLACE THE OTHER ONE.

YOUR ASSISTANCE IN THIS MATTER IS GREATLY APPRECIATED.

**RECEIVED**

OCT 25 2006

PURCHASING DEPT.

*12 10555*



**STAPLES**  
 To reach Customer Service,  
 please dial 1-877-826-7755.  
 that was easy!"

REFER TO THIS ORDER NO. FOR ALL INQUIRIES

|                    |           |                    |
|--------------------|-----------|--------------------|
| CUSTOMER NO.       | SHIP DATE | ORDER NO.          |
| 0001031245         | 8/09/06   | 7024657554-0000001 |
| PURCHASE ORDER NO. |           | RELEASE NO.        |
| 571301             |           |                    |
| COST CENTER        |           | REQUISITIONER      |

SHIPPING LOCATION: Dallas, TX FC CARRIER/ROUTE: UPS/UPS /U2

TOTAL PACKAGES: 1

PAGE: 1

**SOLD TO**

HIDALGO COUNTY  
 100 E CANO  
 4TH FLR  
 EDINBURG, TX 78540

Staples Business Advantage

HIDALGO COUNTY  
 PATTY ZAPATA  
 101 S 10TH ST  
 EDINBURG, TX 78540  
 Contact: (956) 318-2570 - PATTY ZAPATA

**SPECIAL INSTRUCTIONS**

*Refused.*

| Line                                                                             | ITEM NUMBER | ITEM DESCRIPTION / MODEL NUMBER             | UNIT/ MEAS. | QTY. ORDERED | QTY. SHIPPED | B/O qty | Your Price | Extended Amount |
|----------------------------------------------------------------------------------|-------------|---------------------------------------------|-------------|--------------|--------------|---------|------------|-----------------|
| 1                                                                                | 576463      | GARMIN GPS18 FOR NOTEBOOK PCS /010-00321-51 | EA          | 2            | 2            | 0       | 129.99     | 259.98          |
| Merchandise total... 259.98<br>Delivery... 10.00CR<br>Tax... .00<br>-----<br>.00 |             |                                             |             |              |              |         |            |                 |

Need to return an item? Call Customer Service to process your return.  
 Or Simply login to [www.StaplesLink.com](http://www.StaplesLink.com), click Order Management and Returns.

**THIS IS NOT AN INVOICE**



To reach Customer Service,  
please dial 1-877-826-7755.  
that was easy:-

REFER TO THIS ORDER NO. FOR ALL INQUIRIES

|                    |           |                   |
|--------------------|-----------|-------------------|
| CUSTOMER NO.       | SHIP DATE | ORDER NO.         |
| 0001031245         | 8/21/06   | 7024925811-000001 |
| PURCHASE ORDER NO. |           | RELEASE NO.       |
| 571301             |           |                   |
| COST CENTER        |           | REQUISITIONER     |
|                    |           |                   |

Staples Business Advantage

SHIPPING LOCATION: Atlanta, GA FC

CARRIER/ROUTE: UPT/UPS /U1

HIDALGO COUNTY

PATTY ZAPATA

101 S 10TH ST

EDINBURG, TX 78540

Contact: (956) 318-2570 - PATTY ZAPATA

HIDALGO COUNTY

100 E CANO

4TH FLR

EDINBURG, TX

SOLD TO

VOICE rec'd by: 8/28/06  
Goods/Services Rec'd by: 8/28/06  
P.O.# 571301

SPECIAL INSTRUCTIONS

| Line                                                                                                                                                                                                                                        | ITEM NUMBER | ITEM DESCRIPTION / MODEL NUMBER           | UNIT/ MEAS | QTY. ORDERED | QTY. SHIPPED | B/O qty | Your Price | Extended Amount |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-------------------------------------------|------------|--------------|--------------|---------|------------|-----------------|
| 1                                                                                                                                                                                                                                           | 607401      | GARMIN STREETPILOT C330 GPS /010-00401-10 | EA         | 1            | 1            | 0       | 499.99     | 499.99          |
| *****<br>You're invited... Complete our Voice of the Customer Survey<br>Log on to <a href="http://www.surveymaster.com">www.surveymaster.com</a> or call 1 (800) 890-7729<br>Survey Code 7024925811 Survey Code Expires 0000000000<br>***** |             |                                           |            |              |              |         |            |                 |
| Need to return an item? Call Customer Service to process your return.<br>Or Simply login to <a href="http://www.stapleslink.com">www.stapleslink.com</a> , click Order Management and Returns.                                              |             |                                           |            |              |              |         |            |                 |
| Merchandise total.....                                                                                                                                                                                                                      |             |                                           |            |              |              |         |            | 499.99          |
| Delivery.....                                                                                                                                                                                                                               |             |                                           |            |              |              |         |            | 10.00CR         |
| Tax.....                                                                                                                                                                                                                                    |             |                                           |            |              |              |         |            | .00             |

Staples® Check your order status on [www.StaplesLink.com](http://www.StaplesLink.com). Click My Order

News & Previews Status under Order Management.

TERMS: PAYMENT METHOD: TOTAL VALUE OF ORDER: 489.99

Thank You For Your Order! Staples, Inc.



# Purchase Order

## COUNTY OF HIDALGO

PO#: 571301

DATE: 08/09/06

Page No 1 Of 1  
Needed 08-08-06

VENDOR: 319449 REQ:00094352  
FAX (866)572-8032 Email  
Phone (800)793-0468  
STAPLES BUSINESS ADVANTAGE  
3711 BRIARPARK DRIVE, SUITE 275  
HOUSTON TX 77042

BUYER: pzapata  
SHIP TO: ELECTIONS  
101 S. 10TH ST  
ANNEX BLDG #2  
EDINBURG TX 78539

CONTACT:  
SITE: ELECTIONS

Special Instructions: REQ# 280

### VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

| QUANTITY                                                                   | UOM  | DESCRIPTION                                                                                                                                                       | UNIT PRICE | AMOUNT           |
|----------------------------------------------------------------------------|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|------------------|
| 2                                                                          | EACH | DO NOT DUPLICATE ORDER<br>AS PER TASB BUYBOARD PRICING<br>576463 GARMIN GPS 18 FOR NOTEBOOK PC'S<br>REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233<br>Total | 119.89     | 239.78<br>239.78 |
| *****<br>For Hidalgo County use only<br>6-1100-414-00-130-001-0-665 239.78 |      |                                                                                                                                                                   |            |                  |

Authorized by:

*Marta L. Salazar*

AI-1017

18.A.15.

**CC REGULAR**

**Date:** 11/07/2006

**Submitted By:** Gricelda Villarreal, PURCHASING DEPT.

**Submitted For:** Gricelda Villarreal

**Department:** PURCHASING DEPT.

**Agenda Area:** Purchasing Department

**Purchasing only:** Hidalgo County

---

**Agenda Item**

**CAPTION**

Requesting authority to advertise a request for bids for: "Safety End Treatments" (#06-273) and approval of draft specifications as attached hereto.

**BACKGROUND**

---

**Revenue & Expenditures**

**FISCAL YEAR:**

**ACCT. #:**

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

**FISCAL YEAR:**

**ACCT. #:**

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

This is a County Wide project on an as needed basis:

Pct. 1 6-1201-431-00-121-005-0-674; Pct. 2: 06-1203-431-00-122-006-0-674;

Pct. 3: 6-1203-431-00-123-005-0-674; Pct. 4: 06-1204-431-00-124-007-0-679

---

**Attachments**

Link: [specs](#)

Confidential documents are indicated with a **(c)**.

---

**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Purchasing Department | Marty Salazar  | 11/02/2006 12:56 PM | APRV   |
| 2         | Budget & Management   | Dina Trevino   | 11/02/2006 01:46 PM | APRV   |
| 3         | Auditor's Office      | Linda Fong     | 11/03/2006 09:49 AM | APRV   |
| 4         | Agenda Coordinator    | Monica Badillo | 11/03/2006 10:33 AM | APRV   |

**Form Started By:** Gricelda Villarreal

**Started On:** 11/01/2006 03:34 PM

**Final Approval Date:** 11/03/2006

---

**HIDALGO COUNTY**  
**"Safety End Treatments"**  
**Bid No. 2006-273-00-00CGV**

**TERMS AND CONDITIONS**

- Bidder(s) shall supply, where needed (on an "As Needed" Basis) in Hidalgo County, or Job Site, "Precast Safety End Treatments".
- 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.
- Hidalgo County may award the bid on a lump sum basis to one (1) bidder or to multiple bidders on an item bid basis, whichever is in the best interest of the County.
- After bid is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with contractual agreement, Hidalgo County reserves the right to seek services from the next low bidder(s). In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s).
- Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performances of services ordered, or (c) terminated by County with thirty (30) days written notice prior to cancellation.
- All costs and expenses associated with the preparation and submission of (bids, proposals and or/quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County

**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). **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.
  - 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.

**TERM:**

Bid prices shall remain firm for a period of one(1) year. Initial term of the contract will be commencing upon expiration of current contract (December 31, 2006) with the County's option to extend for an additional sixty (60) day Grace Period, under the same rates, terms and conditions.

**ADDITIONAL INFORMATION:**

TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

Hidalgo County is requesting that all questions, inquiries and clarifications regarding bid, be addressed to: Martha L. Salazar, CPPB, Purchasing Agent, ATTN: Cris Villarreal, Buyer, 100 E. Cano Street- 4<sup>th</sup> Floor, Edinburg, Texas 78539, by **Wednesday**, . Responses to questions will be via facsimile by no later than, **Friday**, .

**HIDALGO COUNTY**  
**"Safety End Treatments"**  
**Bid No. 2006-273-00-00CGV**

**SPECIFICATIONS & BID PAGE**

**I. PRECAST SAFETY END TREATMENT - TYPE II RIPRAP-PSET-RR**

(SEE ATTACHED EXHIBIT "B" FOR MEASUREMENTS OF PRECAST SAFETY END TREATMENTS)

| SIZE | SLOPE | UNIT PRICE |
|------|-------|------------|
| 18"  | 6-1   | \$ _____   |
| 18"  | 4-1   | \$ _____   |
| 24"  | 6-1   | \$ _____   |
| 24"  | 4-1   | \$ _____   |
| 30"  | 6-1   | \$ _____   |
| 30"  | 4-1   | \$ _____   |

| SIZE | PIPE RUNNERS | UNIT PRICE |
|------|--------------|------------|
| 18"  | 6-1          | \$ _____   |
| 18"  | 4-1          | \$ _____   |
| 24"  | 6-1          | \$ _____   |
| 24"  | 4-1          | \$ _____   |
| 30"  | 6-1          | \$ _____   |
| 30"  | 4-1          | \$ _____   |

ADDITIONAL FEES: (IF ANY) \$ \_\_\_\_\_

**HIDALGO COUNTY**  
**"Safety End Treatments"**  
**Bid No. 2006-273-00-00CGV**

**SPECIFICATIONS & BID PAGE**

**II. SAFETY END TREATMENT - TYPE II- CROSS DRAINAGE PSET-SC AND PSET-RC**

| <b>SIZE<br/>PSET-SC</b> | <b>SLOPE</b> | <b>UNIT PRICE</b> | <b>SIZE<br/>P SET-RC</b> | <b>SLOPE</b> | <b>UNIT PRICE</b> |
|-------------------------|--------------|-------------------|--------------------------|--------------|-------------------|
| 18"                     | 6-1          | \$ _____          | 18"                      | 6-1          | \$ _____          |
| 18"                     | 4-1          | \$ _____          | 18"                      | 4-1          | \$ _____          |
| 24"                     | 6-1          | \$ _____          | 24"                      | 6-1          | \$ _____          |
| 24"                     | 4-1          | \$ _____          | 24"                      | 4-1          | \$ _____          |
| 30"                     | 6-1          | \$ _____          | 30"                      | 6-1          | \$ _____          |
| 30"                     | 4-1          | \$ _____          | 30"                      | 4-1          | \$ _____          |

| <b>SIZE</b> | <b>PIPE RUNNERS</b> | <b>UNIT PRICE</b> |
|-------------|---------------------|-------------------|
| 18"         | 6-1                 | \$ _____          |
| 18"         | 4-1                 | \$ _____          |
| 24"         | 6-1                 | \$ _____          |
| 24"         | 4-1                 | \$ _____          |
| 30"         | 6-1                 | \$ _____          |
| 30"         | 4-1                 | \$ _____          |

ADDITIONAL FEES: (IF ANY) \$ \_\_\_\_\_



**HIDALGO COUNTY**  
**"Safety End Treatments"**  
**Bid No. 2006-273-00-00CGV**

**SPECIFICATIONS & BID PAGE**

**III. PRECAST SAFETY END TREATMENT - TYPE II PARALLEL DRAINAGE -PSET-RP**

| SIZE | SLOPE | UNIT PRICE |
|------|-------|------------|
| 18"  | 6-1   | \$ _____   |
| 18"  | 4-1   | \$ _____   |
| 24"  | 6-1   | \$ _____   |
| 24"  | 4-1   | \$ _____   |
| 30"  | 6-1   | \$ _____   |
| 30"  | 4-1   | \$ _____   |

| SIZE | PIPE RUNNERS | UNIT PRICE |
|------|--------------|------------|
| 18"  | 6-1          | \$ _____   |
| 18"  | 4-1          | \$ _____   |
| 24"  | 6-1          | \$ _____   |
| 24"  | 4-1          | \$ _____   |
| 30"  | 6-1          | \$ _____   |
| 30"  | 4-1          | \$ _____   |

ADDITIONAL FEES: (IF ANY) \$ \_\_\_\_\_

BIDDER'S NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP CODE: \_\_\_\_\_

PHONE NUMBER/FAX NUMBER: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

AI-1035

18.A.16.

**NEW ADULT PROBATION FACILITY-CORNERSTONE PLAQUE  
CC REGULAR**

**Date:** 11/07/2006

**Submitted By:** Darlene Betancourt, PURCHASING DEPT.

**Submitted For:** Marty Salazar

**Department:** PURCHASING DEPT.

**Agenda Area:** Purchasing Department

**Purchasing only:** Hidalgo County

---

**Agenda Item**

**CAPTION**

Presentation for discussion, consideration, acceptance & approval of the proposed cornerstone Plaque (as proposed by project architect ROFA Architects, Inc.) in connection with the "**New Adult Probation Facility**".

**BACKGROUND**

See attached plaque

---

**Revenue & Expenditures**

**FISCAL YEAR:**

**ACCT. #:** 6-1301-423-20-320-017-0-720

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Funding for this item is part of the original bid for Descon Construction and would be included in PO# 558845 (as per Darlene B.) PO# 558845 has an available balance of 622179.00.

---

**Attachments**

Link: [New Adult Probation-Plaque](#)

Confidential documents are indicated with a (c).

---

**Form Routing/Status**

| Route Seq | Inbox                 | Approved By        | Date                | Status |
|-----------|-----------------------|--------------------|---------------------|--------|
| 1         | Purchasing Department | Darlene Betancourt | 11/02/2006 02:07 PM | APRV   |
| 2         | Budget & Management   | Dina Trevino       | 11/02/2006 02:37 PM | APRV   |
| 3         | Dale Kennan           | Dale Kennan        | 11/02/2006 03:00 PM | APRV   |
| 4         | Auditor's Office      | Linda Fong         | 11/03/2006 09:54 AM | APRV   |
| 5         | Agenda Coordinator    | Monica Badillo     | 11/03/2006 10:33 AM | APRV   |

**Form Started By:** Darlene Betancourt

**Started On:** 11/02/2006 08:32 AM

**Final Approval Date:** 11/03/2006

---

1/4" RAISED BORDER

BEVEL EDGE

1'-6"

2'-0"

NEW ADULT PROBATION  
BUILDING  
HIDALGO COUNTY

COUNTY COMMISSIONERS

COUNTY JUDGE ————— RAMON GARCIA  
COMMISSIONER PRECINCT 1 ————— SYLVIA S. HANDY  
COMMISSIONER PRECINCT 2 ————— HECTOR "TITO" PALACIOS  
COMMISSIONER PRECINCT 3 ————— JOE M. FLORES  
COMMISSIONER PRECINCT 4 ————— OSCAR L. GARZA, JR.

RIKE OGDEN FIGUEROA ALLEX ARCHITECTS, INC.

DESCON CONSTRUCTION LP.

**AI-991**

**18.A.17.**

**Mail Service**

**CC REGULAR**

**Date:** 11/07/2006

**Submitted By:** Mary Maldonado, PURCHASING DEPT.

**Submitted For:** Marty Salazar

**Department:** PURCHASING DEPT.

**Agenda Area:** Purchasing Department

**Purchasing only:** Hidalgo County

---

**Agenda Item**

**CAPTION**

Presentation for discussion, consideration and approval for Hidalgo County to exercise the option to renew for an additional one (1) year term (as provided in contract) with Upper Valley Mail Services, LLP.

**BACKGROUND**

---

**Revenue & Expenditures**

**FISCAL YEAR:** 2006

**ACCT. #:** 6-1100-419-60-110-032-0-350

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

---

**Attachments**

Link: [Mail Services](#)

Confidential documents are indicated with a **(c)**.

---

**Form Routing/Status**

**Route Seq Inbox**

**Approved By Date**

**Status**

1 Purchasing Department  
2 Budget & Management  
3 Auditor's Office  
4 Agenda Coordinator

NEW

**Form Started By:** Mary Maldonado

**Started On:** 11/01/2006 10:33 AM

**Final Approval Date:**

---



PURCHASING DEPARTMENT  
County Of Hidalgo

November 1, 2006

Mr. Patrick Hettler  
Upper Valley Mail Services LLP  
1418 Beech #109  
McAllen, Texas 78501

Dear Mr. Hettler:

Hidalgo County is requesting a one year extension of the "Mailing Services" as provided in Article 3 of the current service contract, which will expire on December 31, 2006.

This letter will serve as the County's written notice for renewal under the same rates, terms and conditions.

Thank you for your attention to this matter. If you should have any questions or comments, or require anything further, please do not hesitate to contact me.

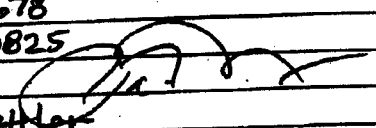
Sincerely,

*Mary A. Maldonado*  
Mary A. Maldonado  
Contract Manager

**HIDALGO COUNTY**  
**"MAILING SERVICES"**  
**BID NO. 05-365-11-30**

**BID SHEET**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |       |       |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-------|
| Price per Letter Picked Up:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | - 0 - | 4.5 ¢ |
| Price per Package Picked Up:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | - 0 - | - 0 - |
| Price per Bulk Picked Up:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | - 0 - | 4.5 ¢ |
| Other Prices, If Applicable, See Below, (i.e., Post Cards, Federal Express, Lone Star Overnight, etc.):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |       |       |
| Price per Post Card Picked Up:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | - 0 - | 2.4 ¢ |
| Price per Federal Express Picked Up:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | - 0 - | - 0 - |
| Price per Lone Star Overnight Picked Up:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | - 0 - | - 0 - |
| Price per UPS Package Picked Up:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | - 0 - | - 0 - |
| <p><b>NOTE:</b> Vendor is to provide a Price Schedule to facilitate the tabulation of the bid received. The term of the contract will be effective January 1, 2006, subject to Commissioner's Court approval through December 31, 2006. Hidalgo County also reserves the option to extend the contract for an additional one (1) year renewal under the same rates/fees, terms, and conditions.</p> <p>All costs and expenses associated with the preparation and submission of (bids, proposals/and or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.</p> |       |       |

Bidders Name: Upper Valley Mail Services LLP  
Address: 141B Beech #109, McAllen TX 78501  
City/State/Zip Code: McAllen TX 78501  
Phone Number: 956-668-7678  
Fax Number: 956-630-0825  
Authorized Signature:   
Printed Name: Patrick Hettler  
Title: Co-owner  
Date: 11/24/05

Attn: Mary Maldonado

Upper Valley Mail Services LLP  
1418 Beech Ste 109  
McAllen TX 78501  
(956)668-7678

| Weight Not Over (ounces) | Full Rate Letters |
|--------------------------|-------------------|
| 1                        | 0.39              |
| 2                        | 0.63              |
| 3                        | 0.87              |
| 4                        | 1.11              |
| 5                        | 1.35              |
| 6                        | 1.59              |
| 7                        | 1.83              |
| 8                        | 2.07              |
| 9                        | 2.31              |
| 10                       | 2.55              |
| 11                       | 2.79              |
| 12                       | 3.03              |
| 13                       | 3.27              |

|    | Auto Letters | Pre-sorted |          | Auto Letter rate + service charge |
|----|--------------|------------|----------|-----------------------------------|
| 1  | 0.228        | 0.371      | + .045 = | 0.338                             |
| 2  | 0.510        | 0.608      | + .045 = | 0.575                             |
| 3  | 0.714        | 0.802      | + .045 = | 0.769                             |
| 4  | 1.039        |            | + .045 = | 1.084                             |
| 5  | 1.276        |            | + .045 = | 1.321                             |
| 6  | 1.513        |            | + .045 = | 1.558                             |
| 7  | 1.750        |            | + .045 = | 1.795                             |
| 8  | 1.987        |            | + .045 = | 2.032                             |
| 9  | 2.224        |            | + .045 = | 2.269                             |
| 10 | 2.461        |            | + .045 = | 2.506                             |
| 11 | 2.698        |            | + .045 = | 2.743                             |
| 12 | 2.935        |            | + .045 = | 2.980                             |
| 13 | 3.172        |            | + .045 = | 3.217                             |

|    | Full Rate Flats | Presorted Flats |
|----|-----------------|-----------------|
| 1  | 0.52            | 0.429           |
| 2  | 0.63            | 0.608           |
| 3  | 0.87            | 0.802           |
| 4  | 1.11            | 1.039           |
| 5  | 1.35            | 1.276           |
| 6  | 1.59            | 1.513           |
| 7  | 1.83            | 1.750           |
| 8  | 2.07            | 1.987           |
| 9  | 2.31            | 2.224           |
| 10 | 2.55            | 2.461           |
| 11 | 2.79            | 2.698           |
| 12 | 3.03            | 2.935           |
| 13 | 3.27            | 3.172           |

|    | Full Rate | Certified | Cert. Flat |
|----|-----------|-----------|------------|
| 1  | .39       | 4.64      | 4.77       |
| 2  | 0.63      | 4.88      |            |
| 3  | 0.87      | 5.12      |            |
| 4  | 1.11      | 5.36      |            |
| 5  | 1.35      | 5.60      |            |
| 6  | 1.59      | 5.84      |            |
| 7  | 1.83      | 6.08      |            |
| 8  | 2.07      | 6.32      |            |
| 9  | 2.31      | 6.56      |            |
| 10 | 2.55      | 6.80      |            |
| 11 | 2.79      | 7.04      |            |
| 12 | 3.03      | 7.28      |            |
| 13 | 3.27      | 7.52      |            |

Effective January 8, 2006

USPS Rates Increase

**AI-993**

**18.A.18.**

**Bid/Contract for WIC-Lease Space-Weslaco  
CC REGULAR**

**Date:** 11/07/2006

**Submitted By:** Juan Tapia, PURCHASING DEPT.

**Submitted For:** Marty Salazar

**Department:** PURCHASING DEPT.

**Agenda Area:** Purchasing Department

**Purchasing only:** Hidalgo County

---

**Agenda Item**

**CAPTION**

HIDALGO COUNTY WIC PROGRAM

Presentation of the sole bid received (meeting all specifications and/or requirements) for the purpose of award and approval of contract (subject to legal review) with documentation as attached hereto for: **"Lease Space WIC Clinic in Weslaco"** RFB (6-374)

**BACKGROUND**

Bid Form

Specifications

Lease DRAFT Contract

---

**Revenue & Expenditures**

**FISCAL YEAR:**

**ACCT. #:** 6-1292-441-00-350-001-7-441

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Available balance of 209945.10

---

**Attachments**

Link: [Recommending of bid award and approval of contract](#)

Confidential documents are indicated with a **(c)**.

---

**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Purchasing Department | Marty Salazar  | 11/02/2006 02:29 PM | APRV   |
| 2         | Budget & Management   | Dina Trevino   | 11/02/2006 02:36 PM | APRV   |
| 3         | Dale Kennan           | Dale Kennan    | 11/02/2006 02:45 PM | APRV   |
| 4         | Auditor's Office      | Linda Fong     | 11/03/2006 09:37 AM | APRV   |
| 5         | Mike Escaname         | Mike Escaname  | 11/03/2006 11:14 AM | APRV   |
| 6         | Linda Fong            | Linda Fong     | 11/03/2006 11:17 AM | APRV   |
| 7         | Agenda Coordinator    | Monica Badillo | 11/03/2006 01:13 PM | APRV   |

**Form Started By:** Juan Tapia

**Started On:** 11/01/2006 11:33 AM

**Final Approval Date:** 11/03/2006

---



# THE COUNTY OF HIDALGO - WIC PROGRAM

## "Lease Space WIC-Clinic in Weslaco"

BID No.: 06-374-11-01-jmt

### OPTION I. Initial five (5) years term:

Monthly charge for "Lease space WIC-Clinic in the City of Weslaco" as requested, but not limited to, in the Specifications as listed Exhibit "A" of this document and under the terms and conditions described for the initial five (5) year term of the contract.

Price at \$ \_\_\_\_\_ per square foot. Bldg. Qty. of \_\_\_\_\_ sq. ft.  
Please write/spell out your bid below in dollars and cents: \_\_\_\_\_ Total square feet

### OPTION II. Initial five-years term with an additional one-year-renewal, at County's option:

Monthly charge for "Lease space WIC-Clinic in the City of Weslaco" as requested, but not limited to, in the Specifications as listed in Exhibit "A" of this document and under the terms and conditions described for the initial five (5) years term with an additional one-year (1) renewal at the County's option to renew.

Price at \$ .95 per square foot. Bldg. Qty. of 3266 sq. ft.  
Please write/spell out your bid below in dollars and cents: \_\_\_\_\_ Total square feet  
Three thousand one hundred three dollars

Proposed (address) Location: 417 S. Oregon Ave. Weslaco, TX.  
ZC 78596

BIDDER/COMPANY NAME: GBB Rentals, Ltd.

ADDRESS: 1614 Woodland Dr.

CITY: Weslaco STATE: Texas ZIP CODE: 78596

PHONE No: 956-551-7664 FAX No. 956-447-9198

AUTHORIZED SIGNATURE: \_\_\_\_\_

PRINTED NAME: Enrique Garza

TITLE: Partner

9.34 A  
NOV - 1 2006  
B

# **EXHIBIT "A"**

## **THE COUNTY OF HIDALGO - WIC PROGRAM "Lease Space WIC-Clinic in Weslaco" BID No. 06-374-11-01-jmt**

### **SPECIFICATIONS, REQUIREMENTS AND OTHER TERMS & CONDITIONS**

**Scope of Services:** Building should be in good working condition to provide as follows:

1. Said office space shall have the designated rooms or areas for conducting the following functions: reception area, nutrition education, counseling room, issuance of food cards via computers, lab, lactation room, lounge area and two (2) storage rooms. Said office space should be located in a major thoroughfare in Weslaco, Texas
2. Must provide a min. of 3,000 square feet to a max. of 4,000 square feet of available tile floor space to perform WIC services.
3. The building will meet all ADA accessibility requirements and shall be fully handicap accessible from all parking facilities.
4. Building must have handicapped accessible toilet, facilities for both men and women and separate bathroom facilities for employees.
5. 20 parking spaces should be made available 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, natural gas and electricity, central air and heating of the entire building, including garbage pick up.
7. Lessor will be responsible for electrical, air and cooling maintenance, also by keeping entire Building free of mold at all times.
8. Building shall be safe from rodents & insects prior to occupancy by the WIC Program staff. Also be responsible and at Lessor's expense for pest control throughout term of this contract.

**Any contract awarded to a successful bidder will be in effect until (a) the contract expires (b) delivery and acceptance of products and/or performance of service ordered, or (c) terminated by County with sixty (60) day's written notice prior to cancellation.**

# EXHIBIT "A"

## BID No. 06-374-11-01-jmt Cont.

### Requirements:

1. Bidder will maintain liability insurance on the building plus insure building for fire, accident and natural disaster, Also, bidder shall maintain liability insurance on the premises, as described and listed in: **Insurance Requirements: See Exhibit "C" attached.**
2. The floor plans of the building will be constructed according to the Program Director. If present building needs a renovation; the renovation work will be made by lessor and at lessor's cost.
3. An existing building must be ready for occupancy with all specifications completed and in compliance with the Americans with Disabilities Act, and 90 days from the date of awarding bid or the award will become void/null.

### Terms and Conditions:

1. Term of contract shall be for a period of five (5) years under Option I. Option II shall include the County's option to renew contract for one (1) additional year under the same terms and conditions as the initial five (5) years period. Lease will have a sixty (60) day cancellation clause.
2. Bidder must charge by the square foot for the rental space.
3. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid/ contract
4. If a new building is to be constructed there should be a completion date of approximately one hundred and twenty (120) days from date bid was awarded. If completion date is not met, bid will become void/null.
5. 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 to the County.
6. The complete space will be inspected by WIC Program Director, before lease contract is in place, in order to verify status and kind of business activity within the building.
7. Hidalgo County reserves the right to hold bids for a period of sixty (60) days without taking any action.

LEASE  
C-06-000-00-00

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

In consideration of the mutual covenants and agreements set forth in this Lease and 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 of five(5) years commencing on \_\_\_\_\_ ("Commencement Date") and ending on \_\_\_\_\_ ("Termination Date") unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.2, hereof. If the Premises are sold to an unrelated third party (not affiliated by common ownership with Lessor) at a time when more than one (1) year remains on the unexpired portion of the term of this Lease, then the unexpired portion of this Lease may, at Lessee's option, be shortened to one (1) year from the date of such sale.

**Termination**

1.2. Any renewal or extension of this Lease shall be on the same terms and conditions as provided herein. This Lease shall terminate and become null and void without further notice on the expiration of the term specified in Article 1.1, unless sooner terminated or renewed and extended in accordance with this Article 1.2; and any holding over by Lessee after the expiration of that term shall not constitute a renewal of the Lease or give Lessee any rights under the Lease in or to the Leased Premises.

1.2 If Lessee holds over and continues in possession of the Leased Premises after expiration of the term of this Lease, Lessee will be deemed to be occupying the Premises on the basis of a month to month tenancy, subject to all of the terms and conditions of this Lease. The inclusion of this Article 1.2 shall not be construed as Lessor's consent for Lessee to hold over.

### **Termination**

1.3 Lessee may declare this Lease, and all rights and interest created by it, to be terminated upon giving the Lessor thirty (30) days written notice. 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**

1.4. 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 the product of \$ \_\_\_\_ per square foot times \_\_\_\_ square feet. In the sum of \_\_\_\_\_. 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

paid in lawful money of the United States to the Lessor at \_\_\_\_\_, Texas \_\_\_\_\_ 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**

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, licenses 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 AND LESSEE'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.

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 or Vacate**

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 with sixty (60) days 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, terminate as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

(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

## **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



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, naming Lessor as additional insured. 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 coverages to Lessee

such failure shall be a default of Lessor under this Lease; or Lessee may, but shall not be required, to take out such insurance and pay the premiums on the necessary insurance to comply with Lessor's obligations under the provisions of this Article. Lessor agrees to reimburse Lessee all amounts spent by Lessor to procure and maintain such insurance within fifteen (15) days after demand from Lessor. Failure to pay such amount when due shall be a default of Lessee under this Lease.

## **ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES**

### **Notice to Lessor**

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

10.2 If the building on the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if they should be so damaged that rebuilding or repairs occurrence of the damage, this Lease, at the option of the Lessee, shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said occurrence.

10.3 If the Leased Premises should be damaged by fire, tornado, or other casualty, but not to such an extent that rebuilding or repairs can reasonably be completed with thirty (3) working days from the date of the occurrence of the damage, this Lease shall not terminate, but Lessor shall, if the casualty has occurred prior to the final twelve (12) months of the lease term, at Lessor's sole cost and risk proceed forthwith to rebuild or repair the Leased Premises to substantially the condition in which they existed prior to such damage. If the casualty occurs during the final twelve (12) months of the lease term, Lessor shall not be required to rebuild or repair such damage. 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.

## **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

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 relet 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 relet after reasonable efforts to do so, or should such monthly rental be less than the rental Lessee was obligated to pay under this Lease, or any renewal of this Lease, plus the expense of reletting, 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 elect that:

Upon Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within sixty (60) days following written notice from Lessee. Lessee may 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**

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

**Assignment by Lessor**

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

**ARTICLE 14. MISCELLANEOUS**

**Notices and Addresses**

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

Lessor:

Lessee:

County of Hidalgo  
Attn: County Judge  
P.O. Box 1356  
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.

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**

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 \_\_\_\_\_, 2006

**LESSOR:** \_\_\_\_\_

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

**LESSEE:**

By: \_\_\_\_\_  
**Ramon Garcia, County Judge**

**ATTEST:**

\_\_\_\_\_  
**Iuan D. Salinas, III, County Clerk**

AI-986

18.A.19.

**Delinquent Tax Collection Services**  
**CC REGULAR**

**Date:** 11/07/2006  
**Submitted By:** Ramon Vela, PURCHASING DEPT.  
**Submitted For:** Ramon Vela  
**Department:** PURCHASING DEPT.  
**Agenda Area:** Purchasing Department

**Purchasing only:** Hidalgo County

---

**Agenda Item**

**CAPTION**

A. Presentation by the participating firms responding to Hidalgo County's RFP/Q for: "**Delinquent Tax Collection Services**" for the purposes of finalizing the scoring and grading by Commissioners' Court.

B. Ranking of the proposer(s)

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

C. Requesting authority to direct Purchasing and Legal Counsel to negotiate a final contract with the Number One Ranked Proposer for "**Delinquent Tax Collection Services-Hidalgo County**"

**BACKGROUND**

Grid of Evaluation scores, on RFP/Q Submitted, to be provided at Commissioners' Court

---

**Revenue & Expenditures**

---

**Attachments**

Link: [exhibit b](#)

Link: [tab sheet](#)

Link: [memo bonilla](#)

Link: [memo linebarger](#)

Link: [memo perdue](#)

Confidential documents are indicated with a (c).

---

**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Purchasing Department | Marty Salazar  | 11/02/2006 12:48 PM | APRV   |
| 2         | Budget & Management   | Dina Trevino   | 11/02/2006 01:45 PM | APRV   |
| 3         | Auditor's Office      | Linda Fong     | 11/03/2006 09:33 AM | APRV   |
| 4         | Agenda Coordinator    | Monica Badillo | 11/03/2006 10:33 AM | APRV   |

**Form Started By:** Ramon Vela  
**Started On:** 11/01/2006 09:12 AM  
**Final Approval Date:** 11/03/2006

---



**EXHIBIT B**  
**SELECTION CRITERIA**

**HIDALGO COUNTY**  
**REQUEST FOR PROPOSAL AND QUALIFICATIONS**

**RFP/Q- Delinquent Tax Collection Services-Hidalgo County**  
**06-370-10-18-RVV**

## **RFP&Q EVALUATION CRITERIA**

The submitter's RFP&Q will be evaluated based on the criteria presented below factoring in the responses and information provided in the Requirements section. These criteria will be scored on the scales shown on the enclosed "RFP&Q Evaluation Form."

### **1. Staffing of Project Team (20)**

The firm should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualification to perform the contract. The professional team members shall have experience in performing similar contracts for counties, cities, or other clients as stated in the Request For Proposal and Qualifications (RFP&Q). Similar experience gained through other clients should be substantiated by reference. A list of, and scope of, similar projects for comparative purposes shall be included in an appendix.

### **2. Experience of Project Team/Ability to Commit Resources (20)**

The provider shall designate experienced tax collection and legal staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person, must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

### **3. Methodology (20)**

The RFP&Q should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

### **4. Understanding of Project/Similar Projects (20)**

The proposal should conform to the requirements of Section 6.30 of the Texas Property Tax Code and include the following:

- \* demonstrate an understanding of the scope of services
- \* address appropriate Federal/State/Local regulations and policies
- \* identify information to be gathered or obtained

The firm should provide as much background information as to its experience in providing similar services to City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

### **5. Fees (10)**

Fee schedule should be based in firms proposed efforts in complying and providing all "Delinquent Tax Collection Services" as set forth by Hidalgo County in this RFP/Q.

### **6. Presentation to Commissioners' Court (10)**

The firms meeting all the requirements and receiving the highest scores on the categories above will be invited to make a presentation to Commissioners' Court and will be graded accordingly.

**EVALUATION FORM  
HIDALGO COUNTY  
RFP&Q  
Delinquent Tax Collection Services**

|                  | <u>Selection<br/>Criteria</u>                             | <u>Max.<br/>Points</u> |                        | <u>Score</u> |
|------------------|-----------------------------------------------------------|------------------------|------------------------|--------------|
| 1.               | Staffing of Project Team                                  | (20)                   | =                      | (    )       |
| 2.               | Experience of Project Team Ability to<br>Commit Resources | (20)                   | =                      | (    )       |
| 3.               | Methodology                                               | (20)                   | =                      | (    )       |
| 4.               | Understanding of Project/Similar Projects                 | (20)                   | =                      | (    )       |
| 5.               | Fees                                                      | (10)                   | =                      | (    )       |
| <b>Sub-total</b> |                                                           | <b>90%</b>             | <b>Sub-total Score</b> | _____        |
| 6.               | Presentation to Commissioners' Court                      | (10)                   | =                      | (    )       |
| <b>Total</b>     |                                                           | <b><u>100%</u></b>     | <b>Total Score</b>     | _____        |

Provider: \_\_\_\_\_

Evaluator: \_\_\_\_\_ Date: \_\_\_\_\_

**Notes/Comments:**

**HIDALGO COUNTY PURCHASING DEPARTMENT  
RFP/Q ACCEPTANCE SHEET  
TABULATION SHEET**

**DEPARTMENT NAME: Hidalgo County**

**RFP/Q ACCEPTANCE DATE: October 18, 2006**

**RFP/Q ACCEPTANCE TIME: 9:30 A.M.**

**DESCRIPTION OF RFP/Q:-Delinquent Tax Collection Services**

**RFP/Q NO: 06-370-10-18-RVV**

| <b>RFP/Q#</b> | <b>NAME OF COMPANY</b>                                   | <b>ACKNOWLEDGMENT OF RECEIPT OF<br/>STATEMENT OF QUALIFICATIONS</b> |
|---------------|----------------------------------------------------------|---------------------------------------------------------------------|
| <b>#01</b>    | <b>Ray, Wood &amp; Bonilla, LLP</b>                      | <b>/</b>                                                            |
| <b>#02</b>    | <b>Perdue, Brandon, Fielder, Collins &amp; Mott, LLP</b> | <b>/</b>                                                            |
| <b>#03</b>    | <b>Linebargar, Goggan, Blair &amp; Sampson, LLP</b>      | <b>/</b>                                                            |
| <b>#04</b>    |                                                          |                                                                     |
| <b>#05</b>    |                                                          |                                                                     |
| <b>#06</b>    |                                                          |                                                                     |
| <b>#07</b>    |                                                          |                                                                     |
| <b>#08</b>    |                                                          |                                                                     |
| <b>#09</b>    |                                                          |                                                                     |
| <b>#10</b>    |                                                          |                                                                     |

# MEMORANDUM

To: Ray, Wood & Bonilla,LLP Austin, Texas

From: Ramon V.Vela Jr., Assistant Purchasing Agent  
Hidalgo County Purchasing Department

Date: November 1, 2006

Re: Presentation to Commissioners' Court Regarding Response to **"Delinquent Tax  
Collection Services-Hidalgo County"** RFP&Q

---

---

Please be advised that, by Tuesday, November 7, 2006 at 9:30 a.m.(unless otherwise ordered by Commissioners' Court), your firm is required to make a presentation to the Hidalgo County Commissioners' Court as part of the Evaluation, Scoring and Ranking process for the above-referenced project.

You will be allowed 15 minutes to make your presentation, The presentation will be followed by an interview (question and answer) session by the Court. Please make the necessary arrangements to attend this very important meeting. The presentation accounts for up to 10 points of the overall evaluation score.

Please fax this Acknowledgment of Receipt of this information to 956-318-2629 as soon as possible:

I, \_\_\_\_\_ / \_\_\_\_\_, have read this notice and will be  
Printed Name / Signature  
sending a representative(s) from our firm to the November 7, 2006 Commissioners' Court  
(unless otherwise ordered by Commissioners' Court) to make a presentation on our behalf.

If you require any further information or assistance regarding this matter, please do not hesitate to call me at 956-318-2626.

# MEMORANDUM

To: Linebarger ,Goggan, Blair & Sampson,LLP

From: Ramon V.Vela Jr., Assistant Purchasing Agent  
Hidalgo County Purchasing Department

Date: November 1, 2006

Re: Presentation to Commissioners' Court Regarding Response to **"Delinquent Tax  
Collection Services-Hidalgo County"** RFP&Q

---

---

Please be advised that, by Tuesday, November 7, 2006 at 9:30 a.m.(unless otherwise ordered by Commissioners' Court), your firm is required to make a presentation to the Hidalgo County Commissioners' Court as part of the Evaluation, Scoring and Ranking process for the above-referenced project.

You will be allowed 15 minutes to make your presentation, The presentation will be followed by an interview (question and answer) session by the Court. Please make the necessary arrangements to attend this very important meeting. The presentation accounts for up to 10 points of the overall evaluation score.

Please fax this Acknowledgment of Receipt of this information to 956-318-2629 as soon as possible:

I, \_\_\_\_\_ / \_\_\_\_\_, have read this notice and will be  
Printed Name / Signature  
sending a representative(s) from our firm to the November 7, 2006 Commissioners' Court  
(unless otherwise ordered by Commissioners' Court) to make a presentation on our behalf.

If you require any further information or assistance regarding this matter, please do not hesitate to call me at 956-318-2626.

# MEMORANDUM

To: Perdue, Brandon, Fielder, Collins & Mott, LLP - Austin, Texas

From: Ramon V.Vela Jr., Assistant Purchasing Agent  
Hidalgo County Purchasing Department

Date: November 1, 2006

Re: Presentation to Commissioners' Court Regarding Response to **"Delinquent Tax  
Collection Services-Hidalgo County"** RFP&Q

---

---

Please be advised that, by Tuesday, November 7, 2006 at 9:30 a.m.(unless otherwise ordered by Commissioners' Court), your firm is required to make a presentation to the Hidalgo County Commissioners' Court as part of the Evaluation, Scoring and Ranking process for the above-referenced project.

You will be allowed 15 minutes to make your presentation, The presentation will be followed by an interview (question and answer) session by the Court. Please make the necessary arrangements to attend this very important meeting. The presentation accounts for up to 10 points of the overall evaluation score.

Please fax this Acknowledgment of Receipt of this information to 956-318-2629 as soon as possible:

I, \_\_\_\_\_ / \_\_\_\_\_, have read this notice and will be  
Printed Name / Signature  
sending a representative(s) from our firm to the November 7, 2006 Commissioners' Court  
(unless otherwise ordered by Commissioners' Court) to make a presentation on our behalf.

If you require any further information or assistance regarding this matter, please do not hesitate to call me at 956-318-2626.

AI-979

18.A.20.

**"Purchase of Emergency Equipment"**  
**CC REGULAR**

**Date:** 11/07/2006

**Submitted By:** Veronica Gutierrez, PURCHASING DEPT.

**Submitted For:** Marty Salazar

**Department:** PURCHASING DEPT.

**Agenda Area:** Purchasing Department

**Purchasing only:** Hidalgo County

---

**Agenda Item**

**CAPTION**

Requesting authority to purchase "Emergency Equipment", as listed in Exhibit "A", through the Texas Building and Procurement Commission (TBPC)- Surplus Property Division for equipment surplus by the Texas Department of Public Safety for Hidalgo County Fire Marshal. Total price: \$875.00.

**BACKGROUND**

The Texas Building and Procurement Commission sells equipment surplus by the Texas Department of Public Safety to law enforcement agencies across the state.

---

**Revenue & Expenditures**

**FISCAL YEAR:** 2006

**ACCT. #:** 6-1100-422-10-300-001-0-XXX

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

All items should be under object code 681 with the exception of the refurbished code 3 MX-7000 Lightbar, which should be under 664.

---

**Attachments**

Link: [Price List](#)

Link: [Memo from Fire Marshal](#)

Link: [Exhibit A](#)

Confidential documents are indicated with a **(c)**.

---

**Form Routing/Status**

| Route Seq | Inbox                 | Approved By   | Date                | Status |
|-----------|-----------------------|---------------|---------------------|--------|
| 1         | Purchasing Department | Marty Salazar | 11/01/2006 03:13 PM | APRV   |
| 2         | Budget & Management   | Dina Trevino  | 11/01/2006 03:59 PM | APRV   |
| 3         | Rosalinda Cantu       | Rosie Cantu   | 11/03/2006 02:04 PM | APRV   |
| 4         | Auditor's Office      | Linda Fong    | 11/06/2006 08:58 AM | APRV   |
| 5         | Arcy Duran            |               |                     | NEW    |
| 6         | Agenda Coordinator    |               |                     |        |

**Form Started By:** Veronica Gutierrez

**Started On:** 10/31/2006 04:18 PM

**Final Approval Date:**

---



## PRICE LIST 7- 06

### HANDHELD RADIO's

|                    |        |
|--------------------|--------|
| Bendix-King .....  | 30.00  |
| Mt-1000 .....      | 30.00  |
| Mt-2000 .....      | 50.00  |
| Saber .....        | 100.00 |
| ALL CHARGERS ..... | 10.00  |

### CENTER CONSOLES for CROWN VIC's

|                                                  |       |
|--------------------------------------------------|-------|
| Complete control panel,cup holder & armrest..... | 75.00 |
| Center Console w/ cup holder & armrest only .... | 35.00 |
| Armrest only .....                               | 5.00  |
| Cupholder only .....                             | 3.00  |

### MOBILE RADIO's

|                                                                      |       |
|----------------------------------------------------------------------|-------|
| Motorola Spectra .....                                               | 50.00 |
| Siren Box .....                                                      | 20.00 |
| Motorola System 9000 .....                                           | 50.00 |
| Siren Box .....                                                      | 20.00 |
| Control Head .....                                                   | 20.00 |
| Motorola Maratrac Radio includes radio,speaker,mic &<br>Control head |       |

**Wiring harness are not available for any radio.**

**NEW SIREN DRIVERS 100w/ 75.00 65w/ 65.00**

### EYEWITNESS IN CAR CAMERA SYSTEM

Overhead controller \* Camera \* Monitor \* VCR \* Vault &  
Vault mount \* Wiring Harness

**Wireless mic & transmitter not included**

### RADAR UNITS

All radars come with front & rear antenna, display & sometimes  
Tuning forks are provided

**RADARS ARE VERY SCARCE, WE HAVE A WAITNG LIST  
TO FILL...SO CALL TO GET ON THE LIST 1-512-463-1500**

|                        |        |
|------------------------|--------|
| MPH 36 BEE RADAR ..... | 100.00 |
| KUSTOM PRO 1000 .....  | 150.00 |
| DECATUR-GENESIS .....  | 200.00 |

PYTHON ..... 200.00

## **SPEAKERS**

EXTERNAL SPEAKERS FOR GRILL .....50.00

REGULAR SPEAKER .....25.00

## **COMPLETE WIRING HARNESS FOR CROWN VIC.**

..... 500.00

## **TREMCO ANTI-THEFT CAR DEVICE**

.....25.00

## **LIGHTBARS**

WHELEN 9000 Strobe/LED .....600.00

Code 3 MX-7000 w/center speaker .....100.00

Code 3 MX-7000 w/center rotator ..... 125.00

**REFURBISHED** Code 3 MX-7000.....200.00

Aerostick controller w/o wiring pigtail.....40.00

Blue or Red filters ..... 2.00

Rotators new style ..... 20.00

Old style ..... 10.00

Side mirrors ..... 3.00

V-mirrors ..... 5.00

Lens cover clips ..... .50

## **NEW PARTS for Code 3 LP-6000**

Stationary lights ..... 6.00

Takedown lights ..... 12.00

Rotator lights ..... 22.00

Mounting bracket for Crown Vic .....9.50

Mounting bracket for Lumina .....9.50

Mounting bracket for 2000 Impala.....9.50



**OFFICE OF THE COUNTY FIRE MARSHAL**  
**County Of Hidalgo**  
**MEMORANDUM**

**To:** Martha L. Salazar  
Purchasing Agent

**Attn:** Veronica Gomez  
Buyer

**From:** Victor Fonseca, Jr.   
Hidalgo County Fire Marshal

**Date:** November 1, 2006

**Re:** Purchase of Emergency Items

---

I am requesting to purchase the following emergency items from the Texas Department of Public Safety through the Texas Building and Procurement Commission contract.

| ITEMS                                                    | QTY | PRICE  | SUBTOTAL |
|----------------------------------------------------------|-----|--------|----------|
| Console Complete with Switch Panel, Cup Holder & Armrest | 3   | 75.00  | 225.00   |
| Motorola Spectra Siren                                   | 2   | 20.00  | 40.00    |
| Siren Control Head                                       | 3   | 20.00  | 60.00    |
| New Siren Driver 100 Watt                                | 1   | 75.00  | 75.00    |
| External Siren Speaker for Grill                         | 3   | 50.00  | 150.00   |
| Tremco Anti-Theft Car Device                             | 5   | 25.00  | 125.00   |
| Refurbished Code 3 MX-7000 Lightbar                      | 1   | 200.00 | 200.00   |
| TOTAL                                                    |     |        | 875.00   |

Please present these items on the next Commissioners' Court Meeting. The Fire Marshal's account number is 6-1100-422-10-300-001-0-681.

Your attention to this matter is appreciated.

# EXHIBIT "A"

| ITEM                                                      | QTY | PRICE    | SUBTOTAL        |
|-----------------------------------------------------------|-----|----------|-----------------|
| Console Complete with Switch Panel, Cup Holder & Arm Rest | 3   | \$75.00  | \$225.00        |
| Motorola Spectra Siren                                    | 2   | \$20.00  | \$40.00         |
| Siren Control Head                                        | 3   | \$20.00  | \$60.00         |
| New Siren Driver 100 Watt                                 | 1   | \$75.00  | \$75.00         |
| External Siren Speaker for Grill                          | 3   | \$50.00  | \$150.00        |
| Tremco Anti-Theft Car Device                              | 5   | \$25.00  | \$125.00        |
| Refurbished Code 3 MX-7000 Lightbar                       | 1   | \$200.00 | \$200.00        |
| <b>Total</b>                                              |     |          | <b>\$875.00</b> |

**AI-1038**

**18.B.1.**

**Pct 1-Invoice No 533-Leonel Garza Jr. & Assoc  
CC REGULAR**

**Date:** 11/07/2006

**Submitted By:** Letty Saenz, PURCHASING DEPT.

**Submitted For:** Letty Saenz

**Department:** PURCHASING DEPT.

**Agenda Area:** Purchasing Department

**Purchasing only:** Prct. 1

---

**Agenda Item**

**CAPTION**

Presentation for discussion, consideration, acceptance and approval of request for payment for **INVOICE NO. 533** in the amount of **\$ 5,000.00** submitted by **LEONEL GARZA, JR. & ASSOCIATES** with authority for County Auditor to issue payment (after review, and processing procedures completed) in connection with **CONTRACT# C-06-218-09-19** for (REQ. # 97524)-"ROAD PROJECT FM 1422 BRIDGE"

**BACKGROUND**

**INV. NO. 533**

---

**Revenue & Expenditures**

**FISCAL YEAR:** 2006

**ACCT. #:** 6-1201-431-00-121-005-0-711

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

PO 575563 has 5000.00 available to pay pending invoice.

---

**Attachments**

Link: Pct 1-Invoice No 533-Leonel Garza Jr. & Assoc

Confidential documents are indicated with a **(c)**.

---

**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Purchasing Department | Marty Salazar  | 11/02/2006 12:59 PM | APRV   |
| 2         | Budget & Management   | Dina Trevino   | 11/02/2006 02:37 PM | APRV   |
| 3         | Dale Kennan           | Dale Kennan    | 11/02/2006 03:19 PM | APRV   |
| 4         | Auditor's Office      | Linda Fong     | 11/03/2006 09:56 AM | APRV   |
| 5         | Arcy Duran            | Arcilia Duran  | 11/03/2006 05:10 PM | APRV   |
| 6         | Elizabeth Cano        | Elizabeth Cano | 11/03/2006 04:38 PM | NEW    |
| 7         | Becky Morales         |                |                     |        |
| 8         | Agenda Coordinator    |                |                     |        |

**Form Started By:** Letty Saenz

**Started On:** 11/02/2006 09:17 AM

**Final Approval Date:**

---

Leonel Garza Jr. & Associates  
 1419 Dove Avenue, Suite #1  
 McAllen, Texas 78504  
 (956) 687-7295  
 leonel3@aol.com

**Invoice**

| DATE      | INVOICE # |
|-----------|-----------|
| 11/1/2006 | 533       |

**BILL TO**

Hidalgo County Right-of-Way Department  
 c/o Joe Peña  
 509 East Earling Road  
 San Juan, Texas 78589

| ITEM                                                   | DESCRIPTION                                                                                                           | AMOUNT   | DUE DATE  |
|--------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|----------|-----------|
| Appraisal Report                                       | Appraisal Report<br>Project: FM 1422 Bridge<br>CSJ No.: 1238-02-013<br>Client: Hidalgo County Right-of-Way Department | 0.00     | 11/1/2006 |
| Appraisal Report                                       | Parcel 1<br>Owner: Aaron L. Shields<br>Location: north line of FM 1422 in the, Hidalgo County                         | 1,000.00 |           |
| Appraisal Report                                       | Parcel 2<br>Owner: Audie D. & Sharon D. Lea Humphries<br>Location: south line of FM 1422 in Hidalgo County            | 1,000.00 |           |
| Appraisal Report                                       | Parcel 3<br>Owner: Antonio Urbina<br>Location: north line of FM 1422 in Hidalgo County                                | 1,000.00 |           |
| Appraisal Report                                       | Parcel 4<br>Owner: Amando s. & Edna M. Medina<br>Location: north line of FM 1422 in Hidalgo County                    | 1,000.00 |           |
| Appraisal Report                                       | Parcel 5<br>Owner: Chester Berg & Bobbie Sue Berg<br>Location: south line of FM 1422 in Hidalgo County                | 1,000.00 |           |
| Leonel Garza Jr. & Associates, LLC<br>TIN # 74-2948770 |                                                                                                                       |          |           |
| Thank you for your business!                           |                                                                                                                       |          |           |
| <b>Total</b>                                           |                                                                                                                       | 5,000.00 |           |

C-06-218-09-19  
 WORK AUTH #1

PCT. #1

ROAD & BRIDGE

6-1201-431-00-121-005-0-711

575563

INVOICE RECEIVED BY: *[Signature]*  
 on *11/1/06*  
 GOODS/SERVICES RECEIVED BY: *[Signature]*  
 on *11/1/06*

RECEIVED NOV 01 2006

**AI-1041**

**18.B.2.**

**Pct 1-Invoice No 609-Rodriguez Engineering  
CC REGULAR**

**Date:** 11/07/2006  
**Submitted By:** Letty Saenz, PURCHASING DEPT.  
**Submitted For:** Letty Saenz  
**Department:** PURCHASING DEPT.  
**Agenda Area:** Purchasing Department

**Purchasing only:** Prct. 1

---

**Agenda Item**

**CAPTION**

Presentation for discussion, consideration, acceptance and approval of request for payment for **Invoice No. 0609** in the amount of \$ **10,731.83** submitted by **Rodriguez Engineering** with authority for County Auditor to issue payment (after review, and processing procedures completed) in connection with **Contract # C-06-217-07-18 (PO # 570727) for "Various R&B and C.I.P. Projects"- "Victoria Road-(from end of Asphalt North to Mile 12 thence west to existing Asphalt)"**

**BACKGROUND**

**Invoice No. 0609**

---

**Revenue & Expenditures**

**FISCAL YEAR:** 2006

**ACCT. #:** 6-1201-431-00-121-005-0-731

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

\$30,963.28 available balance as of 11-03-06.rc

---

**Attachments**

Link: [Pct 1-Invoice No 609-Rodriguez Engineering](#)

Confidential documents are indicated with a **(c)**.

---

**Form Routing/Status**

| Route Seq | Inbox                 | Approved By   | Date                | Status |
|-----------|-----------------------|---------------|---------------------|--------|
| 1         | Purchasing Department | Marty Salazar | 11/02/2006 01:00 PM | APRV   |
| 2         | Budget & Management   | Dina Trevino  | 11/02/2006 02:39 PM | APRV   |
| 3         | Rosalinda Cantu       | Rosie Cantu   | 11/03/2006 04:17 PM | APRV   |
| 4         | Auditor's Office      | Linda Fong    | 11/06/2006 08:59 AM | APRV   |
| 5         | Arcy Duran            |               |                     | NEW    |
| 6         | Agenda Coordinator    |               |                     |        |

**Form Started By:** Letty Saenz

**Started On:** 11/02/2006 10:41 AM

**Final Approval Date:**

---

**RODRIGUEZ ENGINEERING****CONSULTING ENGINEER/SURVEYOR**

DATE: November 1, 2006

Invoice 0609

Project: PO575285-1824

Owner: Hidalgo County Precinct No. 1

Location: Victoria Road (from end of Asphalt North to Mile 12 thence west to existing Asphalt).

Engineering Services rendered for Design Phase for the above referenced Project:

Contract Amount: \$21,463.67

Preliminary Phase (25%): \$ 5,365.92

Amount Due Now (Design Phase 50%): \$10,731.83

APPROVED FOR BILLING: \_\_\_\_\_

PCT. #1  
ROAD & BRIDGE  
(Q) -1201-431-00-121-005-0- 731

INVOICE RECEIVED BY: DE on 11/1  
GOODS SERVICES RECEIVED BY: DE on 11/1





**AI-1010****18.C.1.****REQUEST FOR PAYMENT APPLICATION NO 1-MISSION PAVING COMPANY-PCT 2  
CC REGULAR****Date:** 11/07/2006**Submitted By:** Darlene Betancourt, PURCHASING DEPT.**Submitted For:** Marty Salazar**Department:** PURCHASING DEPT.**Agenda Area:** Purchasing Department**Purchasing only:** Prct. 2

---

**Agenda Item****CAPTION**

Presentation for discussion, consideration, acceptance & approval of a Request for Payment No 1 in the amount of \$254,400.05 from Mission Paving Company (contracted vendor) for "**Construction of Lime Treated Flexible Base, Hot-Mix Asphaltic Concrete Pavement, Concrete Curb & Gutter, Pavement Markings, Signing and Miscellaneous Items for McColl Road**" and certified for payment by project engineer, R. Gutierrez Engineering Corp., with authority for auditor to issue payment after review, audit and processing procedures completed. **PO# 570199 C-06-207-06-20**

**BACKGROUND**

See copy of invoice as attached

---

**Revenue & Expenditures****FISCAL YEAR:** 2006**ACCT. #:** 6-1202-431-00-122-006-0-841**FUNDS AVAILABLE Y/N?:** Y**MATCHING FUNDS Y/N?:****BUDGETARY IMPACT:**

PO# 570199-Contract # C-06-207-06-20

**FISCAL YEAR:** 6**ACCT. #:** 6-1202-431-00-122-006-0-841**FUNDS AVAILABLE Y/N?:** Y**MATCHING FUNDS Y/N?:****BUDGETARY IMPACT:**

PO# 570199 Balance \$361,805.00 as of 11-2-06

---

**Attachments**Link: [INVOICE 1-MISSION PAVING](#)

Confidential documents are indicated with a (c).

---

**Form Routing/Status**

| Route Seq | Inbox                 | Approved By      | Date                | Status |
|-----------|-----------------------|------------------|---------------------|--------|
| 1         | Purchasing Department | Marty Salazar    | 11/01/2006 03:28 PM | APRV   |
| 2         | Budget & Management   | Dina Trevino     | 11/01/2006 05:08 PM | APRV   |
| 3         | Mario Betancourt      | Mario Betancourt | 11/02/2006 09:52 AM | APRV   |
| 4         | Auditor's Office      | Linda Fong       | 11/03/2006 09:44 AM | APRV   |
| 5         | Arcy Duran            | Arcilia Duran    | 11/03/2006 05:10 PM | APRV   |
| 6         | Joy Hsu               | Joy Hsu          | 11/06/2006 08:09 AM | APRV   |
| 7         | Linda Fong            | Linda Fong       | 11/06/2006 08:56 AM | APRV   |
| 8         | Becky Morales         |                  |                     | NEW    |
| 9         | Agenda Coordinator    |                  |                     |        |

**Form Started By:** Darlene Betancourt**Started On:** 11/01/2006 02:48 PM**Final Approval Date:**

## APPLICATION FOR PAYMENT NO. 1

To: HIDALGO COUNTY PRECINCT NO. 2 (OWNER)  
 From: MISSION PAVING COMPANY, INC. (CONTRACTOR)  
 Contract: C-06-207-06-20-VGG  
 Project: MCCOLL ROAD (MILITARY HIGHWAY TO IRRIGATION DITCH)  
 OWNER's Contract No. \_\_\_\_\_ ENGINEER's Project No. ENG03.024D  
 For Work accomplished through the date of: 9/1/2006

|                                                                   |    |           |            |
|-------------------------------------------------------------------|----|-----------|------------|
| 1. Original Contract Price:                                       |    | \$        | 361,805.00 |
| 2. Net change by Change Orders and Written Agreements (+ or -):   |    | \$        | (8,239.68) |
| 3. Current Contract Price (1 plus 2):                             |    | \$        | 353,565.32 |
| 4. Total completed and stored to date:                            |    | \$        | 282,666.72 |
| 5. Retainage (per Agreement):                                     |    |           |            |
| <u>10</u> % of completed Work:                                    | \$ | 28,266.67 |            |
| % of stored material:                                             | \$ | -         |            |
| Total Retainage:                                                  |    | \$        | 28,266.67  |
| 6. Total completed and stored to date less retainage (4 minus 5): |    | \$        | 254,400.05 |
| 7. Less previous Application for Payments:                        |    | \$        | -          |
| 8. AMOUNT DUE THIS APPLICATION (6 MINUS 7):                       |    | \$        | 254,400.05 |

570199  
6-1202-431-00-122-006-0-841  
Pg # 93066

Accompanying Documentation:

## CONTRACTOR'S Certification:

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

Dated 9/26/06

MISSION PAVING COMPANY, INC.

CONTRACTOR

By: John C. Anderson, Sec. Treas.

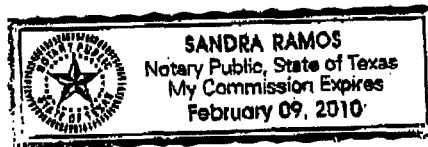
State of Texas

County of Hidalgo

Subscribed and sworn to before me this 26<sup>th</sup>  
 day of September, 2006

Sandra Ramos  
 Notary Public

My Commission expires: Feb 9, 2010



Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 9/26/06

R. GUTIERREZ ENGINEERING CORPORATION

ENGINEER

By: [Signature]

INVOICE RECEIVED BY:

[Signature] ON 10/31/06

GOODS/SERVICES RECEIVED BY:

[Signature] ON 10/31/06

PO Number 07-18-2006  
 PO Date 07-18-2006  
 Requisition No 00093066  
 Owner YJACKSON  
 PO Type

Vendor Name MISSION PAVING CO., INC.  
 Address P. O. BOX 949  
 MISSION, TX 78573-0949

PO Total 361,805.00  
 Payment Total

| Detail                      |         | Header   |                                                                | Payment Info |            |
|-----------------------------|---------|----------|----------------------------------------------------------------|--------------|------------|
|                             |         | Quantity |                                                                |              |            |
| Line No.                    | Ordered | Received | Description                                                    | Unit Price   | Amount     |
| 1                           | 1       |          | CONSTRUCTION OF S. McCOLL RD. .5 MILE S. OF US 281 (MILITARY F | 361,805.000  | 361,805.00 |
|                             |         |          |                                                                | Total        | 361,805.00 |
| Account Number              |         |          | Description                                                    | Amount       | Amount Lig |
| 6-1202-431-00-122-006-0-841 |         |          | PCT.2 PAJ RD-AID TO OTHER GOVT                                 | 361,805.00   | .00        |

AI-1037

18.C.2.

**REQUEST FOR PAYMENT NO 3-PCT 2-PONY BASEBALL FIELD  
CC REGULAR**

**Date:** 11/07/2006

**Submitted By:** Darlene Betancourt, PURCHASING DEPT.

**Submitted For:** Marty Salazar

**Department:** PURCHASING DEPT.

**Agenda Area:** Purchasing Department

**Purchasing only:** Prct. 2

---

**Agenda Item**

**CAPTION**

Presentation for discussion, consideration, acceptance & approval of a Request for Payment No 3 in the amount of \$1,382.54 from Centennial Contractor Enterprises Inc. (awarded vendor) for "**North San Juan Park-Pony Baseball Field**" and certified for payment by project architect, VA Architecture, with authority for auditor to issue payment after review, audit, processing procedures completed. PO# 546957

**BACKGROUND**

See attached application for payment no 3

---

**Revenue & Expenditures**

**FISCAL YEAR:**

**ACCT. #:** 6-1287-452-00-122-019-5-739

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

PO# 546957 has available 1382.56.

---

**Attachments**

Link: [Centennial Request for Paymnt No 3](#)

Confidential documents are indicated with a **(c)**.

---

**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Purchasing Department | Marty Salazar  | 11/02/2006 12:59 PM | APRV   |
| 2         | Budget & Management   | Dina Trevino   | 11/02/2006 02:37 PM | APRV   |
| 3         | Dale Kennan           | Dale Kennan    | 11/02/2006 03:04 PM | APRV   |
| 4         | Auditor's Office      | Linda Fong     | 11/03/2006 09:55 AM | APRV   |
| 5         | Mike Escaname         | Mike Escaname  | 11/03/2006 11:59 AM | APRV   |
| 6         | Agenda Coordinator    | Monica Badillo | 11/03/2006 01:13 PM | APRV   |

**Form Started By:** Darlene Betancourt

**Started On:** 11/02/2006 09:01 AM

**Final Approval Date:** 11/03/2006

---

TO OWNER: Hidalgo County Pct. 2  
Attn: Pete Vargas  
301 E. State  
Pharr, Texas 78577

PROJECT: N PSJA Pony Field  
Hidalgo County  
San Juan, Texas 78589

APPLICATION NO 3

Distribution to:

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

PERIOD TO: 9/25/2006

FROM CONTRACTOR:

Centennial Contractors Ent. Inc.  
4909 E. Grimes Ste.118  
Hartingen, TX 78550

VIA ARCHITECT: VA Architecture

Reynaldo Vargas, Architect  
2029 Industrial Dr.  
McAllen, TX 78504

PROJECT NOS: 546957

CONTRACT FOR AJOC TCPN Area B

CONTRACT DATE 8/29/2005

**CONTRACTOR'S APPLICATION FOR PAYMENT**

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

- |                                                                           |    |           |
|---------------------------------------------------------------------------|----|-----------|
| 1. ORIGINAL CONTRACT SUM                                                  | \$ | 70,848.28 |
| 2. Net change by Change Orders                                            | \$ | 0.00      |
| 3. CONTRACT SUM TO DATE (Line 1 + 2)                                      | \$ | 70,848.28 |
| 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)                    | \$ | 0.00      |
| 5. RETAINAGE:                                                             |    |           |
| a. % of Completed Work (Column D + E on G703)                             | \$ | 0.00      |
| b. % of Stored Material (Column F on G703)                                | \$ | 0         |
| Total Retainage (Lines 5a + 5b or Total in Column I of G703)              |    |           |
| 6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)                 | \$ | 70,848.28 |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) | \$ | 69,465.72 |
| 8. CURRENT PAYMENT DUE                                                    | \$ | 1,382.54  |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)            | \$ | 0.00      |

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

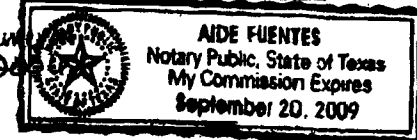
CONTRACTOR:

By: Daniel SmithDate: 10-3-06

State of: Texas

County of: Cam

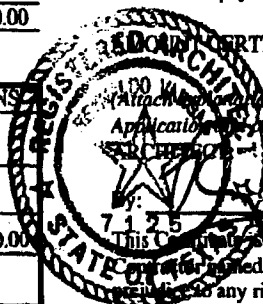
Subscribed and sworn to before me this

day of Oct 2006Notary Public: Aide FuentesMy Commission expires: 9/20/09**ARCHITECT'S CERTIFICATE FOR PAYMENT**

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

AMOUNT CERTIFIED ..... \$ 1,382.54

| CHANGE ORDER SUMMARY                               | ADDITIONS | DEDUCTIONS |
|----------------------------------------------------|-----------|------------|
| Total changes approved in previous months by Owner | \$0.00    |            |
| Total approved this Month                          |           |            |
| TOTALS                                             | \$0.00    | \$0.00     |
| NET CHANGES by Change Order                        | \$0.00    |            |



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

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

Date: 10-27-06

\* see attached transmission letter

letter

# 10.A.11 CONTINUATION SHEET

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

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

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

APPLICATION NO: 53-0065

APPLICATION DATE: 9/25/2006

PERIOD TO: 09/01/06-09/30/06

ARCHITECT'S PROJECT NO: 68040

| A<br>ITEM<br>NO. | B<br>DESCRIPTION OF WORK             | C<br>SCHEDULED<br>VALUE | D<br>WORK COMPLETED                     |             | F<br>MATERIALS<br>PRESENTLY<br>STORED<br>(NOT IN<br>D OR E) | G                                                      |              | H<br>BALANCE<br>TO FINISH<br>(C - G) | I<br>RETAINAGE<br>(IF VARIABLE<br>RATE) |
|------------------|--------------------------------------|-------------------------|-----------------------------------------|-------------|-------------------------------------------------------------|--------------------------------------------------------|--------------|--------------------------------------|-----------------------------------------|
|                  |                                      |                         | FROM PREVIOUS<br>APPLICATION<br>(D + E) | THIS PERIOD |                                                             | TOTAL<br>COMPLETED<br>AND STORED<br>TO DATE<br>(D+E+F) | %<br>(G ÷ C) |                                      |                                         |
|                  | <i>North San Juan Baseball Field</i> |                         |                                         |             |                                                             |                                                        |              |                                      |                                         |
| 1                | General Site Conditions              | \$122.89                | \$120.43                                | \$2.46      |                                                             | \$122.89                                               | 100.00%      |                                      |                                         |
| 2                | Site Construction                    | \$41,213.49             | \$40,389.22                             | \$824.27    |                                                             | \$41,213.49                                            | 100.00%      |                                      |                                         |
| 3                | Concrete                             | \$4,212.09              | \$4,127.85                              | \$84.24     |                                                             | \$4,212.09                                             | 100.00%      |                                      |                                         |
| 4                | Metals                               | \$1,261.59              | \$1,236.36                              | \$25.23     |                                                             | \$1,261.59                                             | 100.00%      |                                      |                                         |
| 5                | Electrical                           | \$22,317.22             | \$21,870.88                             | \$446.34    |                                                             | \$22,317.22                                            | 100.00%      |                                      |                                         |
| 6                | Bond                                 | \$1,721.00              | \$1,721.00                              | \$0.00      |                                                             | \$1,721.00                                             | 100.00%      |                                      |                                         |
| 7                |                                      |                         |                                         |             |                                                             |                                                        |              |                                      |                                         |
| 8                |                                      |                         |                                         |             |                                                             |                                                        |              |                                      |                                         |
| 9                |                                      |                         |                                         |             |                                                             |                                                        |              |                                      |                                         |
| 6                |                                      |                         |                                         |             |                                                             |                                                        |              |                                      |                                         |
| 7                |                                      |                         |                                         |             |                                                             |                                                        |              |                                      |                                         |
| 8                |                                      |                         |                                         |             |                                                             |                                                        |              |                                      |                                         |
| 9                |                                      |                         |                                         |             |                                                             |                                                        |              |                                      |                                         |
| 10               |                                      |                         |                                         |             |                                                             |                                                        |              |                                      |                                         |
| 11               |                                      |                         |                                         |             |                                                             |                                                        |              |                                      |                                         |
| 12               |                                      |                         |                                         |             |                                                             |                                                        |              |                                      |                                         |
| 13               |                                      |                         |                                         |             |                                                             |                                                        |              |                                      |                                         |
| 14               |                                      |                         |                                         |             |                                                             |                                                        |              |                                      |                                         |
| 15               |                                      |                         |                                         |             |                                                             |                                                        |              |                                      |                                         |
| 16               |                                      |                         |                                         |             |                                                             |                                                        |              |                                      |                                         |
| 18               |                                      |                         |                                         |             |                                                             |                                                        |              |                                      |                                         |
|                  |                                      | \$70,848.28             | \$69,465.74                             | \$1,382.54  |                                                             | \$70,848.28                                            | 100.00%      | \$0.00                               | \$0.00                                  |

completed preparation Document D401 - Certification of Document's Authenticity

P.2

9566867916

VA Architecture

Nov 01 2006 6:21PM



PO Number 546957 Vendor No 303615  
PO Date 02-18-2005 Vendor Name CENTENNIAL CONTRACTORS ENTERPRISES, INC.  
Requisition No 00065912 Address 5411 BANDERA RD, STE. 304  
Owner P2CLERK2 SAN ANTONIO, TX 78238  
PO Type

PO Total 70,848.28  
Payment Total 69,465.72

| Detail                      |         | Header                               | Payment Info                              |            |            |     |
|-----------------------------|---------|--------------------------------------|-------------------------------------------|------------|------------|-----|
|                             |         | Quantity                             |                                           |            |            |     |
| Line No.                    | Ordered | Received                             | Description                               | Unit Price | Amount     |     |
| 1                           | 1       |                                      | PONY BASEBALL FIELD                       | 70,848.280 | 70,848.28  |     |
| 2                           | 1       | 0                                    | 10/26/05 RECLASSIFY INTO 1287 FUND B#7967 |            |            | .00 |
|                             |         |                                      |                                           | Total      | 70,848.28  |     |
| Account Number              |         | Description                          |                                           | Amount     | Amount Liq |     |
| 6-1287-452-00-122-019-5-739 |         | NORTH SAN JUAN PARK-OTHER STRUCTURE: |                                           | 70,848.28  | 69,465.72  |     |

Balance 1382.56

**AI-962**

**18.D.1.**

**Hauling Services Type D Hot Mix  
CC REGULAR**

**Date:** 11/07/2006

**Submitted By:** Juan Tapia, PURCHASING DEPT.

**Submitted For:** Marty Salazar

**Department:** PURCHASING DEPT.

**Agenda Area:** Purchasing Department

**Purchasing only:** Prct. 3

---

**Agenda Item**

**CAPTION**

Requesting authority to re-advertise for a request for sealed bids (RFB) for: **"Hauling Services of Type D Hot Mix Asphalt"** inasmuch as no bids were received (6-400)

**BACKGROUND**

Specifications, Requirements & other Terms and Conditions  
DRAFT - Service / Contract Document

---

**Revenue & Expenditures**

**FISCAL YEAR:** 2006

**ACCT. #:** 6-1203-431-00-123-005-0-346

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Available Balance -> 35500.00

**FISCAL YEAR:** 2006

**ACCT. #:** 6-1203-431-00-123-005-0-731

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Available Balance -> 189961.02

---

**Attachments**

Link: [Hauling Services Type D Hot Mix](#)

Link: [Exp Rpt - Obj 346](#)

Confidential documents are indicated with a **(c)**.

---

**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Purchasing Department | Marty Salazar  | 11/01/2006 03:04 PM | APRV   |
| 2         | Budget & Management   | Dina Trevino   | 11/01/2006 03:58 PM | APRV   |
| 3         | Dale Kennan           | Dale Kennan    | 11/02/2006 09:11 AM | APRV   |
| 4         | Auditor's Office      | Linda Fong     | 11/02/2006 04:10 PM | APRV   |
| 5         | Agenda Coordinator    | Monica Badillo | 11/03/2006 10:32 AM | APRV   |

**Form Started By:** Juan Tapia

**Started On:** 10/31/2006 09:26 AM

**Final Approval Date:** 11/03/2006

---



# EXHIBIT "A"

## HIDALGO COUNTY - PRECINCT # 3 "HAULING SERVICES OF TYPE D HOT MIX ASPHALT" BID NO: 06-400-jmt

### SPECIFICATIONS, REQUIREMENTS & OTHER TERMS AND CONDITIONS

#### SCOPE OF SERVICES:

1. The requirements services contract will encompass all project-related hauling Type D Hot Mix Asphalt for the County of Hidalgo Precinct 3 including, but not limited to, the following:
2. Hauling services will be on an **as needed basis only**.
3. Type D Hot Mix Asphalt will be hauled from awarded vendors a) Valley Caliche b) Frontera Materials at pit locations as follows:
  - a) Plant location - FM 1924 between Minnesota and Palm Drive, Mission, Texas
  - b) Plant location - La Joya North of 83 on FM 2221
4. Bid price must be on a per ton basis.
5. Hidalgo County reserves the right to award the bid on a lump sum basis to one bidder or to multiple bidders if the County determines it is in its best interest to do so.
6. The contract will be in effect for a period of (1) one year from bid award date with the County's option to extend for an additional year under the same terms and conditions. Prices must remain firm during the contract period.
7. Hidalgo County-Precinct No.3 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.
8. Hidalgo County - Precinct No. 3- Requires a minimum of **6 hauling trailers** that will be **available** on a daily basis for this bid project to please note the make, year, model and capacity of your hauling trucks on attached **Exhibit "D"**.
9. Hidalgo County - Precinct No. 3 - Requires the minimum of five (5) vendor owned trucks (proof of ownership (title) shall be furnished with bid) to be available on a daily basis.

## **EXHIBIT "A"**

Cont....

### **HIDALGO COUNTY - PRECINCT # 3 "HAULING SERVICES OF TYPE D HOT MIX ASPHALT" BID NO: 06-400-jmt**

#### **SPECIFICATIONS, REQUIREMENTS & OTHER TERMS AND CONDITIONS**

10. The Bidder awarded the contract shall not engage the services of a subcontract without prior written consent of Hidalgo County. When requesting written consent from Hidalgo County to retain a subcontractor to perform services hereunder the successful bidder must present evidence and submit to the County that the successful bidder and the proposed subcontractor possess all necessary licenses and permits to perform the services described herein and that the successful bidder and the proposed subcontractor have obtained and submitted the required insurance coverage and policies as required by Hidalgo County (See Exhibit "C").
11. **Insurance (requirements) certificates** must be submitted to Precinct 3 with copies to the Purchasing Department for approval prior to any services being performed which is applicable to both the awarded bidder and the subcontractor in accordance to **Exhibit "C" attached.**
12. **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.**

## 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.

THE STATE OF TEXAS   §  
                                     §  
COUNTY OF HIDALGO   §

**SERVICE CONTRACT**  
**C-06-00-00-00**

THIS CONTRACT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2006 by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and \_\_\_\_\_, Texas ("Company").

WHEREAS, Company responded to advertised notices for bids for \_\_\_\_\_ (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in full and final consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to Hidalgo County on Project as listed on specification . This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Commissioner** or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning \_\_\_\_\_, 2006, and ending on \_\_\_\_\_, and may be extended at the sole discretion of County for an additional ninety(90) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

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

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid as set forth below.

If to County:      **The County of Hidalgo  
Attn: County Judge  
100 E. Cano  
Edinburg, Texas**

If to Company:

13. In case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be perform able in Hidalgo County.

WITNESS our hands in duplicate originals this \_\_\_\_ day of \_\_\_\_\_, 2006.

COUNTY OF HIDALGO

By:

Ramon Garcia County Judge

ATTEST:

J. D. Salinas, III, County Clerk

COMPANY:

By:

Printed Name:

Title:



Run Date 11/02/06 09:07 AM

**Hidalgo County**

Page No 1

For 01/01/06 - 01/31/07

**Expenditure Summary Report**

FJEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

| <u>Account No/Description</u>     |                                  | <u>Adjusted<br/>Budget</u> | <u>Y-T-D<br/>Encumb</u> | <u>Period<br/>Expended</u> | <u>Y-T-D<br/>Expended</u> | <u>Available<br/>Balance</u> | <u>Percent<br/>Used</u> |
|-----------------------------------|----------------------------------|----------------------------|-------------------------|----------------------------|---------------------------|------------------------------|-------------------------|
| <b>1100 GENERAL FUND</b>          |                                  |                            |                         |                            |                           |                              |                         |
| 6-1100-432-00-123-001-0-346       | SANITATION PCT.3-HAULING SERVICE | 2,500.00                   | .00                     | .00                        | .00                       | 2,500.00                     | .00                     |
| <b>1100 GENERAL FUND</b>          |                                  | <b>2,500.00</b>            | <b>.00</b>              | <b>.00</b>                 | <b>.00</b>                | <b>2,500.00</b>              | <b>.00</b>              |
| <b>1203 R&amp;B PRECINCT NO.3</b> |                                  |                            |                         |                            |                           |                              |                         |
| 6-1203-431-00-123-005-0-346       | PCT.3 P/U RD-HAULING SERVICE     | 38,500.00                  | 3,000.00                | .00                        | .00                       | 35,500.00                    | 7.79                    |
| <b>1203 R&amp;B PRECINCT NO.3</b> |                                  | <b>38,500.00</b>           | <b>3,000.00</b>         | <b>.00</b>                 | <b>.00</b>                | <b>35,500.00</b>             | <b>7.79</b>             |
| <b>6 YEAR</b>                     |                                  | <b>41,000.00</b>           | <b>3,000.00</b>         | <b>.00</b>                 | <b>.00</b>                | <b>38,000.00</b>             | <b>7.32</b>             |

**AI-1043**

**18.E.1.**

**BID AWARD -PIT RUN CALICHE PRCT 4  
CC REGULAR**

**Date:** 11/07/2006

**Submitted By:** Moises Salazar, PURCHASING DEPT.

**Submitted For:** Marty Salazar

**Department:** PURCHASING DEPT.

**Agenda Area:** Purchasing Department

**Purchasing only:** Prct. 4

---

**Agenda Item**

**CAPTION**

Recommending bid award and approval of contract (subject to legal review) for: Bid No. 2006-268-11-01-MSS-Hidalgo County Precinct 4-Pit Run Caliche, to sole bidder meeting all requirements and specifications.

**BACKGROUND**

See attached Bid Tabulation and Draft Contract.

---

**Revenue & Expenditures**

**FISCAL YEAR:** 2006

**ACCT. #:** 6-1204-431-00-124-007-0-673

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

\$6,083.54 available balance as of 11-03-06. rc

---

**Attachments**

Link: [Pit Run Caliche -Bid Tab](#)

Link: [Draft Requirements Agreement](#)

Confidential documents are indicated with a (c).

---

**Form Routing/Status**

| Route Seq | Inbox                 | Approved By   | Date                | Status |
|-----------|-----------------------|---------------|---------------------|--------|
| 1         | Purchasing Department | Marty Salazar | 11/02/2006 02:32 PM | APRV   |
| 2         | Budget & Management   | Dina Trevino  | 11/02/2006 02:40 PM | APRV   |
| 3         | Rosalinda Cantu       | Rosie Cantu   | 11/03/2006 04:00 PM | APRV   |
| 4         | Auditor's Office      | Linda Fong    | 11/06/2006 08:59 AM | APRV   |
| 5         | Arcy Duran            |               |                     | NEW    |
| 6         | Agenda Coordinator    |               |                     |        |

**Form Started By:** Moises Salazar

**Started On:** 11/02/2006 10:57 AM

**Final Approval Date:**

---

**HIDALGO COUNTY PURCHASING DEPARTMENT**  
**BID TABULATION SHEET**

DEPARTMENT NAME: **HIDALGO COUNTY PRECINCT NO. 4**

BID OPENING DATE:  
**November 01, 2006**

BID OPENING TIME: **9:30 A.M.**

DESCRIPTION OF BID: **"PIT RUN CALICHE"**

BID NO: **2006-268-11-01-MSS**

| No. | COMPANY NAME                                         | LOCATION OF PIT             | PRICE PER TON |
|-----|------------------------------------------------------|-----------------------------|---------------|
| 1   | <b>ROY'S HAULING SERVICES</b><br><b>EDINBURG, TX</b> | BIG 5 PIT<br>SAN MANUEL PIT | <b>\$1.75</b> |
| 2   |                                                      |                             |               |
| 3   |                                                      |                             |               |
| 4   |                                                      |                             |               |
| 5   |                                                      |                             |               |
| 6   |                                                      |                             |               |
| 7   |                                                      |                             |               |
| 8   |                                                      |                             |               |
| 9   |                                                      |                             |               |
|     |                                                      |                             |               |

**REQUIREMENTS AGREEMENT**  
**C-06-268-00-00**

THIS AGREEMENT (the "Agreement") is entered into effective as of **MONTH- DAY, YEAR** by and between **COMPANY** a Texas Corporation ("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"HIDALGO COUNTY PRECINCT NO. 4 - Pit Run Caliche"**[commodity], as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

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

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Pit Run Caliche "** in an area of Hidalgo County projects for a period of one year from START DATE to END DATE and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

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

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement

shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

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

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer:

Hidalgo County  
Attention: County Judge  
100 E. Cano, 2nd Floor  
Edinburg, Texas 78539

If to Seller:

COMPANY  
Attention: PERSON  
ADDRESS  
CITY, STATE ZIP

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

f. **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.

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

h. **Assignment.** This Agreement shall not be assignable.

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

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

k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

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

m. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

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

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

HIDALGO COUNTY

By: \_\_\_\_\_  
Ramon Garcia, County Judge

ATTEST:

\_\_\_\_\_  
Juan D. Salinas, III, County Clerk

Company Name \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT "A"**  
**SPECIFICATIONS**



**EXHIBIT "B"**  
**PAYMENT SCHEDULE**

**AI-977**

**18.F.1.**

**Approval of request for payment invoice number Five (5)  
CC REGULAR**

**Date:** 11/07/2006

**Submitted By:** Juan Tapia, PURCHASING DEPT.

**Submitted For:** Marty Salazar

**Department:** PURCHASING DEPT.

**Agenda Area:** Purchasing Department

**Purchasing only:** Buildings & Grounds

---

**Agenda Item**

**CAPTION**

Approval of request for payment invoice number five (5) in the amount of \$ 2,000.00 submitted by Alcocer Garcia Associates DC (AGADC) contracted architect for: "Construction of a Sally Port and Backup Power at the Courthouse Bldg." Contract # C-04-116-03-23 PO # 555744

**BACKGROUND**

Invoice number five (5) from AGADC

---

**Revenue & Expenditures**

**FISCAL YEAR:** 2006

**ACCT. #:** 6-1334-423-00-220-015-0-452

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

PO 555744 has 8063.00 available to render payment

---

**Attachments**

Link: [Approval of request for payment invoice No. five](#)

Confidential documents are indicated with a **(c)**.

---

**Form Routing/Status**

| Route Seq | Inbox                 | Approved By   | Date                | Status |
|-----------|-----------------------|---------------|---------------------|--------|
| 1         | Purchasing Department | Marty Salazar | 11/01/2006 03:11 PM | APRV   |
| 2         | Budget & Management   | Dina Trevino  | 11/01/2006 03:59 PM | APRV   |
| 3         | Dale Kennan           | Dale Kennan   | 11/02/2006 09:15 AM | APRV   |
| 4         | Auditor's Office      | Linda Fong    | 11/03/2006 09:30 AM | APRV   |
| 5         | Arcy Duran            | Arcilia Duran | 11/03/2006 05:09 PM | APRV   |
| 6         | Becky Morales         |               |                     | NEW    |
| 7         | Agenda Coordinator    |               |                     |        |

**Form Started By:** Juan Tapia

**Started On:** 10/31/2006 03:55 PM

**Final Approval Date:**

---

**AGADC**

ALCÓCER GARCIA ASSOCIATES  
DESIGN CONSULTING

1335 E. JASMINE AVE., McALLEN, TEXAS 78501 956.618.2007 FAX 956.618.2008

---

INVOICE FOR SERVICES:

INVOICE NO. : **Five** P.O. No. 555544

DATE: October 31, 2006

PROJECT: SALLY PORT & BACK UP POWER  
HIDALGO COUNTY COURTHOUSE

TO: OFFICE OF THE COUNTY JUDGE  
c/o Buildings & Grounds Department  
County of Hidalgo  
Edinburg, Tx 78539

---

In accordance with the A/E contract dated March 23, 2004, there is due at this time for professional design services on the above referenced project, the amount of : \$ 9,113.00

---

A/E Fee

Construction Cost.....\$ 575,000.00

A/E fee = 7.5% of estimated construction cost = \$ 43,125.00

Adjustment to the above to be made according to final construction cost.

Fee breakdown:

Through Bidding Phase (80% of fee)..... \$ 34,500.00

Construction Phase (20%).....\$ 8,625.00

This Invoice:

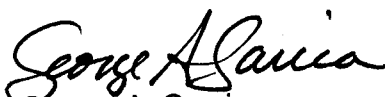
**First draw, Construction Phase..... \$ 2,000.00**

---

Please remit payment to:

Alcócer Garcia Associates Design Consulting  
1335 East Jasmine Avenue  
McAllen, Texas 78501

Thank you,  
AGADC



George A. Garcia  
Project Architect

**AI-1007**

**18.G.1.**

**Re Estate Standing Item  
CC REGULAR**

**Date:** 11/07/2006

**Submitted By:** Neilda Cavazos, PURCHASING DEPT.

**Submitted For:** Marty Salazar

**Department:** PURCHASING DEPT.

**Agenda Area:** Purchasing Department

**Purchasing only:** Co. Wide

---

**Agenda Item**

**CAPTION**

Requesting authority to obtain and approval of (when applicable), including but not limited to, the following item necessary in anticipation of real property/estate acquisition(s): fair market value appraisals, surveys, all phases-environmental assessments, title reports or title policies services, commercial contractors (improved property) or option contracts with authority for County Auditor to issue earnest money payment(s) or option payment(s) and County Judge to execute necessary/required documents(s)

**BACKGROUND**

---

**Revenue & Expenditures**

---

**Attachments**

*No file(s) attached.*

---

**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Purchasing Department | Marty Salazar  | 11/01/2006 03:27 PM | APRV   |
| 2         | Budget & Management   | Dina Trevino   | 11/01/2006 04:16 PM | APRV   |
| 3         | Dale Kennan           | Dale Kennan    | 11/02/2006 10:00 AM | APRV   |
| 4         | Auditor's Office      | Linda Fong     | 11/03/2006 09:41 AM | APRV   |
| 5         | Agenda Coordinator    | Monica Badillo | 11/03/2006 10:33 AM | APRV   |

**Form Started By:** Neilda Cavazos

**Started On:** 11/01/2006 02:38 PM

**Final Approval Date:** 11/03/2006

---

**AI-1008**  
**Standing Item**  
**CC REGULAR**

**18.G.2.**

**Date:** 11/07/2006

**Submitted By:** Neilda Cavazos, PURCHASING DEPT.

**Submitted For:** Marty Salazar

**Department:** PURCHASING DEPT.

**Agenda Area:** Purchasing Department

**Purchasing only:** Co. Wide

---

**Agenda Item**

**CAPTION**

Presentation for discussin, consideration and action (if necessary) including, but not limited to, the following: Damages and on-going county efforts to address emergency sistuation/conditions resulting from torrential rains and flooding.

**BACKGROUND**

---

**Revenue & Expenditures**

---

**Attachments**

*No file(s) attached.*

---

**Form Routing/Status**

| <b>Route Seq</b> | <b>Inbox</b>          | <b>Approved By</b> | <b>Date</b>         | <b>Status</b> |
|------------------|-----------------------|--------------------|---------------------|---------------|
| 1                | Purchasing Department | Marty Salazar      | 11/01/2006 03:27 PM | APRV          |
| 2                | Budget & Management   | Dina Trevino       | 11/01/2006 04:58 PM | APRV          |
| 3                | Auditor's Office      | Linda Fong         | 11/03/2006 09:42 AM | APRV          |
| 4                | Agenda Coordinator    | Monica Badillo     | 11/03/2006 10:33 AM | APRV          |

**Form Started By:** Neilda Cavazos

**Started On:** 11/01/2006 02:47 PM

**Final Approval Date:** 11/03/2006

---

AI-1039

18.G.3.

**"PrePaid Voluntary Legal Services  
CC REGULAR**

**Date:** 11/07/2006

**Submitted By:** Olga Montero, PURCHASING DEPT.

**Submitted For:** Marty Salazar

**Department:** PURCHASING DEPT.

**Agenda Area:** Purchasing Department

**Purchasing only:** Co. Wide

---

**Agenda Item**

**CAPTION**

Requesting approval to reject all proposals received with authority to re-advertise project for: "PrePaid Voluntary Legal Services". New Bid No. 2006-401-12-06

**BACKGROUND**

---

**Revenue & Expenditures**

---

**Attachments**

*No file(s) attached.*

---

**Form Routing/Status**

**Route Seq Inbox Approved By Date**

**Status**

**Form Started By:** Olga Montero **Started On:** 11/02/2006 09:44 AM

**Final Approval Date:**

---

AI-989

18.H.1.

**One 1999 or Newer Motor Home (For use as a Mobile Command Center)  
CC REGULAR**

**Date:** 11/07/2006

**Submitted By:** Roli Flores, PURCHASING DEPT.

**Submitted For:** Marty Salazar

**Department:** PURCHASING DEPT.

**Agenda Area:** Purchasing Department

**Purchasing only:** Sheriff's Office

---

**Agenda Item**

**CAPTION**

Requesting authority to advertise request for sealed bids and approval of draft specifications as attached hereto for: "One 1999 or Newer Motor Home Project" (for use as a Mobile Command Center)" project.

**BACKGROUND**

This project will bring total command trailers to three (3)

---

**Revenue & Expenditures**

**FISCAL YEAR:** 2006

**ACCT. #:** 6-1100-415-18-160-001-0-540

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Available balance of 6661.88

**FISCAL YEAR:**

**ACCT. #:** 6-1228-421-00-280-006-0-741

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Available Balance of 45000.00

---

**Attachments**

Link: [mobile command specs](#)

Confidential documents are indicated with a (c).

---

**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Purchasing Department | Marty Salazar  | 11/01/2006 03:24 PM | APRV   |
| 2         | Budget & Management   | Dina Trevino   | 11/01/2006 04:00 PM | APRV   |
| 3         | Dale Kennan           | Dale Kennan    | 11/02/2006 10:14 AM | APRV   |
| 4         | Auditor's Office      | Linda Fong     | 11/03/2006 09:36 AM | APRV   |
| 5         | Agenda Coordinator    | Monica Badillo | 11/03/2006 10:33 AM | APRV   |

**Form Started By:** Roli Flores

**Started On:** 11/01/2006 09:52 AM

**Final Approval Date:** 11/03/2006

---



# **HIDALGO COUNTY SHERIFF'S OFFICE**

## **SHERIFF GUADALUPE "LUPE" TREVIÑO**

### **MEMORANDUM**

TO: Mr. Roli Flores, Purchasing Agent  
Hidalgo County Purchasing Department

FROM: Guadalupe "Lupe" Treviño  
Hidalgo County Sheriff

DATE: October 31, 2006

RE: Commissioners Court Approval

A handwritten signature, likely of Guadalupe Treviño, is written in black ink.

The Hidalgo County Sheriff's Office requests approval through the bid process for the purchase of a mobile command vehicle.

For any additional information please contact Lieutenant R. Ozuna telephone number (956) 393-6151.



**EXHIBIT "A"**  
**HIDALGO COUNTY SHERIFF'S OFFICE**  
**"ONE 1999 OR NEWER MOTOR HOME (FOR USE AS A MOBILE COMMAND CENTER) "**  
**BID NO. 2006-391-00-00ROL**

The Hidalgo County Sheriff's Office is seeking sealed bids to purchase a Motor Home to be used as a Mobile Command Center to include, but not limited to the following specifications, terms and conditions.

**TERMS AND CONDITIONS**

**DRAFT**

- 1) ALL COSTS AND EXPENSES ASSOCIATED WITH THE PREPARATION AND SUBMISSION OF (BIDS, PROPOSALS AND/OR QUOTES) SHALL BE THE RESPONSIBILITY OF THE BIDDER AND NO REIMBURSEMENTS FOR SUCH CHARGES OR EXPENSES SHALL BE PASSED ONTO HIDALGO COUNTY.
- 2) HIDALGO COUNTY RESERVES THE RIGHT TO VIEW, INSPECT AND TEST PROPOSED VEHICLE BEFORE PURCHASING IT.
- 3) HIDALGO COUNTY RESERVES THE RIGHT TO AWARD TO ONLY ONE BIDDER.
- 4) 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 REQUIREMENT; B. REJECT ANY OR ALL BIDS SUBMITTED AND FURTHER RESERVES THE RIGHT TO DESIGN THE EVALUATION CRITERIA TO BE USED IN SELECTING THE LOWEST BIDDER AND BEST BID FOR APPROVAL.
- 5) HIDALGO COUNTY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY/OR ALL BIDS RECEIVED IF IT IS IN THE COUNTY'S BEST INTEREST TO DO SO.
- 6) **ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, WEDNESDAY, MONTH DAY, 2006, 5:00 P.M. RESPONSES TO SAID INQUIRIES WILL BE SENT TO ALL APPLICANTS VIA FACSIMILE BY NO LATER THAN, FRIDAY, MONTH DAY, 2006.**

## SPECIFICATIONS

---

- 1) YEAR MODEL: 1999 OR NEWER
- 2) MILAGE: NOT TO EXCEED 30,000 MILES
- 3) LENGTH: 35' OR LONGER
- 4) WIDTH: 102" OR WIDER
- 5) FUEL CAPACITY: 75 GALLON OR MORE
- 6) AUXILIARY GENERATOR: 5.0KW OR BETTER
- 7) FRESH WATER CAPACITY: 71 GALLON OR MORE
- 8) HOLDING TANK (MAIN): 55 GALLON OR MORE
- 9) HOLDING TANK (AUXILIARY): 55 GALLON OR MORE
- 10) LPG (FILLABLE TO 80%): 28 GALLON OR MORE
- 11) FORD CHASSIS V10, 310HP ENGINE OR BETTER
- 12) 26,000 LBS GVWR
- 13) RADIAL TIRES/ SPARE/ TOOLS/ WHEEL COVERS
- 14) AUTO HEAT/ AC- ELECTRIC ENTRY STEP
- 15) POWER ASSIST STEERING W/ TILT WHEEL
- 16) INTERMITTENT WINDSHIELD WIPERS
- 17) HYDRAULIC LEVELING JACKS FRONT/REAR
- 18) TRAILER HITCH RECEIVER/MUD FLAPS
- 19) SLIDE OUT ROOM W/COVER
- 20) AUXILIARY START BUTTON AND DUAL BATTERY CHARGE
- 21) 40,000 BTU FURNACE (EQUAL OR BETTER)
- 22) ROOF VENTS FRONT TO REAR OF UNIT
- 23) AC/DC ELECTRICAL DISTRIBUTION SYSTEM
- 24) 50 AMP POWER CORD (EQUAL OR BETTER)
- 25) CITY WATER HOOK-UP
- 26) WINTERIZATION VALVE
- 27) BATHROOM
- 28) FIRE EXTINGUISHER/SMOKE DETECTOR/LP LEAK DETECTOR
- 29) 3 POINT SEATBELTS (DRIVER/PASSENGER)
- 30) MONITOR PANEL
- 31) WINDOWS-FULL SLIDER W/ SCREEN
- 32) LIGHT FILTERING SHADES DRIVER/PASSENGER
- 33) CARPETED MOTOR COVER
- 34) CAB CARPET
- 35) MATS
- 36) TRACK LIGHTS (EQUAL OR BETTER)
- 37) TWO (2) ROOF A/C (EQUAL OR BETTER)
- 38) REARVIEW CAMERA WITH MONITOR (EQUAL OR BETTER)
- 39) DRIVER SIDE DOOR
- 40) METAL WRAPPED AWNING (EQUAL OR BETTER)

**DRAFT**

**AI-1000**  
**HIDALGO COUNTY**  
**CC REGULAR**

**18.H.2.**

**Date:** 11/07/2006  
**Submitted By:** Laura Moya, PURCHASING DEPT.  
**Department:** PURCHASING DEPT.  
**Agenda Area:** Purchasing Department

**Purchasing only:** Sheriff's Office

---

**Agenda Item**

**CAPTION**

A. Presentation for discussion, consideration and acceptance and approval of a proposal received from JAMAIL, an awarded vendor through TASB Buyboard with authority to execute any applicable documents and purchases order for the installation of a Security Fence on the outside of the Sally Port for added security on Req #99273 in the total amount of \$70,488.67.(06-405-LRM)

B. Presentation for discussion, consideration and acceptance and approval of a proposal received from JAMAIL, an awarded vendor through TASB Buyboard with authority to execute any applicable documents and purchases order for the installation of a 6x50 sidewalk for the North side Building to the parking lot on Req #99015 in the total amount of \$2,003.01.

**BACKGROUND**

Sidewalk is needed due to rains that have caused mud in that area to walk to the parking lot.

---

**Revenue & Expenditures**

**FISCAL YEAR:** 2006

**ACCT. #:** 6-1100-423-21-280-002-0-739

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

**FISCAL YEAR:** 2006

**ACCT. #:** 6-1330-421-00-115-050-0-739

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

---

**Attachments**

Link: [Agenda 1000](#)

Confidential documents are indicated with a **(c)**.

---

**Form Routing/Status**

| Route Seq | Inbox                 | Approved By   | Date                | Status |
|-----------|-----------------------|---------------|---------------------|--------|
| 1         | Purchasing Department | Marty Salazar | 11/01/2006 03:26 PM | APRV   |
| 2         | Budget & Management   | Dina Trevino  | 11/01/2006 04:12 PM | APRV   |
| 3         | Dale Kennan           | Dale Kennan   | 11/02/2006 09:59 AM | APRV   |
| 4         | Auditor's Office      | Linda Fong    | 11/03/2006 09:41 AM | APRV   |
| 5         | Arcy Duran            | Arcilia Duran | 11/03/2006 10:44 AM | APRV   |
| 6         | Elizabeth Cano        |               |                     | NEW    |
| 7         | Becky Morales         |               |                     |        |
| 8         | Agenda Coordinator    |               |                     |        |

**Form Started By:** Laura Moya

**Started On:** 11/01/2006 01:47 PM

**Final Approval Date:**

**Requisition**  
**HIDALGO COUNTY JAIL**

**Req # 00099273**

**PO #**

**Date: 10/26/06**

**Bill To:** x  
x

**Vendor :** 315567  
JAMAIL CONSTRUCTION  
16875 DIANA LN  
HOUSTON TX 77058  
FAX (956)447-8208

**Ship To:** HIDALGO COUNTY JAIL  
701 EL CIBOLO RD  
EDINBURG Tx 78539

**Contact:** LT. OZUNA  
956-393-6151

**Contract No:**

**Special Instructions:**

DO NOT DUPLICATE ORDER

| QUANTITY | UOM | DESCRIPTION                                          | UNIT PRICE  | AMOUNT    |
|----------|-----|------------------------------------------------------|-------------|-----------|
| 1        |     | SECURITY FENCE FOR DETENTION FACILITY                | 70,488.67   | 70,488.67 |
|          |     | Account No                                           | Encumbrance |           |
|          |     | 6-1100-423-21-280-002-0-739                          | 70,488.67   |           |
|          |     |                                                      | Freight     | .00       |
|          |     |                                                      | Total       | 70,488.67 |
|          |     | REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 |             |           |

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

**Requisition**  
**SHERIFF'S LAW ENFORMENT FACILITY**

**Req # 00099015**

**PO #**

**Date: 10/23/06**

**Bill To:** x  
x

**Vendor :** 315567  
JAMAIL CONSTRUCTION  
16875 DIANA LN  
HOUSTON TX 77058  
FAX (956) 447-8208

**Ship To:** SHERIFF'S LAW ENFORMENT FACILITY  
711 EL CIBOLO RD.  
EDINBURG TX 78539

**Contact:** MHINOJOSA  
956-393-6024

**Contract No:**

**Special Instructions:**

DO NOT DUPLICATE ORDER

| QUANTITY | UOM | DESCRIPTION                                                                                                                                                                                                                                                                                 | UNIT PRICE                                                                              | AMOUNT   |
|----------|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|----------|
| 1        |     | UNDER BUYBOARD PRICING<br>SIDEWALK PROJECT 6 FEET X 50 FEET APP.<br><br>Account No _____<br>6-1330-421-00-115-050-0-739<br><br>REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233<br><br><i>Northside Sheriffs bldg<br/>b/c of flooding during<br/>rains. Connects to<br/>parking lot</i> | 2,003.01<br><br><u>Encumbrance</u><br>2,003.01<br><br>Freight .00<br><br>Total 2,003.01 | 2,003.01 |

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



October 16, 2006

Lt. Richard Ozuna  
Hidalgo County Sheriff's Dept.  
711 Ciebola Rd.  
Edinburg, TX 78539

**CORPORATE**  
18875 Diana Lane  
Houston, TX 77058  
281.461.7075 ph  
281.461.7280 fax

**HOUSTON**  
228 McGarity  
Bldg. #1724  
Houston, TX 77029  
713.842.1505 ph  
713.874.0814 fax

**GALVESTON**  
8710 Stewart Road  
Suite 101  
Galveston, TX 77551  
409.741.8885 ph  
409.741.8435 fax

**AUSTIN**  
8888 Research Blvd.  
Suite 102  
Austin, TX 78758  
512.298.1200 ph  
512.371.7949 fax

**DALLAS/FORT WORTH**  
1430 Regal Row  
Suite 320  
Dallas, Texas 75247-3600  
214.879.1990 ph  
214.879.1998 fax

**KILLEEN**  
501 W. Elms Road  
Suite 11  
Killeen, TX 76542  
254.528.7538 ph  
254.528.0729 fax

**RIO GRANDE VALLEY**  
502 E. Expressway 83  
Suite C  
Weslaco, TX 78596  
956.447.8282 ph  
956.447.8208 fax

**SAN ANTONIO**  
121 Interpark  
Suite 701  
San Antonio, TX 78216  
210.875.1802 ph  
210.875.1804 fax

**REFERENCE: Proposal for HC Sheriff's Fence, Electric Gates and Area Cameras.**

Dear Lt Ozuna,

The following offer reflects work to be considered under the "Buyboard" method of procuring construction services. All work shall be performed as per the scope of work provided by the Sheriff's Department on several sites visits and as per the drawing/sketch provided by JAMAIL CONSTRUCTION.

All work shall be consistent with local industry standards and all Code requirements. The work shall bear the standard guarantees effective the date of substantial completion.

**Exclusions:**

Any and all professional services, site investigations, surveys, reproduction costs, liquidated damages.

Other warranties or guarantees written or implied other than the standard labor and material men warranty issued by JAMAIL CONSTRUCTION.

Any work not specially called for in the scope of work or listed on the proposal spreadsheet. No relocating of any electrical, data or communication lines.

**Scope of Work:**

Installation of approximately 720' lineal feet of 8'-0" tall HD chain link fence with an additional 2'-0" feet of razor and barded wire on top of that chain link.

Installation of two 25'-0" electrically controlled to open and close sliding gates.

Installation of two swing gates which can be electrically unlatched, manual open and manual closing.

Installation of all control and power wiring and conduit leading back to the control room and electrical room as required. All controls to be located at the Jailer's Control Room.

Installation of three visual area cameras (fixed) pointing to the new gate locations as needed.

All fence posts to be set in concrete at . Diameter of the posts to vary diameter (increase) at corners posts, and posts and gate posts.

All electrical work to be installed as per the NEC.

All clean up of site of contractor generated debris in part of this scope.

Work schedule shall be closely coordinate with the Sheriff's Department.

All work shall be performed as per commonly accepted industry standards.

**Cost Breakdown is as follows:**

**Total estimated Cost.....\$115,437.11**  
**Less Contractor's Coefficient (24.8%).....<\$28,628.40>**  
**Less City Cost Code Index (18.8%).....<\$16,320.04>**  
**TOTAL COST TO CLIENT.....\$70,488.67**

If you have any questions pertain to this proposal do not hesitate to call me at 956-425-4160 or 956-850-0644.

Thank you for considering JAMAIL CONSTRUCTION and the BUYBOARD.

Sincerely,

*Kent Van Eiman*  


Kent Van Eiman  
Regional Project Manager  
JAMAIL CONSTRUCTION

OCT. 16. 2006 1:32PM JAMAIL CONSTRUCTION

NO. 072 P. 4

**HAR-HC SHERIFF'S FENCING**

Report Date: October 16, 2006

Estimate Creation Date: October 12, 2006

Author: EFRAIN A. RUIZ

Descr: Security fence, gates, sidewalk, cameras

Notes: McAllen CCI-81.2%

McAllen BB coef std hours 75.1

P&amp;P Bond 4.5%

Permit &amp; Fees 1%

Division: 01000000

**General Requirements**

|                          |                                          |                   |               |                   |  |  |            |
|--------------------------|------------------------------------------|-------------------|---------------|-------------------|--|--|------------|
| Line #: 01310 700 0260 M | Field personnel, superintendent, average |                   |               |                   |  |  |            |
| Qty: 1.000               | Crew:                                    | Unit:             | Week          |                   |  |  | D/O: 0.000 |
| Lab. Hr: 0.000           | Mat: \$0.00                              | Labor: \$2,362.50 | Equip: \$0.00 | Total: \$2,362.50 |  |  |            |
|                          | 0.000                                    | \$0.00            | \$2,362.50    | \$0.00            |  |  | \$2,362.50 |

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: jobsite superintendent as per security requirements

|                          |                                                         |               |                     |                   |  |  |            |
|--------------------------|---------------------------------------------------------|---------------|---------------------|-------------------|--|--|------------|
| Line #: 01543 320 0055 M | Rent earth auger, truck-mounted, for fence & sign posts |               |                     |                   |  |  |            |
| Qty: 1.000               | Crew:                                                   | Unit:         | Week*               |                   |  |  | D/O: 0.000 |
| Lab. Hr: 0.000           | Mat: \$0.00                                             | Labor: \$0.00 | Equip: \$1,589.50 * | Total: \$1,589.50 |  |  |            |
|                          | 0.000                                                   | \$0.00        | \$0.00              | \$1,589.50        |  |  | \$1,589.50 |

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: post hole auger

|                          |                                          |                     |                     |                   |  |  |            |
|--------------------------|------------------------------------------|---------------------|---------------------|-------------------|--|--|------------|
| Line #: 01543 320 5000 M | Rent trencher wheel gas 4' deep 12" wide |                     |                     |                   |  |  |            |
| Qty: 1.000               | Crew:                                    | Unit:               | Week*               |                   |  |  | D/O: 0.000 |
| Lab. Hr: 0.000           | Mat: \$0.00                              | Labor: \$1,057.50 * | Equip: \$2,453.00 * | Total: \$3,510.50 |  |  |            |
|                          | 0.000                                    | \$0.00              | \$1,057.50          | \$2,453.00        |  |  | \$3,510.50 |

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: equipment rental w/operator @ \$35.20x 20hours = \$704.00

**General Requirements**

|             |                   |                   |                            |
|-------------|-------------------|-------------------|----------------------------|
| Mat: \$0.00 | Labor: \$3,420.00 | Equip: \$4,042.50 | Labor Hrs: 0.000           |
|             |                   |                   | Division Total: \$7,462.50 |

Division: 02000000

**Site Construction**

|                          |                                                             |               |               |               |  |  |              |
|--------------------------|-------------------------------------------------------------|---------------|---------------|---------------|--|--|--------------|
| Line #: 02080 600 0400 M | Underground tape, detectable, reinforced, al. foil core, 2" |               |               |               |  |  |              |
| Qty: 6.000               | Crew:                                                       | Unit:         |               |               |  |  | D/O: 150.000 |
| Lab. Hr: 0.053           | Mat: \$1.61                                                 | Labor: \$2.43 | Equip: \$0.00 | Total: \$4.04 |  |  |              |
|                          | 0.318                                                       | \$9.64        | \$14.60       | \$0.00        |  |  | \$24.23      |

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: marking tape, changes per PM



OCT. 16, 2006 1:32PM

JAMAIL CONSTRUCTION

NO. 072 P. 5

**HAR-HC SHERIFF'S FENCING**

Report Date: October 16, 2006

Estimate Creation Date: October 12, 2006

|                          |                                                                      |                |               |  |  |                |             |
|--------------------------|----------------------------------------------------------------------|----------------|---------------|--|--|----------------|-------------|
| Line #: 02210 200 1800 M | Drilling, core, 6" thick, prestressed hollow core plank, 3" diameter |                |               |  |  |                |             |
| Qty: 4.000               | Crew: B89A                                                           | Unit: Ea.      |               |  |  |                | D/O: 50.000 |
| Lab. Hr: 0.320           | Mat: \$4.17                                                          | Labor: \$16.82 | Equip: \$2.54 |  |  | Total: \$23.53 |             |
| 1.280                    | \$16.68                                                              | \$67.26        | \$10.16       |  |  | \$94.10        |             |

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: core drill cmu walls

|                          |                                                                              |               |               |  |  |               |              |
|--------------------------|------------------------------------------------------------------------------|---------------|---------------|--|--|---------------|--------------|
| Line #: 02315 620 0750 M | Excec, util trench, W/chain trencher, 12hp, oper walking, 8" W trench, 36" D |               |               |  |  |               |              |
| Qty: 600.000             | Crew: B53                                                                    | Unit: L.F.    |               |  |  |               | D/O: 300.000 |
| Lab. Hr: 0.027           | Mat: \$0.00                                                                  | Labor: \$1.48 | Equip: \$0.18 |  |  | Total: \$1.66 |              |
| 16.200                   | \$0.00                                                                       | \$890.70      | \$105.60      |  |  | \$996.30      |              |

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: trench for electrical conduits &amp; controls, changes per PM

|                          |                                                                     |               |               |  |  |               |              |
|--------------------------|---------------------------------------------------------------------|---------------|---------------|--|--|---------------|--------------|
| Line #: 02315 620 1750 M | Excavating, backfill by hand incl compaction, 8" wide trench, 36" D |               |               |  |  |               |              |
| Qty: 600.000             | Crew: A1G                                                           | Unit: L.F.    |               |  |  |               | D/O: 135.000 |
| Lab. Hr: 0.059           | Mat: \$0.00                                                         | Labor: \$2.69 | Equip: \$0.30 |  |  | Total: \$2.99 |              |
| 35.400                   | \$0.00                                                              | \$1,615.32    | \$178.20      |  |  | \$1,793.52    |              |

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: backfill trench, changes per PM

|                          |                                                          |               |               |  |  |               |              |
|--------------------------|----------------------------------------------------------|---------------|---------------|--|--|---------------|--------------|
| Line #: 02580 410 1030 M | Conduit, direct burial, PVC sched 40, w/coupling, 1" dia |               |               |  |  |               |              |
| Qty: 1,200.000           | Crew: ELEC                                               | Unit: L.F.    |               |  |  |               | D/O: 260.000 |
| Lab. Hr: 0.031           | Mat: \$0.81                                              | Labor: \$2.00 | Equip: \$0.00 |  |  | Total: \$2.82 |              |
| 37.200                   | \$976.80                                                 | \$2,402.40    | \$0.00        |  |  | \$3,379.20    |              |

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: conduits power for gate motor operators &amp; controls, changes per PM

|                          |                                                               |                |               |  |  |                |             |
|--------------------------|---------------------------------------------------------------|----------------|---------------|--|--|----------------|-------------|
| Line #: 02820 150 6580 M | Fence, CL, incl, line posts, galv, 2.5" OD, set in conc, 4' H |                |               |  |  |                |             |
| Qty: 53.000              | Crew: B80                                                     | Unit: Ea.      |               |  |  |                | D/O: 80.000 |
| Lab. Hr: 0.400           | Mat: \$24.20                                                  | Labor: \$19.46 | Equip: \$7.32 |  |  | Total: \$50.98 |             |
| 21.200                   | \$1,282.60                                                    | \$1,031.38     | \$387.70      |  |  | \$2,701.68     |             |

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: line post

|                          |                                                                  |                |               |  |  |                 |             |
|--------------------------|------------------------------------------------------------------|----------------|---------------|--|--|-----------------|-------------|
| Line #: 02820 150 6725 M | Fence, CL, incl, corner post, galv stl, 4" OD, set in conc, 8' H |                |               |  |  |                 |             |
| Qty: 18.000              | Crew: B80                                                        | Unit: Ea.      |               |  |  |                 | D/O: 65.000 |
| Lab. Hr: 0.492           | Mat: \$170.50                                                    | Labor: \$23.95 | Equip: \$9.02 |  |  | Total: \$203.47 |             |
| 8.856                    | \$3,069.00                                                       | \$431.11       | \$162.36      |  |  | \$3,662.47      |             |

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: end and corner posts

OCT. 16. 2006 1:32PM

JAMAIL CONSTRUCTION

NO. 072 P. 6

**HAR- HC SHERIFF'S FENCING**

Report Date: October 16, 2006

Estimate Creation Date: October 12, 2006

|                          |                                                                  |                |               |                 |  |             |  |  |
|--------------------------|------------------------------------------------------------------|----------------|---------------|-----------------|--|-------------|--|--|
| Line #: 02820 150 6725 M | Fence, CL, incl, corner post, galv stl, 4" OD, set in conc, 8' H |                |               |                 |  |             |  |  |
| Qty: 8.000               | Crew: B80                                                        | Unit: Ea.      |               |                 |  | D/O: 65.000 |  |  |
| Lab. Hr: 0.492           | Mat: \$170.50                                                    | Labor: \$23.95 | Equip: \$9.02 | Total: \$203.47 |  |             |  |  |
| 3.936                    | \$1,364.00                                                       | \$191.60       | \$72.16       | \$1,627.76      |  |             |  |  |

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: line item utilized for gates post 4" x 10"

|                          |                                                         |                |                |                 |  |             |  |
|--------------------------|---------------------------------------------------------|----------------|----------------|-----------------|--|-------------|--|
| Line #: 02820 150 7790 M | Fence, CL, incl, gates, sliding w/ovhd support, 8' high |                |                |                 |  |             |  |
| Qty: 58.000              | Crew: B80B                                              | Unit: L.F.     |                |                 |  | D/O: 23.000 |  |
| Lab. Hr: 1.391           | Mat: \$95.70                                            | Labor: \$66.71 | Equip: \$11.28 | Total: \$173.69 |  |             |  |
| 80.678                   | \$5,550.60                                              | \$3,869.34     | \$653.95       | \$10,073.89     |  |             |  |

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: fence materials for 8' high gates, two each 25' sliding and two each 4' swing

|                          |                                                     |                   |               |                   |  |            |  |
|--------------------------|-----------------------------------------------------|-------------------|---------------|-------------------|--|------------|--|
| Line #: 02820 150 7810 M | Fence, CL, incl, gate motor, (no wiring), 3'w swing |                   |               |                   |  |            |  |
| Qty: 2.000               | Crew: SKWK                                          | Unit: Ea.         |               |                   |  | D/O: 0.500 |  |
| Lab. Hr: 32.000          | Mat: \$1,347.50                                     | Labor: \$1,920.00 | Equip: \$0.00 | Total: \$3,267.50 |  |            |  |
| 64.000                   | \$2,695.00                                          | \$3,840.00        | \$0.00        | \$6,535.00        |  |            |  |

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: line item utilized for 4' swing gates

|                          |                                                            |                   |               |                   |  |            |  |
|--------------------------|------------------------------------------------------------|-------------------|---------------|-------------------|--|------------|--|
| Line #: 02820 150 7815 M | Fence, CL, incl, gate motor, (no wiring), up to 20'w swing |                   |               |                   |  |            |  |
| Qty: 2.000               | Crew: SKWK                                                 | Unit: Ea.         |               |                   |  | D/O: 0.500 |  |
| Lab. Hr: 32.000          | Mat: \$4,455.00                                            | Labor: \$1,920.00 | Equip: \$0.00 | Total: \$6,375.00 |  |            |  |
| 64.000                   | \$8,910.00                                                 | \$3,840.00        | \$0.00        | \$12,750.00       |  |            |  |

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: two 25' sliding gates with motor operators

|                          |                                                   |                 |               |                 |  |            |  |
|--------------------------|---------------------------------------------------|-----------------|---------------|-----------------|--|------------|--|
| Line #: 02820 150 7830 M | Fence, CL, incl, gate operators, digital receiver |                 |               |                 |  |            |  |
| Qty: 4.000               | Crew: SKWK                                        | Unit: Ea.       |               |                 |  | D/O: 7.000 |  |
| Lab. Hr: 2.286           | Mat: \$478.50                                     | Labor: \$137.14 | Equip: \$0.00 | Total: \$615.64 |  |            |  |
| 9.144                    | \$1,914.00                                        | \$548.57        | \$0.00        | \$2,462.57      |  |            |  |

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: gate controls

|                          |                                                   |                |               |                 |  |             |  |
|--------------------------|---------------------------------------------------|----------------|---------------|-----------------|--|-------------|--|
| Line #: 02820 150 7840 M | Fence, CL, incl, gate operators, 3 button station |                |               |                 |  |             |  |
| Qty: 4.000               | Crew: SKWK                                        | Unit: Ea.      |               |                 |  | D/O: 14.000 |  |
| Lab. Hr: 1.143           | Mat: \$75.35                                      | Labor: \$68.57 | Equip: \$0.00 | Total: \$143.92 |  |             |  |
| 4.572                    | \$301.40                                          | \$274.30       | \$0.00        | \$575.70        |  |             |  |

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: control buttons for gates

OCT. 16, 2006 1:32PM

JAMAIL CONSTRUCTION

NO. 072

P. 7

**HAR-HC SHERIFF'S FENCING**

Report Date: October 16, 2006

Estimate Creation Date: October 12, 2006

|                          |                                                        |               |               |                |  |  |  |              |
|--------------------------|--------------------------------------------------------|---------------|---------------|----------------|--|--|--|--------------|
| Line #: 02820 150 7925 M | Fence, CL, post hole, auger by machine, 3' D, mdm soil |               |               |                |  |  |  |              |
| Qty: 79.000              | Crew: B80                                              | Unit: Ea.     |               |                |  |  |  | D/O: 175.000 |
| Lab. Hr: 0.183           | Mat: \$0.00                                            | Labor: \$8.90 | Equip: \$3.34 | Total: \$12.24 |  |  |  |              |
| 14.457                   | \$0.00                                                 | \$702.94      | \$264.18      | \$967.12       |  |  |  |              |

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: holes for line post

|                          |                                                                       |               |               |                |  |  |  |              |
|--------------------------|-----------------------------------------------------------------------|---------------|---------------|----------------|--|--|--|--------------|
| Line #: 02820 170 1300 M | Fence, CL, indl, fabric, 9 ga, galv, 1.2 oz coat, 2" chain link, 3' H |               |               |                |  |  |  |              |
| Qty: 654.000             | Crew: B80A                                                            | Unit: L.F.    |               |                |  |  |  | D/O: 228.000 |
| Lab. Hr: 0.105           | Mat: \$13.31                                                          | Labor: \$4.78 | Equip: \$0.85 | Total: \$18.94 |  |  |  |              |
| 68.670                   | \$8,704.74                                                            | \$3,126.51    | \$553.94      | \$12,385.19    |  |  |  |              |

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: security chain link fence

|                          |                                                     |               |               |               |  |  |  |                |
|--------------------------|-----------------------------------------------------|---------------|---------------|---------------|--|--|--|----------------|
| Line #: 02820 170 1650 M | Fence, CL, indl, barbed wire, galv, cost per strand |               |               |               |  |  |  |                |
| Qty: 2,616.000           | Crew: B80A                                          | Unit: L.F.    |               |               |  |  |  | D/O: 2,280.000 |
| Lab. Hr: 0.011           | Mat: \$0.12                                         | Labor: \$0.48 | Equip: \$0.09 | Total: \$0.69 |  |  |  |                |
| 28.776                   | \$316.54                                            | \$1,247.05    | \$230.21      | \$1,793.79    |  |  |  |                |

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: 4 strands of barb wire

|                          |                                                                 |               |               |                |  |  |  |              |
|--------------------------|-----------------------------------------------------------------|---------------|---------------|----------------|--|--|--|--------------|
| Line #: 02820 170 1800 M | Fence, CL, indl, barbed wire, extension arms 6, strands, 2-3/8" |               |               |                |  |  |  |              |
| Qty: 80.000              | Crew: B80A                                                      | Unit: Ea.     |               |                |  |  |  | D/O: 119.000 |
| Lab. Hr: 0.202           | Mat: \$10.95                                                    | Labor: \$9.16 | Equip: \$1.63 | Total: \$21.73 |  |  |  |              |
| 16.160                   | \$875.60                                                        | \$732.57      | \$130.24      | \$1,738.41     |  |  |  |              |

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: extension arms

|                          |                                                |               |               |                |  |  |  |              |
|--------------------------|------------------------------------------------|---------------|---------------|----------------|--|--|--|--------------|
| Line #: 02820 170 1850 M | Fence, CL, indl, barbed wire, eye tops, 2-3/8" |               |               |                |  |  |  |              |
| Qty: 54.000              | Crew: B80A                                     | Unit: Ea.     |               |                |  |  |  | D/O: 143.000 |
| Lab. Hr: 0.168           | Mat: \$3.59                                    | Labor: \$7.62 | Equip: \$1.35 | Total: \$12.56 |  |  |  |              |
| 9.072                    | \$193.64                                       | \$411.38      | \$73.06       | \$678.08       |  |  |  |              |

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: line item utilized for corner brackets and bracing

|                          |                                                                   |               |               |               |  |  |  |              |
|--------------------------|-------------------------------------------------------------------|---------------|---------------|---------------|--|--|--|--------------|
| Line #: 02820 170 1900 M | Fence, CL, indl, barbed wire, top rail, w/tie wires, 1-5/8", galv |               |               |               |  |  |  |              |
| Qty: 654.000             | Crew: B80A                                                        | Unit: L.F.    |               |               |  |  |  | D/O: 912.000 |
| Lab. Hr: 0.026           | Mat: \$3.41                                                       | Labor: \$1.19 | Equip: \$0.21 | Total: \$4.81 |  |  |  |              |
| 17.004                   | \$2,230.14                                                        | \$780.88      | \$136.69      | \$3,147.70    |  |  |  |              |

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: top rail

OCT. 16, 2006 1:32PM

JAMAIL CONSTRUCTION

NO. 072 P. 8

**HAR-HC SHERIFF'S FENCING**

Report Date: October 16, 2006

Estimate Creation Date: October 12, 2006

|                          |                                                                   |               |               |               |  |  |  |  |
|--------------------------|-------------------------------------------------------------------|---------------|---------------|---------------|--|--|--|--|
| Line #: 02820 170 2100 M | Fence, CL, incl, barbed wire, mid/bot rail, w/tie w, 1-5/8", galv |               |               |               |  |  |  |  |
| Qty: 654.000             | Crew: B80A                                                        | Unit: L.F.    |               |               |  |  |  |  |
| Lab. Hr: 0.026           | Mat: \$2.88                                                       | Labor: \$1.19 | Equip: \$0.21 | D/O: 912.000  |  |  |  |  |
| 17,004                   | \$1,884.83                                                        | \$780.88      | \$136.69      | Total: \$4.29 |  |  |  |  |

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: bottom rail

|                          |                                                                    |                 |               |               |  |  |  |  |
|--------------------------|--------------------------------------------------------------------|-----------------|---------------|---------------|--|--|--|--|
| Line #: 02820 420 0500 M | Wire, helical razor ribbon, stainless steel, 18" dia x 18" spacing |                 |               |               |  |  |  |  |
| Qty: 654.000             | Crew:                                                              | Unit: L.F.*     |               |               |  |  |  |  |
| Lab. Hr: 0.000           | Mat: \$0.00 *                                                      | Labor: \$2.48 * | Equip: \$0.00 | D/O: 0.000    |  |  |  |  |
| 0.000                    | \$0.00                                                             | \$1,618.65      | \$0.00        | Total: \$2.48 |  |  |  |  |

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: razor ribbon 30", furnished by owner per PM, labor only

**Site Construction**

Mat: \$40,295.20

Labor: \$28,417.43

Equip: \$3,095.13

Labor Hrs: 517.927

Division Total:

\$71,807.75

Division: 03000000

**Concrete**

|                          |                                               |               |               |                |  |  |  |  |
|--------------------------|-----------------------------------------------|---------------|---------------|----------------|--|--|--|--|
| Line #: 03310 220 0150 M | Concrete, ready mix, regular weight, 3000 psi |               |               |                |  |  |  |  |
| Qty: 6.000               | Crew:                                         | Unit: C.Y.    |               |                |  |  |  |  |
| Lab. Hr: 0.000           | Mat: \$95.70                                  | Labor: \$0.00 | Equip: \$0.00 | D/O: 0.000     |  |  |  |  |
| 0.000                    | \$574.20                                      | \$0.00        | \$0.00        | Total: \$95.70 |  |  |  |  |

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: concrete for setting line posts

|                          |                                                                     |                |               |                |  |  |  |  |
|--------------------------|---------------------------------------------------------------------|----------------|---------------|----------------|--|--|--|--|
| Line #: 03310 700 1900 M | Placing conc, incl vib, footings, continuous, shallow, direct chute |                |               |                |  |  |  |  |
| Qty: 6.000               | Crew: C6                                                            | Unit: C.Y.     |               |                |  |  |  |  |
| Lab. Hr: 0.400           | Mat: \$0.00                                                         | Labor: \$18.96 | Equip: \$0.40 | D/O: 120.000   |  |  |  |  |
| 2.400                    | \$0.00                                                              | \$113.76       | \$2.38        | Total: \$19.36 |  |  |  |  |

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: labor only

**Concrete**

Mat: \$574.20

Labor: \$113.76

Equip: \$2.38

Labor Hrs: 2.400

Division Total:

\$690.34

Division: 07000000

**Thermal & Moisture Protection**

OCT. 16, 2006 1:33PM

JAMAIL CONSTRUCTION

NO. 072 P. 9

**HAR-HC SHERIFF'S FENCING**

Report Date: October 16, 2006

Estimate Creation Date: October 12, 2006

|                          |                                                                      |                |               |  |  |                |             |
|--------------------------|----------------------------------------------------------------------|----------------|---------------|--|--|----------------|-------------|
| Line #: 07840 100 0120 M | Firestopping, metallic piping, non insul, through walls, 4" diameter |                |               |  |  |                |             |
| Qty: 8.000               | Crew: CARP                                                           | Unit: Ea.      |               |  |  |                | D/O: 14.000 |
| Lab. Hr: 0.571           | Mat: \$16.72                                                         | Labor: \$33.57 | Equip: \$0.00 |  |  | Total: \$50.29 |             |
| 4.568                    | \$133.76                                                             | \$268.56       | \$0.00        |  |  | \$402.32       |             |

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: firestopping cmu walls

**Thermal & Moisture Protection**

|               |                 |               |                          |
|---------------|-----------------|---------------|--------------------------|
| Mat: \$133.76 | Labor: \$268.56 | Equip: \$0.00 | Labor Hrs: 4.568         |
|               |                 |               | Division Total: \$402.32 |

Division: 16000000

**Electrical**

|                          |                                                     |               |               |  |  |               |              |
|--------------------------|-----------------------------------------------------|---------------|---------------|--|--|---------------|--------------|
| Line #: 16120 210 0100 M | Cable connectors, 600 volt, nonmetallic, #14-2 wire |               |               |  |  |               |              |
| Qty: 12.000              | Crew: ELEC                                          | Unit: Ea.     |               |  |  |               | D/O: 160.000 |
| Lab. Hr: 0.050           | Mat: \$0.54                                         | Labor: \$3.25 | Equip: \$0.00 |  |  | Total: \$3.79 |              |
| 0.600                    | \$6.47                                              | \$39.00       | \$0.00        |  |  | \$45.47       |              |

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: connectors for gate controls &amp; power

|                          |                                                     |               |               |  |  |               |              |
|--------------------------|-----------------------------------------------------|---------------|---------------|--|--|---------------|--------------|
| Line #: 16120 210 0100 M | Cable connectors, 600 volt, nonmetallic, #14-2 wire |               |               |  |  |               |              |
| Qty: 12.000              | Crew: ELEC                                          | Unit: Ea.     |               |  |  |               | D/O: 160.000 |
| Lab. Hr: 0.050           | Mat: \$0.54                                         | Labor: \$3.25 | Equip: \$0.00 |  |  | Total: \$3.79 |              |
| 0.600                    | \$6.47                                              | \$39.00       | \$0.00        |  |  | \$45.47       |              |

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: connectors for gate controls &amp; power

|                          |                                                         |               |               |  |  |               |              |
|--------------------------|---------------------------------------------------------|---------------|---------------|--|--|---------------|--------------|
| Line #: 16120 230 0040 M | Terminations, screw-on connectors, insulated, #14 to #8 |               |               |  |  |               |              |
| Qty: 12.000              | Crew: ELEC                                              | Unit: Ea.     |               |  |  |               | D/O: 210.000 |
| Lab. Hr: 0.038           | Mat: \$0.28                                             | Labor: \$2.48 | Equip: \$0.00 |  |  | Total: \$2.75 |              |
| 0.456                    | \$3.30                                                  | \$29.72       | \$0.00        |  |  | \$33.02       |              |

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: screw on connectors

|                          |                                                         |               |               |  |  |               |              |
|--------------------------|---------------------------------------------------------|---------------|---------------|--|--|---------------|--------------|
| Line #: 16120 230 0040 M | Terminations, screw-on connectors, insulated, #14 to #8 |               |               |  |  |               |              |
| Qty: 12.000              | Crew: ELEC                                              | Unit: Ea.     |               |  |  |               | D/O: 210.000 |
| Lab. Hr: 0.038           | Mat: \$0.28                                             | Labor: \$2.48 | Equip: \$0.00 |  |  | Total: \$2.75 |              |
| 0.456                    | \$3.30                                                  | \$29.72       | \$0.00        |  |  | \$33.02       |              |

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: screw on connectors

OCT. 16. 2006 1:33PM JAMAIL CONSTRUCTION

NO. 072 P. 10

**HAR-HC SHERIFF'S FENCING**

Report Date: October 16, 2006

Estimate Creation Date: October 12, 2006

|                          |                                                                          |                 |               |                 |  |  |
|--------------------------|--------------------------------------------------------------------------|-----------------|---------------|-----------------|--|--|
| Line #: 16120 550 0202 M | Non-metallic sheathed cable, 600V, copper with ground, #14, 3 conductors |                 |               |                 |  |  |
| Qty: 12.000              | Crew: ELEC                                                               | Unit: C.L.F.    |               |                 |  |  |
| Lab. Hr: 3.478           | Mat.: \$31.90                                                            | Labor: \$226.09 | Equip: \$0.00 | D/O: 2.300      |  |  |
| 41.736                   | \$382.80                                                                 | \$2,713.07      | \$0.00        | Total: \$257.99 |  |  |
|                          |                                                                          |                 | \$0.00        | \$3,095.87      |  |  |

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: wiring for new motor controls

|                          |                                                                            |                |               |                |  |  |
|--------------------------|----------------------------------------------------------------------------|----------------|---------------|----------------|--|--|
| Line #: 16120 750 0500 M | Special wires & fittings, thermostat, NO jacket, twisted, #18, 2 conductor |                |               |                |  |  |
| Qty: 20.000              | Crew: ELEC                                                                 | Unit: C.L.F.   |               |                |  |  |
| Lab. Hr: 1.000           | Mat.: \$9.79                                                               | Labor: \$65.00 | Equip: \$0.00 | D/O: 8.000     |  |  |
| 20.000                   | \$195.80                                                                   | \$1,300.00     | \$0.00        | Total: \$74.79 |  |  |
|                          |                                                                            |                | \$0.00        | \$1,495.80     |  |  |

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: plenum rated wiring

|                          |                                                |                |               |                |  |  |
|--------------------------|------------------------------------------------|----------------|---------------|----------------|--|--|
| Line #: 16120 900 0140 M | Wire, 600 volt, type THW, copper, stranded, #8 |                |               |                |  |  |
| Qty: 16.000              | Crew: ELEC                                     | Unit: C.L.F.   |               |                |  |  |
| Lab. Hr: 1.000           | Mat.: \$21.67                                  | Labor: \$65.00 | Equip: \$0.00 | D/O: 8.000     |  |  |
| 16.000                   | \$346.72                                       | \$1,040.00     | \$0.00        | Total: \$86.67 |  |  |
|                          |                                                |                | \$0.00        | \$1,386.72     |  |  |

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: power for motors

|                          |                                                                             |               |               |               |  |  |
|--------------------------|-----------------------------------------------------------------------------|---------------|---------------|---------------|--|--|
| Line #: 16132 205 5040 M | Conduit, to 15' H, incl 2 termn, 2 elb & 11 bm clip per 100', (EMT), 1" dia |               |               |               |  |  |
| Qty: 500.000             | Crew: ELEC                                                                  | Unit: L.F.    |               |               |  |  |
| Lab. Hr: 0.070           | Mat.: \$1.91                                                                | Labor: \$4.52 | Equip: \$0.00 | D/O: 115.000  |  |  |
| 35.000                   | \$957.00                                                                    | \$2,262.00    | \$0.00        | Total: \$6.44 |  |  |
|                          |                                                                             |               | \$0.00        | \$3,219.00    |  |  |

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: conduit for controls inside building

|                          |                                                                                 |               |               |               |  |  |
|--------------------------|---------------------------------------------------------------------------------|---------------|---------------|---------------|--|--|
| Line #: 16132 205 5060 M | Conduit, to 15' H, incl 2 termn, 2 elb & 11 bm clip per 100', (EMT), 1-1/4" dia |               |               |               |  |  |
| Qty: 300.000             | Crew: ELEC                                                                      | Unit: L.F.    |               |               |  |  |
| Lab. Hr: 0.080           | Mat.: \$2.94                                                                    | Labor: \$5.20 | Equip: \$0.00 | D/O: 100.000  |  |  |
| 24.000                   | \$881.10                                                                        | \$1,360.00    | \$0.00        | Total: \$8.14 |  |  |
|                          |                                                                                 |               | \$0.00        | \$2,441.10    |  |  |

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: conduit for power inside building

|                          |                                               |               |               |               |  |  |
|--------------------------|-----------------------------------------------|---------------|---------------|---------------|--|--|
| Line #: 16132 205 5240 M | Conduit, field bends, 45° to 90°, 1" diameter |               |               |               |  |  |
| Qty: 8.000               | Crew: ELEC                                    | Unit: Ea.     |               |               |  |  |
| Lab. Hr: 0.110           | Mat.: \$0.00                                  | Labor: \$7.12 | Equip: \$0.00 | D/O: 73.000   |  |  |
| 0.880                    | \$0.00                                        | \$56.99       | \$0.00        | Total: \$7.12 |  |  |
|                          |                                               |               | \$0.00        | \$56.99       |  |  |

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: field bends

OCT. 16. 2006

1:33PM

JAMAIL CONSTRUCTION

NO. 072

P. 11

**HAR-HC SHERIFF'S FENCING**

Report Date: October 16, 2006

Estimate Creation Date: October 12, 2006

|                          |                                                        |               |               |               |         |  |  |
|--------------------------|--------------------------------------------------------|---------------|---------------|---------------|---------|--|--|
| Line #: 16132 205 5360 M | Conduit, field bends, 45< to 90<, offsets, 1" diameter |               |               |               |         |  |  |
| Qty: 8.000               | Crew: ELEC                                             | Unit: Ea.     |               |               |         |  |  |
| Lab. Hr: 0.151           | Mat: \$0.00                                            | Labor: \$9.81 | Equip: \$0.00 | D/O: \$3.000  |         |  |  |
| 1.208                    | \$0.00                                                 | \$78.47       | \$0.00        | Total: \$9.81 |         |  |  |
|                          |                                                        |               |               | \$0.00        | \$78.47 |  |  |

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: field bends

|                          |                                                              |                |               |                |         |  |  |
|--------------------------|--------------------------------------------------------------|----------------|---------------|----------------|---------|--|--|
| Line #: 16132 205 7440 M | Conduit, EMT, LB, LR or LL fittings with covers, 1" diameter |                |               |                |         |  |  |
| Qty: 1.000               | Crew: ELEC                                                   | Unit: Ea.      |               |                |         |  |  |
| Lab. Hr: 0.500           | Mat: \$21.67                                                 | Labor: \$32.50 | Equip: \$0.00 | D/O: 16.000    |         |  |  |
| 0.500                    | \$21.67                                                      | \$32.50        | \$0.00        | Total: \$54.17 |         |  |  |
|                          |                                                              |                |               | \$0.00         | \$54.17 |  |  |

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: lb fitting into building

|                          |                                                                  |                |               |                |         |  |  |
|--------------------------|------------------------------------------------------------------|----------------|---------------|----------------|---------|--|--|
| Line #: 16132 205 7450 M | Conduit, EMT, LB, LR or LL fittings with covers, 1-1/4" diameter |                |               |                |         |  |  |
| Qty: 1.000               | Crew: ELEC                                                       | Unit: Ea.      |               |                |         |  |  |
| Lab. Hr: 0.615           | Mat: \$31.90                                                     | Labor: \$40.00 | Equip: \$0.00 | D/O: 13.000    |         |  |  |
| 0.615                    | \$31.90                                                          | \$40.00        | \$0.00        | Total: \$71.90 |         |  |  |
|                          |                                                                  |                |               | \$0.00         | \$71.90 |  |  |

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: lb fitting into building

|                          |                                         |               |               |               |          |  |  |
|--------------------------|-----------------------------------------|---------------|---------------|---------------|----------|--|--|
| Line #: 16132 205 8340 M | Conduit, EMT, 1 hole clips, 1" diameter |               |               |               |          |  |  |
| Qty: 75.000              | Crew: ELEC                              | Unit: Ea.     |               |               |          |  |  |
| Lab. Hr: 0.018           | Mat: \$0.75                             | Labor: \$1.17 | Equip: \$0.00 | D/O: 444.000  |          |  |  |
| 1.350                    | \$56.10                                 | \$87.75       | \$0.00        | Total: \$1.92 |          |  |  |
|                          |                                         |               |               | \$0.00        | \$143.85 |  |  |

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: conduit straps

|                          |                                             |               |               |               |         |  |  |
|--------------------------|---------------------------------------------|---------------|---------------|---------------|---------|--|--|
| Line #: 16132 205 8360 M | Conduit, EMT, 1 hole clips, 1-1/4" diameter |               |               |               |         |  |  |
| Qty: 40.000              | Crew: ELEC                                  | Unit: Ea.     |               |               |         |  |  |
| Lab. Hr: 0.020           | Mat: \$0.99                                 | Labor: \$1.30 | Equip: \$0.00 | D/O: 400.000  |         |  |  |
| 0.800                    | \$39.60                                     | \$52.00       | \$0.00        | Total: \$2.29 |         |  |  |
|                          |                                             |               |               | \$0.00        | \$91.60 |  |  |

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: conduit straps

|                          |                                                        |               |               |                |         |  |  |
|--------------------------|--------------------------------------------------------|---------------|---------------|----------------|---------|--|--|
| Line #: 16132 205 8820 M | Conduit, EMT, box connectors, compression, 1" diameter |               |               |                |         |  |  |
| Qty: 5.000               | Crew: ELEC                                             | Unit: Ea.     |               |                |         |  |  |
| Lab. Hr: 0.089           | Mat: \$6.82                                            | Labor: \$5.78 | Equip: \$0.00 | D/O: 90.000    |         |  |  |
| 0.445                    | \$34.10                                                | \$28.89       | \$0.00        | Total: \$12.60 |         |  |  |
|                          |                                                        |               |               | \$0.00         | \$62.99 |  |  |

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: box connectors

# HAR-HC SHERIFF'S FENCING

JAMAIL CONSTRUCTION

NO. 072

P. 12

Report Date: October 16, 2006

Estimate Creation Date: October 12, 2006

|                          |                                                        |               |               |                |  |  |  |
|--------------------------|--------------------------------------------------------|---------------|---------------|----------------|--|--|--|
| Line #: 16132 205 8820 M | Conduit, EMT, box connectors, compression, 1" diameter |               |               |                |  |  |  |
| Qty: 3.000               | Crew: ELEC                                             | Unit: Ea      |               |                |  |  |  |
| Lab. Hr: 0.089           | Mat: \$6.82                                            | Labor: \$5.78 | Equip: \$0.00 | D/O: 90.000    |  |  |  |
| 0.267                    | \$20.46                                                | \$17.34       | \$0.00        | Total: \$12.60 |  |  |  |
|                          |                                                        |               | \$0.00        | \$37.80        |  |  |  |

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: box connectors

|                          |                                                            |               |               |                |  |  |  |
|--------------------------|------------------------------------------------------------|---------------|---------------|----------------|--|--|--|
| Line #: 16132 205 8830 M | Conduit, EMT, box connectors, compression, 1-1/4" diameter |               |               |                |  |  |  |
| Qty: 2.000               | Crew: ELEC                                                 | Unit: Ea      |               |                |  |  |  |
| Lab. Hr: 0.114           | Mat: \$13.48                                               | Labor: \$7.43 | Equip: \$0.00 | D/O: 70.000    |  |  |  |
| 0.228                    | \$26.95                                                    | \$14.86       | \$0.00        | Total: \$20.90 |  |  |  |
|                          |                                                            |               | \$0.00        | \$41.81        |  |  |  |

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: box connectors

|                          |                                                           |               |               |               |  |  |  |
|--------------------------|-----------------------------------------------------------|---------------|---------------|---------------|--|--|--|
| Line #: 16132 250 0300 M | Conduit fittings for RGS, standard, locknuts, 1" diameter |               |               |               |  |  |  |
| Qty: 5.000               | Crew:                                                     | Unit: Ea      |               |               |  |  |  |
| Lab. Hr: 0.000           | Mat: \$0.63                                               | Labor: \$0.00 | Equip: \$0.00 | D/O: 0.000    |  |  |  |
| 0.000                    | \$3.14                                                    | \$0.00        | \$0.00        | Total: \$0.63 |  |  |  |
|                          |                                                           |               | \$0.00        | \$3.14        |  |  |  |

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: box connectors

|                          |                                                                    |                |               |                |  |  |  |
|--------------------------|--------------------------------------------------------------------|----------------|---------------|----------------|--|--|--|
| Line #: 16132 250 1170 M | Conduit fittings for RGS, standard, bushings, plastic, 1" diameter |                |               |                |  |  |  |
| Qty: 10.000              | Crew: ELEC                                                         | Unit: Ea       |               |                |  |  |  |
| Lab. Hr: 0.286           | Mat: \$0.61                                                        | Labor: \$18.57 | Equip: \$0.00 | D/O: 28.000    |  |  |  |
| 2.860                    | \$6.05                                                             | \$185.71       | \$0.00        | Total: \$19.18 |  |  |  |
|                          |                                                                    |                | \$0.00        | \$191.76       |  |  |  |

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: bushing fittings

|                          |                                               |               |               |               |  |  |  |
|--------------------------|-----------------------------------------------|---------------|---------------|---------------|--|--|--|
| Line #: 16132 320 0250 M | Flexible metallic conduit, steel, 1" diameter |               |               |               |  |  |  |
| Qty: 25.000              | Crew: ELEC                                    | Unit: L.F.    |               |               |  |  |  |
| Lab. Hr: 0.080           | Mat: \$1.03                                   | Labor: \$5.20 | Equip: \$0.00 | D/O: 100.000  |  |  |  |
| 2.000                    | \$25.85                                       | \$130.00      | \$0.00        | Total: \$6.23 |  |  |  |
|                          |                                               |               | \$0.00        | \$155.85      |  |  |  |

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: equipment connections

|                          |                                               |               |               |               |  |  |  |
|--------------------------|-----------------------------------------------|---------------|---------------|---------------|--|--|--|
| Line #: 16132 320 0250 M | Flexible metallic conduit, steel, 1" diameter |               |               |               |  |  |  |
| Qty: 25.000              | Crew: ELEC                                    | Unit: L.F.    |               |               |  |  |  |
| Lab. Hr: 0.080           | Mat: \$1.03                                   | Labor: \$5.20 | Equip: \$0.00 | D/O: 100.000  |  |  |  |
| 2.000                    | \$25.85                                       | \$130.00      | \$0.00        | Total: \$6.23 |  |  |  |
|                          |                                               |               | \$0.00        | \$155.85      |  |  |  |

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: equipment connections



OCT.16.2006 1:33PM JAMAIL CONSTRUCTION

**HAR-HC SHERIFF'S FENCING**

NO. 072 P. 13

Report Date: October 16, 2006

Estimate Creation Date: October 12, 2006

|                          |                                                                  |                |               |        |  |                |             |
|--------------------------|------------------------------------------------------------------|----------------|---------------|--------|--|----------------|-------------|
| Line #: 16132 320 0450 M | Flexible metallic conduit, steel, connectors, plain, 1" diameter |                |               |        |  |                |             |
| Qty: 4.000               | Crew: ELEC                                                       | Unit: Ea.      |               |        |  |                | D/O: 50.000 |
| Lab. Hr: 0.160           | Mat.: \$4.95                                                     | Labor: \$10.40 | Equip: \$0.00 |        |  | Total: \$15.35 |             |
|                          | 0.640                                                            | \$19.80        | \$41.60       | \$0.00 |  | \$61.40        |             |

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: connectors

|                          |                                                                  |                |               |        |  |                |             |
|--------------------------|------------------------------------------------------------------|----------------|---------------|--------|--|----------------|-------------|
| Line #: 16132 320 0450 M | Flexible metallic conduit, steel, connectors, plain, 1" diameter |                |               |        |  |                |             |
| Qty: 4.000               | Crew: ELEC                                                       | Unit: Ea.      |               |        |  |                | D/O: 50.000 |
| Lab. Hr: 0.160           | Mat.: \$4.95                                                     | Labor: \$10.40 | Equip: \$0.00 |        |  | Total: \$15.35 |             |
|                          | 0.640                                                            | \$19.80        | \$41.60       | \$0.00 |  | \$61.40        |             |

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: connectors

|                          |                            |                |               |        |  |                |             |
|--------------------------|----------------------------|----------------|---------------|--------|--|----------------|-------------|
| Line #: 16136 600 0152 M | Steel outlet box 4" square |                |               |        |  |                |             |
| Qty: 6.000               | Crew: ELEC                 | Unit: Ea.      |               |        |  |                | D/O: 18.000 |
| Lab. Hr: 0.444           | Mat.: \$2.46               | Labor: \$28.89 | Equip: \$0.00 |        |  | Total: \$31.35 |             |
|                          | 2.664                      | \$14.78        | \$173.32      | \$0.00 |  | \$188.10       |             |

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: new j-box and control boxes

|                          |                                                                     |                |               |        |  |                |             |
|--------------------------|---------------------------------------------------------------------|----------------|---------------|--------|--|----------------|-------------|
| Line #: 16136 600 0370 M | Outlet boxes, pressed steel, square, 2-1/8" deep, 3/4" to 1-1/4" KO |                |               |        |  |                |             |
| Qty: 2.000               | Crew: ELEC                                                          | Unit: Ea.      |               |        |  |                | D/O: 20.000 |
| Lab. Hr: 0.400           | Mat.: \$6.88                                                        | Labor: \$26.00 | Equip: \$0.00 |        |  | Total: \$32.88 |             |
|                          | 0.800                                                               | \$13.75        | \$52.00       | \$0.00 |  | \$65.75        |             |

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: j-box

|                          |                                                    |               |               |        |  |                |             |
|--------------------------|----------------------------------------------------|---------------|---------------|--------|--|----------------|-------------|
| Line #: 16136 600 0450 M | Outlet boxes, pressed steel, square, covers, blank |               |               |        |  |                |             |
| Qty: 2.000               | Crew: ELEC                                         | Unit: Ea.     |               |        |  |                | D/O: 53.000 |
| Lab. Hr: 0.151           | Mat.: \$2.05                                       | Labor: \$9.81 | Equip: \$0.00 |        |  | Total: \$11.85 |             |
|                          | 0.302                                              | \$4.09        | \$19.62       | \$0.00 |  | \$23.71        |             |

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: j-box covers

|                          |                                                          |                |               |        |  |                |             |
|--------------------------|----------------------------------------------------------|----------------|---------------|--------|--|----------------|-------------|
| Line #: 16136 600 1430 M | Outlet boxes, cast, 1 gang, FD (2-11/16" deep), 3/4" hub |                |               |        |  |                |             |
| Qty: 4.000               | Crew: ELEC                                               | Unit: Ea.      |               |        |  |                | D/O: 12.000 |
| Lab. Hr: 0.667           | Mat.: \$19.58                                            | Labor: \$43.34 | Equip: \$0.00 |        |  | Total: \$62.92 |             |
|                          | 2.668                                                    | \$78.32        | \$173.34      | \$0.00 |  | \$251.66       |             |

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: wp j-box for operators

## HAR-HC SHERIFF'S FENCING

NO. 072

P.14

Report Date: October 16, 2006

Estimate Creation Date: October 12, 2006

|                             |                                                          |
|-----------------------------|----------------------------------------------------------|
| Line #: 16136 600 1430 M    | Outlet boxes, cast, 1 gang, FD (2-11/16" deep), 3/4" hub |
| Qty: 3.000                  | Crew: ELEC Unit: Ea.                                     |
| Lab. Hr: 0.667              | Mat.: \$19.58 Labor: \$43.34 Equip: \$0.00 D/O: 12.000   |
| 2.001                       | \$58.74 \$130.01 \$0.00 Total: \$62.92                   |
| % Mat: 100.00               | % Labor: 100.00 % Equip.: 100.00                         |
| Notes: wp j-box for cameras |                                                          |

|                                                  |                                                                            |
|--------------------------------------------------|----------------------------------------------------------------------------|
| Line #: 16440 700 0400 M                         | Panel board & load center ckt brkr, bolt-on, 10k AIC, 240V, 2 P, 15 to 50A |
| Qty: 4.000                                       | Crew: ELEC Unit: Ea.                                                       |
| Lab. Hr: 1.000                                   | Mat.: \$31.35 Labor: \$65.00 Equip: \$0.00 D/O: 8.000                      |
| 4.000                                            | \$125.40 \$260.00 \$0.00 Total: \$96.35                                    |
| % Mat: 100.00                                    | % Labor: 100.00 % Equip.: 100.00                                           |
| Notes: circuit breakers for gate motor operators |                                                                            |

|                          |                                                             |
|--------------------------|-------------------------------------------------------------|
| Line #: 16810 750 3620 M | Coax conn, 50 ohm impd qik disc, bnc jack, rg A/U #62 cable |
| Qty: 12.000              | Crew: ELEC Unit: Ea.                                        |
| Lab. Hr: 0.191           | Mat.: \$4.16 Labor: \$12.38 Equip: \$0.00 D/O: 42.000       |
| 2.292                    | \$49.90 \$148.59 \$0.00 Total: \$16.54                      |
| % Mat: 100.00            | % Labor: 100.00 % Equip.: 100.00                            |
| Notes: jacks connectors  |                                                             |

|                           |                                                                 |
|---------------------------|-----------------------------------------------------------------|
| Line #: 16810 750 3680 M  | Coax conn, 50 ohm impd qik disc, bnc pml jack, rg A/U #62 cable |
| Qty: 12.000               | Crew: ELEC Unit: Ea.                                            |
| Lab. Hr: 0.200            | Mat.: \$6.49 Labor: \$13.00 Equip: \$0.00 D/O: 40.000           |
| 2.400                     | \$77.88 \$156.00 \$0.00 Total: \$19.49                          |
| % Mat: 100.00             | % Labor: 100.00 % Equip.: 100.00                                |
| Notes: coaxial connectors |                                                                 |

|                                       |                                                                       |
|---------------------------------------|-----------------------------------------------------------------------|
| Line #: 16810 750 3970 M              | Special wires & fittings, coaxial cable, rg A/U 62, 93 ohm fire rated |
| Qty: 20.000                           | Crew: ELEC Unit: C.L.F.                                               |
| Lab. Hr: 1.000                        | Mat.: \$85.25 Labor: \$65.00 Equip: \$0.00 D/O: 8.000                 |
| 20.000                                | \$1,705.00 \$1,300.00 \$0.00 Total: \$150.25                          |
| % Mat: 100.00                         | % Labor: 100.00 % Equip.: 100.00                                      |
| Notes: coaxial cable for video camera |                                                                       |

|                                 |                                                                  |
|---------------------------------|------------------------------------------------------------------|
| Line #: 16850 600 2800 M        | TV sys, closed circ, indl qual, for weatherproof camera sta, add |
| Qty: 3.000                      | Crew: ELEC Unit: Ea.                                             |
| Lab. Hr: 6.154                  | Mat.: \$929.50 Labor: \$400.00 Equip: \$0.00 D/O: 1.300          |
| 18.462                          | \$2,788.50 \$1,199.99 \$0.00 Total: \$1,329.50                   |
| % Mat: 100.00                   | % Labor: 100.00 % Equip.: 100.00                                 |
| Notes: exterior mounted cameras |                                                                  |

OCT. 16. 2006 1:33PM JAMAIL CONSTRUCTION

**HAR-HC SHERIFF'S FENCING**

NO. 072 P. 15

Report Date: October 16, 2006

Estimate Creation Date: October 12, 2006

|                          |                                                                      |                 |               |                   |  |  |  |
|--------------------------|----------------------------------------------------------------------|-----------------|---------------|-------------------|--|--|--|
| Line #: 16850 600 3200 M | TV sy: closed circ, indl qual, for zoom lens - remote cont, add, min |                 |               |                   |  |  |  |
| Qty: 3.000               | Crew: SLEC                                                           | Unit: Ea        |               |                   |  |  |  |
| Lab. Hr: 4.000           | Mat: \$2,227.50                                                      | Labor: \$260.00 | Equip: \$0.00 | D/O: 2.000        |  |  |  |
| 12.000                   | \$6,682.50                                                           | \$780.00        | \$0.00        | Total: \$2,487.50 |  |  |  |
|                          |                                                                      |                 |               | \$7,462.50        |  |  |  |

% Mat: 100.00 % Labor: 100.00 % Equip: 100.00

Notes: zoom lens w/remote control

**Electrical**

Mat: \$14,713.08

Labor: \$14,343.08

Equip: \$0.00

Labor Hrs: 220,870

Division Total: \$29,056.16

**HAR-HC SHERIFF'S FENCING**

NO. 072 P. 16

Report Date: October 16, 2006

Estimate Creation Date: October 12, 2006

Burdened Subtotal : \$109,419.06

**Job Totals:**

| ManHours | Material    | Labor       | Equipment  | SubContr. | Total        |
|----------|-------------|-------------|------------|-----------|--------------|
| 745.770  | \$55,716.24 | \$46,562.82 | \$7,140.00 | \$0.00    | \$109,419.06 |

Sales Tax : 0.00 %  
 Material Markup : 0.00 %  
 Labor Markup : 0.00 %  
 Equipment Markup : 0.00 %  
 SubContract Markup : 0.00 %

**Sub Total :**

P&P Bond : 4.50 %  
 Permit & Fees : 1.00 %

**Sub Total :**

Coefficient : 0.7520

\$109,419.06

\$4,923.86

\$1,094.19

\$115,437.11

\$28,628.40

\$86,808.71

-\$16,320.04

City Cost Index : McAllen -3rd Qtr CCI, UU  
 Calculation Method : Average (81.20 %)

**Job Totals:**

Total Sq. Footage : 300.00  
 Cost Per Square Foot : \$ 234.96

\$70,488.67

JAMAIL CONSTRUCTION

FACSIMILE TRANSMITTAL SHEET

TO: LT. RICHARD OZUNA FROM: MANNY ORNELAS  
COMPANY: H.D. CITY SHERIFFS DEPT. DATE: 10/4/06  
FAX NUMBER: (956) 393-6179 TOTAL NO. OF PAGES INCLUDING COVER: 6  
PHONE NUMBER: 393-6021 OFFICE NUMBER: 956-425-4160 / 650-0644  
RE: SIDEWALK PROPOSAL FAX NUMBER: 956-425-4435

☐ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE RECYCLE

NOTES/COMMENTS:



October 4, 2006

Lt. Richard Ozuna  
Hidalgo County Sheriff's Dept.  
711 Cibola Rd.  
Edinburg, TX 78539

CORPORATE  
8875 Diana Lane  
Houston, TX 77058  
81.481.7076 ph  
81.481.7280 fax

HOUSTON  
28 McCarty  
Bldg. #1724  
Houston, TX 77029  
15.842.1555 ph  
15.674.0814 fax

SALVESTON  
1710 Stewart Road  
Suite 101  
Salveston, TX 77551  
09.741.8365 ph  
09.741.9495 fax

JUSTIN  
1888 Research Blvd.  
Suite 102  
Justin, TX 78758  
112.288.1200 ph  
112.371.7949 fax

DALLAS/FORT WORTH  
430 Regal Row  
Suite 320  
Dallas, Texas 75247-3600  
114.879.1990 ph  
114.878.1998 fax

IRVING  
401 W. Elmer Road  
Suite 11  
Irving, TX 76042  
54.528.7538 ph  
54.528.0729 fax

THE GRANDE VALLEY  
102 E. Expressway 88  
Suite G  
Vestaco, TX 78586  
58.447.8282 ph  
58.447.8208 fax

SAN ANTONIO  
21 Interpark  
Suite 701  
San Antonio, TX 78216  
10.615.1302 ph  
10.615.1304 fax

### Reference: Proposal for New Concrete Sidewalk

Dear, Lt. Ozuna,

The following offer reflects work to be considered under the "Buyboard" method of procuring construction services. All work shall be performed as per the scope of work provided by the Sheriff's Department and site visits..

All work shall be consistent with local industry standards and all Code requirements. The work shall bear the standard guarantees effective the date of substantial completion.

### Scope of Work:

Excavation, setting of concrete formwork, placement of reinforcement, placement and finishing of concrete sidewalk. Removal of forms backfilling along concrete sidewalk edge, grading and general clean up. Approximate size of sidewalk is six foot wide by fifty foot long (6'X50').

### Exclusions:

Any work not specifically mentioned in the scope of work or proposal spreadsheet.

### Cost Breakdown

|                                            |                  |
|--------------------------------------------|------------------|
| Estimated Cost.....                        | \$3,280.26       |
| Less Contractor's Coefficient (24.8%)..... | <\$813.50>       |
| Less City Cost Code Index (18.8%).....     | <\$483.75>       |
| <b>TOTAL COST.....</b>                     | <b>\$2003.01</b> |

If you have any questions pertaining to this proposal please do not hesitate to call me at 9560425-4160 or 956-450-0644.

Thank you for considering JAMAIL CONSTRUCTION and the BUYBOARD.

Sincerely,

*Kent Van Eman*

Kent Van Eman  
Regional Project Manager  
JAMAIL CONSTRUCTION

OCT. 4.2006 4:53PM JAMAIL CONSTRUCTION

NO. 576 P. 3/6

**HAR-HIDALGO COUNTY SHERIFF'S FENCING - REV 1**

Report Date: October 04, 2006

Estimate Creation Date: October 04, 2006

Author: EFRAIN A. RUIZ

Descr: Security fence, gates, sidewalk, cameras

Notes: McAllen CCI-81.2%

McAllen BB roof std hours 75.2

P&amp;P Bond 4.5%

Permit &amp; Fees 1%

Division: 02000000

Site Construction

|                          |                                                           |                |               |                |  |  |  |
|--------------------------|-----------------------------------------------------------|----------------|---------------|----------------|--|--|--|
| Line #: 02315 462 0015 M | Excavating, structural, hand, pits to 6' deep, sandy soil |                |               |                |  |  |  |
| Qty: 15.000              | Crew: CLAB                                                | Unit: B.C.Y.   | D/O: 8,000    |                |  |  |  |
| Lab. Hr: 1.000           | Mat: \$0.00                                               | Labor: \$45.65 | Equip: \$0.00 | Total: \$45.65 |  |  |  |
| 15.000                   | \$0.00                                                    | \$684.75       | \$0.00        | \$684.75       |  |  |  |

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: excavating for sidewalk

|                          |                                                                        |               |               |                |  |  |  |
|--------------------------|------------------------------------------------------------------------|---------------|---------------|----------------|--|--|--|
| Line #: 02315 490 1130 M | Hauling, L.C.Y. no loading, 16.5 c.y dump trailer, 20 mi RT, .4 lds/hr |               |               |                |  |  |  |
| Qty: 15.000              | Crew: B34C                                                             | Unit: L.C.Y.  | D/O: 54,000   |                |  |  |  |
| Lab. Hr: 0.148           | Mat: \$0.00                                                            | Labor: \$6.83 | Equip: \$8.25 | Total: \$15.08 |  |  |  |
| 2.220                    | \$0.00                                                                 | \$102.52      | \$123.75      | \$226.27       |  |  |  |

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: haul-off over excavation

|                          |                                                               |               |                |               |  |  |  |
|--------------------------|---------------------------------------------------------------|---------------|----------------|---------------|--|--|--|
| Line #: 02775 275 0130 M | Sidewalks, bedding for brick or stone, mortar, sand, 2" thick |               |                |               |  |  |  |
| Qty: 300.000             | Crew: B18                                                     | Unit: S.F.    | D/O: 8,000,000 |               |  |  |  |
| Lab. Hr: 0.003           | Mat: \$0.18                                                   | Labor: \$0.14 | Equip: \$0.00  | Total: \$0.32 |  |  |  |
| 0.900                    | \$52.80                                                       | \$41.85       | \$0.00         | \$94.65       |  |  |  |

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: sand bedding for sidewalk, 2" thick

|                          |                                                                      |               |               |               |  |  |  |
|--------------------------|----------------------------------------------------------------------|---------------|---------------|---------------|--|--|--|
| Line #: 02775 275 0310 M | Sidewalks, conc, 3000 PSI, CIP w/ 6x6 mesh, broom fin, no base, 4" T |               |               |               |  |  |  |
| Qty: 300.000             | Crew: B24                                                            | Unit: S.F.    | D/O: 600,000  |               |  |  |  |
| Lab. Hr: 0.040           | Mat: \$1.60                                                          | Labor: \$2.11 | Equip: \$0.00 | Total: \$3.71 |  |  |  |
| 12.000                   | \$478.50                                                             | \$634.20      | \$0.00        | \$1,112.70    |  |  |  |

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Site Construction

Mat: \$531.30

Labor: \$1,463.32

Equip: \$123.75

Labor Hrs: 30.120

Division Total: \$2,118.37

Division: 03000000

Concrete

OCT. 4. 2006 4:53PM JAMAIL CONSTRUCTION

NO. 576 P. 4/6

# HAR-HIDALGO COUNTY SHERIFF'S FENCING - REV 1

Report Date: October 04, 2006

Estimate Creation Date: October 04, 2006

Line #: 03060 100 0700 M Concrete admixtures/additives, curing compound, 400 SF/gal, 55 gal lot

|          |       |       |         |        |        |        |        |        |         |
|----------|-------|-------|---------|--------|--------|--------|--------|--------|---------|
| Qty:     | 1.000 | Crew: |         | Unit:  | Gal.   |        |        |        |         |
| Lab. Hr: | 0.000 | Mat:  | \$13.59 | Labor: | \$0.00 | Equip: | \$0.00 | D/O:   | 0.000   |
|          | 0.000 |       | \$19.59 |        | \$0.00 |        | \$0.00 | Total: | \$13.59 |

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Line #: 03060 100 1570 M Concrete admixtures/additives, release agent, for forms, avg

|          |       |       |        |        |        |        |        |        |        |
|----------|-------|-------|--------|--------|--------|--------|--------|--------|--------|
| Qty:     | 1.000 | Crew: |        | Unit:  | Gal.   |        |        |        |        |
| Lab. Hr: | 0.000 | Mat:  | \$6.22 | Labor: | \$0.00 | Equip: | \$0.00 | D/O:   | 0.000  |
|          | 0.000 |       | \$6.22 |        | \$0.00 |        | \$0.00 | Total: | \$6.22 |

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Line #: 03110 445 3000 M Forms in place, SOG, edge forms, to 6" high, wood, 4 use

|          |         |       |         |        |          |        |        |        |         |
|----------|---------|-------|---------|--------|----------|--------|--------|--------|---------|
| Qty:     | 100.000 | Crew: | C1      | Unit:  | L.F.     |        |        |        |         |
| Lab. Hr: | 0.053   | Mat:  | \$0.32  | Labor: | \$2.96   | Equip: | \$0.00 | D/O:   | 600.000 |
|          | 5.300   |       | \$31.90 |        | \$296.08 |        | \$0.00 | Total: | \$3.28  |

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: edge forms

Line #: 03110 445 3000 M Forms in place, SOG, edge forms, to 6" high, wood, 4 use

|          |         |       |          |        |          |        |        |        |         |
|----------|---------|-------|----------|--------|----------|--------|--------|--------|---------|
| Qty:     | 100.000 | Crew: | C1       | Unit:  | L.F.     |        |        |        |         |
| Lab. Hr: | 0.053   | Mat:  | \$0.00 * | Labor: | \$2.96   | Equip: | \$0.00 | D/O:   | 600.000 |
|          | 5.300   |       | \$0.00   |        | \$296.08 |        | \$0.00 | Total: | \$2.96  |

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: labor only to remove forms

Line #: 03150 250 0020 M Expansion joint, keyed cold joint, 24 ga, incl stakes, 3.5" high

|          |        |       |         |        |         |        |        |        |         |
|----------|--------|-------|---------|--------|---------|--------|--------|--------|---------|
| Qty:     | 16.000 | Crew: | CARP    | Unit:  | L.F.    |        |        |        |         |
| Lab. Hr: | 0.040  | Mat:  | \$0.76  | Labor: | \$2.55  | Equip: | \$0.00 | D/O:   | 200.000 |
|          | 0.640  |       | \$12.14 |        | \$37.60 |        | \$0.00 | Total: | \$3.11  |

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: in lieu of cap on expansion joint

Line #: 03150 250 2000 M Expansion joint, premolded, bituminous fiber, 1/2" x 6"

|          |        |       |        |        |         |        |        |        |         |
|----------|--------|-------|--------|--------|---------|--------|--------|--------|---------|
| Qty:     | 18.000 | Crew: | CARP   | Unit:  | L.F.    |        |        |        |         |
| Lab. Hr: | 0.021  | Mat:  | \$0.41 | Labor: | \$1.25  | Equip: | \$0.00 | D/O:   | 375.000 |
|          | 0.378  |       | \$7.33 |        | \$22.52 |        | \$0.00 | Total: | \$1.66  |

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: change as per Manny



OCT. 4. 2006 4:53PM JAMAIL CONSTRUCTION

NO. 576 P. 5/6

**HAR-HIDALGO COUNTY SHERIFF'S FENCING - REV 1**

Report Date: October 04, 2006

Estimate Creation Date: October 04, 2006

Line #: 03210 100 1500 M Accessories, bar chair (BC) for up to 1-3/4" high, plain  
 Qty: 1.000 Crew: Unit: C  
 Lab. Hr: 0.000 Mat: \$48.40 Labor: \$0.00 Equip: \$0.00 D/O: 0.000  
 0.000 \$48.40 Labor: \$0.00 Equip: \$0.00 Total: \$48.40  
 % Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: WWM support

Line #: 03210 600 0102 M Reinforcing in place, A615 Gr 60, beams and girders, # 3 to #7  
 Qty: 67.000 Crew: RODM Unit: Lb.  
 Lab. Hr: 0.010 Mat: \$0.48 Labor: \$0.68 Equip: \$0.00 D/O: 3,200.000  
 0.670 \$32.43 Labor: \$45.69 Equip: \$0.00 Total: \$1.17  
 % Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: #4 rebar along each side of walk

Line #: 03210 600 2500 M Reinforcing in place, dowels, smooth, 12" long, 1/4" or 3/8" dia  
 Qty: 12.000 Crew: RODM Unit: Ea.  
 Lab. Hr: 0.114 Mat: \$0.79 Labor: \$7.78 Equip: \$0.00 D/O: 140.000  
 1.368 \$9.50 Labor: \$93.41 Equip: \$0.00 Total: \$8.58  
 % Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: dowels to existing, dowels at expansion joint  
chnage as per Manny**Concrete**

Mat.: \$161.50 Labor: \$791.38 Equip: \$0.00 Labor Hrs: 13.656  
 Division Total: \$952.89

**Division: 05000000****Metals**

Line #: 05090 340 0300 M Drilling, layout, no anchor, 4" deep, 1/2" dia, conc/brick walls/floor  
 Qty: 4.000 Crew: CARP Unit: Ea.  
 Lab. Hr: 0.160 Mat: \$0.10 Labor: \$9.40 Equip: \$0.00 D/O: 50.000  
 0.640 \$0.40 Labor: \$37.60 Equip: \$0.00 Total: \$9.50  
 % Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: drilling for dowels to existing  
chnage as per Manny**Metals**

Mat.: \$0.40 Labor: \$37.60 Equip: \$0.00 Labor Hrs: 0.640  
 Division Total: \$38.00

OCT. 4.2006 4:53PM JAMAIL CONSTRUCTION

NO. 576 P. 6/6

# HAR-HIDALGO COUNTY SHERIFF'S FENCING - REV 1

Report Date: October 04, 2006

Estimate Creation Date: October 04, 2006

Burdened Subtotal : \$3,109.25

## Job Totals:

| ManHours | Material | Labor      | Equipment | SubContr. | Total      |
|----------|----------|------------|-----------|-----------|------------|
| 44.420   | \$693.20 | \$2,292.31 | \$123.75  | \$0.00    | \$3,109.25 |

Sales Tax : 0.00 %  
 Material Markup : 0.00 %  
 Labor Markup : 0.00 %  
 Equipment Markup : 0.00 %  
 SubContract Markup : 0.00 %

0.00

0.00

\$0.00

\$0.00

Sub Total :

\$3,109.25

P&amp;P Bond : 4.50 %

Permit &amp; Fees : 1.00 %

\$139.92

Sub Total :

\$31.09

Coefficient : 0.7520

\$3,280.26

\$813.50

\$2,466.76

City Cost Index : McAllen -3rd Qtr CCI, UU  
 Calculation Method : Average (81.20 %)

-\$463.75

## Job Totals:

|                      |         |            |
|----------------------|---------|------------|
| Total Sq. Footage    | 300.00  |            |
| Cost Per Square Foot | \$ 6.68 | \$2,003.01 |

AI-1015

18.H.3.

**Approval of request for payment Application No. 02 from Spacemaker Construction  
CC REGULAR**

**Date:** 11/07/2006

**Submitted By:** Juan Tapia, PURCHASING DEPT.

**Submitted For:** Marty Salazar

**Department:** PURCHASING DEPT.

**Agenda Area:** Purchasing Department

**Purchasing only:** Sheriff's Office

---

**Agenda Item**

**CAPTION**

Approval of request for payment Application No. 02 in the amount of \$ 52,820.00 submitted by Spacemaker Construction contracted vendor for "**Construction of a Sally Port and Backup Power**" under contract No. C-06-089-07-25 PO No. 571345 and as certified for payment by project architect,Alcocer Garcia Associates DC (AGADC)

**BACKGROUND**

Spacemaker Construction Payment Application No. 02

---

**Revenue & Expenditures**

**FISCAL YEAR:** 2006

**ACCT. #:** 6-1334-423-00-220-015-0-452

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

PO# 571345 balance \$554,000.00 as of 11-2-06

---

**Attachments**

Link: [Approval of request for payment Application No. 02 from Spacemaker](#)

Confidential documents are indicated with a **(c)**.

---

**Form Routing/Status**

| Route Seq | Inbox                 | Approved By      | Date                | Status |
|-----------|-----------------------|------------------|---------------------|--------|
| 1         | Purchasing Department | Marty Salazar    | 11/01/2006 04:24 PM | APRV   |
| 2         | Budget & Management   | Dina Trevino     | 11/01/2006 05:10 PM | APRV   |
| 3         | Mario Betancourt      | Mario Betancourt | 11/02/2006 08:44 AM | APRV   |
| 4         | Auditor's Office      | Linda Fong       | 11/03/2006 09:49 AM | APRV   |
| 5         | Arcy Duran            | Arcilia Duran    | 11/03/2006 05:10 PM | APRV   |
| 6         | Elizabeth Cano        | Elizabeth Cano   | 11/03/2006 04:17 PM | NEW    |
| 7         | Becky Morales         |                  |                     |        |
| 8         | Agenda Coordinator    |                  |                     |        |

**Form Started By:** Juan Tapia

**Started On:** 11/01/2006 03:24 PM

**Final Approval Date:**

---

# APPLICATION AND CERTIFICATE FOR PAYMENT

SUBMITTED TO: Hidalgo County Purchasing

Hidalgo Administration Building  
Edinburg, TX. 78539

PROJECT: Sally Port & Backup Power

PO# 571345 contract#060890725

PAGE ONE OF 2

SUBMITTED FROM: Spacemaker Construction

7830 East Canton Road  
Edinburg, TX 78539

ARCHITECT: Alcocer Garcia Associates Design

1335 East Jasmine Avenue  
McAllen, TX. 78501

CONTRACT FOR: General Construction

APPLICATION NO: 02

PERIOD TO: 10/31/06

PROJECT NO: 0608

ARCH PROJ NO:

CONTRACT DATE: 6/20/06

APPLICATION DATE: 10/31/06

INVOICE NO: 02

Distribution To:

OWNER

ARCHITECT

CONTRACTOR

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheets are attached to substantiate this application.

ORIGINAL CONTRACT SUM..... \$ 575,000.00

NET CHANGE BY CHANGE ORDERS ..... \$

CONTRACT SUM TO DATE ..... \$ 575,000.00

TOTAL COMPLETED AND STORED TO DATE ..... \$ 76,600.00

RETAINAGE:

.05 % OF COMPLETED WORK \$ 3,830.00

.05 % OF STORED MATERIAL \$ 0.00

TOTAL RETAINAGE ..... \$ 3,830.00

TOTAL EARNED LESS RETAINAGE ..... \$ 72,770.00

LESS OWNER DIRECT PAYMENT BY PURCHASE ORDER ..... \$ 0.00

LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... \$ 19,950.00

CURRENT PAYMENT DUE ..... \$ 52,820.00

BALANCE TO FINISH INCLUDING RETAINAGE ..... \$ 502,230.00

(See Attached Pages for Original Contract and Change Order Breakdown.)

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

CONTRACTOR: Spacemaker Construction

By: *Ronald D. Pelsch*

Ronald D. Pelsch

Date: October 31, 2006

State of: Texas

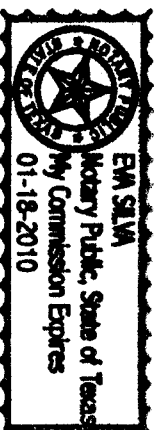
County of: Hidalgo

Subscribed and sworn to before

me this October 31, 2006

NOTARY PUBLIC: *Luca Silva*

My Commission Expires: 1-18-2010



## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the observations and the data comprising this application, the Architect certifies that the Work has been completed in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

\$ 52,820.00

(Attach explanation if amount differs from the amount applied for. Initial all figures on this application and on the Continuation Sheets must be changed to conform to the amount certified.)

ARCHITECT:

Alcocer Garcia Associates Design Consult.

By: *Luca Silva*

Date: 11-1-06

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

# APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE 1 OF 2

|                                                                                                   |                                                                                               |                               |                                                        |
|---------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|-------------------------------|--------------------------------------------------------|
| SUBMITTED TO: Hidalgo County Purchasing<br>Hidalgo Administration Building<br>Edinburg, TX. 78539 | PROJECT: Sally Port & Backup Power<br>PO# 571345 contract#060890725                           | APPLICATION NO: 02            | DISTRIBUTION TO:<br>OWNER<br>X ARCHITECT<br>CONTRACTOR |
| SUBMITTED FROM: Spacemaker Construction<br>7830 East Canton Road<br>Edinburg, TX 78539            | ARCHITECT: Alcocer Garcia Associates Design<br>1335 East Jasmine Avenue<br>McAllen, TX. 78501 | APPLICATION DATE: 10/31/06    | PERIOD TO: 10/31/06                                    |
| CONTRACT FOR: General Construction                                                                | ARCH PROJ NO:                                                                                 | PROJECT NO: 0608              | CONTRACT DATE: 6/20/06                                 |
|                                                                                                   |                                                                                               | CONTRACT SUM TO DATE: 6/20/06 | INVOICE NO: 02                                         |

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

## WAIVER & RELEASE OF LIEN

Whereas the undersigned Contractor has provided labor, services, materials, or equipment for the above project, under an agreement with the Owner.

The Undersigned does hereby waive and release all bond claims, liens, claims, or right of claim, TOTAL RETAINAGE ..... \$ 3,830.00 or right of lien, statutory or otherwise, against the property, project, Owner, or any other person or entity who is or may be claimed to be liable, or any sureties, for labor, services, materials, or equipment, as provided by the Undersigned, to the extent of payment received, as indicated herein, together with any previous payment(s) already received but excluding any retainage or any labor, services, materials, or equipment provided after the application period date stated above. The undersigned agrees that in exchange for receipt of the above amount for labor, services, materials, or equipment as described herein, he does hereby grant this release unconditionally.

The person signing below does hereby certify that he/she is fully authorized and empowered to execute this instrument and to bind the Undersigned hereto, and does in fact so execute this instrument.

Spacemaker Construction

Signed: 

Name, Title: Ronald D. Petsch

Dated: October 31, 2006

|                                                    |               |
|----------------------------------------------------|---------------|
| ORIGINAL CONTRACT SUM .....                        | \$ 575,000.00 |
| NET CHANGE BY CHANGE ORDERS (See Attached CO List) | \$            |
| CONTRACT SUM TO DATE .....                         | \$ 575,000.00 |
| TOTAL COMPLETED AND STORED TO DATE .....           | \$ 76,600.00  |
| RETAINAGE:                                         |               |
| .05 % OF COMPLETED WORK \$                         | 3,830.00      |
| .05 % OF STORED MATERIAL \$                        | 0.00          |

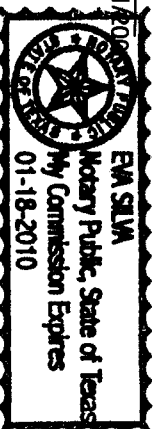
|                                              |               |
|----------------------------------------------|---------------|
| TOTAL EARNED LESS RETAINAGE .....            | \$ 72,770.00  |
| LESS OWNER DIRECT PAYMENT BY PURCHASE ORDER  | \$ 0.00       |
| LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... | \$ 19,950.00  |
| CURRENT PAYMENT DUE .....                    | \$ 52,820.00  |
| BALANCE TO FINISH INCLUDING RETAINAGE .....  | \$ 502,230.00 |
| State of: Texas                              |               |

County of: Hidalgo  
Subscribed and sworn to before me this: 10/31/2006

NOTARY PUBLIC:

Signed: 

My Commission Expires: 1-18-2010



# ORIGINAL CONTRACT PAGE 2.1

SUBMITTED FROM: Spacemaker Construction

7830 East Canton Road

Edinburg, TX 78539

CONTRACT FOR: General Construction

PROJECT: Sally Port & Backup Power

PO# 571345 contract#060890725

CONTRACTOR'S PROJECT NO: 0608

ARCHITECT'S PROJECT NO:

PAGE NO: 2.1 OF: 2

APPLICATION NUMBER: 02

APPLICATION DATE: 10/31/06

PERIOD FROM: 9/1/06 TO: 10/31/06

| A<br>ITEM<br>NO.         | B<br>DESCRIPTION OF WORK        | C<br>SCHEDULED<br>VALUE | D<br>PREVIOUS<br>APPLICATIONS | E<br>WORK COMPLETED<br>THIS APPLICATION |  | F<br>STORED<br>MATERIALS | G<br>TOTAL COMPLETE<br>AND STORED<br>TO DATE<br>(D+E+F) | %<br>G/C | H<br>BALANCE<br>TO FINISH<br>(C-G) | I<br>RETAINAGE |
|--------------------------|---------------------------------|-------------------------|-------------------------------|-----------------------------------------|--|--------------------------|---------------------------------------------------------|----------|------------------------------------|----------------|
|                          |                                 |                         |                               | WORK IN PLACE                           |  |                          |                                                         |          |                                    |                |
|                          |                                 |                         |                               |                                         |  |                          |                                                         |          |                                    |                |
| 01                       | 01.0 - General Conditions       | 38,500.00               | 1,500.00                      | 3,600.00                                |  | 0.00                     | 5,100.00                                                | 13%      | 33,400.00                          | 255.00         |
| 02                       | 01.1 - Insurance bonds & permit | 14,500.00               | 14,500.00                     |                                         |  |                          | 14,500.00                                               | 100%     | 0.00                               | 725.00         |
| 03                       | 01.2 - Mobilization             | 5,000.00                | 5,000.00                      |                                         |  |                          | 5,000.00                                                | 100%     | 0.00                               | 250.00         |
| 04                       | 02.0 - Earthwork / demo         | 10,000.00               |                               | 2,000.00                                |  |                          | 2,000.00                                                | 20%      | 8,000.00                           | 100.00         |
| 05                       | 02.1 - Concrete footings        | 18,000.00               |                               | 15,000.00                               |  |                          | 15,000.00                                               | 83%      | 3,000.00                           | 750.00         |
| 06                       | 03.0 - Concrete flatwork /      | 20,000.00               |                               |                                         |  |                          |                                                         | 0%       | 20,000.00                          | 0.00           |
| 07                       | 04.0 - Masonry                  | 18,000.00               |                               | 9,000.00                                |  |                          | 9,000.00                                                | 50%      | 9,000.00                           | 450.00         |
| 08                       | 04.0 - Granite allowance        | 18,000.00               |                               |                                         |  |                          |                                                         | 0%       | 18,000.00                          | 0.00           |
| 09                       | 05.0 - Steel canopy             | 19,000.00               |                               |                                         |  |                          |                                                         | 0%       | 19,000.00                          | 0.00           |
| 10                       | 06.0 - Rough Carpentry          | 3,000.00                |                               |                                         |  |                          |                                                         | 0%       | 3,000.00                           | 0.00           |
| 11                       | 07.1 - Lath / Plaster           | 17,000.00               |                               |                                         |  |                          |                                                         | 0%       | 17,000.00                          | 0.00           |
| 12                       | 09.5 - Painting                 | 10,000.00               |                               |                                         |  |                          |                                                         | 0%       | 10,000.00                          | 0.00           |
| 13                       | 10.0 - Specialties              | 3,000.00                |                               |                                         |  |                          |                                                         | 0%       | 3,000.00                           | 0.00           |
| 14                       | 11.0 - Security Gate materials  | 195,000.00              |                               |                                         |  |                          |                                                         | 0%       | 195,000.00                         | 0.00           |
| 15                       | 11.1 - Security Gate labor      | 100,000.00              |                               |                                         |  |                          |                                                         | 0%       | 100,000.00                         | 0.00           |
| 16                       | 16.0 - Electrical               | 65,000.00               |                               | 26,000.00                               |  |                          | 26,000.00                                               | 40%      | 39,000.00                          | 1,300.00       |
| 17                       | Betterment allowance            | 8,000.00                |                               |                                         |  |                          |                                                         | 0%       | 8,000.00                           | 0.00           |
| 18                       | Electrical allowance            | 8,000.00                |                               |                                         |  |                          |                                                         | 0%       | 8,000.00                           | 0.00           |
| 19                       | Site utility allowance          | 5,000.00                |                               |                                         |  |                          |                                                         | 0%       | 5,000.00                           | 0.00           |
| Contract Page 2.1 Totals |                                 | \$575,000.00            | \$21,000.00                   | \$55,600.00                             |  | \$0.00                   | \$76,600.00                                             | 13%      | \$498,400.00                       | \$3,830.00     |

Description

Early Early  
Start Finish

SEP

OCT

2006

NOV

DEC

2007  
JAN

FEB

| Mobilization                     | 09/04/06 | 09/23/06 |  |
|----------------------------------|----------|----------|--|
| Install fencing                  | 09/04/06 | 09/15/06 |  |
| Office trailer                   | 09/14/06 | 09/15/06 |  |
| Temporary services               | 09/23/06 | 09/29/06 |  |
| Demolition                       | 09/14/06 | 10/20/06 |  |
| Sidewalk                         | 09/14/06 | 09/16/06 |  |
| Street curbs                     | 10/09/06 | 10/20/06 |  |
| Site work                        | 09/26/06 | 11/24/06 |  |
| excavate footings                | 09/26/06 | 10/27/06 |  |
| Paving subgrade prep             | 11/01/06 | 11/10/06 |  |
| Paving grading                   | 11/06/06 | 11/24/06 |  |
| Concrete                         | 10/03/06 | 12/22/06 |  |
| Footings for masonry             | 10/03/06 | 10/27/06 |  |
| Flatwork                         | 11/20/06 | 11/30/06 |  |
| Curb & Gutter                    | 11/20/06 | 11/30/06 |  |
| Paving                           | 12/04/06 | 12/22/06 |  |
| Masonry                          | 10/30/06 | 11/15/06 |  |
| CMU Walls                        | 10/30/06 | 11/15/06 |  |
| Steel                            | 10/31/06 | 10/31/06 |  |
| Canopy structure                 | 11/27/06 | 12/08/06 |  |
| Fencing railings                 | 12/11/06 | 12/22/06 |  |
| Carpentry                        | 10/31/06 | 10/31/06 |  |
| parapet nailer                   | 11/16/06 | 11/17/06 |  |
| Granite                          | 10/31/06 | 10/31/06 |  |
| Delivery                         | 11/16/06 | 11/17/06 |  |
| Cutting polishing & installation | 11/20/06 | 11/24/06 |  |
| Plaster                          | 10/31/06 | 10/31/06 |  |
| Exterior walls                   | 11/20/06 | 12/08/06 |  |
| Security Gates                   | 10/31/06 | 10/31/06 |  |
| Installation                     | 11/20/06 | 01/12/07 |  |
| Security A & V                   | 10/31/06 | 10/31/06 |  |
| Installation                     | 12/18/06 | 02/02/07 |  |
| Plaque & Letters                 | 12/11/06 | 12/16/06 |  |
| Electrical                       | 09/26/06 | 01/12/07 |  |
| Underground & above conduit      | 09/25/06 | 10/31/06 |  |
| Fixtures & gear                  | 11/01/06 | 12/29/06 |  |
| Start up                         | 01/01/07 | 01/12/07 |  |
| Generator installation           | 12/26/06 | 12/29/06 |  |

## SPACEMAKER CONSTRUCTION

Hidalgo County Courthouse Sallyport

Start date 09/04/06 4:00PM  
 Finish date 10/31/06 3:59PM  
 Data date 10/31/06 4:00PM  
 Run date 10/30/06 9:00PM  
 Page number 1A

© Primavera Systems, Inc.

- Early bar
- Progress bar
- Critical bar
- Summary bar
- Progress point
- Critical point
- Start milestone point
- Finish milestone point

AI-950

18.I.1.

**"Medical Services"**

**CC REGULAR**

**Date:** 11/07/2006

**Submitted By:** Veronica Gutierrez, PURCHASING DEPT.

**Submitted For:** Marty Salazar

**Department:** PURCHASING DEPT.

**Agenda Area:** Purchasing Department

**Purchasing only:** Adult Probation

---

**Agenda Item**

**CAPTION**

Presentation for consideration, discussion, acceptance and approval/ratification of the negotiated contract with Dr. Marin Garza for "Medical Services" for Hidalgo County Community Supervision & Corrections Department.

**BACKGROUND**

Contract is effective from November 01, 2006 through August 31, 2008

---

**Revenue & Expenditures**

**FISCAL YEAR:** 2006

**ACCT. #:** 6-1297-423-00-320-008-7-331

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

available balance as of 11/1/2006 -> 40,683.00

---

**Attachments**

Link: [Dr. Marin Garza's Contract](#)

Confidential documents are indicated with a **(c)**.

---

**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Purchasing Department | Marty Salazar  | 11/01/2006 02:57 PM | APRV   |
| 2         | Budget & Management   | Dina Trevino   | 11/01/2006 03:17 PM | APRV   |
| 3         | Dale Kennan           | Dale Kennan    | 11/01/2006 03:50 PM | APRV   |
| 4         | Auditor's Office      | Linda Fong     | 11/02/2006 04:04 PM | APRV   |
| 5         | Mike Escaname         | Mike Escaname  | 11/03/2006 11:54 AM | APRV   |
| 6         | Linda Fong            | Linda Fong     | 11/03/2006 01:40 PM | APRV   |
| 7         | Agenda Coordinator    | Monica Badillo | 11/03/2006 04:01 PM | APRV   |

**Form Started By:** Veronica Gutierrez

**Started On:** 10/30/2006 01:11 PM

**Final Approval Date:** 11/03/2006

---



**SERVICES  
OPERATIONS AGREEMENT  
FOR  
HIDALGO COUNTY COMMUNITY SUPERVISION AND  
CORRECTIONS DEPARTMENT**

This Operations Agreement (the "AGREEMENT") is made and entered into by and between  
Hidalgo County Community Supervision and Corrections Department's Boot Camp  
("DEPARTMENT"), a political entity of the Judicial District  
and

\_\_\_\_\_ Dr. Marin Garza \_\_\_\_\_ ("VENDOR")

\_\_\_\_\_ P.O. Box 180 \_\_\_\_\_ Address

\_\_\_\_\_ Linn, Texas 78563 \_\_\_\_\_ City, State, Zip

as of the 1st day of November, 2006.

**WITNESSETH:**

NOW, THEREFORE, for and in consideration of the foregoing, the mutual benefits contemplated hereby and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**APPOINTMENT OF VENDOR: TERM**

Appointment of VENDOR. In accordance with the terms and conditions set forth herein, and in consideration of the Payments hereinafter provided, VENDOR is hereby appointed to provide to DEPARTMENT, and VENDOR hereby agrees to furnish to DEPARTMENT, the Services provided for herein.

Term. This AGREEMENT is effective on the date set forth in the initial paragraph hereof and shall continue until **August 31, 2008**, unless it is terminated earlier pursuant to the provisions hereof, provided, however, that DEPARTMENT shall have the option to renew and extend this AGREEMENT for a period of one year (with such changes as to which VENDOR shall agree), upon the giving to VENDOR a written notice of such intention no later than thirty (30) days prior to the expiration of the initial term.

**ARTICLE I**  
**RATES, MINIMUM REQUIREMENTS, AND STATEMENT OF SERVICES**

1.1 Vendor Rates. DEPARTMENT agrees to make Payments to VENDOR for the delivery of Services, not to exceed \$3,250 per month commencing November 1, 2006, through August 31, 2008. VENDOR acknowledges that the total dollar amount of the AGREEMENT is subject to change, at department's discretion, based on needs and circumstances that arise within the overall DEPARTMENT program. VENDOR agrees to the following rates for services.

**No set rate, flat monthly fee for all services rendered.**

1.2 Sole Source Provider. This VENDOR has been duly certified in an open meeting and reflected in the meeting minutes as a sole source provider. **(THIS CLAUSE IS REQUIRED ONLY FOR SOLE SOURCE PROVIDERS.)**

1.3 Services. The VENDOR shall, in accordance with the terms of this AGREEMENT, provide all necessary personnel, equipment, materials, supplies, facilities, and services (except as may be furnished by the DEPARTMENT as specified in writing as part of this AGREEMENT) and do all things necessary for, or incidental to, the provision of the services listed as follows:

**SERVICES TO BE PERFORMED BY THE SERVICE PROVIDER**

The Vendor shall conduct physical examinations of the clients as requested by the Program. Said examinations shall consist of a physical examination of the client's body for any physical problems and a tuberculosis tine test.. All tests and examinations will be conducted and/or interpreted by the Service Provider and a written report containing all findings will be submitted to the Program within two working days at no additional cost.

Vendor will provide two sick call clinics per week as well as be on general call on a daily basis, exception when out of town. Sick call will be performed with a licensed vocational nurse/certified nurse assistant present who will organize clinic and follow up on meds and dressings, etc.

Vendor will participate in coordinating/providing health training for employees such as CPR, first aid at no additional costs to the Program.

Vendor will not be responsible for the actions or lack of actions taken in emergency situations while not on premises.

Vendor shall maintain a malpractice insurance policy in the minimum amount

1.4 Operational Plan. The proposal submitted in response to the ITB or RFP (if applicable) as finally negotiated and attached as Exhibit A of this AGREEMENT becomes the Operational Plan by which the VENDOR will be audited. **(THIS CLAUSE REQUIRED FOR ALL CONTACTS OVER \$100,000 UNLESS VENDOR HAS BEEN CERTIFIED AS A SOLE SOURCE PROVIDER.)**

1.5 Performance Measures. The VENDOR shall comply with the Performance Measures included in this AGREEMENT to assist Defendants to change their behavior and become productive, contributing members of society by leading a life free of crime. Performance Measures, along with applicable adjustments, are as follows:

**(TO BE DEVELOPED AND FILLED IN BY CSCD - MUST BE IN EVERY CONTRACT OVER \$25,000 PER VENDOR)**

1.6 Negotiation. The VENDOR will document performances measures and evaluation criteria submitted as the **Operational Plan** (if applicable). DEPARTMENT can negotiate with the VENDOR during the term of the AGREEMENT to establish new performance measures or evaluation criteria that both parties agree reflect quantity or quality of service.

1.7 Referrals. The DEPARTMENT retains control over the Defendants referred to VENDOR for the provision of services. If the Defendant is determined to be in need of additional or different services, the Defendant is to be referred back to the DEPARTMENT for further action. The process by which this action will occur will be addressed in the Operations Plan, if applicable.

1.8 Court Testimony. VENDOR agrees to provide testimony in court, if required, at no additional cost to the DEPARTMENT.

1.9. No-Shows. DEPARTMENT will not pay the full rate to VENDOR for Defendants who fail to attend sessions or meetings. **(THE CSCD SHOULD SPECIFY THE AMOUNT AND NUMBER OF "NO-SHOWS" FOR WHICH THEY ARE WILLING TO PAY AND INCLUDE HERE.)**

1.10 Orientation and HIV Counseling. VENDOR shall provide orientation to Defendants regarding support resources and shall provide HIV counseling in accordance with the provisions of Exhibit D hereto.

## **V. HIV ISSUES**

The Vendor agrees that he shall adopt and implement workplace guidelines concerning persons with AIDS and HIV infection and shall also develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of the Service provider and for clients, inmates, patients and residents served by the Service Provider in accordance with the provisions found in Acts 1989, 71st Leg., Ch. 1195, Section 5.03 and Section 5.04.

1.11 Definitions. The following terms used in this AGREEMENT shall, unless the context indicates otherwise, have the meanings set forth below:

AGREEMENT - means this Operations AGREEMENT with all exhibits hereto.

Contract Monitor - means the Person(s) designated by DEPARTMENT as such to ensure that VENDOR complies with the terms hereof, by conducting performance audits of the Operational Plan and financial audits of the Program Budget, if applicable.

Counselor - means a Person with appropriate licensure who renders counseling or counseling related services to an individual, group, organization, corporation, institution, or the general public for compensation.

Defendant - means each individual who receives Services from VENDOR hereunder who qualifies for Services and who has been ordered by a court of legal jurisdiction to participate in receiving Services.

DEPARTMENT Policies - means all written policies, procedures, standards, guidelines, directives, and manuals of DEPARTMENT, as same may be amended from time to time, which DEPARTMENT has made available to VENDOR and with which VENDOR has an affirmative obligation to be and remain familiar.

Facility - means the licensed treatment facility where VENDOR will provide Services pursuant to the terms hereof or a Community Corrections Facility as operated by the DEPARTMENT.

Licensure Rules - means the terms and provisions contained in applicable regulatory guidelines.

Midnight Strength Report - means the official numerical count of the number of Defendants who are Residents present at the Facility at the end of each day calculated at 12:00 midnight, which number shall not include any Defendants who were previously removed on that day. Defendants on a temporary leave for less than forty-eight (48) hours shall be included in the count.

Monthly Invoice - means that certain form or electronic reporting mechanism that VENDOR shall prepare and submit to DEPARTMENT no later than the seventh (7th) day after the end of the preceding month, based on the VENDOR Rate and yielding the Monthly VENDOR Payment to be made by DEPARTMENT, a copy of which form is attached hereto as Exhibit B.

Operational Plan - means the written operating and audit system devised jointly by DEPARTMENT and VENDOR prior to and during the term hereof pursuant to

VENDOR'S policies and procedures submitted in response to the RFP or ITB (if applicable) whereby the delivery of Services shall be evaluated and monitored, including the Performance Measures to track and evaluate achievement results of Defendants, which plan shall contain a mechanism for monthly self-monitoring reports by VENDOR.

Outpatient - means any Defendant who receives Services on an hourly basis pursuant to the terms hereof and who is not a resident in the facility providing treatment.

Payment or Payments - means amount(s) agreed to be paid by DEPARTMENT to VENDOR.

Payment to VENDOR - means the mathematical product of the following: (a) Resident Defendants at non-CCF's: the VENDOR Rate calculated by the number of verified Defendants according to the Midnight Strength Report for each day of the billing month; (b) Outpatient Defendants: the VENDOR Rate calculated by the number of verified Defendants for each hour and billing day for which Outpatient Services were rendered in the billing month.

Performance measures - means that standards whereby VENDOR and DEPARTMENT will determine the effectiveness of the Services, as set for in Article I hereto.

Person - means any individual, corporation, partnership, joint venture, association, joint-stock company, trust unincorporated organization, court or other tribunal, or government or any agency or political subdivision thereof.

Program Budget - means the financial management system of proposed revenue and expenditures that VENDOR submitted in response to the ITB or RFP, if applicable (as same may have been amended prior to the execution hereof), whereby VENDOR implements and maintains its books regarding income and expenditures in the provision of Services at the facility in accordance with the approved Program Budget (i.e., a program-specific accounting or bookkeeping system).

Resident - means any Defendant who resides at the Facility and receives Services pursuant to the terms hereof.

RFP - means that certain Request for Proposal issued by DEPARTMENT for the purpose of soliciting proposals to render Services and with respect to which VENDOR responded and was awarded this AGREEMENT, if applicable.

Services - means the delivery by VENDOR of the chemical dependency program as set forth in this AGREEMENT and exhibits and as outlined in VENDOR'S response to the ITB or RFP, if applicable.

TERM - means the duration of this AGREEMENT as specified in Article I.

VENDOR - means "Name of provider."

Vendor Rate - means the amount paid by Department to VENDOR per day or per hour during the term hereof, determined in accordance with the rates set forth in Article I.

**1.12 AND 1.13 ARE OPTIONAL CLAUSES:**

1.12 Insurance. VENDOR shall provide an adequate plan of insurance that provides: (1) coverage to protect DEPARTMENT and the State against all claims, including claims based on violations of civil rights arising from the Services performed by VENDOR; (2) coverage to protect the State from actions by a third party against VENDOR or any subcontractor of VENDOR; and (3) coverage to protect the State from actions by officers, employees, or agents of VENDOR or any subcontractor of VENDOR or any subcontractor(s). VENDOR shall maintain the following insurance coverage in full force and effect for the mutual protection and benefit of DEPARTMENT, the State and VENDOR with the amounts and coverages as required by law, in accordance with the following:

- A. Claims that may arise out of or result from VENDOR'S actions/operations hereunder, whether such actions/operations are by VENDOR or by a subcontractor of VENDOR, or by anyone directly or indirectly employed by or acting on behalf of VENDOR or a subcontractor where liability may arise for:
  - 1. Claims under workers compensation disability benefits, and other similar employee benefit actions;
  - 2. Claims for damages because of bodily injury, occupational sickness or disease, or death of any VENDOR employees;
  - 3. Claims for damages because of bodily injury, sickness or disease or death of any Person other than VENDOR'S employees.
  - 4. Claims for damages insured by usual personal liability coverage that are sustained by (a) any Person as a result of an act directly or indirectly related to the employment of such Person by VENDOR, or (b) any other Person;
  - 5. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom;
  - 6. Claims for damages based on violations of civil rights;
  - 7. Claims for damages arising from fire and lightening and other casualties.
- B. VENDOR shall obtain and maintain in force insurance coverage in accordance with all applicable law and accepted industry standards during the term they are engaged hereunder. In addition, VENDOR shall maintain a liability insurance policy in an amount not less than \$100,000 for each person and \$300,000 for each single occurrence for bodily injury or death and \$100,000 for each single occurrence for injury to or destruction of property.
- C. Certification/policies of insurance shall be filed with DEPARTMENT prior to execution of this AGREEMENT, VENDOR shall notify DEPARTMENT within fifteen (15) days of cancellation of any policy required herein.

D. Compliance with the foregoing insurance requirements shall not relieve VENDOR from any liability under the indemnity provisions.

1.13 Indemnification. VENDOR shall indemnify and save the DEPARTMENT, the Texas Board of Criminal Justice, the Texas Department of Criminal Justice, the State of Texas, and its officers, agents and employees (hereinafter, collectively referred to as the "State") harmless from and against any and all claims arising from the conduct, management of performance hereof, including, without limitation, any and all claims arising from any condition herein or arising from any breach or default on the part of VENDOR in the performance of any covenant or agreement on its part to be performed, or arising from any act of negligence of VENDOR, or licensees or arising from any accident, injury or damage whatsoever caused to any person, firm or corporation and from and against all costs, reasonable attorney's fees, expenses and liabilities incurred in or about any such claim, action or proceeding brought against the State by reason of any such claim. In any such action brought against the State, VENDOR, upon notice from the State, shall defend against such action or proceeding by counsel satisfactory to the State, unless such action or proceeding is defended against by counsel for any carrier of liability insurance provided for herein. The aforementioned indemnification shall not be affected by a claim that negligence of DEPARTMENT, the State, or their respective agents, contractors, employees or licensees contributed in part to the loss or damage indemnified against.

1.14 Other: (Specific Department/Program Requirements)

**ALL OF THE FOLLOWING CLAUSES ARE REQUIRED:**

**ARTICLE II  
REPRESENTATIONS AND WARRANTIES**

VENDOR represents and warrants to and for the benefit of DEPARTMENT with the intent that DEPARTMENT rely thereon for the purposes hereof, the following:

- 2.1 Legal Status. VENDOR (1) is a validly organized and constituted sole proprietorship or partnership in the jurisdiction in which it is formed and in good standing therein; or, is a corporation duly incorporated and validly existing under the laws of the jurisdiction in which it is incorporated and in good standing therein; (2) is duly qualified to conduct business in the State of Texas; and (3) has legal power and authority to own or lease its properties and conduct its business as presently conducted.
- 2.2 Authorization. The making and performance of this AGREEMENT have been duly authorized by all necessary action and will not violate any provision of current law or VENDOR'S charter or by-laws. The AGREEMENT has been duly executed and delivered by VENDOR and, assuming due execution and delivery of DEPARTMENT, constitutes a legal, valid, and binding AGREEMENT enforceable against VENDOR in accordance with its terms.
- 2.3 Taxes. VENDOR has filed all necessary federal, state and foreign income and franchise tax returns and has paid all taxes as shown to be due thereon, including penalties and interest, or provided adequate reserves for payment thereof, except to the extent that same have become due and payable but are not yet delinquent, and except for any taxes and assessments of which the amount applicability or validity is currently being contested in good faith by appropriate proceedings.
- 2.4 No Child Support Owing. In accordance with 231.006 of the Texas Family Code, no person who is the sole proprietor, a partner, a shareholder, or an owner of twenty-five percent (25%) or more of VENDOR and who is now more than thirty (30) days delinquent in paying court ordered approved child support may receive payment from state funds under a contract. Under Section 231.006, Family Code, VENDOR certifies that it is not ineligible to receive the Payments and acknowledges that this AGREEMENT may be terminated and Payments may be withheld if this certification is inaccurate.
- 2.5 Use of Payments. No part of the Payments made to VENDOR will be expended for any consultant fees, honorariums, or any other compensation to any employee of DEPARTMENT or for unallowable costs set forth on Exhibit C. VENDOR shall expend Payments made hereunder solely for providing direct services and for reasonable and allowable expenses directly related to the provision of Services.



2.6 Non-Discrimination. In the performance hereof, VENDOR warrants that it shall not discriminate against any employee, subcontractor, or Defendant on account of race, color, handicap, religion, sex, national origin, age, or those who have or are perceived to have a handicap because of AIDS or HIV infection, antibodies to HIV, or infection with any other probable causative agent of AIDS. VENDOR shall include the provisions of this paragraph regarding non-discrimination in each of its contracts with subcontractors so that such provisions will be binding upon each subcontractor.

2.7 Non-Collusion. VENDOR warrants that no Person, other than a bona fide employee, has been employed to solicit or secure this AGREEMENT with DEPARTMENT, and VENDOR has not paid or agreed to pay any Person, other than a bona fide employee, any fee, commission, percentage, or brokerage fee, gift, or any other consideration, contingent upon or resulting from the execution hereof. For breach or violation of this provision, DEPARTMENT shall have the right to terminate this AGREEMENT without liability, or at its discretion to deduct from Payments, or otherwise recover, the full amount of such fee, commission, brokerage fee, gift, or contingency fee.

### **ARTICLE III GENERAL CONDITIONS**

3.1 Duties and Obligations. VENDOR shall provide the Services in compliance with applicable federal and state law, including all constitutional, legal and court ordered requirements, whether now in effect or hereafter effected or implemented.

3.2 Visitation by State Employees. VENDOR shall at all times allow employees/agents of the Governor, members of the Legislature and all other members of the Executive and Judicial branches of the State of Texas, the Contract Monitor, and any other persons designated by the DEPARTMENT and/or the Texas Board of Criminal Justice to monitor the delivery of Services and contract compliance of the VENDOR.

3.3 No Subcontractors. No subcontractor may be utilized by VENDOR unless DEPARTMENT has furnished prior written approval.

3.4 Confidentiality. When applicable, records, of identity, diagnosis, prognosis, or treatment of any Defendant through this AGREEMENT shall be confidential and may be disclosed only in accordance with applicable laws. No information may be released without the Defendant's written consent as documented by a signed information release form. VENDOR shall notify department in writing if any legal process requires disclosure of a Defendant's record and shall obtain written acknowledgment of same from DEPARTMENT'S Authorized Representative.

3.5 Termination at Will. Either party may terminate this AGREEMENT for any reason whatsoever, without cause and at any time, by furnishing to the other party thirty (30) days prior written notice. DEPARTMENT'S only obligation for terminating this AGREEMENT pursuant to this section shall be the payment to VENDOR of Payments earned hereunder up to the date of termination. VENDOR'S only obligation for terminating this AGREEMENT pursuant to this section shall be to provide Services until the date of termination. Neither VENDOR nor DEPARTMENT shall thereafter be entitled to any other compensation.

3.6 Record Retention. All records shall be the property of DEPARTMENT. All records (electronic or paper) pertinent to the provisions of Services hereunder shall be retained by the VENDOR for a period of five years with the following qualifications: If any audit, litigation or claim is started before the expiration of the five-year period, the records shall be retained until all audits, litigation, claims, or other findings involving the records have been resolved. The retention period of all records begins after DEPARTMENT has made the final Payment in accordance with this AGREEMENT. At the end of the five-year period, VENDOR will request disposition instructions from DEPARTMENT.

#### **ARTICLE IV ADMINISTRATION AND FISCAL SYSTEM**

4.1 Administrative Controls. VENDOR shall establish, document and maintain adequate administrative, financial and internal controls to ensure that only allowable and reasonable costs are expended under this AGREEMENT.

4.2 Governing Board Responsibility. The appropriate governing board or entity of VENDOR shall bear full responsibility for the integrity of the services provided, including compliance with applicable federal and state laws and regulations. Ignorance of AGREEMENT provisions or other requirements contained herein shall not constitute a defense or basis for waiving or appealing such provisions or requirements.

4.3 Conflict of Interest. VENDOR shall not refer defendants for additional services without prior written approval of the DEPARTMENT. VENDOR shall develop and implement written internal policies that may be reviewed by the DEPARTMENT to ensure that members of the governing board, contractual personnel, consultants, volunteers, and employees do not use their positions with the VENDOR for a purpose that is, or give the appearance of being, motivated by a desire for personal gain or gain by a family member.

4.4 Remuneration. Staff of VENDOR shall not pay or receive any commission, consideration, or benefit or any kind related to the referral of a Defendant for treatment or engage in fee-splitting with other professionals.

4.5 Audits. VENDOR agrees to furnish DEPARTMENT and/or TDCJ with such information as may be required relating to the Services rendered hereunder. VENDOR shall permit DEPARTMENT to audit and inspect records and reports and to evaluate the performance of Services at any time. VENDOR shall provide reasonable access to all the records, books, reports, and other necessary data and information needed to accomplish review of program activities, services, and expenditures, including cooperation with DEPARTMENT in its performance of random or routine audits to determine the accuracy of VENDOR reports.

4.6 Independent Audit. VENDORS whose total funding from DEPARTMENT (CSCDs) statewide exceed \$100,000 must provide an independent audit on the funds received for each fiscal year (September 1 - August 31). These audits must be submitted to TDCJ-CJAD by December 31 following the end of the fiscal year.

4.7 Disclosure. VENDOR is required to immediately or timely, as the case may be, disclose to DEPARTMENT and TDCJ-CJAD the following:

- (a) If any Person who is an employee or director of VENDOR is required to register as a lobbyist under Texas Government Code Chapter 305, at any time during the term hereof, VENDOR shall provide to DEPARTMENT and TDCJ-CJAD timely copies of all reports filed with the Texas Ethics Commission as required by Chapter 305;
- (b) If any Person who is an employee, subcontractor, or director of VENDOR is or becomes an elected official (i.e., an elected or appointed state official or member of the judiciary, or a United States congressman or senator), during the term hereof;
- (c) Report any actions or citations by federal, state, or local governmental agencies that may effect VENDOR'S licensure status or its ability to provide Services hereunder.

4.8 Withhold Payments. The DEPARTMENT may withhold Payments for any ineligible claims including inadequate or untimely monthly invoices until such time as the ineligible, inadequate or untimely claim is resubmitted and/or corrected by VENDOR. VENDOR agrees to return any unearned amounts paid by the DEPARTMENT within thirty (30) days following the final date of the contract period, or at the DEPARTMENT'S option, within thirty (30) days following the DEPARTMENT'S delivery to VENDOR a notice that amounts paid are to be returned to DEPARTMENT.

4.9 Payments to VENDOR. VENDOR shall submit Monthly Invoices (in writing or electronically) as required herein and shall receive Payments from DEPARTMENT based thereon, subject to the provisions in this AGREEMENT. VENDOR will provide an itemized list of Services performed during the invoice period, including the names of all Defendants served, the service provided, and the amount of time rendered with each. DEPARTMENT agrees to pay VENDOR within thirty (30) days after receipt of the Monthly Invoice (Exhibit B).

4.10. Specific Measures. All terms of this AGREEMENT are subject to monitoring and verification; however, the VENDOR must have available for the DEPARTMENT'S inspection records to support performance of those measures outlined in Article I herein.

4.11 Misspent Funds. The VENDOR will refund expenditures of the VENDOR that are contrary to this AGREEMENT and deemed inappropriate by the DEPARTMENT or designee.

## **ARTICLE V DEFAULT AND TERMINATION**

5.1 Default by VENDOR. Each of the following shall constitute an Event of Default on the part of VENDOR.

- a. A material failure to keep, observe, perform, meet, or comply with any covenant, term, or provision hereof, which failure continues for a period of twenty (20) days after receipt of VENDOR of written notification thereof;
- b. (1) Admit in writing its inability to pay its debts; (2) make a general assignment for the benefit of creditors; (3) suffer a decree or order appointing a receiver or trustee for it or substantially all of its property, and, if entered without its consent, same is not stayed or discharged within sixty (60) days of such decree or order, (4) suffer filing under any law relating to bankruptcy, insolvency, or the reorganization for relief of debtors by or against it and, if contested by it, not to be dismissed or stayed within sixty (60) days of such filing; or (5) suffer any judgment, writ of attachment or execution, or any similar process issued or levied against a substantial part of its property that is not released, stayed, bonded, or vacated within sixty (60) days after such issuance or levy; and
- c. The discovery by DEPARTMENT that any statement, representation of warranty in this AGREEMENT is false, misleading, or erroneous in any material respect.

5.2 Remedy of DEPARTMENT. Upon the occurrence of an Event of Default by VENDOR, DEPARTMENT shall notify VENDOR of such Event of Default, and subject to the time provisions of Section 5.1 hereof, DEPARTMENT shall have the right to pursue any remedy it may have at law or in equity, including, but not limited to, (a) suspend referral of Defendants; (b) suspend payment; (c) taking action to cure the Event of Default, in which case DEPARTMENT may offset against any Payments owed by VENDOR all reasonable costs incurred by DEPARTMENT in connection with its efforts to cure such Event of Default; and (d) termination and removal of VENDOR as provider of Services. In the event of VENDOR'S removal due to an Event of Default, DEPARTMENT shall have no further obligations to VENDOR after such removal and in such event, VENDOR agrees to cooperate with DEPARTMENT regarding a transition to new provider of Services.

- 5.3 Default by DEPARTMENT. The following shall constitute an Event of Default on the part of DEPARTMENT: failure by DEPARTMENT to pay within thirty (30) days after Payment is due any Payment required to be paid pursuant to the terms hereof, provided such failure to pay shall not constitute an Event of Default if the Comptroller of the State of Texas has withheld any payments pursuant to statutory authority.
- 5.4 Remedy of VENDOR. Upon an Event of Default by DEPARTMENT, VENDOR'S sole remedy shall be to terminate this AGREEMENT. Upon such terminations, VENDOR shall be entitled to receive Payment from DEPARTMENT for all Services satisfactorily furnished hereunder up to and including the date of termination.
- 5.5 AGREEMENT Subject to Availability of Funds. This AGREEMENT will be subject to the availability of funds as appropriated by the State Legislature and as made available by the Community Justice Assistance Division of the Texas Department of Criminal Justice. If such funds become reduced or unavailable, this AGREEMENT shall be subject to immediate modification, reduction or termination.

#### ARTICLE VI INDEPENDENT CONTRACTOR

VENDOR is associated with DEPARTMENT only for the purposes and to the extent set forth herein, and with respect to the performance of Services hereunder, VENDOR is and shall be an independent contractor and shall have the sole right to supervise, manage, operate, control, and direct the performance of the details incident to its duties hereunder. Nothing contained herein shall be deemed or construed to create a partnership or joint venture, to create the relationships of an employer-employee or principal-agent, or to otherwise create any liability for DEPARTMENT whatsoever with respect to the indebtedness, liabilities, and obligations of VENDOR or any other party. VENDOR shall be solely responsible for (and DEPARTMENT shall have no obligation with respect to) payment of all Federal Income, F.I.C.A., and other taxes owed or claimed to be owed by VENDOR, arising out of VENDOR'S association with DEPARTMENT pursuant hereto, and VENDOR shall indemnify and hold DEPARTMENT harmless from and against any and all liability from all losses, damages, claims, costs, penalties, liabilities, and expenses howsoever arising or incurred because of, incident to, or otherwise with respect to any such taxes.

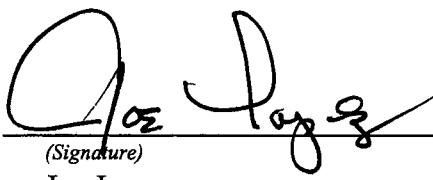
**ARTICLE VII  
MISCELLANEOUS PROVISIONS**

- 7.1 Inconsistencies. Where there exists any inconsistency between this AGREEMENT and other provisions of collateral contractual Agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.
- 7.2 Severability. Each paragraph and provision hereof is severable from the entire AGREEMENT and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.
- 7.3 Prohibition Against Assignment. There shall be no assignment or transfer of this AGREEMENT without the prior written consent of both parties.
- 7.4 Law of Texas. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in the county of the applicable judicial district in which this agreement was entered.
- 7.5 Notices. All notices called for or contemplated hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or forty-eight (48) hours after mailed to each party by certified mail, return receipt requested, postage prepaid.
- 7.6 Entire. This AGREEMENT incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written AGREEMENT. No other prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless attached hereto and/or embodied herein.
- 7.7 Amendment. No changes to this AGREEMENT shall be made except upon written agreement of both parties.
- 7.8 Headings. The headings used herein are for convenience of reference only and shall not constitute a part hereof or affect the construction or interpretation hereof.
- 7.9 Counterparts. This AGREEMENT may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.
- 7.10 Terminology and Definitions. All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT including the Exhibits attached hereto and incorporated herein by reference to be executed as of the date first above written.

Executed in Hidalgo County, Texas by

DEPARTMENT: HIDALGO COUNTY  
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT

BY:   
(Signature)  
Joe Lopez

TITLE: Executive Director

DATE: 9/26/06

VENDOR: Marin Garza, M.D., Texas License # E6782

BY:   
(Signature)

TITLE: Medical Doctor

DATE: 9/26/06

MEDICAL SERVICES CONTRACT  
(Physical Examinations)  
Between  
HIDALGO COUNTY  
COMMUNITY SUPERVISION & CORRECTIONS DEPARTMENT  
RESTITUTION CENTER  
And  
MARIN GARZA, M.D.

**I. PARTIES TO THE CONTRACT AND DEFINITIONS OF TERMS**

- a. Dr. Marin Garza will be referred to as the "Service Provider".
- b. The Hidalgo County Community Supervision and Corrections Department Restitution Center will be referred to as "The Center".
- c. The Restitution Center residents will be referred to as "The Client(s)".

**II. PURPOSE OF THE AGREEMENT**

This Contract provides the basis by which the Center and the Service Provider may carry out their inter-related activities. The purpose of this agreement is for the Service Provider to provide adequate professional medical services which meet the needs of the Client(s) and the Center and thereby reducing the probability of an outbreak of contagious diseases at the Center.

**III. REFERRAL PROCESS**

A representative of the Center will contact the Service Provider and schedule an appointment for the client for a physical examination. The Service Provider will conduct all physical examinations at the Center.

**IV. SERVICES TO BE PERFORMED BY THE SERVICE PROVIDER**

The Service Provider shall conduct physical examinations of the Client(s) as requested by the Center. Said examinations shall consist of a physical examination of the Client's body for any physical problems, and a tuberculosis tine test. All tests and examinations will be conducted and/or interpreted by the Service Provider and a written report containing all findings will be submitted to the Center within five working days at no additional cost.



## **V. COST OF SERVICES AND BILLING PROCESS**

The Service Provider shall receive a fee of fifty dollars (\$50.00) for each examination performed on clients from the Center. Once the examination is completed and all results have been interpreted, the Service Provider will submit a billing to the Center by mailing an invoice to the Hidalgo County Restitution Center, P.O. Box 970, Edinburg, Texas, 78540.

## **VI. HIV ISSUES**

The Service Provider agrees that it shall adopt and implement workplace guidelines concerning persons with AIDS and HIV infection and shall also develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of Service Provider and for clients, inmates, patients and residents served by the Service Provider in accordance with the provisions found in Acts 1989, 71st Leg., Ch. 1195, Section 5.03 and Section 5.04.

## **VII. CONDITION OF AGREEMENT**

It is understood that the employees of the Center or individuals acting as agents of the Center are not authorized to receive any type of personal payment, reimbursement, compensation, commission, gratuity or gift for services provided under this Contract. The Service Provider warrants that no employee or agent of the Center has been retained to solicit or secure this Contract and that the Service Provider has not paid or agreed to pay any employee of the Center any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon the making of this Contract or as an inducement for entering into this Contract. The unauthorized offering or receipt of such payments may result in the immediate termination of this Contract.

## **VIII. TERM OF AGREEMENT**

The Service Provider agrees to comply with all applicable standards and guidelines, including those contained in the Contract Administration Manual, promulgated by the Community Justice Assistance Division of the Texas Department of Criminal Justice.

This Agreement is effective **September 26, 2006** and shall continue until **August 31, 2008**, unless it is terminated earlier pursuant to the provisions hereof, provided, however that the Department shall have the option to renew and extend this Agreement for a period of one year (with such changes as to which vendor shall agree), upon the giving to vendor a written notice of such intention no later than thirty (30) days prior to the expiration of the initial term.

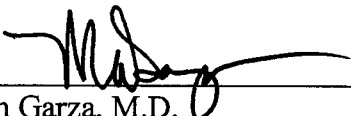
The Service Provider agrees to provide professional liability insurance covering his activities in providing the services for the Center in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, S100.002 et. seq., Texas Civil Practice and Remedies Code, with the Center as a named insured and shall furnish the Center a certificate issued by the insurer that such insurance is in full force and effect. In addition, Service Provider agrees to hold the Center, the State of Texas and the County of Hidalgo harmless for any and all claims arising out of any activity conducted by Service Provider in providing services under this Contract.

Service Provider warrants that he is duly licensed by and in good-standing with the Texas State Board of Medical Examiners and is not currently the subject of any disciplinary or other license suspension/revocation proceedings of such Board. Service Provider agrees to promptly notify the Center in the event of any change in his status of good standing or upon becoming the subject of any disciplinary action, in which event the Center in its sole discretion may elect to immediately terminate this Contract. Service Provider further represents that he is aware of no conditions or restrictions contained in the Texas State Board of Medical Examiners regulations which would prohibit him from performing the services herein prescribed or which would prevent the continued operation of the Center's required medical services.

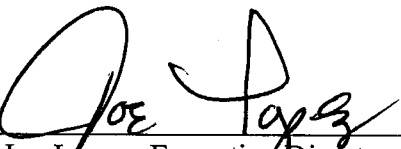
The Service Provider may not assign the obligations or rights under this Contract to any person without the prior written consent of the Center.

Service Provider agrees that neither he nor any other person directly employed by Service Provider who assists in performing the services hereunder shall be considered to be an employee of the Center, the County of Hidalgo, or the State of Texas during the term of this Contract. Service Provider agrees that he is an independent contractor and represents and warrants that Service Provider does not desire or request any fringe benefits or other benefits provided employees of the Center, the State of Texas, or Hidalgo County.

Entered into agreement and signed this 26th day of September, 2006.

  
\_\_\_\_\_  
Marin Garza, M.D.  
P.O. Box 180  
Linn, Texas 78563  
Texas License #E6782

HIDALGO COUNTY COMMUNITY  
SUPERVISION & CORRECTIONS  
DEPARTMENT

BY:   
\_\_\_\_\_  
Joe Lopez, Executive Director

AI-952

18.I.2.

**"Independent Audit Services"**

**CC REGULAR**

**Date:** 11/07/2006

**Submitted By:** Veronica Gutierrez, PURCHASING DEPT.

**Submitted For:** Marty Salazar

**Department:** PURCHASING DEPT.

**Agenda Area:** Purchasing Department

**Purchasing only:** Adult Probation

---

**Agenda Item**

**CAPTION**

Presentation for consideration, discussion, acceptance and approval/ratification of the negotiated contract with Rhonda L. Gillum for "Independent Audit Services" for Hidalgo County Community Supervision & Corrections Department.

**BACKGROUND**

---

**Revenue & Expenditures**

**FISCAL YEAR:** 2006

**ACCT. #:** 6-1297-423-00-320-002-7-335

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Funding encumbered in PO 575157 with an available amount of \$17,750.00.

---

**Attachments**

Link: [Rhonda Gillum Contract](#)

Confidential documents are indicated with a (c).

---

**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Purchasing Department | Marty Salazar  | 11/01/2006 02:57 PM | APRV   |
| 2         | Budget & Management   | Dina Trevino   | 11/01/2006 03:17 PM | APRV   |
| 3         | Dale Kennan           | Dale Kennan    | 11/01/2006 03:56 PM | APRV   |
| 4         | Auditor's Office      | Linda Fong     | 11/02/2006 04:04 PM | APRV   |
| 5         | Mike Escaname         | Mike Escaname  | 11/03/2006 08:51 AM | APRV   |
| 6         | Linda Fong            | Linda Fong     | 11/03/2006 11:20 AM | APRV   |
| 7         | Agenda Coordinator    | Monica Badillo | 11/03/2006 01:12 PM | APRV   |

**Form Started By:** Veronica Gutierrez

**Started On:** 10/30/2006 01:46 PM

**Final Approval Date:** 11/03/2006

---

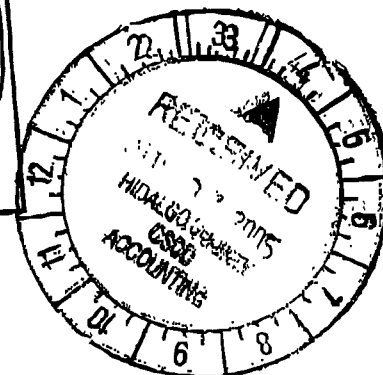
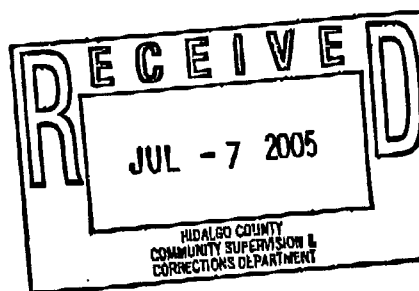
**Rhonda L. Gillum**

Certified Public Accountant

5415 N. McColl Road  
Suite 107  
McAllen, TX 78504

Member AICPA - TSCPA  
PHONE (956) 618-2224  
FAX (956) 631-5686

July 5, 2005



Mr. Joe Lopez, Director  
Hidalgo County Community  
Supervision & Corrections Dept.  
918 E. Highway 83  
McAllen, TX 78504

I am pleased to confirm my understanding of the services I am to provide Hidalgo County Community Supervision and Corrections Department (HCCSC) for the year ended August 31, 2005. I will audit the financial statements of HCCSC as of and for the year ended August 31, 2005. I understand that the financial statements will be presented in accordance with the financial reporting model in effect prior to that described in GASB Statement No. 34. If there are major modifications in the reporting standards prescribed by the Texas Department of Criminal Justice-Community Justice Assistance Division (TDCJ-CJAD) there may be a need to modify the fee.

**Audit Objectives**

The objective of my audit is the expression of an opinion as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and TDCJ-CJAD reporting requirements and to report on the fairness of the additional information presented with the financial statements. My audit will be conducted in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in Government Auditing Standards, (the Yellow Book) issued by the comptroller General of the United States, and will include tests of the accounting records of HCCSC and other procedures I consider necessary to enable me to express such an opinion. If my opinion on the financial statements is other than unqualified, I will fully discuss the reasons with you in advance. If, for any reason, I am unable to complete the audit or am unable to form or have not formed an opinion, I may decline to express an opinion or to issue a report as a result of this engagement.

I will also provide reports (that do not include opinions) on internal control related to the financial statements and compliance with laws, regulations, and the provisions of grant agreements, noncompliance with which could have a material effect on the financial statements as required by Government Auditing Standards.

**Management Responsibilities**

Management is responsible for establishing and maintaining internal control and for compliance with laws, regulations, contracts, and agreements. In fulfilling this responsibility, estimates and judgments by management are required to assess the expected benefits and related costs of the controls.

Hidalgo County Community  
Supervision & Corrections Dept.  
July 5, 2005  
Page 3

statements are free of material misstatement, I will perform tests of HCCSC's compliance with applicable laws and regulations and the provisions of contracts and agreements. However, the objective of my audit will not be to provide an opinion on overall compliance and I will not express such an opinion.

#### **Audit Procedures-Internal Control**

In planning and performing my audit, I will consider the internal control sufficient to plan the audit in order to determine the nature, timing, and extent of my auditing procedures for the purpose of expressing my opinion on HCCSC's financial statements.

I will obtain an understanding of the design of the relevant controls and whether they have been placed in operation, and I will assess control risk. Tests of controls may be performed to test the effectiveness of certain controls that I consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. These tests will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed.

#### **Audit Administration, Fees and Other**

I understand that your employees will type all cash or other confirmations I request and will locate any invoices selected by me for testing. I desire to begin my audit in early December to allow me to issue my report prior to the March 31, 2006 deadline. If unexpected circumstances arise that threaten to delay the targeted issuance date of the audit report, this will be communicated to you in advance so an extension can be requested from the Texas Department of Criminal Justice.

The work papers for this engagement are the property Rhonda L. Gillum and constitute confidential information. Also, TDCJ staff and/or State Auditor staff will be granted reasonable access to the working papers upon written request. They may also be provided photocopies of certain requested work papers. They may intend, or decide, to distribute the photocopies or information contained therein to others, including other governmental agencies. These work papers will be maintained for a minimum three years from the date of the audit report.

Governmental Auditing Standards require that I provide you with a copy of my most recent quality control review report. The quality review report issued in 2004 accompanies this letter.

My invoices for these fees may be rendered each month as work progresses or may be submitted as fieldwork and the report are completed. These invoices are payable on presentation. In accordance with firm policies, work may be suspended if your account becomes 30 days or more

Hidalgo County Community  
Supervision & Corrections Dept.  
July 5, 2005  
Page 4

overdue and may not be resumed until your account is paid in full. My fees for these services will be \$16,500 up to the estimated 300 hours. This estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, I will discuss it with you and arrive at a new fee estimate before I incur the additional costs. My standard billing rate of \$60 per hour would apply for additional hours.

I appreciate the opportunity to be of service to HCCSC and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let me know. If you agree with the terms of our engagement as prescribed in this letter, please sign the enclosed copy and return it to me.

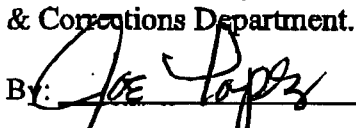
Sincerely yours,



Rhonda L. Gillum  
Certified Public Accountant

RESPONSE:

This letter correctly sets forth the understanding of the Hidalgo County Community Supervision & Corrections Department.

By: 

Title: CSCD Director

Date: 7/7/05

AI-996

18.I.3.

**Approval of Request for payment App. No. 10 from Descon  
CC REGULAR**

**Date:** 11/07/2006

**Submitted By:** Juan Tapia, PURCHASING DEPT.

**Submitted For:** Marty Salazar

**Department:** PURCHASING DEPT.

**Agenda Area:** Purchasing Department

**Purchasing only:** Adult Probation

---

**Agenda Item**

**CAPTION**

Approval of request for payment Application No. 10 in the amount of \$ 225,129.00 submitted by Descon Construction contracted vendor for "**Construction of the New Adult Probation Facility**" under contract No. C-05-026-11-08 through PO No. 558845 and as certified for payment by project architect, ROFA Architects

**BACKGROUND**

Payment Application No. 10 from Descon Construction

---

**Revenue & Expenditures**

**FISCAL YEAR:** 2006

**ACCT. #:** 6-1301-423-20-320-017-0-720

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

PO 558845 has 622179.00 available to pay pending invoice.

---

**Attachments**

Link: [Approval of request for payment Application No. 10](#)

Confidential documents are indicated with a **(c)**.

---

**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Purchasing Department | Marty Salazar  | 11/01/2006 03:22 PM | APRV   |
| 2         | Budget & Management   | Dina Trevino   | 11/01/2006 04:11 PM | APRV   |
| 3         | Dale Kennan           | Dale Kennan    | 11/02/2006 09:33 AM | APRV   |
| 4         | Auditor's Office      | Linda Fong     | 11/03/2006 09:37 AM | APRV   |
| 5         | Arcy Duran            | Arcilia Duran  | 11/03/2006 05:09 PM | APRV   |
| 6         | Elizabeth Cano        | Elizabeth Cano | 11/03/2006 04:08 PM | NEW    |
| 7         | Joy Hsu               |                |                     |        |
| 8         | Becky Morales         |                |                     |        |
| 9         | Agenda Coordinator    |                |                     |        |

**Form Started By:** Juan Tapia

**Started On:** 11/01/2006 01:22 PM

**Final Approval Date:**

---

# APPLICATION AND CERTIFICATE FOR PAYMENT

TO (OWNER): County of Hidalgo

P. O. Box 1346

Edinburg, Texas 78539

FROM: Deacon Construction, L.P.

P.O. Box 3547

McAllen, TX 78502-3547

CONTRACT FOR: New Adult Probation Building

PROJECT: #C-05-026-10-26

New Adult Probation Building

Edinburg, Texas

VIA (ARCH): Rike-Ogden-Figueroa Architects

1007 Walnut Avenue

McAllen, Texas 78501

APPLICATION NO. Ten (10)

PERIOD TO:

10/31/2006

ARCHITECTS

PROJECT NO.: 24032

PURCHASE ORDER # 558845

CONTRACT DATE: 18-Nov-05

Distribution To:

☒ Owner

☒ Architect

☒ Contractor

## CONTRACTOR'S APPLICATION FOR PAYMENT

### CHANGE ORDER SUMMARY

| Change Orders approved in<br>Previous months by Owner | ADDITIONS | DEDUCTIONS |
|-------------------------------------------------------|-----------|------------|
| TOTAL                                                 |           |            |
| Approved this month<br>Number? Date Approved          |           |            |
| TOTALS                                                | \$0       | \$0        |
| Net change by Change Orders                           | \$0       | \$0        |

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

CONTRACTOR: Deacon Construction, L.P.

By: *[Signature]* Date: 10/26/2006

## ARCHITECT'S CERTIFICATE FOR PAYMENT

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

Application is made for Payment, as shown below, in connection with the Contract.  
Continuation Sheet attached.

|                                                              |             |
|--------------------------------------------------------------|-------------|
| 1. ORIGINAL CONTRACT SUM                                     | \$2,996,000 |
| 2. NET CHANGE BY CHANGE ORDERS                               | \$0         |
| 3. CONTRACT SUM TO DATE                                      | \$2,996,000 |
| 4. TOTAL COMPLETED AND STORED TO DATE<br>(Column G on G703)  | \$2,610,799 |
| 5. RETAINAGE                                                 |             |
| a. 5 % of Completed Work<br>(Column D + E G703)              | \$128,539   |
| b. 5 % of Stored Material<br>(Column F on G703)              | \$2,001     |
| Total Retainage (Line 5a + 5b or<br>Total in Column I G703)  | \$130,540   |
| 6. TOTAL EARNED LESS RETAINAGE                               | \$2,480,259 |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT                    | \$2,255,130 |
| 8. CURRENT PAYMENT DUE                                       | \$225,129   |
| 9. BALANCE TO FINISH, PLUS RETAINAGE<br>(Line 3 less line 6) | \$515,741   |

State of: Texas

County Of: Hidalgo

Subscribed and sworn to before me this 26th day of October, 2006

Notary Public:

My Commission Expires: March 15, 2008


PILAR ANZALDUA  
Notary Public  
STATE OF TEXAS  
My Comm. Exp. 03-16-2008

### AMOUNT CERTIFIED

(Please explain if amount certified differs from the amount applied for.)

ARCHITECT:

By: *[Signature]* Date: 11.1.06

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the

Contractor named herein. Issuance, payment and acceptance of payment are without

prejudice to any rights of the Owner or Contractor under this Contract.

\$225,129



New Probation Building  
County of Hidalgo  
Edinburg, Texas

P. 007/008

(FAX) 9566873433

ROFA ARCHITECTS

NOV-01-2006(WED) 09:33

APPLICATION NUMBER: Ten (10)  
APPLICATION DATE: 10/26/2006  
PERIOD FROM: 10/1/2006  
TO: 10/31/2006

ARCHITECTS PROJ. NO.: 24032

| Item No. | Description of Work           | Scheduled Value | Work Completed |                  |               |                  | Total Completed and Stored To Date | % Comp.  | Balance to Finish | Retainage |
|----------|-------------------------------|-----------------|----------------|------------------|---------------|------------------|------------------------------------|----------|-------------------|-----------|
|          |                               |                 | Previously     | This Application | Work in Place | Stored Materials |                                    |          |                   |           |
| A        | B                             | C               | D              | E                | F             | G                | H                                  | I        | J                 |           |
| 1        | Job Set Up, Bonds & Insurance | \$104,155       | \$104,155      | \$0              | \$0           | \$104,155        | 100%                               | \$0      | \$5,208           |           |
| 2        | Site Work                     | \$5,813         | \$5,813        | \$0              | \$0           | \$5,813          | 100%                               | \$0      | \$291             |           |
| 3        | Building Fill                 | \$62,477        | \$62,477       | \$0              | \$0           | \$62,477         | 100%                               | \$0      | \$3,124           |           |
| 4        | Demolition                    | \$12,550        | \$12,550       | \$0              | \$0           | \$12,550         | 100%                               | \$0      | \$628             |           |
| 5        | Landscape Allowance           | \$20,000        | \$0            | \$0              | \$0           | \$0              | 0%                                 | \$20,000 | \$0               |           |
| 6        | Foundation                    | \$218,365       | \$218,365      | \$0              | \$0           | \$218,365        | 100%                               | \$0      | \$10,918          |           |
| 7        | Rebar                         | \$55,965        | \$55,965       | \$0              | \$0           | \$55,965         | 100%                               | \$0      | \$2,798           |           |
| 8        | Termite Treatment             | \$6,986         | \$6,986        | \$0              | \$0           | \$6,986          | 100%                               | \$0      | \$349             |           |
| 9        | Sidewalks/Misc. Concrete      | \$21,758        | \$11,096       | \$0              | \$0           | \$11,096         | 51%                                | \$10,662 | \$555             |           |
| 10       | Masonry                       | \$286,340       | \$269,706      | \$21,708         | \$0           | \$291,414        | 98%                                | \$4,926  | \$14,571          |           |
| 11       | Cast Stone                    | \$18,783        | \$0            | \$0              | \$18,783      | \$18,783         | 100%                               | \$0      | \$939             |           |
| 12       | Structural & Misc. Steel      | \$362,440       | \$362,440      | \$0              | \$0           | \$362,440        | 100%                               | \$0      | \$18,122          |           |
| 13       | Carpentry                     | \$41,120        | \$16,279       | \$6,385          | \$0           | \$24,664         | 60%                                | \$16,456 | \$1,233           |           |
| 14       | Millwork                      | \$13,588        | \$0            | \$6,832          | \$0           | \$6,832          | 65%                                | \$4,756  | \$442             |           |
| 15       | Dampproofing                  | \$35,673        | \$35,673       | \$0              | \$0           | \$35,673         | 100%                               | \$0      | \$1,784           |           |
| 16       | Modified Bitumen Roofing      | \$15,986        | \$11,032       | \$2,078          | \$0           | \$13,110         | 82%                                | \$2,878  | \$656             |           |
| 17       | Caulking/Sealants             | \$4,770         | \$1,650        | \$1,075          | \$0           | \$2,725          | 57%                                | \$2,045  | \$136             |           |
| 18       | Skylight                      | \$1,867         | \$1,867        | \$0              | \$0           | \$1,867          | 100%                               | \$0      | \$93              |           |
| 19       | Hollow Metal Frames & Doors   | \$35,234        | \$35,234       | \$0              | \$0           | \$35,234         | 100%                               | \$0      | \$1,762           |           |
| 20       | Wood Doors                    | \$26,320        | \$0            | \$26,320         | \$0           | \$26,320         | 100%                               | \$0      | \$1,316           |           |
| 21       | Folding Partition             | \$18,615        | \$0            | \$0              | \$0           | \$0              | 0%                                 | \$18,615 | \$0               |           |
| 22       | Glass & Glazing               | \$38,313        | \$0            | \$35,018         | \$0           | \$35,018         | 91%                                | \$3,295  | \$1,751           |           |
| 23       | Finish Hardware               | \$44,833        | \$0            | \$41,503         | \$3,330       | \$44,833         | 100%                               | \$0      | \$2,242           |           |
| 24       | Lath & Plaster                | \$9,980         | \$0            | \$6,088          | \$0           | \$6,088          | 61%                                | \$3,892  | \$304             |           |
| 25       | Drywall                       | \$132,192       | \$126,243      | \$5,949          | \$0           | \$132,192        | 100%                               | \$0      | \$6,610           |           |

10/11/2006  
10/11/2006

150112000  
4037

[illegible]

AI-1012

18.I.4.

**"Physician Services for Sex Offender Group Therapy Program"**

**CC REGULAR**

**Date:** 11/07/2006

**Submitted By:** Veronica Gutierrez, PURCHASING DEPT.

**Submitted For:** Marty Salazar

**Department:** PURCHASING DEPT.

**Agenda Area:** Purchasing Department

**Purchasing only:** Adult Probation

---

**Agenda Item**

**CAPTION**

Presentation for consideration, discussion, acceptance and approval/ratification of the negotiated contract with Jerry Amaya for "Physician Services for Sex Offender Group Therapy Program" for Hidalgo County Community Supervision & Corrections Department.

**BACKGROUND**

Contract is effective November 01, 2006 through August 31, 2008.

---

**Revenue & Expenditures**

**FISCAL YEAR:** 2006

**ACCT. #:** 6-1297-423-00-320-002-6-339

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

**FISCAL YEAR:** 6

**ACCT. #:** 6-1297-423-00-320-002-6-339

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Available funds : \$13,792.50 as of 11-2-06

---

**Attachments**

Link: [Jerry Amaya Contract](#)

Confidential documents are indicated with a **(c)**.

---

**Form Routing/Status**

| Route Seq | Inbox                 | Approved By      | Date                | Status |
|-----------|-----------------------|------------------|---------------------|--------|
| 1         | Purchasing Department | Marty Salazar    | 11/01/2006 03:38 PM | APRV   |
| 2         | Budget & Management   | Dina Trevino     | 11/01/2006 05:08 PM | APRV   |
| 3         | Mario Betancourt      | Mario Betancourt | 11/02/2006 10:01 AM | APRV   |
| 4         | Auditor's Office      | Linda Fong       | 11/03/2006 09:44 AM | APRV   |
| 5         | Linda Fong            | Linda Fong       | 11/03/2006 11:19 AM | APRV   |
| 6         | Mike Escaname         | Mike Escaname    | 11/03/2006 11:53 AM | APRV   |
| 7         | Agenda Coordinator    | Monica Badillo   | 11/03/2006 01:13 PM | APRV   |

**Form Started By:** Veronica Gutierrez

**Started On:** 11/01/2006 03:16 PM

**Final Approval Date:** 11/03/2006

---

**SERVICES  
OPERATIONS AGREEMENT  
FOR  
COMMUNITY SUPERVISION AND  
CORRECTIONS DEPARTMENT**

This Operations Agreement (the "AGREEMENT") is made and entered into by and between Community Supervision and Corrections Department ("DEPARTMENT"), a political entity of the Judicial District and

Jerry Amaya License#003605-038272 ("VENDOR")

2442 Adrian St. Address

Harlingen, Texas 78552 City, State, Zip

as of the 1st day of November, 2006.

**WITNESSETH:**

NOW, THEREFORE, for and in consideration of the foregoing, the mutual benefits contemplated hereby and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**APPOINTMENT OF VENDOR; TERM**

Appointment of VENDOR. In accordance with the terms and conditions set forth herein, and in consideration of the Payments hereinafter provided, VENDOR is hereby appointed to provide to DEPARTMENT, and VENDOR hereby agrees to furnish to DEPARTMENT, the Services provided for herein.

Term. This AGREEMENT is effective on the date set forth in the initial paragraph hereof and shall continue until August 31, 2008, unless it is terminated earlier pursuant to the provisions hereof, provided, however, that DEPARTMENT shall have the option to renew and extend this AGREEMENT for a period of one year (with such changes as to which VENDOR shall agree), upon the giving to VENDOR a written notice of such intention no later than thirty (30) days prior to the expiration of the initial term.

**ARTICLE I  
RATES, MINIMUM REQUIREMENTS, AND STATEMENT OF SERVICES**

1.1 Vendor Rates. DEPARTMENT agrees to make Payments to VENDOR for the delivery of Services, not to exceed \$29,000 per year for November 1, 2006, through August 31, 2008. VENDOR acknowledges that the total dollar amount of the AGREEMENT is subject to change, at department's discretion, based on needs and circumstances that arise within the overall DEPARTMENT program. VENDOR agrees to the following rates for services:

\$80.00 per group hour, not to \$29,000 per year

1.3 Services. The VENDOR shall, in accordance with the terms of this AGREEMENT, provide all necessary personnel, equipment, materials, supplies, facilities, and services (except as may be furnished by the DEPARTMENT as specified in writing as part of this AGREEMENT) and do all things necessary for, or incidental to, the provision of the services listed as follows:

**Provide Group therapy which utilizes cognitive-behavioral treatment approaches for the clients referred by the Sex Offender Program Community Supervision Officer and/or Specialized Caseload Section Supervisor .**

**Prepare and submit the following to the Community Supervision Officer:**

1. **A verification of a signed treatment contract**
2. **A written treatment plan within 30 days after the sex offender is enrolled in a treatment program and an updated treatment plan, as needed.**
3. **A report, by the 15<sup>th</sup> day of each month, stating the total number of counseling sessions attended by the client and his/her progress/regress.**
4. **Notify the Community Supervision Officer of the following by the end of the next business day;**
  - a. **Any failure to attend treatment. Serious non-compliance with the treatment program, such as continued non-compliance or refusal to complete homework assignments, inappropriate or aggressive behaviors, poor participation and failure to pay treatment fees.**
  - b. **When the need arises to unsuccessfully terminate or suspend the offender from treatment. Termination shall not occur without communication with the Community Supervision Officer.**
  - c. **A change in treatment provider shall not occur without communication with the Community Supervision Officer.**
  - d. **Engaging in high-risk behavior and/or violating supervision condition or treatment rules.**
  - e. **A report or summary detailing the reasons for termination or suspension from the treatment program and recommendations for further case management.**

**Provide on-going consultation to the Community Supervision Officer as may be deemed necessary by Department, Vendor or Community Supervision Officer.**

**The CSCD will provide facilities to hold such group sessions.**

1.7 Diagnosis. In its treatment or provision of services to Defendants, VENDOR shall:

- a) **Provide appropriate treatment or services as designated by DEPARTMENT;**
- b) **Coordinate with DEPARTMENT to identify needs of Defendants that are beyond the scope of VENDOR'S Services and make appropriate referrals in such circumstances; and**
- c) **Develop and implement procedures for Services (or referrals) for Defendants with dual diagnosis and/or mental and physical disabilities.**

1.8 Participation. In order to ensure maximum participation of Defendants in its program, VENDOR shall:

- a) **Contact DEPARTMENT within twenty-four (24) hours whenever any Defendant fails to comply with his or her recommended treatment or participation in services, including failure to show for initial appointment or unauthorized departures;**

- b) Document on a weekly basis the Defendant's level of participation and compliance with treatment or service goals and objectives; and
- c) The VENDOR must maintain a signature log of all face-to-face contacts with the Defendant. The log must contain what service was performed, the time, date, and be signed by the counselor and the Defendant.

1.9 Discharge. The discharge of any Defendant shall be made in accordance with the following:

- a) Prior to discharge, VENDOR shall schedule and coordinate with Defendant's community supervision officer or designee to evaluate if any additional services are required for Defendant. A copy of each Defendant's discharge plan and discharge summary shall be submitted to DEPARTMENT within three (3) days of such discharge; and
- b) Under no circumstances may VENDOR discharge any Defendant without having furnished DEPARTMENT with prior written notification thereof.

1.10 Referrals. The DEPARTMENT retains control over the Defendants referred to VENDOR for the provision of services. If the Defendant is determined to be in need of additional or different services, the Defendant is to be referred back to the DEPARTMENT for further action. The process by which this action will occur will be addressed in the Operations Plan.

1.11 No-Shows. DEPARTMENT will not pay the full rate to VENDOR for Defendants who fail to attend sessions or meetings

1.12 Court Testimony. VENDOR agrees to provide testimony in court, if required, at no additional cost to the DEPARTMENT.

1.13 Policies and Procedures. The Services for Defendants shall include policies and procedures for admission and discharge, discharge planning, participation in treatment, transportation (as necessary), safety and security, clinical supervision, referral activities, house management and government (as applicable), documentation of Services, and incident reporting and resolution, which shall be in writing and available to DEPARTMENT prior to implementation. VENDOR shall notify the DEPARTMENT in writing of deviations from such policies and procedures, whether temporary or permanent.

1.15 Coordination with DEPARTMENT. VENDOR shall coordinate the following tasks with the DEPARTMENT:

- a) Develop alternatives to be utilized for incidents of non-compliance with program rules;
- b) Submit progress reports on each Defendant, indicating progress and compliance/non-compliance with program;
- c) Participate in meetings as the DEPARTMENT directs; and
- d) Comply with DEPARTMENT operational policies and procedures as set forth by the DEPARTMENT Program and/or the State program.

1.16 Definitions. The following terms used in this AGREEMENT shall, unless the context indicates otherwise, have the meanings set forth below:

AGREEMENT - means this Operations AGREEMENT with all exhibits hereto.

Contract Monitor - means the Person(s) designated by DEPARTMENT as such to ensure that VENDOR complies with the terms hereof, by conducting performance audits of the Operational Plan and financial audits of the Program Budget, if applicable.

Counselor - means a Person with appropriate licensure who renders counseling or counseling-related services to an individual, group, organization, corporation, institution, or the general public for compensation.

Defendant - means each individual who receives Services from VENDOR hereunder who qualifies for Services and who has been ordered by a court of legal jurisdiction to participate in receiving Services.

DEPARTMENT Policies - means all written policies, procedures, standards, guidelines, directives, and manuals of DEPARTMENT, as same may be amended from time to time, which DEPARTMENT has made available to VENDOR and with which VENDOR has an affirmative obligation to be and remain familiar.

Facility - means the licensed treatment facility where VENDOR will provide Services pursuant to the terms hereof or a Community Corrections Facility as operated by the DEPARTMENT.

Licensure Rules - means the terms and provisions contained in applicable regulatory guidelines.

Midnight Strength Report - means the official numerical count of the number of Defendants who are Residents present at the Facility at the end of each day calculated at 12:00 midnight, which number shall not include any Defendants who were previously removed on that day. Defendants on a temporary leave for less than forty-eight (48) hours shall be included in the count.

Monthly Invoice - means that certain form or electronic reporting mechanism that VENDOR shall prepare and submit to DEPARTMENT no later than the seventh (7th) day after the end of the preceding month, based on the VENDOR Rate and yielding the Monthly VENDOR Payment to be made by DEPARTMENT, a copy of which form is attached hereto as Exhibit B.

Operational Plan - means the written operating and audit system devised jointly by DEPARTMENT and VENDOR prior to and during the term hereof pursuant to VENDOR'S policies and procedures submitted in response to the RFP or ITB (if applicable) whereby the delivery of Services shall be evaluated and monitored, including the Performance Measures to track and evaluate achievement results of Defendants, which plan shall contain a mechanism for monthly self-monitoring reports by VENDOR.

Outpatient - means any Defendant who receives Services on an hourly basis pursuant to the terms hereof and who is not a resident in the facility providing treatment.

Payment or Payments - means amount(s) agreed to be paid by DEPARTMENT to VENDOR.

Payment to VENDOR - means the mathematical product of the following: (a) Resident Defendants at non-CCFs: the VENDOR Rate calculated by the number of verified Defendants

according to the Midnight Strength Report for each day of the billing month; (b) Outpatient Defendants: the VENDOR Rate calculated by the number of verified Defendants for each hour and billing day for which Outpatient Services were rendered in the billing month.

Performance Measures - means the standards whereby VENDOR and DEPARTMENT will determine the effectiveness of the Services, as set forth in Article I hereto.

Person - means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, court or other tribunal, or government or any agency or political subdivision thereof.

Program Budget - means the financial management system of proposed revenue and expenditures that VENDOR submitted in response to the ITB or RFP, if applicable (as same may have been amended prior to the execution hereof), whereby VENDOR implements and maintains its books regarding income and expenditures in the provision of Services at the Facility in accordance with the approved Program Budget (i.e., a program-specific accounting or bookkeeping system).

Resident - means any Defendant who resides at the Facility and receives Services pursuant to the terms hereof.

RFP - means that certain Request for Proposal issued by DEPARTMENT for the purpose of soliciting proposals to render Services and with respect to which VENDOR responded and was awarded this AGREEMENT, if applicable.

Services - means the delivery by VENDOR of the chemical dependency program as set forth in this AGREEMENT and exhibits and as outlined in VENDOR'S response to the ITB or RFP, if applicable.

Term - means the duration of this AGREEMENT as specified in Article I.

VENDOR - means "Name of provider."

Vendor Rate - means the amount paid by Department to VENDOR per day or per hour during the term hereof, determined in accordance with the rates set forth in Article I.

- 1.19 Other: **The Vendor shall submit the billing statement to the CSCD, P.O. Box 2528 McAllen, Texas 78502, only after the service has been rendered. The Vendor shall ensure that the billing statement be received by the 10<sup>th</sup> day of each month.**  
**The Vendor shall treat the client's record as confidential in accordance with federal regulations and state laws. The Vendor shall release information as indicated in the Release of Confidential Information. This form is required in order to effect the necessary exchange of information between the department and the Vendor (Exhibit D).**  
**The Vendor shall adopt and implement workplace guidelines concerning persons with AIDS and HIV infection and shall also develop and implement guidelines regarding confidentiality of AIDS and HIV related medical information for employees of said Vendor and for clients, inmates, patients and residents served by the Vendor in accordance with the provisions found in Acts 1989, 71<sup>st</sup> Leg., Ch. 1195, Section 5.03 and Section 5.04.**



## **ARTICLE II REPRESENTATIONS AND WARRANTIES**

VENDOR represents and warrants to and for the benefit of DEPARTMENT with the intent that DEPARTMENT rely thereon for the purposes hereof, the following:

2.1 Legal Status. VENDOR (1) is a validly organized and constituted sole proprietorship or partnership in the jurisdiction in which it is formed and in good standing therein; or, is a corporation duly incorporated and validly existing under the laws of the jurisdiction in which it is incorporated and in good standing therein; (2) is duly qualified to conduct business in the State of Texas; and (3) has legal power and authority to own or lease its properties and conduct its business as presently conducted.

2.2 Authorization. The making and performance of this AGREEMENT have been duly authorized by all necessary action and will not violate any provision of current law or VENDOR'S charter or by-laws. The AGREEMENT has been duly executed and delivered by VENDOR and, assuming due execution and delivery by DEPARTMENT, constitutes a legal, valid, and binding AGREEMENT enforceable against VENDOR in accordance with its terms.

2.3 Taxes. VENDOR has filed all necessary federal, state, and foreign income and franchise tax returns and has paid all taxes as shown to be due thereon, including penalties and interest, or provided adequate reserves for payment thereof, except to the extent that same have become due and payable but are not yet delinquent, and except for any taxes and assessments of which the amount applicability or validity is currently being contested in good faith by appropriate proceedings.

2.4 No Child Support Owing. In accordance with 231.006 of the Texas Family Code, no person who is the sole proprietor, a partner, a shareholder, or an owner of twenty-five percent (25%) or more of VENDOR and who is now more than thirty (30) days delinquent in paying court ordered approved child support may receive payment from state funds under a contract. Under Section 231.006, Family Code, VENDOR certifies that it is not ineligible to receive the Payments and acknowledges that this AGREEMENT may be terminated and Payments may be withheld if this certification is inaccurate.

2.5 Use of Payments. No part of the Payments made to VENDOR will be expended for any consultant fees, honorariums, or any other compensation to any employee of DEPARTMENT or for unallowable costs set forth on Exhibit A. VENDOR shall expend Payments made hereunder solely for providing direct services and for reasonable and allowable expenses directly related to the provision of Services.

2.6 Non-Discrimination. In the performance hereof, VENDOR warrants that it shall not discriminate against any employee, subcontractor, or Defendant on account of race, color, handicap, religion, sex, national origin, age, or those who have or are perceived to have a handicap because of AIDS or HIV infection, antibodies to HIV, or infection with any other probable causative agent of AIDS. VENDOR shall include the provisions of this paragraph regarding non-discrimination in each of its contracts with subcontractors so that such provisions will be binding upon each subcontractor.

2.7 Non-Collusion. VENDOR warrants that no Person, other than a bona fide employee, has been employed to solicit or secure this AGREEMENT with DEPARTMENT, and VENDOR has not paid or agreed to pay any Person, other than a bona fide employee, any fee, commission, percentage, or brokerage fee, gift, or any other consideration, contingent upon or resulting from the execution hereof. For breach or violation of this provision, DEPARTMENT shall have the right to terminate this AGREEMENT without liability, or at its discretion to deduct from Payments, or otherwise recover, the full amount of such fee, commission, brokerage fee, gift, or contingency fee.

### **ARTICLE III GENERAL CONDITIONS**

- 3.1 Health and Safety. VENDOR shall ensure that adequate measures are taken to protect the health and safety of each Defendant while receiving Services.
- 3.2 Staff Training. VENDOR shall ensure that all staff providing direct Services receive continuing education and training as needed or required and that such education and training is documented.
- 3.3 Duties and Obligations. VENDOR shall provide the Services at the Facility(ies) in compliance with applicable federal and state law, including all constitutional, legal and court ordered requirements, whether now in effect or hereafter effected or implemented, and in accordance with the Operational Plan, if required. The Operational Plan shall contain procedures for assumption of Services by DEPARTMENT in the event of VENDOR'S bankruptcy or inability to perform its duties hereunder.
- 3.4 Visitation by State Employees. VENDOR shall at all times allow employees/agents of the Governor, members of the Legislature and all other members of the Executive and Judicial branches of the State of Texas, the Contract Monitor, and any other persons designated by the DEPARTMENT and/or the Texas Board of Criminal Justice to monitor the delivery of Services and contract compliance of the VENDOR.
- 3.5 No Subcontractors. No subcontractor may be utilized by VENDOR unless DEPARTMENT has furnished prior written approval.
- 3.6 Placement of Defendants. DEPARTMENT shall have sole authority to assign and transfer Defendants to and from the facility or program and, as appropriate, may specify services for any such Defendants during the term of this agreement.
- 3.7 Confidentiality. When applicable, records of identity, diagnosis, prognosis, or treatment of any Defendant through this AGREEMENT shall be confidential and may be disclosed only in accordance with applicable laws. No information may be released without the Defendant's written consent as documented by a signed information release form. VENDOR shall notify department in writing if any legal process requires disclosure of a Defendant's record and shall obtain written acknowledgment of same from DEPARTMENT'S Authorized Representative.
- 3.8 Termination at Will. Either party may terminate this AGREEMENT for any reason whatsoever, without cause and at any time, by furnishing to the other party thirty (30) days prior written notice. DEPARTMENT'S only obligation for terminating this AGREEMENT pursuant to this section shall be the payment to VENDOR of Payments earned hereunder up to the date of termination. VENDOR's only obligation for terminating this AGREEMENT pursuant to this section shall be to provide Services until the date of termination. Neither VENDOR nor DEPARTMENT shall thereafter be entitled to any other compensation.
- 3.9 Record Retention. All records shall be the property of DEPARTMENT. All records (electronic or paper) pertinent to the provisions of Services hereunder shall be retained by the VENDOR for a period of five years with the following qualification: If any audit, litigation or claim is started before the expiration of the five-year period, the records shall be retained until all audits, litigation, claims, or other findings involving the records have been resolved. The retention period for all records begins after DEPARTMENT has made the final Payment in accordance with this AGREEMENT. At the end of the five-year period, VENDOR will request disposition instructions from DEPARTMENT.

## ARTICLE IV ADMINISTRATION AND FISCAL SYSTEM

- 4.1 Administrative Controls. VENDOR shall establish, document and maintain adequate administrative, financial, and internal controls to ensure that only allowable and reasonable costs are expended under this AGREEMENT.
- 4.2 Governing Board Responsibility. The appropriate governing board or entity of VENDOR shall bear full responsibility for the integrity of the Program Budget, where required, including accountability for all Payments, compliance with DEPARTMENT policies, and applicable federal and state laws and regulations. Ignorance of any AGREEMENT provisions or other requirements contained herein shall not constitute a defense or basis for waiving or appealing such provisions or requirements.
- 4.3 Conflict of Interest. VENDOR shall not refer defendants for additional services without prior written approval of the DEPARTMENT. VENDOR shall develop and implement written internal policies that may be reviewed by the DEPARTMENT to ensure that members of the governing board, contractual personnel, consultants, volunteers, and employees do not use their positions with the VENDOR for a purpose that is, or gives the appearance of being, motivated by a desire for personal gain or gain by a family member.
- 4.4 Remuneration. Staff of VENDOR shall not pay or receive any commission, consideration, or benefit or any kind related to the referral of a Defendant for treatment or engage in fee-splitting with other professionals.
- 4.5 Audits. VENDOR agrees to furnish DEPARTMENT and/or TDCJ with such information as may be required relating to the Services rendered hereunder. VENDOR shall permit DEPARTMENT to audit and inspect records and reports and to evaluate the performance of Services at any time. VENDOR shall provide reasonable access to all the records, books, reports, and other necessary data and information needed to accomplish review of program activities, services, and expenditures, including cooperation with DEPARTMENT in its performance of random or routine audits to determine the accuracy of VENDOR reports.
- 4.6 Independent Audit. VENDORS whose total funding from DEPARTMENTS (CSCDs) statewide exceeds \$100,000 must provide an independent audit on the funds received for each fiscal year (September 1 – August 31). These audits must be submitted to TDCJ-CJAD by December 31 following the end of the fiscal year.
- 4.7 Disclosure. VENDOR is required to immediately or timely, as the case may be, disclose to DEPARTMENT and TDCJ-CJAD the following:
- (a) If any Person who is an employee or director of VENDOR is required to register as a lobbyist under Texas Government Code Chapter 305, at any time during the term hereof, VENDOR shall provide to DEPARTMENT and TDCJ-CJAD timely copies of all reports filed with the Texas Ethics Commission as required by Chapter 305;
  - (b) If any Person who is an employee, subcontractor, or director of VENDOR is or becomes an elected official (i.e., an elected or appointed state official or member of the judiciary, or a United States congressman or senator), during the term hereof;
  - (c) Report any actions or citations by federal, state, or local governmental agencies that may affect VENDOR'S licensure status or its ability to provide Services hereunder.

- 4.8 Withhold Payments. The DEPARTMENT may withhold Payments for any ineligible claims including inadequate or untimely monthly invoices until such time as the ineligible, inadequate or untimely claim is resubmitted and/or corrected by VENDOR. VENDOR agrees to return any unearned amounts paid by the DEPARTMENT within thirty (30) days following the final date of the contact period, or at the DEPARTMENT'S option, within thirty (30) days following the DEPARTMENT'S delivery to VENDOR a notice that amounts paid are to be returned to DEPARTMENT.
- 4.9 Accounting Records. VENDOR agrees to maintain a separate accounting or bookkeeping system specifically isolating the revenue and expenditures associated with this AGREEMENT in accordance with fund accounting principles.
- 4.10 Payments to VENDOR. VENDOR shall submit Monthly Invoices (in writing or electronically) as required herein and shall receive Payments from DEPARTMENT based thereon, subject to the provisions in this AGREEMENT. VENDOR will provide an itemized list of Services performed during the invoice period, including the names of all Defendants served, the service provided, and the amount of time rendered with each. DEPARTMENT agrees to pay VENDOR within thirty (30) days after receipt of the Monthly Invoice (Exhibit B).
- 4.11 Discharges for Defendant Absence. Defendants on furlough or authorized absence from a residential facility, where an applicable provision of service, in excess of forty-eight (48) hours will be terminated and readmitted upon their return.
- 4.12 Residential Services Billed According to Midnight Strength Rule: Non-Community Corrections Facility (CCF) VENDORS providing residential services shall charge the DEPARTMENT for clients according to the Midnight Strength Report.
- 4.13 Peer or Group-Controlled meetings. The VENDOR shall not, under any circumstances, bill the DEPARTMENT for peer or group-controlled meetings and such meetings shall not be counted toward the minimum treatment/counseling session requirements set forth herein.
- 4.14 Specific Measures. All terms of this AGREEMENT are subject to monitoring and verification; however, the VENDOR must have available for the DEPARTMENT'S inspection records to support performance of those measures outlined in Article I herein.
- 4.15 Equipment. Title to any equipment purchased in excess of \$1,000.00 per unit cost (e.g., keyboard, monitor, and CPU are one unit) will vest with the Texas Department of Criminal Justice if such equipment is purported to be a direct expense to the program per submitted vendor budget if applicable. Items in excess of \$1,000 per unit that are depreciated (useful life) or placed in a use allowance will not be considered for ownership by TDCJ.
- 4.16 Misspent Funds. The VENDOR will refund expenditures of the VENDOR that are contrary to this AGREEMENT and deemed inappropriate by the DEPARTMENT or designee.
- 4.17 Other Revenues for Additional Services. VENDOR may collect additional revenues from other sources only for services exceeding those requirements in Article I and Exhibit A.
- 4.18 Other Revenue for Proposed Services. The prices quoted in this AGREEMENT are the full cost of treatment or service provision. Any fees, food stamps, or other revenues collected on behalf of the Defendant for client services provided for in this AGREEMENT must be used to reduce cost per unit of service per Defendant under this AGREEMENT.

## **ARTICLE V DEFAULT AND TERMINATION**

5.1 Default by VENDOR. Each of the following shall constitute an Event of Default on the part of VENDOR:

- a. A material failure to keep, observe, perform, meet, or comply with any covenant, term, or provision hereof, which failure continues for a period of twenty (20) days after receipt of VENDOR of written notification thereof;
- b. (1) Admit in writing its inability to pay its debts; (2) make a general assignment for the benefit of creditors; (3) suffer a decree or order appointing a receiver or trustee for it or substantially all of its property, and, if entered without its consent, same is not stayed or discharged within sixty (60) days of such decree or order, (4) suffer filing under any law relating to bankruptcy, insolvency, or the reorganization for relief of debtors by or against it and, if contested by it, not to be dismissed or stayed within sixty (60) days of such filing; or (5) suffer any judgment, writ of attachment or execution, or any similar process issued or levied against a substantial part of its property that is not released, stayed, bonded, or vacated within sixty (60) days after such issuance or levy; and
- c. The discovery by DEPARTMENT that any statement, representation of warranty in this AGREEMENT is false, misleading, or erroneous in any material respect.

5.2 Remedy of DEPARTMENT. Upon the occurrence of an Event of Default by VENDOR, DEPARTMENT shall notify VENDOR of such Event of Default, and subject to the time provisions of Section 5.1 hereof, DEPARTMENT shall have the right to pursue any remedy it may have at law or in equity, including, but not limited to, (a) suspend referral of Defendants; (b) suspend payment; (c) taking action to cure the Event of Default, in which case DEPARTMENT may offset against any Payments owed to VENDOR all reasonable costs incurred by DEPARTMENT in connection with its efforts to cure such Event of Default; and (d) termination and removal of VENDOR as provider of Services. In the event of VENDOR'S removal due to an Event of Default, DEPARTMENT shall have no further obligations to VENDOR after such removal and in such event, VENDOR agrees to cooperate with DEPARTMENT regarding a transition to new provider of Services.

5.3 Default by DEPARTMENT. The following shall constitute an Event of Default on the part of DEPARTMENT: failure by DEPARTMENT to pay within thirty (30) days after Payment is due any Payment required to be paid pursuant to the terms hereof, provided such failure to pay shall not constitute an Event of Default if the Comptroller of the State of Texas has withheld any payments pursuant to statutory authority.

5.4 Remedy of VENDOR. Upon an Event of Default by DEPARTMENT, VENDOR'S sole remedy shall be to terminate this AGREEMENT. Upon such termination, VENDOR shall be entitled to receive Payment from DEPARTMENT for all Services satisfactorily furnished hereunder up to and including the date of termination.

5.5 AGREEMENT Subject to Availability of Funds. This AGREEMENT will be subject to the availability of funds as appropriated by the State Legislature and as made available by the Community Justice Assistance Division of the Texas Department of Criminal Justice. If such funds become reduced or unavailable, this AGREEMENT shall be subject to immediate modification, reduction or termination.

## ARTICLE VI INSURANCE AND INDEMNIFICATION

6.1 Insurance. VENDOR shall provide an adequate plan of insurance that provides: (1) coverage to protect DEPARTMENT and the State against all claims, including claims based on violations of civil rights arising from the Services performed by VENDOR; (2) coverage to protect the State from actions by a third party against VENDOR or any subcontractor of VENDOR; and (3) coverage to protect the State from actions by officers, employees, or agents of VENDOR or any subcontractor(s). VENDOR shall maintain the following insurance coverage in full force and effect for the mutual protection and benefit of DEPARTMENT, the State and VENDOR with the amounts and coverages as required by law, in accordance with the following:

- A. Claims that may arise out of or result from VENDOR'S actions/operations hereunder, whether such actions/operations are by VENDOR or by a subcontractor of VENDOR, or by anyone directly or indirectly employed by or acting on behalf of VENDOR or a subcontractor where liability may arise for:
  - 1. Claims under workers compensation disability benefits, and other similar employee benefit actions;
  - 2. Claims for damages because of bodily injury, occupational sickness or disease, or death of any VENDOR employees;
  - 3. Claims for damages because of bodily injury, sickness or disease or death of any Person other than VENDOR'S employees;
  - 4. Claims for damages insured by usual personal liability coverage that are sustained by (a) any Person as a result of an act directly or indirectly related to the employment of such Person by VENDOR, or by (b) any other Person;
  - 5. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom;
  - 6. Claims for damages based on violations of civil rights;
  - 7. Claims for damages arising from fire and lightning and other casualties.
- B. VENDOR shall obtain and maintain in force insurance coverage in accordance with all applicable law and accepted industry standards during the term they are engaged hereunder. In addition, VENDOR shall maintain a liability insurance policy in an amount not less than \$100,000 for each person and \$300,000 for each single occurrence for bodily injury or death and \$100,000 for each single occurrence for injury to or destruction of property.
- C. Certifications/policies of insurance shall be filed with DEPARTMENT prior to execution of this AGREEMENT. VENDOR shall notify DEPARTMENT within fifteen (15) days of cancellation of any policy required herein.
- D. Compliance with the foregoing insurance requirements shall not relieve VENDOR from any liability under the indemnity provisions.

6.2 Indemnification. VENDOR shall indemnify and save the DEPARTMENT, the Texas Board of Criminal Justice, the Texas Department of Criminal Justice, the State of Texas, and its officers, agents and employees (hereinafter, collectively referred to as the "State") harmless from and against any and all claims arising from the conduct, management or performance hereof, including, without limitation, any and all claims arising from any condition herein or arising from any breach or default on the part of VENDOR in the performance of any covenant or agreement on its part to be performed, or arising from any act of negligence of VENDOR, or licensees or arising from any accident, injury or damage whatsoever caused to any person, firm or corporation and from and against all costs, reasonable attorney's fees, expenses and liabilities incurred in or about any such claim, action or proceeding brought against the State by reason of any such claim. In any such action brought against the State, VENDOR, upon notice from the State, shall defend against such action or proceeding by counsel satisfactory to the State, unless such action or proceeding is defended against by counsel for any carrier of liability insurance provided for herein. The aforementioned indemnification shall not be affected by a claim that negligence of DEPARTMENT, the State, or their respective agents, contractors, employees or licensees contributed in part to the loss or damage indemnified against.

## **ARTICLE VII INDEPENDENT CONTRACTOR**

VENDOR is associated with DEPARTMENT only for the purposes and to the extent set forth herein, and with respect to the performance of Services hereunder, VENDOR is and shall be an independent contractor and shall have the sole right to supervise, manage, operate, control, and direct the performance of the details incident to its duties hereunder. Nothing contained herein shall be deemed or construed to create a partnership or joint venture, to create the relationships of an employer-employee or principal-agent, or to otherwise create any liability for DEPARTMENT whatsoever with respect to the indebtedness, liabilities, and obligations of VENDOR or any other party. VENDOR shall be solely responsible for (and DEPARTMENT shall have no obligation with respect to) payment of all Federal Income, F.I.C.A., and other taxes owed or claimed to be owed by VENDOR, arising out of VENDOR's association with DEPARTMENT pursuant hereto, and VENDOR shall indemnify and hold DEPARTMENT harmless from and against any and all liability from all losses, damages, claims, costs, penalties, liabilities, and expenses howsoever arising or incurred because of, incident to, or otherwise with respect to any such taxes.

## **ARTICLE VIII MISCELLANEOUS PROVISIONS**

8.1 Inconsistencies. Where there exists any inconsistency between this AGREEMENT and other provisions of collateral contractual Agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.

8.2 Severability. Each paragraph and provision hereof is severable from the entire AGREEMENT and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

8.3 Prohibition Against Assignment. There shall be no assignment or transfer of this AGREEMENT without the prior written consent of both parties.

8.4 Law of Texas. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in the county of the applicable judicial district in which this agreement was entered.

8.5 Notices. All notices called for or contemplated hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or forty-eight (48) hours after mailed to each party by certified mail, return receipt requested, postage prepaid.

8.6 Entire. This AGREEMENT incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written AGREEMENT. No other prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless attached hereto and/or embodied herein.

8.7 Amendment. No changes to this AGREEMENT shall be made except upon written agreement of both parties.

8.8 Headings. The headings used herein are for convenience of reference only and shall not constitute a part hereof or affect the construction or interpretation hereof.

8.9 Counterparts. This AGREEMENT may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

8.10 Terminology and Definitions. All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

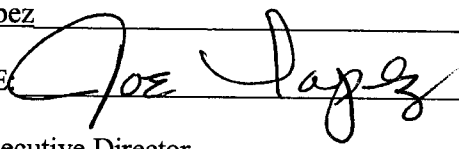


IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT including the Exhibits attached hereto and incorporated herein by reference to be executed as of the date first above written.

Executed in Hidalgo County, Texas by

DEPARTMENT: Hidalgo County  
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT

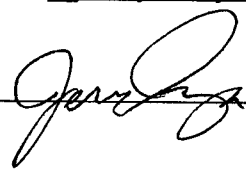
BY: Joe Lopez

SIGNATURE: 

TITLE: Executive Director

DATE: 11/1/06

VENDOR: Jerry Amaya License#003605-038272

BY: 

TITLE: \_\_\_\_\_

DATE: 11/1/06

## **EXHIBIT A**

### **Unallowable Costs**

Any item unallowable by State or any authorized agency, statute, policy, or procedure including, but not limited to, federal guidelines for operation of for-profit and not-for-profit entities;

Alcoholic beverages;

Bad debts;

Building and Land purchase, rental purchase, lease purchase, renovation;

Cash payments to intended recipients of Services;

Equipment items exceeding \$1,000 (CPU, Monitor and Keyboard are one unit) counted as a direct expense toward the program. Such items may be charged to the program only through an approved depreciation methodology.

Expenses or reimbursements to or on behalf of vendor-related entities for allowable indirect costs;

Expenses or costs reimbursed to vendor by other funds with respect to amounts paid by the CSCD for vendor services;

Fines and Penalties;

Firearm, Firearm Components, and Ammunition;

Fundraising; Marketing; and Advertising (advertising is allowable for personnel vacancies and procurement of goods and services only);

Legislative expenses for payment to any elected official from funds received from the CSCD;

Lobbying;

Payments to or on behalf of individuals related to principals of any vendor-affiliated organization(s) or to their employees, unless as allowable indirect costs or unless specific approval is received from the CSCD; and

Tobacco Products.

**AI-1068**

**19.A.**

**Interlocal Agreement ESD #2  
CC REGULAR**

**Date: 11/07/2006**

**Submitted By: Monica Badillo, BUDGET & MANAGEMENT**

**Department: BUDGET & MANAGEMENT**

---

**Agenda Item**

**CAPTION**

Approval of Interlocal Agreement between County of Hidalgo and Hidalgo County Emergency Services District #2

**BACKGROUND**

---

**Revenue & Expenditures**

---

**Attachments**

**Link: Interlocal Agreement**

**Confidential documents are indicated with a (c).**

---

**Form Routing/Status**

**Route Seq Inbox Approved By Date**

**Status**

**Form Started By:** Monica Badillo **Started On:** 11/03/2006 04:52 PM

**Final Approval Date:** 11/03/2006

---

## ATLAS &amp; HALL, L.L.P.

ATTORNEYS AT LAW

PROFESSIONAL ARTS BUILDING • 818 PECAN

P.O. BOX 3725

MCALLEN, TEXAS 78502-3725

TELEPHONE (956) 682-5501

WEBSITE: www.atlashall.com

FAX (956) 688-6109

FAX COVER SHEET

\*\*\*\*\*

Important: This message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you receive the communication in error, please notify us immediately by telephone, and return the original message to us at the above address via the United States Postal Service. Thank you.

\*\*\*\*\*

Please deliver the following pages to:

Name: Valde Guerra  
Hidalgo County Budget  
Officer

Telecopier No. (956)292-7034  
Telephone No. (956)292-7025

From: Stephen L. Crain

Re: Hidalgo County Emergency Services District #2

Pages (including cover): 3

Date: November 3, 2006 Sent by: Marynel Time Sent: 8:40

MESSAGE: If the Constable and JP are in agreement, we can proceed. Have Risk Management determine if District needs to provide insurance.

IF YOU DO NOT RECEIVE ALL THE PAGES, PLEASE CALL (956) 682-5501.

HS 8 WY 3 NOV 2006

BUDGET OFFICE  
HIDALGO COUNTY

STATE OF TEXAS

COUNTY OF HIDALGO

§  
§  
§**INTERLOCAL AGREEMENT**

This **INTERLOCAL AGREEMENT** ("Agreement") is made by and among the **COUNTY OF HIDALGO** ("County"), and the **HIDALGO COUNTY EMERGENCY SERVICES DISTRICT #2**, ("DISTRICT") (sometimes collectively referred to as the "Parties" or individually referred to as the "Party") acting herein by and through their respective duly authorized officers or employees, and this Agreement shall be effective on the date it is executed by all the Parties hereto (the "Effective Date").

**PREMISES**

**WHEREAS**, Chapter 791 of the Texas Government Code authorizes local governments to contract with each other to provide governmental functions or services; and

**WHEREAS**, the County, acting for the benefit of the citizens of Hidalgo County, has acquired real property and associated facilities and operates these facilities for the benefit of its citizens; one such facility being located at 708 E. Edinburg Avenue, Elsa, Texas, and

**WHEREAS**, the District is an emergency management district created by the County and is charged with providing emergency ambulance services to Hidalgo County citizens within its designated operating area, and

**WHEREAS**, the District has need of a facility in which to hold public meetings in which to conduct its business, and

**WHEREAS**, the County and the District wish to enter into an agreement by which the County shall provide a facility in which the District may hold public meetings in which to conduct its business.

**AGREEMENT****I****TERM OF AGREEMENT**

**A. Agreement:** The Parties mutually agree that the County shall provide reasonable and adequate space and facilities to the District for the conduct of public meetings as needed at County building located at 708 E. Edinburg Avenue, Elsa, Texas, and

**B. Term:** The term of this Agreement shall be for twelve (12) months commencing on the Execution of this agreement. The term of this Agreement shall be automatically renewed for subsequent twelve (12) month periods, subject to the provisions of Section C below, and

HIDALGO COUNTY  
BUDGET OFFICE  
NOV 3 2006

**AI-953****19.F.****Purchase of Law Enforcement Equipment and associated Line-item Transfer  
CC REGULAR****Date:** 11/07/2006**Submitted By:** Nelda Olivarez, HIDTA**Submitted For:** Dora L. Munoz, HIDTA Commander**Department:** HIDTA**Agenda Area:** Budget and Management**Purchasing only:** Budget &  
Management

---

**Agenda Item****CAPTION**

HIDTA - Task Force:

The Hidalgo County H.I.D.T.A. Task Force is seeking approval to transfer \$11,036.32 of asset forfeiture funds for the pending purchase of the following law-enforcement equipment:

|                                                              |                   |
|--------------------------------------------------------------|-------------------|
| 1. One (1) Blackhawk Entry Micro Slege (Entry Tool)          | \$ 38.96          |
| 2. One (1) Blackhawk Super Bolt Master (Entry Tool)          | \$ 230.84         |
| 3. One (1) Blackhawk Battering Ram (Entry Tool)              | \$ 257.36         |
| 4. One (1) BlackKawk Gorilla Bar-Breaching Tool (Entry Tool) | \$ 175.46         |
| 5. One (1) Pro-Tech Ballistic Shield w/light                 | \$1,883.70        |
| 6. One (1) HAWK8A (surveillance equipment)                   | <u>\$8,450.00</u> |
| Total                                                        | \$11,036.32       |

The expenditures of funds will be in accordance with established Federal and County procedures.

**BACKGROUND**

---

**Revenue & Expenditures****FISCAL YEAR:****ACCT. #:** 6-1291-412-00-270-002-0-XXX**FUNDS AVAILABLE Y/N?:** Y**MATCHING FUNDS Y/N?:****BUDGETARY IMPACT:**

see attachment

---

**Attachments**Link: [Transfer#11](#)

Confidential documents are indicated with a (c).

---

**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Budget & Management   | Dina Trevino   | 10/31/2006 10:12 AM | APRV   |
| 2         | Dale Kennan           | Dale Kennan    | 10/31/2006 01:51 PM | APRV   |
| 3         | Purchasing Department | Marty Salazar  | 11/01/2006 02:57 PM | APRV   |
| 4         | Auditor's Office      | Linda Fong     | 11/02/2006 04:05 PM | APRV   |
| 5         | Mike Escaname         | Mike Escaname  | 11/03/2006 08:39 AM | APRV   |
| 6         | Linda Fong            | Linda Fong     | 11/03/2006 10:03 AM | APRV   |
| 7         | Agenda Coordinator    | Monica Badillo | 11/03/2006 10:32 AM | APRV   |

**Form Started By:** Nelda Olivarez**Started On:** 10/30/2006 02:18  
PM**Final Approval Date:** 11/03/2006



DATE: October 30, 2006

DEPARTMENT HEAD: Dora L. Munoz, H.I.D.T.A. Task Force Commander

DEPARTMENT NAME: Hidalgo County HIDTA Task Force / Grant Funds

ACCOUNT NUMBER: 6-1291-412-00-270-002-0-xxx (Forfeiture Fund)

SUBJECT: Budget Line-Item Transfers (s)

Transfer Number: 11

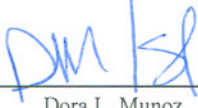


Honorable Commissioners' Court of Hidalgo County:

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

| FROM                         |                            | TO                           |                           |           |
|------------------------------|----------------------------|------------------------------|---------------------------|-----------|
| ACCOUNT NO.(S)               | ACCOUNT NAME               | ACCOUNT NO.(S)               | ACCOUNT NAME              | AMOUNT    |
| 6-1291-412-00-270-002-0- 336 | Computer Services          | 6-1291-412-00-270-002-0- 611 | Police Supplies           | 1,500.00  |
| 6-1291-412-00-270-002-0- 339 | Other Professional Service | 6-1291-412-00-270-002-0- 611 | Police Supplies           | 7,000.00  |
| 6-1291-412-00-270-002-0- 532 | Cell Phone                 | 6-1291-412-00-270-002-0- 611 | Police Supplies           | 3,000.00  |
| 6-1291-412-00-270-002-0- 532 | Cell Phone                 | 6-1291-412-00-270-002-0- 432 | Equip R&M Service         | 300.00    |
| 6-1291-412-00-270-002-0- 532 | Cell Phone                 | 6-1291-412-00-270-002-0- 521 | Bldg Insurance            | 200.00    |
| 6-1291-412-00-270-002-0- 532 | Cell Phone                 | 6-1291-412-00-270-002-0- 523 | Public Official Insurance | 200.00    |
| 6-1291-412-00-270-002-0- 532 | Cell Phone                 | 6-1291-412-00-270-002-0- 671 | Bldg R&M Supplies         | 300.00    |
| 6-1291-412-00-270-002-0- 532 | Cell Phone                 | 6-1291-412-00-270-002-0- 681 | Vehicle Parts & Supplies  | 500.00    |
|                              |                            |                              |                           |           |
|                              |                            |                              |                           |           |
|                              |                            |                              |                           |           |
| TOTAL                        |                            |                              |                           | 13,000.00 |

REASON: TO FUND UNANTICIPATED EXPENDITURES

  
 Dora L. Munoz  
 H.I.D.T.A. Task Force Commander

10/30/06  
 DATE

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

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

\_\_\_\_\_  
 Budget Officer

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

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

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

AI-970

19.G.

**Constable Pct.3-Stop Truancy-1,986.24**  
**CC REGULAR**

**Date:** 11/07/2006  
**Submitted By:** Dina Trevino, BUDGET & MANAGEMENT  
**Submitted For:** Valde Guerra  
**Department:** BUDGET & MANAGEMENT  
**Agenda Area:** Budget and Management

---

**Agenda Item**

**CAPTION**

Constable Pct. #3:

1. To de-obligate 1,986.24 for FY 2006 Stop Truancy on Patrol Grant ended Aug. 31, 2006.
2. To appropriate deobligated funds from the FY 2006 Stop Truancy on Patrol Grant into the County Wide Contingency account.

**BACKGROUND**

---

**Revenue & Expenditures**

**FISCAL YEAR:** **ACCT. #:** 6-1100-491-01-000-285-6-891  
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**  
**BUDGETARY IMPACT:**  
Deobligation of funds in the amount of 1986.24

**FISCAL YEAR:** **ACCT. #:** 6-1100-415-00-115-002-0-899  
**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**  
**BUDGETARY IMPACT:**  
Appropriation of deobligated funds in the amount of 1986.24

---

**Attachments**

Link: [Const. Pct. 3-to deobligate](#)

Confidential documents are indicated with a (c).

---

**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Budget & Management   | Dina Trevino   | 10/31/2006 03:32 PM | APRV   |
| 2         | Dale Kennan           | Dale Kennan    | 11/01/2006 09:28 AM | APRV   |
| 3         | Purchasing Department | Marty Salazar  | 11/01/2006 03:04 PM | APRV   |
| 4         | Auditor's Office      | Linda Fong     | 11/03/2006 08:45 AM | APRV   |
| 5         | Mike Escaname         | Mike Escaname  | 11/03/2006 11:15 AM | APRV   |
| 6         | Linda Fong            | Linda Fong     | 11/03/2006 11:16 AM | APRV   |
| 7         | Agenda Coordinator    | Monica Badillo | 11/03/2006 01:12 PM | APRV   |

**Form Started By:** Dina Trevino

**Started On:** 10/31/2006 01:54 PM

**Final Approval Date:** 11/03/2006

---



DATE: November 6, 2006

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: Dept. of Budget & Management c/o Const. Pct. 3-Stop Truancy Grant

ACCOUNT NUMBER: 6-1100-415-00-115-002-0-899 - County Wide Adm. - Contingency

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

Honorable Commissioners' Court of Hidalgo County:

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

| INCREASE/DECREASE<br>ACCOUNT NUMBER | ACCOUNT (OBJECT)<br>NAME       | AMOUNT     |
|-------------------------------------|--------------------------------|------------|
|                                     |                                |            |
|                                     |                                |            |
| 6-1100-491-01-000-285-6- 891        | Transfer Out-Desig. Purp Lvl 5 | (1,986.24) |
|                                     |                                |            |
| 6-1285-391-01-000-100-6- 000        | Transfer In - General Fund     | (1,986.24) |
|                                     |                                |            |
| 6-1100-415-00-115-002-0- 899        | County Wide Adm. - Contingency | 1,986.24   |
|                                     |                                |            |
|                                     |                                |            |
|                                     |                                |            |
|                                     |                                |            |
|                                     |                                |            |
|                                     |                                |            |
|                                     |                                |            |
| TOTAL BUDGET INCREASE (DECREASE)    |                                | 0.00       |

REASON:  
To de-obligated 1,986.24 that was appropriated for FY 06 STOP Truancy on Patrol Grant.  
Grant ended Aug. 31, 2006

DEPARTMENT HEAD SIGNATURE

/ /  
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

**AI-1034**

**19.H.**

**Adult Probation to Contingency  
CC REGULAR**

**Date:** 11/07/2006  
**Submitted By:** Dina Trevino, BUDGET & MANAGEMENT  
**Submitted For:** Adult Probation  
**Department:** BUDGET & MANAGEMENT

---

**Agenda Item**

**CAPTION**

Approval of Inter-dept. transfer from Adult Probation to Co. Wide Contingency -  
\$10,865.00

**BACKGROUND**

---

**Revenue & Expenditures**

**FISCAL YEAR:** **ACCT. #:** 6-1100-423-00-320-001-0-XXX

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

**BUDGETARY IMPACT:**

Total transfer in the amount of 10865.00  
From 432 in the amount of 10305.00 to Co Wide Contingency  
From 661 in the amount of 360.00 to Co Wide Contingency  
From 890 in the amount of 200.00 to Co Wide Contingency

---

**Attachments**

Link: [Adult Prob. to Contingency](#)

Confidential documents are indicated with a **(c)**.

---

**Form Routing/Status**

| Route Seq | Inbox                 | Approved By  | Date                | Status |
|-----------|-----------------------|--------------|---------------------|--------|
| 1         | Budget & Management   | Dina Trevino | 11/03/2006 03:20 PM | APRV   |
| 2         | Dale Kennan           | Dale Kennan  | 11/03/2006 03:34 PM | APRV   |
| 3         | Purchasing Department |              |                     | NEW    |
| 4         | Auditor's Office      |              |                     |        |
| 5         | Agenda Coordinator    |              |                     |        |

**Form Started By:** Dina Trevino **Started On:** 11/01/2006 05:22 PM

**Final Approval Date:**

---

# BUDGET INTER-DEPARTMENTAL TRANSFER

DATE: November 6, 2006

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: DEPT OF BUDGET & MGMT c/o ADULT PROBATION

ACCOUNT NUMBER: 6-1100-423-00-320-001-0-XXX

CONTACT PERSON: ROSIE CANTU TELEPHONE NO. (956) 292-7025

SUBJECT: Inter-departmental Transfer/s

Honorable Commissioners' Court of Hidalgo County:

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

| INCREASE/DECREASE<br>ACCOUNT NUMBER | ACCOUNT (OBJECT)<br>NAME          | AMOUNT        |
|-------------------------------------|-----------------------------------|---------------|
| FROM                                |                                   |               |
| 6-1100-423-00-320-001-0-432         | ADULT PROB-EQUIP R&M SERVICE      | (\$10,305.00) |
| 6-1100-423-00-320-001-0-661         | ADULT PROB-MINOR OFFICE EQUIPMENT | (\$360.00)    |
| 6-1100-423-00-320-001-0-890         | ADULT PROB-OTHER                  | (\$200.00)    |
|                                     |                                   |               |
|                                     |                                   |               |
| TO                                  |                                   |               |
| 6-1100-415-00-115-002-0-899         | CO WIDE ADMIN-CONTINGENCY         | 10,865.00     |
|                                     |                                   |               |
|                                     |                                   |               |
|                                     |                                   |               |
|                                     |                                   |               |
| TOTAL BUDGET INCREASE (DECREASE)    |                                   | 0.00          |

REASON: INTER DEPT. TRANSFER TO PARTIALLY FUND THE COST OF COMPUTER CABLING AT THE NEW ADULT PROBATION BUILDING.

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

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

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

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

**AI-1031**

**19.I.**

**County Wide Computer Dept. Inter-dept. transfer  
CC REGULAR**

**Date:** 11/07/2006  
**Submitted By:** Dina Trevino, BUDGET & MANAGEMENT  
**Department:** BUDGET & MANAGEMENT  
**Agenda Area:** Budget and Management

---

**Agenda Item**

**CAPTION**

Approval of Inter-departmental transfer from Co. Wide Contingency into Co. Wide Computer Dept. -  
\$36,350.00

**BACKGROUND**

---

**Revenue & Expenditures**

**FISCAL YEAR:** **ACCT. #:** 6-1100-415-00-115-002-0-899  
**FUNDS AVAILABLE Y/N?:** Pending **MATCHING FUNDS Y/N?:**  
**BUDGETARY IMPACT:**  
Available funding pending incoming transfer

---

**Attachments**

Link: [Co Wide Comp. Dept. Trans.](#)  
Confidential documents are indicated with a (c).

---

**Form Routing/Status**

| Route Seq | Inbox                 | Approved By  | Date                | Status |
|-----------|-----------------------|--------------|---------------------|--------|
| 1         | Budget & Management   | Dina Trevino | 11/03/2006 01:59 PM | APRV   |
| 2         | Dale Kennan           | Dale Kennan  | 11/03/2006 02:24 PM | APRV   |
| 3         | Purchasing Department |              |                     | NEW    |
| 4         | Auditor's Office      |              |                     |        |
| 5         | Agenda Coordinator    |              |                     |        |

**Form Started By:** Dina Trevino **Started On:** 11/01/2006 05:19 PM  
**Final Approval Date:**

---

DATE: November 6, 2006

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: Department of Budget & Management c/o County Wide Computer Dept.

ACCOUNT NUMBER: 6-1100-415-00-200-002-0-XXX

SUBJECT: 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 Inter-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

| INCREASE/DECREASE<br>ACCOUNT NUMBER | ACCOUNT (OBJECT)<br>NAME                | AMOUNT      |
|-------------------------------------|-----------------------------------------|-------------|
|                                     |                                         |             |
|                                     |                                         |             |
| 6-1100-415-00-115-002-0- 899        | CO WIDE ADM. - CONTINGENCY              | (36,350.00) |
|                                     |                                         |             |
|                                     |                                         |             |
| 6-1100-415-00-200-002-0- 664        | COMPUTER DEPT. - other minor equipt.    | 8,100.00    |
| 6-1100-415-00-200-002-0- 665        | COMPUTER DEPT. - minor computer equipt. | 550.00      |
| 6-1100-415-00-200-002-0- 745        | COMPUTER DEPT. - computer equipt.       | 23,000.00   |
| 6-1100-415-00-200-002-0- 531        | COMPUTER DEPT. - telephone              | 4,700.00    |
|                                     |                                         |             |
|                                     |                                         |             |
|                                     |                                         |             |
|                                     |                                         |             |
|                                     |                                         |             |
|                                     |                                         |             |
|                                     |                                         |             |
| TOTAL BUDGET INCREASE (DECREASE)    |                                         | 0.00        |

REASON:  
FOR THE PURCHASE OF COMPUTER EQUIPT., PHONE EQUIPT, FAX MACHINE, AND CABLING FOR NEXT YEAR'S NEW CCL #6, AND FOR THE DISTRICT CLERK, AND COUNTY CLERK.

DEPARTMENT HEAD SIGNATURE

/ /  
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

**AI-1060**

**19.0.**

**Interdepartmental Transfer  
CC REGULAR**

**Date:** 11/07/2006  
**Submitted By:** Dale Kennan, BUDGET & MANAGEMENT  
**Submitted For:** Health Department  
**Department:** BUDGET & MANAGEMENT  
**Agenda Area:** Budget and Management

---

**Agenda Item**

**CAPTION**

Requesting approval of interdepartmental transfer for Sanitation Pct 1 to Health Department in the amount of 5250.00.

**BACKGROUND**

---

**Revenue & Expenditures**

**FISCAL YEAR:** **ACCT. #:** 6-1100-432-00-121-001-0-350  
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**  
**BUDGETARY IMPACT:**  
Available Balance as of 11/3/06 -> 26426.00

---

**Attachments**

Link: [Interdepartmental Transfer](#)

Confidential documents are indicated with a **(c)**.

---

**Form Routing/Status**

| Route Seq | Inbox                 | Approved By  | Date                | Status |
|-----------|-----------------------|--------------|---------------------|--------|
| 1         | Budget & Management   | Dina Trevino | 11/03/2006 04:10 PM | APRV   |
| 2         | Purchasing Department |              |                     | NEW    |
| 3         | Auditor's Office      |              |                     |        |
| 4         | Agenda Coordinator    |              |                     |        |

**Form Started By:** Dale Kennan

**Started On:** 11/03/2006 03:35 PM

**Final Approval Date:**

---

DATE: November 3, 2006

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: Department of Budget & Management c/o Health Department

ACCOUNT NUMBER: 6-1100-441-00-340-001-0-425

CONTACT PERSON: Dámaris SanMiguel TELEPHONE NO. (956) 292-7025

SUBJECT: Inter-departmental Transfer/s

Honorable Commissioners' Court of Hidalgo County:

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

| INCREASE/DECREASE<br>ACCOUNT NUMBER | ACCOUNT (OBJECT)<br>NAME                 | AMOUNT     |
|-------------------------------------|------------------------------------------|------------|
|                                     |                                          |            |
|                                     |                                          |            |
| 6-1100-432-00-121-001-0 350         | SANITATION PCT. 1 - CONTRACTUAL SERVICES | (5,250.00) |
|                                     |                                          |            |
|                                     |                                          |            |
|                                     |                                          |            |
|                                     |                                          |            |
| 6-1100-441-00-340-001-0 425         | HEALTH ADM-PEST CONTROL                  | 5,250.00   |
|                                     |                                          |            |
|                                     |                                          |            |
|                                     |                                          |            |
|                                     |                                          |            |
|                                     |                                          |            |
|                                     |                                          |            |
| TOTAL BUDGET INCREASE (DECREASE)    |                                          | 0.00       |

REASON:  
AGREEMENT WITH HIDALGO COUNTY PCT. 1 TO PURCHASE A 250 GALLON CONTAINER OF POISON TO PROVIDE MOSQUITO CONTROL SERVICES TO RESIDENTS OF PCT. 1

DEPARTMENT HEAD SIGNATURE

/ /  
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-1062

19.0.

**Pauper Burial-Caretaker Services**

**CC REGULAR**

**Date:** 11/07/2006  
**Submitted By:** Dina Trevino, BUDGET & MANAGEMENT  
**Submitted For:** Valde Guerra  
**Department:** BUDGET & MANAGEMENT  
**Agenda Area:** Budget and Management

---

**Agenda Item**

**CAPTION**

Approval of Inter-departmental transfer from Co. Wide Contingency to Pauper Burial-Caretaker Services  
\$45,000.00

**BACKGROUND**

---

**Revenue & Expenditures**

**FISCAL YEAR:** **ACCT. #:** 6-1100-415-00-115-002-0-899  
**FUNDS AVAILABLE Y/N?:** Pending **MATCHING FUNDS Y/N?:**  
**BUDGETARY IMPACT:**  
Approval of transfer pending incoming transfer.

---

**Attachments**

Link: [Interdepartmental Transfer](#)

Confidential documents are indicated with a (c).

---

**Form Routing/Status**

| Route Seq | Inbox                 | Approved By  | Date                | Status |
|-----------|-----------------------|--------------|---------------------|--------|
| 1         | Budget & Management   | Dina Trevino | 11/03/2006 04:18 PM | APRV   |
| 2         | Dale Kennan           | Dale Kennan  | 11/03/2006 04:45 PM | APRV   |
| 3         | Purchasing Department |              |                     | NEW    |
| 4         | Auditor's Office      |              |                     |        |
| 5         | Agenda Coordinator    |              |                     |        |

**Form Started By:** Dina Trevino **Started On:** 11/03/2006 04:12 PM

**Final Approval Date:**

---



DATE: November 3, 2006

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: Department of Budget & Management for Human Services - Pauper Burial

ACCOUNT NUMBER: 6-1100-444-00-240-002-0-345

CONTACT PERSON: Dámaris SanMiguel TELEPHONE NO. (956) 292-7025

SUBJECT: Inter-departmental Transfer/s

Honorable Commissioners' Court of Hidalgo County:

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

| INCREASE/DECREASE<br>ACCOUNT NUMBER | ACCOUNT (OBJECT)<br>NAME        | AMOUNT      |
|-------------------------------------|---------------------------------|-------------|
|                                     |                                 |             |
|                                     |                                 |             |
| 6-1100-415-00-115-002-0- 899        | CO WIDE ADM. - CONTINGENCY      | (45,000.00) |
|                                     |                                 |             |
|                                     |                                 |             |
|                                     |                                 |             |
|                                     |                                 |             |
|                                     |                                 |             |
| 6-1100-444-00-240-002-0- 345        | Pauper Burial-Caretaker Service | 45,000.00   |
|                                     |                                 |             |
|                                     |                                 |             |
|                                     |                                 |             |
|                                     |                                 |             |
|                                     |                                 |             |
|                                     |                                 |             |
| TOTAL BUDGET INCREASE (DECREASE)    |                                 | 0.00        |

REASON:  
ADDITIONAL FUNDS NEEDED IN ORDER TO PROVIDE PAUPER BURIAL SERVICES THROUGH THE END YEAR.

DEPARTMENT HEAD SIGNATURE

/ /  
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

**AI-988**

**19.L.**

**Interdepartmental Transfer  
CC REGULAR**

**Date:** 11/07/2006  
**Submitted By:** Dale Kennan, BUDGET & MANAGEMENT  
**Submitted For:** Valde Guerra  
**Department:** BUDGET & MANAGEMENT  
**Agenda Area:** Budget and Management

---

**Agenda Item**

**CAPTION**

Requesting approval of interdepartmental transfer from Contingency into Precinct #3 - Sanitation in the amount of \$4,510.99.

**BACKGROUND**

Recieved from The Travelers Indemnity Company in the amount of \$4,510.99 for reimbursement of a vehicle damages.  
6-1100-360-00-000-005-0-000 (Receipt # 106242 dated 10/24/06)

---

**Revenue & Expenditures**

**FISCAL YEAR:** **ACCT. #:** 6-1100-415-00-115-002-0-899  
**FUNDS AVAILABLE Y/N?:** Pending **MATCHING FUNDS Y/N?:**  
**BUDGETARY IMPACT:**  
Pending incoming transfer of 100000.00.

---

**Attachments**

Link: [Interdepartmental Transfer](#)

Confidential documents are indicated with a **(c)**.

---

**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Budget & Management   | Dina Trevino   | 11/01/2006 11:26 AM | APRV   |
| 2         | Purchasing Department | Marty Salazar  | 11/01/2006 03:14 PM | APRV   |
| 3         | Auditor's Office      | Linda Fong     | 11/03/2006 09:22 AM | APRV   |
| 4         | Agenda Coordinator    | Monica Badillo | 11/03/2006 10:33 AM | APRV   |

**Form Started By:** Dale Kennan **Started On:** 11/01/2006 09:50 AM  
**Final Approval Date:** 11/03/2006



AI-1063

19.M.

**Interdepartmental Transfer**  
**CC REGULAR**

**Date:** 11/07/2006  
**Submitted By:** Dale Kennan, BUDGET & MANAGEMENT  
**Submitted For:** Health Department  
**Department:** BUDGET & MANAGEMENT  
**Agenda Area:** Budget and Management

---

**Agenda Item**

**CAPTION**

Requesting approval of interdepartmental transfer from Co Wide Adm-Contingency to various accounts within Direct Assistance Dept. - 7,100.00.

**BACKGROUND**

---

**Revenue & Expenditures**

**FISCAL YEAR:**  
**FUNDS AVAILABLE Y/N?:** Pending  
**BUDGETARY IMPACT:**  
Pending incoming transfer

**ACCT. #:** 6-1100-415-00-115-002-0-899  
**MATCHING FUNDS Y/N?:**

---

**Attachments**

Link: [Interdepartmental Transfer](#)

Confidential documents are indicated with a (c).

---

**Form Routing/Status**

| Route Seq | Inbox                 | Approved By  | Date                | Status |
|-----------|-----------------------|--------------|---------------------|--------|
| 1         | Budget & Management   | Dina Trevino | 11/03/2006 04:28 PM | APRV   |
| 2         | Purchasing Department |              |                     | NEW    |
| 3         | Auditor's Office      |              |                     |        |
| 4         | Agenda Coordinator    |              |                     |        |

**Form Started By:** Dale Kennan  
**Started On:** 11/03/2006 04:13 PM

**Final Approval Date:**

---

DATE: November 3, 2006

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: Department of Budget & Management for Direct Assistance

ACCOUNT NUMBER: 6-1100-444-00-240-001-0-XXX

CONTACT PERSON: Dámaris SanMiguel TELEPHONE NO. (956) 292-7025

SUBJECT: Inter-departmental Transfer/s

Honorable Commissioners' Court of Hidalgo County:

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

| INCREASE/DECREASE<br>ACCOUNT NUMBER | ACCOUNT (OBJECT)<br>NAME             | AMOUNT     |
|-------------------------------------|--------------------------------------|------------|
|                                     |                                      |            |
|                                     |                                      |            |
| 6-1100-415-00-115-002-0- 899        | CO WIDE ADM. - CONTINGENCY           | (7,100.00) |
|                                     |                                      |            |
|                                     |                                      |            |
| 6-1100-444-00-240-001-0 535         | DIRECT ASST-POSTAGE                  | 1,500.00   |
| 6-1100-444-00-240-001-0 601         | DIRECT ASST-OFFICE SUPPLIES          | 1,000.00   |
| 6-1100-444-00-240-001-0 661         | DIRECT ASST-MINOR OFFICE EQUIPMENT   | 1,000.00   |
| 6-1100-444-00-240-001-0 665         | DIRECT ASST-MINOR COMPUTER EQUIPMENT | 3,600.00   |
|                                     |                                      |            |
|                                     |                                      |            |
|                                     |                                      |            |
|                                     |                                      |            |
|                                     |                                      |            |
|                                     |                                      |            |
|                                     |                                      |            |
| TOTAL BUDGET INCREASE (DECREASE)    |                                      | 0.00       |

REASON:  
TO COVER ANTICIPATED EXPENDITURES FOR THE YEAR END.

DEPARTMENT HEAD SIGNATURE

/ /  
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

**AI-959**

**19.N.**

**Discussion and Action for Approval of Tier Two Forms  
CC REGULAR**

**Date:** 11/07/2006  
**Submitted By:** Rosie Luna, SAFETY/WORKERS' COMP. DIVISION  
**Submitted For:** Roy Quintanilha  
**Department:** SAFETY/WORKERS' COMP. DIVISION  
**Agenda Area:** Budget and Management

---

**Agenda Item**

**CAPTION**

Safety Division:

- 1). Discussion and Action to Approve the submittal of 2005 Calendar Year Tier Two Report to the Texas Department of State Health Services.
- 2). Requesting Approval to have the Auditor's Office issue a check from account number 6-1100-419-50-230-001-0; object code 810 in the amount of \$50.00 made payable to Tier Two Chemical Reporting Program, Budget ZZ109 Fund 180 for filing fees related to the Tier Two Report.

**BACKGROUND**

---

**Revenue & Expenditures**

**FISCAL YEAR:** **ACCT. #:** 6-1100-419-50-230-001-0-810  
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**  
**BUDGETARY IMPACT:**  
\$50.00 processing fee required by the State of Texas for Tier Two Chemical Reporting

---

**Attachments**

*No file(s) attached.*

---

**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Budget & Management   | Dina Trevino   | 10/31/2006 10:36 AM | APRV   |
| 2         | Dale Kennan           | Dale Kennan    | 10/31/2006 02:26 PM | APRV   |
| 3         | Purchasing Department | Marty Salazar  | 11/01/2006 02:57 PM | APRV   |
| 4         | Auditor's Office      | Linda Fong     | 11/02/2006 04:07 PM | APRV   |
| 5         | Arcy Duran            | Arcilia Duran  | 11/03/2006 05:08 PM | APRV   |
| 6         | Elizabeth Cano        | Elizabeth Cano | 11/03/2006 04:03 PM | NEW    |
| 7         | Agenda Coordinator    |                |                     |        |

**Form Started By:** Rosie Luna

**Started On:** 10/31/2006 09:02 AM

**Final Approval Date:**

---

AI-964

19.O.

**Discussion of Workers Compensation Statistical Comparison  
CC REGULAR**

**Date:** 11/07/2006  
**Submitted By:** Rosie Luna, SAFETY/WORKERS' COMP. DIVISION  
**Submitted For:** Roy Quintanilha  
**Department:** SAFETY/WORKERS' COMP. DIVISION  
**Agenda Area:** Budget and Management

---

**Agenda Item**

**CAPTION**

Safety Division:  
Presentation and Discussion of Workers Compensation Statistical Comparison of 3rd Quarter 2005 to 3rd Quarter 2006.

**BACKGROUND**

---

**Revenue & Expenditures**

---

**Attachments**

*No file(s) attached.*

---

**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Budget & Management   | Dina Trevino   | 10/31/2006 10:40 AM | APRV   |
| 2         | Purchasing Department | Marty Salazar  | 11/01/2006 03:04 PM | APRV   |
| 3         | Auditor's Office      | Linda Fong     | 11/03/2006 09:12 AM | APRV   |
| 4         | Agenda Coordinator    | Monica Badillo | 11/03/2006 10:32 AM | APRV   |

**Form Started By:** Rosie Luna

**Started On:** 10/31/2006 10:11 AM

**Final Approval Date:** 11/03/2006

---

AI-1059

19.P.

**County Wide-Intra-Dept. Trans.  
CC REGULAR**

**Date:** 11/07/2006  
**Submitted By:** Dina Trevino, BUDGET & MANAGEMENT  
**Submitted For:** Valde Guerra  
**Department:** BUDGET & MANAGEMENT  
**Agenda Area:** Budget and Management

---

**Agenda Item**

**CAPTION**

Approval of intra-dept. transfer from Co. Wide Contingency to Co. Wide Other Prof. Serv.  
\$28,500.00

**BACKGROUND**

---

**Revenue & Expenditures**

**FISCAL YEAR:** 2006

**ACCT. #:** 6-1100-415-00-115-002-0-899

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

\$100,000.00 to be transferred into CO-WIDE contingency on 11-07-06.rc

---

**Attachments**

Link: [Budget Office- Intra-Dept.](#)

Confidential documents are indicated with a (c).

---

**Form Routing/Status**

| Route Seq | Inbox                 | Approved By  | Date                | Status |
|-----------|-----------------------|--------------|---------------------|--------|
| 1         | Budget & Management   | Dina Trevino | 11/03/2006 03:54 PM | APRV   |
| 2         | Rosalinda Cantu       | Rosie Cantu  | 11/03/2006 04:23 PM | APRV   |
| 3         | Purchasing Department |              |                     | NEW    |
| 4         | Auditor's Office      |              |                     |        |
| 5         | Agenda Coordinator    |              |                     |        |

**Form Started By:** Dina Trevino

**Started On:** 11/03/2006 03:33 PM

**Final Approval Date:**

---



## BUDGET INTRADEPARTMENTAL TRANSFER REQUEST

DATE: November 6, 2006

DEPARTMENT HEAD: **VALDE GUERRA**

DEPARTMENT NAME: DEPT OF BUDGET & MANAGEMENT

ACCOUNT NUMBER: **6-1100-415-00-115-002-0-XXX CO-WIDE**

CONTACT PERSON: **ROSIE CANTU** PHONE: **(956) 292-7025 EXT. 5405**

**SUBJECT: Budget Intradepartmental Transfer**

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following Intradepartmental Budget Transfer/s in accordance with Local Government Code, Chapter 111, Subchapter C.

| FROM<br>OBJECT<br>CODE | OBJECT<br>NAME | TO<br>OBJECT<br>CODE | OBJECT<br>NAME             | AMOUNT      |
|------------------------|----------------|----------------------|----------------------------|-------------|
|                        |                |                      |                            |             |
|                        |                |                      |                            |             |
| 899                    | CONTINGENCY    | 339                  | OTHER PROFESSIONAL SERVICE | \$28,500.00 |
|                        |                |                      |                            |             |
|                        |                |                      |                            |             |
|                        |                |                      |                            |             |
|                        |                |                      |                            |             |
|                        |                |                      |                            |             |
|                        |                |                      |                            |             |
|                        |                |                      |                            |             |
|                        |                |                      |                            |             |
|                        |                |                      |                            |             |
|                        |                |                      | TOTAL                      | \$28,500.00 |

**REASON:**

**INTRA DEPT. TRANSFER TO COVER INVOICE # 14 (\$18,500.00) FROM THE INSURANCE ADVISORY GROUP, INC.- WILLIAM RUSTEBERG AND TO FUND END OF YEAR EXPENDITURES (\$10,000.00) FOR SECURITY SERVICES PROVIDED TO HIDALGO COUNTY BY VALLEY METRO.**

**DEPARTMENT HEAD SIGNATURE**

---

CC DATE

**APPROVED COMMISSIONERS COURT**

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

**AI-1061**

**19.Q.**

**Budget Office-Intra-Dept.**

**CC REGULAR**

**Date:** 11/07/2006  
**Submitted By:** Dina Trevino, BUDGET & MANAGEMENT  
**Submitted For:** Valde Guerra  
**Department:** BUDGET & MANAGEMENT  
**Agenda Area:** Budget and Management

---

**Agenda Item**

**CAPTION**

Approval of Intra-Dept. transfer from Co. Wide-room & board to Co. Wide-contingency  
\$100,000.00

**BACKGROUND**

---

**Revenue & Expenditures**

**FISCAL YEAR:** **ACCT. #:** 6-1100-415-00-115-002-0-XXX

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

**BUDGETARY IMPACT:**

From 590 to 899 in the amount of 100000.00

---

**Attachments**

Link: [Intra-dept. transfer](#)

Confidential documents are indicated with a **(c)**.

---

**Form Routing/Status**

| Route Seq | Inbox                 | Approved By  | Date                | Status |
|-----------|-----------------------|--------------|---------------------|--------|
| 1         | Budget & Management   | Dina Trevino | 11/03/2006 03:54 PM | APRV   |
| 2         | Dale Kennan           | Dale Kennan  | 11/03/2006 04:33 PM | APRV   |
| 3         | Purchasing Department |              |                     | NEW    |
| 4         | Auditor's Office      |              |                     |        |
| 5         | Agenda Coordinator    |              |                     |        |

**Form Started By:** Dina Trevino

**Started On:** 11/03/2006 03:41 PM

**Final Approval Date:**

---

**BUDGET INTRADEPARTMENTAL TRANSFER REQUEST**

DATE: November 6, 2006

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: DEPT OF BUDGET & MANAGEMENT

ACCOUNT NUMBER: 6-1100-415-00-115-002-0-XXX CO-WIDE

CONTACT PERSON: ROSIE CANTU PHONE: (956) 292-7025 EXT. 5405

**SUBJECT: Budget Intradepartmental Transfer**

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following Intradepartmental Budget Transfer/s in accordance with Local Government Code, Chapter 111, Subchapter C.

| FROM<br>OBJECT<br>CODE | OBJECT<br>NAME | TO<br>OBJECT<br>CODE | OBJECT<br>NAME | AMOUNT       |
|------------------------|----------------|----------------------|----------------|--------------|
|                        |                |                      |                |              |
| 590                    | ROOM & BOARD   | 899                  | CONTINGENCY    | \$100,000.00 |
|                        |                |                      |                |              |
|                        |                |                      |                |              |
|                        |                |                      |                |              |
|                        |                |                      |                |              |
|                        |                |                      |                |              |
|                        |                |                      |                |              |
|                        |                |                      |                |              |
|                        |                |                      |                |              |
|                        |                |                      |                |              |
|                        |                |                      | TOTAL          | \$100,000.00 |

REASON: INTRA DEPT. TRANSFER TO FUND VARIOUS COUNTY PROJECTS.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS COURT

ATTEST COUNTY CLERK

**AI-1064**  
**2006 C.O.'s - B&G**  
**CC REGULAR**

**19.R.**

**Date:** 11/07/2006  
**Submitted By:** Dina Trevino, BUDGET & MANAGEMENT  
**Submitted For:** Valde Guerra  
**Department:** BUDGET & MANAGEMENT  
**Agenda Area:** Budget and Management

---

**Agenda Item**

**CAPTION**

Appropriation of funds-2006 Certificates of Obligation-various B&G projects  
4,750,000.00

**BACKGROUND**

---

**Revenue & Expenditures**

---

**Attachments**

Link: [2006 CO's - B&G projects](#)

Confidential documents are indicated with a **(c)**.

---

**Form Routing/Status**

| <b>Route Seq</b> | <b>Inbox</b>          | <b>Approved By</b> | <b>Date</b>         | <b>Status</b> |
|------------------|-----------------------|--------------------|---------------------|---------------|
| 1                | Budget & Management   | Dina Trevino       | 11/03/2006 04:27 PM | APRV          |
| 2                | Purchasing Department |                    |                     | NEW           |
| 3                | Auditor's Office      |                    |                     |               |
| 4                | Agenda Coordinator    |                    |                     |               |

**Form Started By:** Dina Trevino

**Started On:** 11/03/2006 04:21 PM

**Final Approval Date:**

---

DATE: November 6, 2006

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: DEPARTMENT OF BUDGET AND MANAGEMENT

ACCOUNT NUMBER: 6-1336-419-40-220-XXX-0-452 / 2006 Certificates of Obligation

SUBJECT: BUDGET AMENDMENTS (INCREASES) IN ACCORDANCE WITH LOCAL GOVERNMENT CODE, CHAPTER 111, SUBCHAPTER C

Honorable Commissioners' Court of Hidalgo County:

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

| INCREASE ACCOUNT NUMBER          | ACCOUNT NAME                                             | AMOUNT       |
|----------------------------------|----------------------------------------------------------|--------------|
|                                  |                                                          |              |
|                                  |                                                          |              |
| 6-1336-419-40-220-025-0- 452     | Bldg & Grounds - C.O., 2006 Renovation of Admin Bldg.    | 3,500,000.00 |
| 6-1336-419-40-220-026-0- 452     | Bldg & Grounds - C.O., 2006 Juvenile Detention           | 400,000.00   |
| 6-1336-419-40-220-027-0- 452     | Bldg & Grounds - C.O., 2006 Other Major Renov. / Reparis | 850,000.00   |
|                                  |                                                          |              |
|                                  |                                                          |              |
|                                  |                                                          |              |
|                                  |                                                          |              |
|                                  |                                                          |              |
|                                  |                                                          |              |
|                                  |                                                          |              |
|                                  |                                                          |              |
|                                  |                                                          |              |
|                                  |                                                          |              |
| TOTAL BUDGET INCREASE (DECREASE) |                                                          | 4,750,000.00 |

REASON:

RENOVATION OLD JUV DET CTR / 2 COURTS, RENOVATION OF ADMIN BLDG. 1ST, 2ND & 3RD FLOORS, OTHER MAJOR RENOVATIONS AND REPAIRS.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /  
DATE

ATTEST COUNTY CLERK

**AI-1066**

**19.0.**

**2006 CO's-IT Dept.**

**CC REGULAR**

**Date:** 11/07/2006

**Submitted By:** Dina Trevino, BUDGET & MANAGEMENT

**Submitted For:** Valde Guerra

**Department:** BUDGET & MANAGEMENT

**Agenda Area:** Budget and Management

---

**Agenda Item**

**CAPTION**

Appropriation of funds - 2006 Certificates of Obligation - IT Dept.  
\$365,000.00

**BACKGROUND**

---

**Revenue & Expenditures**

---

**Attachments**

Link: [IT Dept - 2006 CO](#)

Confidential documents are indicated with a **(c)**.

---

**Form Routing/Status**

| <b>Route Seq</b> | <b>Inbox</b>          | <b>Approved By</b> | <b>Date</b>         | <b>Status</b> |
|------------------|-----------------------|--------------------|---------------------|---------------|
| 1                | Budget & Management   | Dina Trevino       | 11/03/2006 04:51 PM | APRV          |
| 2                | Dale Kennan           | Dale Kennan        | 11/06/2006 08:14 AM | APRV          |
| 3                | Purchasing Department |                    |                     | NEW           |
| 4                | Auditor's Office      |                    |                     |               |
| 5                | Agenda Coordinator    |                    |                     |               |

**Form Started By:** Dina Trevino

**Started On:** 11/03/2006 04:46 PM

**Final Approval Date:**

---

**DATE:** November 6, 2006

**DEPARTMENT HEAD:** VALDE GUERRA

**DEPARTMENT NAME:** DEPARTMENT OF BUDGET AND MANAGEMENT

**ACCOUNT NUMBER:** 6-1336-415-00-200-006-0-XXX / 2006 Certificates of Obligation

**SUBJECT: BUDGET AMENDMENTS (INCREASES) IN ACCORDANCE WITH LOCAL GOVERNMENT CODE, CHAPTER 111, SUBCHAPTER C**

Honorable Commissioners' 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.

| <b>INCREASE ACCOUNT NUMBER</b>          | <b>ACCOUNT NAME</b>                                 | <b>AMOUNT</b>     |
|-----------------------------------------|-----------------------------------------------------|-------------------|
|                                         |                                                     |                   |
|                                         |                                                     |                   |
| <b>6-1336-415-00-200-006-0 745</b>      | <b>C.O., 2006 IT Dept. Network Equipment</b>        | <b>225,000.00</b> |
| <b>6-1336-415-00-200-006-0 534</b>      | <b>C.O., 2006 IT Dept. Internet/Intranet Access</b> | <b>140,000.00</b> |
|                                         |                                                     |                   |
|                                         |                                                     |                   |
|                                         |                                                     |                   |
|                                         |                                                     |                   |
|                                         |                                                     |                   |
|                                         |                                                     |                   |
|                                         |                                                     |                   |
|                                         |                                                     |                   |
|                                         |                                                     |                   |
|                                         |                                                     |                   |
| <b>TOTAL BUDGET INCREASE (DECREASE)</b> |                                                     | <b>365,000.00</b> |

**REASON:**

## **PURCHASE AND CONFIGURE COMPLEX NETWORK EQUIPMENT, REDUNDANT INTERNET/INTRANET ACCESS**

DEPARTMENT HEAD SIGNATURE

**APPROVED COMMISSIONERS' COURT**

/ /

---

**DATE**

**ATTEST COUNTY CLERK**

**AI-1065**

**19.T.**

**2006 C.O.'s-Health Dept.  
CC REGULAR**

**Date:** 11/07/2006  
**Submitted By:** Dina Trevino, BUDGET & MANAGEMENT  
**Submitted For:** Valde Guerra  
**Department:** BUDGET & MANAGEMENT  
**Agenda Area:** Budget and Management

---

**Agenda Item**

**CAPTION**

Appropriation of funds - 2006 Certificates of Obligation - Health Dept.  
250,000.00

**BACKGROUND**

---

**Revenue & Expenditures**

---

**Attachments**

Link: [BA-2006 CO's Hlth Dept.](#)

Confidential documents are indicated with a **(c)**.

---

**Form Routing/Status**

| <b>Route Seq</b> | <b>Inbox</b>          | <b>Approved By</b> | <b>Date</b>         | <b>Status</b> |
|------------------|-----------------------|--------------------|---------------------|---------------|
| 1                | Budget & Management   | Dina Trevino       | 11/03/2006 04:45 PM | APRV          |
| 2                | Dale Kennan           | Dale Kennan        | 11/06/2006 08:11 AM | APRV          |
| 3                | Purchasing Department |                    |                     | NEW           |
| 4                | Auditor's Office      |                    |                     |               |
| 5                | Agenda Coordinator    |                    |                     |               |

**Form Started By:** Dina Trevino

**Started On:** 11/03/2006 04:43 PM

**Final Approval Date:**

---



DATE: November 6, 2006

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: DEPARTMENT OF BUDGET AND MANAGEMENT

ACCOUNT NUMBER: 6-1336-441-00-340-029-0-748 / 2006 Certificates of Obligation

SUBJECT: BUDGET AMENDMENTS (INCREASES) IN ACCORDANCE WITH LOCAL GOVERNMENT CODE, CHAPTER 111, SUBCHAPTER C

Honorable Commissioners' Court of Hidalgo County:

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

| INCREASE ACCOUNT NUMBER          | ACCOUNT NAME                               | AMOUNT     |
|----------------------------------|--------------------------------------------|------------|
|                                  |                                            |            |
|                                  |                                            |            |
| 6-1336-441-00-340-029-0- 748     | C.O., 2006-Health Department-other equipt. | 250,000.00 |
|                                  |                                            |            |
|                                  |                                            |            |
|                                  |                                            |            |
|                                  |                                            |            |
|                                  |                                            |            |
|                                  |                                            |            |
|                                  |                                            |            |
|                                  |                                            |            |
|                                  |                                            |            |
|                                  |                                            |            |
|                                  |                                            |            |
|                                  |                                            |            |
| TOTAL BUDGET INCREASE (DECREASE) |                                            | 250,000.00 |

REASON:  
PURCHASE OF DIGITAL X-RAY MACHINE, DIGITAL DATA STORAGE EQUIPMENT, DIGITAL DEVELOPER, COMPUTER WORK STATION, COMPUTER SERVER AND T-3 LINES TO BE USED AT THE PULMONARY CLINIC IN EDINBURG.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /  
DATE

ATTEST COUNTY CLERK

**AI-1067**

**19.U.**

**Budget Amendment  
CC REGULAR**

**Date:** 11/07/2006  
**Submitted By:** Dale Kennan, BUDGET & MANAGEMENT  
**Submitted For:** Sheriff Dept  
**Department:** BUDGET & MANAGEMENT  
**Agenda Area:** Budget and Management

---

**Agenda Item**

**CAPTION**

Appropriation of funds - 2006 Certificates of Obligation - Sheriff's Dept. -  
\$3,000,000.00.

**BACKGROUND**

---

**Revenue & Expenditures**

---

**Attachments**

Link: [BA](#)

Confidential documents are indicated with a **(c)**.

---

**Form Routing/Status**

| <b>Route Seq</b> | <b>Inbox</b>          | <b>Approved By</b> | <b>Date</b>         | <b>Status</b> |
|------------------|-----------------------|--------------------|---------------------|---------------|
| 1                | Budget & Management   | Dina Trevino       | 11/03/2006 05:06 PM | APRV          |
| 2                | Purchasing Department |                    |                     | NEW           |
| 3                | Auditor's Office      |                    |                     |               |
| 4                | Agenda Coordinator    |                    |                     |               |

**Form Started By:** Dale Kennan

**Started On:** 11/03/2006 04:48  
PM

**Final Approval Date:**

---

DATE: November 6, 2006

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: DEPARTMENT OF BUDGET AND MANAGEMENT

ACCOUNT NUMBER: 6-1336-421-00-280-036-0-720/ 2006 Certificates of Obligation

SUBJECT: BUDGET AMENDMENTS (INCREASES) IN ACCORDANCE WITH LOCAL GOVERNMENT CODE, CHAPTER 111, SUBCHAPTER C

Honorable Commissioners' Court of Hidalgo County:

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

| INCREASE ACCOUNT NUMBER          | ACCOUNT NAME                             | AMOUNT       |
|----------------------------------|------------------------------------------|--------------|
|                                  |                                          |              |
|                                  |                                          |              |
|                                  |                                          |              |
| 6-1336-421-00-280-036-0 720      | C.O., 2006 Sheriff Dept. East Substation | 3,000,000.00 |
|                                  |                                          |              |
|                                  |                                          |              |
|                                  |                                          |              |
|                                  |                                          |              |
|                                  |                                          |              |
|                                  |                                          |              |
|                                  |                                          |              |
|                                  |                                          |              |
|                                  |                                          |              |
|                                  |                                          |              |
|                                  |                                          |              |
| TOTAL BUDGET INCREASE (DECREASE) |                                          | 3,000,000.00 |

REASON:

CONSTRUCTION OF 1 SUBSTATION TO BETTER SERVE THE RURAL POPULATION IN THE EAST SIDE OF HIDALGO COUNTY

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /  
DATE

ATTEST COUNTY CLERK

**AI-1069**

**19.V.**

**Criminal Justice Center-Appropriation  
CC REGULAR**

**Date:** 11/07/2006  
**Submitted By:** Dina Trevino, BUDGET & MANAGEMENT  
**Department:** BUDGET & MANAGEMENT  
**Agenda Area:** Budget and Management

---

**Agenda Item**

**CAPTION**

Appropriation of funds - 2006 Certificates of Obligation - New Criminal Justice Center  
400,000.00

**BACKGROUND**

---

**Revenue & Expenditures**

---

**Attachments**

Link: New Criminal Justice Ctr - 2006 CO

Confidential documents are indicated with a **(c)**.

---

**Form Routing/Status**

| <b>Route Seq</b> | <b>Inbox</b>          | <b>Approved By</b> | <b>Date</b>         | <b>Status</b> |
|------------------|-----------------------|--------------------|---------------------|---------------|
| 1                | Dale Kennan           | Dale Kennan        | 11/06/2006 08:16 AM | APRV          |
| 2                | Budget & Management   |                    |                     | NEW           |
| 3                | Purchasing Department |                    |                     |               |
| 4                | Auditor's Office      |                    |                     |               |
| 5                | Agenda Coordinator    |                    |                     |               |

**Form Started By:** Dina Trevino

**Started On:** 11/03/2006 04:57  
PM

**Final Approval Date:**

---

**DATE:** November 6, 2006

**DEPARTMENT HEAD:** VALDE GUERRA

**DEPARTMENT NAME:** DEPARTMENT OF BUDGET AND MANAGEMENT

**ACCOUNT NUMBER:** 6-1336-412-00-124-028-0-720 / 2006 Certificates of Obligation

**SUBJECT:** BUDGET AMENDMENTS (INCREASES) IN ACCORDANCE WITH LOCAL GOVERNMENT CODE,  
CHAPTER 111, SUBCHAPTER C

Honorable Commissioners' Court of Hidalgo County:

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

| INCREASE ACCOUNT NUMBER          | ACCOUNT NAME                               | AMOUNT     |
|----------------------------------|--------------------------------------------|------------|
|                                  |                                            |            |
|                                  |                                            |            |
| 6-1336-412-00-124-028-0- 720     | C.O., 2006 Pct. 4 Crim Just Ctr. Arch/Eng. | 400,000.00 |
|                                  |                                            |            |
|                                  |                                            |            |
|                                  |                                            |            |
|                                  |                                            |            |
|                                  |                                            |            |
|                                  |                                            |            |
|                                  |                                            |            |
|                                  |                                            |            |
|                                  |                                            |            |
|                                  |                                            |            |
|                                  |                                            |            |
|                                  |                                            |            |
| TOTAL BUDGET INCREASE (DECREASE) |                                            | 400,000.00 |

**REASON:**

**CONSTRUCTION OF NEW CRIMINAL JUSTICE CENTER - ARCH/ENG.**

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

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

\_\_\_\_\_  
DATE

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

**AI-1070**

**19.W.**

**Budget Amendment  
CC REGULAR**

**Date:** 11/07/2006  
**Submitted By:** Dale Kennan, BUDGET & MANAGEMENT  
**Submitted For:** oth  
**Department:** BUDGET & MANAGEMENT  
**Agenda Area:** Budget and Management

---

**Agenda Item**

**CAPTION**

Appropriation of funds - 2006 CO. Series - Juvenile Detention Center - \$400,000.00

**BACKGROUND**

---

**Revenue & Expenditures**

---

**Attachments**

Link: [BUDGET AMENDMETN](#)

Confidential documents are indicated with a **(c)**.

---

**Form Routing/Status**

| <b>Route Seq</b> | <b>Inbox</b>          | <b>Approved By Date</b> | <b>Status</b> |
|------------------|-----------------------|-------------------------|---------------|
| 1                | Budget & Management   |                         | NEW           |
| 2                | Purchasing Department |                         |               |
| 3                | Auditor's Office      |                         |               |
| 4                | Agenda Coordinator    |                         |               |

**Form Started By:** Dale Kennan

**Started On:** 11/03/2006 04:59 PM

**Final Approval Date:**

---

DATE: November 6, 2006

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: DEPARTMENT OF BUDGET AND MANAGEMENT

ACCOUNT NUMBER: 6-1336-419-40-220-026-0-452 / 2006 Certificates of Obligation

SUBJECT: BUDGET AMENDMENTS (INCREASES) IN ACCORDANCE WITH LOCAL GOVERNMENT CODE, CHAPTER 111, SUBCHAPTER C

Honorable Commissioners' Court of Hidalgo County:

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

| INCREASE ACCOUNT NUMBER          | ACCOUNT NAME                                   | AMOUNT     |
|----------------------------------|------------------------------------------------|------------|
|                                  |                                                |            |
|                                  |                                                |            |
|                                  |                                                |            |
| 6-1336-419-40-220-026-0- 452     | Bldg & Grounds - C.O., 2006 Juvenile Detention | 400,000.00 |
|                                  |                                                |            |
|                                  |                                                |            |
|                                  |                                                |            |
|                                  |                                                |            |
|                                  |                                                |            |
|                                  |                                                |            |
|                                  |                                                |            |
|                                  |                                                |            |
|                                  |                                                |            |
|                                  |                                                |            |
|                                  |                                                |            |
| TOTAL BUDGET INCREASE (DECREASE) |                                                | 400,000.00 |

REASON:

RENOVATION OLD JUV DET CTR / 2 COURTS

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /  
DATE

ATTEST COUNTY CLERK

**AI-1073**

**19.0.**

**BA**

**CC REGULAR**

**Date:** 11/07/2006

**Submitted By:** Dale Kennan, BUDGET & MANAGEMENT

**Submitted For:** Bldg & Grounds

**Department:** BUDGET & MANAGEMENT

**Agenda Area:** Budget and Management

---

**Agenda Item**

**CAPTION**

Appropriation of funds - 2006 CO. Series - Bldg & Grounds - \$3,500,000.00

**BACKGROUND**

---

**Revenue & Expenditures**

**FISCAL YEAR:** **ACCT. #:** Fund 1336

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

**BUDGETARY IMPACT:**

---

**Attachments**

Link: [BA](#)

Confidential documents are indicated with a **(c)**.

---

**Form Routing/Status**

| <b>Route Seq</b> | <b>Inbox</b>          | <b>Approved By Date</b> | <b>Status</b> |
|------------------|-----------------------|-------------------------|---------------|
| 1                | Budget & Management   |                         | NEW           |
| 2                | Purchasing Department |                         |               |
| 3                | Auditor's Office      |                         |               |
| 4                | Agenda Coordinator    |                         |               |

**Form Started By:** Dale Kennan

**Started On:** 11/03/2006 05:12 PM

**Final Approval Date:**

---



DATE: November 6, 2006

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: DEPARTMENT OF BUDGET AND MANAGEMENT

ACCOUNT NUMBER: 6-1336-419-40-220-025-0-452 / 2006 Certificates of Obligation

SUBJECT: BUDGET AMENDMENTS (INCREASES) IN ACCORDANCE WITH LOCAL GOVERNMENT CODE, CHAPTER 111, SUBCHAPTER C

Honorable Commissioners' Court of Hidalgo County:

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

| INCREASE ACCOUNT NUMBER          | ACCOUNT NAME                                          | AMOUNT       |
|----------------------------------|-------------------------------------------------------|--------------|
|                                  |                                                       |              |
|                                  |                                                       |              |
|                                  |                                                       |              |
| 6-1336-419-40-220-025-0- 452     | Bldg & Grounds - C.O., 2006 Renovation of Admin Bldg. | 3,500,000.00 |
|                                  |                                                       |              |
|                                  |                                                       |              |
|                                  |                                                       |              |
|                                  |                                                       |              |
|                                  |                                                       |              |
|                                  |                                                       |              |
|                                  |                                                       |              |
|                                  |                                                       |              |
|                                  |                                                       |              |
|                                  |                                                       |              |
|                                  |                                                       |              |
| TOTAL BUDGET INCREASE (DECREASE) |                                                       | 3,500,000.00 |

REASON:

RENOVATION OF ADMIN BLDG. 1ST, 2ND & 3RD FLOORS

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /  
DATE

ATTEST COUNTY CLERK

**AI-1071**

**19.Y.**

**Budget Amendment  
CC REGULAR**

**Date:** 11/07/2006  
**Submitted By:** Dale Kennan, BUDGET & MANAGEMENT  
**Submitted For:** Bldg & Grounds  
**Department:** BUDGET & MANAGEMENT  
**Agenda Area:** Budget and Management

---

**Agenda Item**

**CAPTION**

Appropriation of funds - 2006 CO. Series - Bldg & Grounds - \$850,000.00

**BACKGROUND**

---

**Revenue & Expenditures**

**FISCAL YEAR:** **ACCT. #:** Fund 1336  
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**  
**BUDGETARY IMPACT:**

---

**Attachments**

Link: [BA](#)

Confidential documents are indicated with a **(c)**.

---

**Form Routing/Status**

| <b>Route Seq</b> | <b>Inbox</b>          | <b>Approved By Date</b> | <b>Status</b> |
|------------------|-----------------------|-------------------------|---------------|
| 1                | Budget & Management   |                         | NEW           |
| 2                | Purchasing Department |                         |               |
| 3                | Auditor's Office      |                         |               |
| 4                | Agenda Coordinator    |                         |               |

**Form Started By:** Dale Kennan

**Started On:** 11/03/2006 05:08 PM

**Final Approval Date:**

---

DATE: November 6, 2006

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: DEPARTMENT OF BUDGET AND MANAGEMENT

ACCOUNT NUMBER: 6-1336-419-40-220-027-0-452 / 2006 Certificates of Obligation

SUBJECT: BUDGET AMENDMENTS (INCREASES) IN ACCORDANCE WITH LOCAL GOVERNMENT CODE, CHAPTER 111, SUBCHAPTER C

Honorable Commissioners' Court of Hidalgo County:

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

| INCREASE ACCOUNT NUMBER          | ACCOUNT NAME                                             | AMOUNT     |
|----------------------------------|----------------------------------------------------------|------------|
|                                  |                                                          |            |
|                                  |                                                          |            |
|                                  |                                                          |            |
| 6-1336-419-40-220-027-0- 452     | Bldg & Grounds - C.O., 2006 Other Major Renov. / Reparis | 850,000.00 |
|                                  |                                                          |            |
|                                  |                                                          |            |
|                                  |                                                          |            |
|                                  |                                                          |            |
|                                  |                                                          |            |
|                                  |                                                          |            |
|                                  |                                                          |            |
|                                  |                                                          |            |
|                                  |                                                          |            |
|                                  |                                                          |            |
|                                  |                                                          |            |
| TOTAL BUDGET INCREASE (DECREASE) |                                                          | 850,000.00 |

REASON:

OTHER MAJOR RENOVATIONS AND REPAIRS.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /  
DATE

ATTEST COUNTY CLERK

**AI-1033**

**19.Z.**

**Auditors-Notes Payable (various accts.)**

**CC REGULAR**

**Date:** 11/07/2006

**Submitted By:** Dina Trevino, BUDGET & MANAGEMENT

**Submitted For:** Valde Guerra

**Department:** BUDGET & MANAGEMENT

**Agenda Area:** Budget and Management

---

**Agenda Item**

**CAPTION**

1. Approval to appropriate actual interest earned to estimate revenue \$8,286.00
2. Approval to unappropriate appraising fees \$599.48
3. Approval to unappropriate interest expense \$84,176.20
4. Approval to appropriate principal paid \$.01

**BACKGROUND**

---

**Revenue & Expenditures**

---

**Attachments**

Link: [Budget Ammendment-Notes payable](#)

Confidential documents are indicated with a **(c)**.

---

**Form Routing/Status**

| <b>Route Seq</b> | <b>Inbox</b>          | <b>Approved By</b> | <b>Date</b>         | <b>Status</b> |
|------------------|-----------------------|--------------------|---------------------|---------------|
| 1                | Budget & Management   | Dina Trevino       | 11/03/2006 03:03 PM | APRV          |
| 2                | Purchasing Department |                    |                     | NEW           |
| 3                | Auditor's Office      |                    |                     |               |
| 4                | Agenda Coordinator    |                    |                     |               |

**Form Started By:** Dina Trevino

**Started On:** 11/01/2006 05:20 PM

**Final Approval Date:**

---

**DATE:** November 3, 2006

**DEPARTMENT HEAD:** Valde Guerra

**DEPARTMENT NAME:** Dept. of Budget & Management

**ACCOUNT NUMBER:** Various

**SUBJECT:** Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioners' Court of Hidalgo County:

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

| INCREASE ACCOUNT<br>NUMBER(S)          | ACCOUNT (OBJECT)<br>NAME        | AMOUNT       |
|----------------------------------------|---------------------------------|--------------|
| 6-1401-361-10-000-000-0-000            | NOTES PAYABLE-INTEREST EARNINGS | 8,286.17     |
| 6-1401-415-00-000-000-0-854            | NOTES PAYABLE-APPRAISING FEES   | -559.48      |
| 6-1401-471-00-000-000-0-862            | NOTES PAYABLE-PRINCIPAL         | 0.01         |
| 6-1401-472-00-000-000-0-864            | NOTES PAYABLE-INTEREST          | -84,176.20   |
|                                        |                                 |              |
|                                        |                                 |              |
|                                        |                                 |              |
|                                        |                                 |              |
|                                        |                                 |              |
|                                        |                                 |              |
|                                        |                                 |              |
|                                        |                                 |              |
|                                        |                                 |              |
|                                        |                                 |              |
|                                        |                                 |              |
|                                        |                                 |              |
|                                        |                                 |              |
|                                        |                                 |              |
|                                        |                                 |              |
|                                        |                                 |              |
|                                        |                                 |              |
| TOTAL FUND BALANCE INCREASE (DECREASE) |                                 | \$ 93,021.84 |

REASON: (1) To estimate revenue of 8286.17 for actual interest earned; (2) To unappropriate 559.48 of appraising fees and 84176.20 of Interest Expense; and (3) to appropriate 0.01 for Principal Paid. Budget amendment is to reduce negative Budgeted Fund Balance.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE \_\_\_\_\_

ATTEST COUNTY CLERK

**AI-1013**

**19.AA.**

**CC REGULAR**

**Date:** 11/07/2006  
**Submitted By:** Dina Trevino, BUDGET & MANAGEMENT  
**Department:** BUDGET & MANAGEMENT  
**Agenda Area:** Budget and Management

---

**Agenda Item**

**CAPTION**

Approval to de-obligate and appropriate unused funds for the TJPC 2006-Z grant in the amt. of 19,041.21.

**BACKGROUND**

---

**Revenue & Expenditures**

**FISCAL YEAR:** **ACCT. #:** 6-1100-491-01-000-294-6-891  
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**  
**BUDGETARY IMPACT:**  
Available for deobligation -> 19041.21

---

**Attachments**

Link: [Juv Prob - Deobligation](#)  
Confidential documents are indicated with a (c).

---

**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Budget & Management   | Dina Trevino   | 11/01/2006 05:04 PM | APRV   |
| 2         | Dale Kennan           | Dale Kennan    | 11/02/2006 10:10 AM | APRV   |
| 3         | Purchasing Department | Marty Salazar  | 11/02/2006 12:55 PM | APRV   |
| 4         | Auditor's Office      | Linda Fong     | 11/03/2006 09:21 AM | APRV   |
| 5         | Mike Escaname         | Mike Escaname  | 11/03/2006 11:10 AM | APRV   |
| 6         | Linda Fong            | Linda Fong     | 11/03/2006 11:19 AM | APRV   |
| 7         | Agenda Coordinator    | Monica Badillo | 11/03/2006 01:13 PM | APRV   |

**Form Started By:** Dina Trevino **Started On:** 11/01/2006 03:18 PM

**Final Approval Date:** 11/03/2006

---

DATE: November 6, 2006

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: Department of Budget & Management for Juvenile Probation

ACCOUNT NUMBER: 6-1100-415-00-115-002-0-899 - CO WIDE ADM-CONTINGENCY

SUBJECT: 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 Inter-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

| INCREASE/DECREASE<br>ACCOUNT NUMBER | ACCOUNT (OBJECT)<br>NAME        | AMOUNT      |
|-------------------------------------|---------------------------------|-------------|
|                                     |                                 |             |
|                                     |                                 |             |
| 6-1100-491-01-000-294-6- 891        | Transfer out-Juvenile Probation | (19,041.21) |
|                                     |                                 |             |
|                                     |                                 |             |
| 6-1294-391-01-000-100-6- 000        | Transfer in-General Fund        | (19,041.21) |
|                                     |                                 |             |
|                                     |                                 |             |
| 6-1100-415-00-115-002-0- 899        | County Wide Adm. - Contingency  | 19,041.21   |
|                                     |                                 |             |
|                                     |                                 |             |
|                                     |                                 |             |
|                                     |                                 |             |
|                                     |                                 |             |
|                                     |                                 |             |
| TOTAL BUDGET INCREASE (DECREASE)    |                                 | 0.00        |

REASON: To de-obligate unused funds that were appropriated for the TJPC 2006-Z Grant. Appropriate deobligated funds into Co Wide Adm - Contingency account.

|                            |            |
|----------------------------|------------|
| Amt. obligated             | 24,000.00  |
| Required match for FY 2006 | (4,958.79) |
| Unused balance             | 19,041.21  |

DEPARTMENT HEAD SIGNATURE

/ /  
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-1074

19.BB.

**INTER-DEPT. TRANSFER FOR CONST. PCT.4  
CC REGULAR**

**Date:** 11/07/2006  
**Submitted By:** Monica Badillo, BUDGET & MANAGEMENT  
**Submitted For:** Valde Guerra  
**Department:** BUDGET & MANAGEMENT  
**Agenda Area:** Budget and Management

---

**Agenda Item**

**CAPTION**

Approval of interdepartmental transfer from Co. Wide Adm. Contingency to Constable Pct. #4 - \$ 40,000.00 (vehicles)

**BACKGROUND**

---

**Revenue & Expenditures**

---

**Attachments**

Link: [constable pct. 4](#)

Confidential documents are indicated with a **(c)**.

---

**Form Routing/Status**

| Route Seq | Inbox                 | Approved By  | Date                | Status |
|-----------|-----------------------|--------------|---------------------|--------|
| 1         | Budget & Management   | Dina Trevino | 11/03/2006 05:36 PM | APRV   |
| 2         | Dale Kennan           | Dale Kennan  | 11/06/2006 09:17 AM | APRV   |
| 3         | Purchasing Department |              |                     | NEW    |
| 4         | Auditor's Office      |              |                     |        |
| 5         | Agenda Coordinator    |              |                     |        |

**Form Started By:** Monica Badillo

**Started On:** 11/03/2006 05:23 PM

**Final Approval Date:**

---



DATE: November 6, 2006

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: Department of Budget & Management c/o Constable Pct. 4 -A. Rios

ACCOUNT NUMBER: 6-1100-421-00-294-001-0-741

SUBJECT: 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 Inter-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

| INCREASE/DECREASE<br>ACCOUNT NUMBER | ACCOUNT (OBJECT)<br>NAME   | AMOUNT      |
|-------------------------------------|----------------------------|-------------|
|                                     |                            |             |
|                                     |                            |             |
| 6-1100-415-00-115-002-0- 899        | CO WIDE ADM. - CONTINGENCY | (40,000.00) |
|                                     |                            |             |
|                                     |                            |             |
| 6-1100-421-00-294-001-0- 741        | CONSTABLE PCT. 4 -VEHICLES | 40,000.00   |
|                                     |                            |             |
|                                     |                            |             |
|                                     |                            |             |
|                                     |                            |             |
|                                     |                            |             |
|                                     |                            |             |
|                                     |                            |             |
|                                     |                            |             |
|                                     |                            |             |
|                                     |                            |             |
| TOTAL BUDGET INCREASE (DECREASE)    |                            | 0.00        |

REASON:  
FOR THE PURCHASE OF A NEW VEHICLE

DEPARTMENT HEAD SIGNATURE

/ /  
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK