

Tax Rate/Budget

DRAINAGE DISTRICT

Date: 09/29/2009
Submitted By: Minerva Luna, DRAINAGE DISTRICT
Submitted For: Lora Briones
Department: DRAINAGE DISTRICT

Information

CAPTION

- A. Public Hearing on the 2010 proposed budget.
- B. Discussion, consideration and action or changes, "if any", and the Adoption of the 2010 Annual Budget.
- C. Approval to set salaries for District Employees and Travel Allowances for Board Members.
- D. Adoption of the 2009 Tax Rate.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/24/2009 10:03 AM	APRV
2	Perla Lopez	Perla Lopez	09/24/2009 11:08 AM	APRV
3	Final Approval		09/25/2009 04:30 PM	NEW
Form Started By: Minerva Luna			Started On: 09/24/2009 09:44 AM	
Final Approval Date: 09/25/2009				

**FNB-Depository Bank Contract/Depository Pledge Agreement
DRAINAGE DISTRICT**

Date: 09/29/2009
Submitted By: Marty Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.

Information

CAPTION

Pursuant to the current agreement titled "Depository Bank Contract", (Page 1, Section 3.), a request by FNB for Hidalgo County Drainage District Board of Directors to substitute a Depository Pledge Agreement as required on Page 2, Sections 6. & 7. currently with Amegy Bank for Collateral with a new Depository Pledge Agreement with The Independent Bankers Bank (TIB) and thus complying with FNB's obligations under the Depository Bank Contract with HCDD #1 including authority for Chairman of the Board, Board Member(s) or County Treasurer to execute documents (three originals) if necessary.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCOUNT #:
FUNDS AVAILABLE? Y/N: MATCHING FUNDS? Y/N:
BUDGETARY IMPACT:

We are unaware of any budgetary impact (expense) directly attributable to DD#1 for this action.

Attachments

Link: [Drainage District Contract Information](#)
Link: [FNB NEW DEPOSITORY PLEDGE AGREEMENT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/24/2009 01:43 PM	APRV
2	Perla Lopez	Perla Lopez	09/25/2009 09:47 AM	APRV
3	Final Approval		09/25/2009 04:30 PM	NEW
Form Started By: Marty Salazar			Started On: 09/24/2009 11:13 AM	
Final Approval Date: 09/25/2009				

**FIRST NATIONAL BANK
BANK DEPOSITORY CONTRACT**

C-09-065A-04-17

This **DEPOSITORY CONTRACT** is made and entered into on the date last herein written by and between **HIDALGO COUNTY DRAINAGE DISTRICT NUMBER ONE**, a political subdivision of the State of Texas, hereinafter called "**District**" and **FIRST NATIONAL BANK**, a national banking association, organized under the law of the United States and authorized by law to do banking business in the State of Texas, hereinafter called "**Bank**, and provides as follows:

1. Designation of Depository. District, through action of the Commissioner's Court of the District, its governing body, hereby designates Bank as a depository of funds for the period beginning **May 10, 2009**, and continuing through **May 9, 2013**.

2. District Representatives. During the term of this Depository Contract, the District will, through appropriate action of its Commissioner's Court, designate the officer, or officers, who singly or jointly will be authorized to represent and act on behalf of the District in any and all matters of every kind arising under this Depository Contract and to (a) appoint and designate, from time to time, a person or persons who may request withdrawals, orders for payment or transfer on behalf of the District in accordance with the electronic fund or funds transfer agreement and addenda, and (b) make withdrawals or transfers by written instrument.

* 3. Entire Agreement. This Depository Contract and the attached Addendums constitute the entire agreement between Bank and District and the terms and provisions of this Contract may not be amended, altered, or waived except by mutual agreement evidenced by written instrument signed by duly authorized representatives of both parties. The following Addendums are hereby incorporated into this Contract for all the purposes as if fully appearing herein and all references to "County" in addendums 1 and 2 shall be deemed to mean "District":

Addendum I Application for Depository Bank for funds of Hidalgo County, Texas

Addendum II Agreed Negotiated Terms to Application for Depository Bank for funds of Hidalgo County, Texas

The following operating agreements shall be entered into between the parties to facilitate the performance of this Contract in accordance with the terms of the application:

1. Depository Pledge Agreement
2. Online Banking Agreement
3. ACH Origination Agreement
4. Positive Pay
5. LockBox Agreement

6. Trust Services

4. Interest on Deposits. District may arrange for time deposits and Bank may accept and shall hold such deposits subject to payment in accordance with the terms of the deposit. Interest shall be calculated at the rates, which Bank has bid for the particular denomination and time period of said deposits at competitive public bidding for said deposits. Time deposits will mature on or before May 9, 2013.

5. Minimum Collected. District shall maintain a minimum daily collected balance in each of its accounts, of at least \$1.00 during the term of this Contract.

6. Collateral for Deposits. All funds on deposit with Bank to the credit of the District shall be secured by collateral as provided for the Public Funds Collateral Act (Chapter 2257 of the Texas Government Code). The total market value of the collateral (which includes accrued interest or income to the extent it is not included in the market price) securing such deposits shall be in an amount at least equal to one hundred five percent (105%) of the amount of such deposits, plus the amount of any accrued interest thereon, less the amount that such deposits are insured by the Federal Deposit Insurance Corporation. The market value with respect to any securities (collateral) as of any date will be obtained from a primary dealer. When additional collateral is required to cover incremental deposits, Bank must receive the request for collateral prior to 10:30 am on the day the deposits are actually received. Without any obligation to do so, Bank will on a best-efforts basis attempt to provide additional collateral for incremental deposits when notification is received after the delineated deadlines listed above.

~~*~~ 7. Amegy Bank for Collateral. (a) Bank has heretofore or will immediately hereafter deliver to Amegy Bank collateral of the kind and character above mentioned of sufficient amount and market value to provide adequate collateral for the funds of District deposited with Bank. Said collateral or substitute collateral, as hereinafter provided for, shall be kept and retained by said Bank in trust so long as the depository relationship between District and Bank shall exist hereunder, and thereafter so long as deposits made by District and held by Bank hereunder shall have not been properly paid out by Bank to District or on its order.

(b) Amegy Bank will accept said collateral and hold the same in trust for the purposes herein stated. (See "Depository Pledge Agreement for Amegy Bank".)

8. Default. Should Bank fail at any time to pay and satisfy, when due, any check, draft, or voucher lawfully drawn against any deposits and the interest on such deposits or in any manner breach its contract with District, District shall give written notice of such failure or breach to Bank, and Bank shall have thirty (30) business days to cure such failure or breach. In the event Bank shall fail to cure any such failure or breach within (30) business days or should the Bank be declared insolvent by a Federal banking regulatory agency, it shall be the duty of Amegy Bank, upon demand of District



FIRST NATIONAL BANK

SCANNED

RECEIVED BY
COUNTY AUDITOR

Member FDIC SEP 18 2009

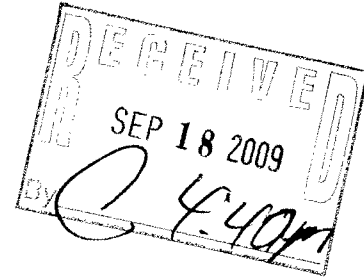
2009 SEP 18 PM 3 07

INITIALS:

Sm

August 24, 2009

Raymundo Eufrazio
County of Hidalgo
2808 S. Bus Hwy 281
Edinburg, Texas 78539



Dear Mr. Eufrazio:

We are pleased to advise you that we have entered into an agreement with The Independent Bankers Bank (TIB) a long established and prestigious bankers' bank, as an option to safe-keep securities pledged on behalf of the county's deposits.

TIB has become one of the nation's largest bankers' banks, with more than \$1.4 billion in total assets, over 400 shareholders, a product line of more than 30 services and over 1,200 customer banks in more than 40 states.

This option came about when we went to visit TIB, and took a look at their operation. TIB is a bankers' bank, so their only customers are banks, and this allows them to focus their attentions to serving us and intern you. We feel that both FNB and the county will benefit from this focused banking strategy. As one of our safekeeping agent, TIB will have the same responsibilities as Amegy Bank as far as managing the county's collateral. They will also provide safekeeping for the county's investments if that is ever needed down the road.

Once we have received your signed contracts, we will begin the process of moving your collateral to TIB.

If you have any questions, please feel free to call me 956-380-8506 or e-mail me roxanna.deleon@webfnb.com.

Sincerely,

Roxanna De Leon

Roxanna De Leon
AVP Public Finance

DEPOSITORY PLEDGE AGREEMENT

County of Hidalgo, (“Depositor”) has selected **FIRST NATIONAL BANK**, (“Bank”) as a depository for certain of its funds and Bank has agreed to act as the depository for those funds in accordance with applicable laws, which require that Bank secure the deposited funds, to the extent not insured by the Federal Deposit Insurance Corporation (“FDIC”), by pledging securities (“Eligible Securities”) of any type (including without limitation surety bonds and investment securities) permitted by the provisions of the Public Funds Collateral Act, Title 10, Chapter 2257 of the Texas Government Code (the “Governing Statutes”). **THE INDEPENDENT BANKERSBANK**, (“Custodian”) has agreed to hold the pledged securities in safekeeping pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants in this Agreement, Depositor, Bank and Custodian agree as follows:

1. **Grant of Security Interest; Instructions Regarding Collateral.** Bank hereby grants to Depositor a security interest in all Eligible Securities held by Custodian and reflected on Custodian’s records as being pledged to Depositor (the “Collateral”), and Custodian agrees to hold all Collateral deposited with it pursuant to the terms of this Agreement, and to serve as collateral agent for Depositor. Until Depositor has the right to compel sale of the Collateral under Paragraph 6 hereof, Custodian may act only in accordance with the joint instructions of Bank and Depositor, provided that Bank shall be permitted to unilaterally substitute Eligible Securities for the Collateral in accordance with Paragraph 3 hereof. Addendum “A” contains the names and specimen signatures of individuals authorized to act on behalf of Depositor, and Addendum “B” contains the names and specimen signatures of individuals authorized to act on behalf of Bank. Either Depositor or Bank may add or remove authorized representatives without the consent of the other at any time by providing Custodian with a replacement addendum, duly executed by an authorized individual.

2. **Amount of Collateral.** The aggregate market value of Eligible Securities held by a Custodian at all times during the term of this Agreement must be in an amount not less than 105 % of (a) the amount of the collected funds on deposit, increased by (b) the amount of accrued but uncredited interest, (c) reduced by that portion of the funds insured by the FDIC. Such amount is hereinafter called the “Required Collateral Value”.

3. **Substitutions and Withdrawals of Collateral.** If the aggregate market value or Collateral held by Custodian at any time exceeds the Required Collateral Value, Bank may withdraw any excess Collateral by providing Custodian with a withdrawal notice signed by an authorized representative of both Bank and Depositor. Depositor agrees to promptly sign the withdrawal notice if the market value of the remaining Collateral equals or exceeds the Required Collateral Value. Additionally, Bank may substitute Eligible Securities for any of the Collateral held by Custodian at any time by providing Custodian with a substitution notice signed by an authorized representative of Bank, provided that the market value of the Collateral following such substitution would equal or exceed the Required Collateral Value.

4. **Bank’s Obligations.** Bank shall perform all of the duties and obligations required of a depository under applicable law with respect to collateralization of the funds of Depositor on deposit with Bank, including the duties and obligations required under the Governing Statutes. At the expiration of the term of this Agreement, Bank shall turn over to any successor depository designated by Depositor all funds held by Bank as depository. Bank will furnish to Depositor a monthly statement listing a description of the Collateral. The statement will specify the par value, market value, and maturity date of each component of the Collateral. Upon request, Bank shall provide to Depositor a copy of Bank’s most recent publicly available quarterly or annual financial statement.

5. **Custodian’s Obligations.** Custodian shall perform all of the duties and obligations required of a custodian under applicable law with respect to the custody and disposition of Eligible Securities, including the duties and obligations required under the Governing Statutes. On receipt of Eligible Securities pledged to Depositor, including Eligible Securities substituted for other Collateral, Custodian shall immediately identify such Eligible Securities on its books and records as being Collateral securing the deposited funds to Depositor, and shall promptly issue and deliver to Bank a receipt for such Collateral. Upon receipt, Bank will promptly mail the receipt to Depositor.

6. **Default and Remedies.** If Bank defaults in performing its obligations under Paragraph 4 above, or if Bank is declared insolvent, or if a receiver is appointed for Bank, Depositor may instruct Custodian to sell the Collateral or any part thereof at public or private sale, after providing Bank at least three (3) business days prior written, notice and opportunity to cure the default, and, if Bank fails to cure the default within the required period of time, Custodian shall proceed to sell the specified Collateral in accordance with the Depositor's instructions. The proceeds of any sale shall be applied to satisfy any indebtedness owed by Bank to Depositor, and any excess proceeds shall be returned to Bank. Depositor will also have any other remedies available under applicable law.

7. **Termination of Agreement.** Any party of this Agreement may terminate this Agreement by giving thirty (30) days prior written notice of termination to other parties.

8. **Applicable Law; Other Agreements.** This Agreement is governed by the laws of the State of Texas. All deposit accounts of Depositor, and cash management services, if any, provided in connection with such accounts, will be subject to Bank's Business Account of Agreement and Disclosure Statement, Wholesale Demand Deposit Account Disclosure Statement, and /or Cash Management Terms and Conditions, as applicable, in effect from time to time, and as modified in writing by agreement of the parties.

9. **Miscellaneous** The headings in this agreement are for convenience of reference only and should not be used in interpreting this Agreement. If any provision of this agreement is illegal or unenforceable under applicable law, that provision should be deemed reformed so as to be enforceable to the extent permitted by applicable law, or if that is not possible, then this Agreement should be read as if that provision was never a part of it, and the remainder of the Agreement will be enforceable. THIS AGREEMENT REPRESENTS THE FINAL AGREEMENT OF THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO ORAL AGREEMENTS OF THE PARTIES. Notices given under this Agreement must be addressed as set forth below the signature of each party, and will be effective upon actual receipt by the addressee or upon refusal of delivery during the normal business hours of the addressee.

Date of Agreement: _____, 20 ____.

DEPOSITOR:

CUSTODIAN: **THE INDEPENDENT BANKERS BANK,**

By: _____

By: _____

Name: _____

Name: Jorja Morgan

Title: _____

Title: VP/ Investments Operations

Address for notice: _____

Address for notice: 350 Phelps Dr.

_____ Irving, Texas 75038

BANK: FIRST NATIONAL BANK,

By: _____

Name: Eddie Leal

Title: Comptroller

ADDENDUM "B"
(Authorized Officers of Bank)

One signature of any of the following authorized officers of Bank is required to authorize actions to be taken pursuant to the foregoing Depository Pledge Agreement:

1. Saul Ortega _____
(Name) (Signature)

2. Eddie Leal _____
(Name) (Signature)

3. Mary Elizondo _____
(Name) (Signature)

4. Roxanna De Leon _____
(Name) (Signature)

5. _____
(Name) (Signature)

6. _____
(Name) (Signature)

7. _____
(Name) (Signature)

DEPOSITORY PLEDGE AGREEMENT

County of Hidalgo, (“Depositor”) has selected **FIRST NATIONAL BANK**, (“Bank”) as a depository for certain of its funds and Bank has agreed to act as the depository for those funds in accordance with applicable laws, which require that Bank secure the deposited funds, to the extent not insured by the Federal Deposit Insurance Corporation (“FDIC”), by pledging securities (“Eligible Securities”) of any type (including without limitation surety bonds and investment securities) permitted by the provisions of the Public Funds Collateral Act, Title 10, Chapter 2257 of the Texas Government Code (the “Governing Statutes”). **THE INDEPENDENT BANKERSBANK**, (“Custodian”) has agreed to hold the pledged securities in safekeeping pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants in this Agreement, Depositor, Bank and Custodian agree as follows:

1. **Grant of Security Interest; Instructions Regarding Collateral.** Bank hereby grants to Depositor a security interest in all Eligible Securities held by Custodian and reflected on Custodian’s records as being pledged to Depositor (the “Collateral”), and Custodian agrees to hold all Collateral deposited with it pursuant to the terms of this Agreement, and to serve as collateral agent for Depositor. Until Depositor has the right to compel sale of the Collateral under Paragraph 6 hereof, Custodian may act only in accordance with the joint instructions of Bank and Depositor, provided that Bank shall be permitted to unilaterally substitute Eligible Securities for the Collateral in accordance with Paragraph 3 hereof. Addendum “A” contains the names and specimen signatures of individuals authorized to act on behalf of Depositor, and Addendum “B” contains the names and specimen signatures of individuals authorized to act on behalf of Bank. Either Depositor or Bank may add or remove authorized representatives without the consent of the other at any time by providing Custodian with a replacement addendum, duly executed by an authorized individual.

2. **Amount of Collateral.** The aggregate market value of Eligible Securities held by a Custodian at all times during the term of this Agreement must be in an amount not less than 105 % of (a) the amount of the collected funds on deposit, increased by (b) the amount of accrued but uncredited interest, (c) reduced by that portion of the funds insured by the FDIC. Such amount is hereinafter called the “Required Collateral Value”.

3. **Substitutions and Withdrawals of Collateral.** If the aggregate market value or Collateral held by Custodian at any time exceeds the Required Collateral Value, Bank may withdraw any excess Collateral by providing Custodian with a withdrawal notice signed by an authorized representative of both Bank and Depositor. Depositor agrees to promptly sign the withdrawal notice if the market value of the remaining Collateral equals or exceeds the Required Collateral Value. Additionally, Bank may substitute Eligible Securities for any of the Collateral held by Custodian at any time by providing Custodian with a substitution notice signed by an authorized representative of Bank, provided that the market value of the Collateral following such substitution would equal or exceed the Required Collateral Value.

4. **Bank’s Obligations.** Bank shall perform all of the duties and obligations required of a depository under applicable law with respect to collateralization of the funds of Depositor on deposit with Bank, including the duties and obligations required under the Governing Statutes. At the expiration of the term of this Agreement, Bank shall turn over to any successor depository designated by Depositor all funds held by Bank as depository. Bank will furnish to Depositor a monthly statement listing a description of the Collateral. The statement will specify the par value, market value, and maturity date of each component of the Collateral. Upon request, Bank shall provide to Depositor a copy of Bank’s most recent publicly available quarterly or annual financial statement.

5. **Custodian’s Obligations.** Custodian shall perform all of the duties and obligations required of a custodian under applicable law with respect to the custody and disposition of Eligible Securities, including the duties and obligations required under the Governing Statutes. On receipt of Eligible Securities pledged to Depositor, including Eligible Securities substituted for other Collateral, Custodian shall immediately identify such Eligible Securities on its books and records as being Collateral securing the deposited funds to Depositor, and shall promptly issue and deliver to Bank a receipt for such Collateral. Upon receipt, Bank will promptly mail the receipt to Depositor.

6. **Default and Remedies.** If Bank defaults in performing its obligations under Paragraph 4 above, or if Bank is declared insolvent, or if a receiver is appointed for Bank, Depositor may instruct Custodian to sell the Collateral or any part thereof at public or private sale, after providing Bank at least three (3) business days prior written, notice and opportunity to cure the default, and, if Bank fails to cure the default within the required period of time, Custodian shall proceed to sell the specified Collateral in accordance with the Depositor's instructions. The proceeds of any sale shall be applied to satisfy any indebtedness owed by Bank to Depositor, and any excess proceeds shall be returned to Bank. Depositor will also have any other remedies available under applicable law.

7. **Termination of Agreement.** Any party of this Agreement may terminate this Agreement by giving thirty (30) days prior written notice of termination to other parties.

8. **Applicable Law; Other Agreements.** This Agreement is governed by the laws of the State of Texas. All deposit accounts of Depositor, and cash management services, if any, provided in connection with such accounts, will be subject to Bank's Business Account of Agreement and Disclosure Statement, Wholesale Demand Deposit Account Disclosure Statement, and /or Cash Management Terms and Conditions, as applicable, in effect from time to time, and as modified in writing by agreement of the parties.

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Date of Agreement: _____, 20 ____.

DEPOSITOR:

CUSTODIAN: **THE INDEPENDENT BANKERS BANK,**

By: _____

By: _____

Name: _____

Name: Jorja Morgan

Title: _____

Title: VP/ Investments Operations

Address for notice: _____

Address for notice: 350 Phelps Dr.

_____ Irving, Texas 75038

BANK: FIRST NATIONAL BANK,

By: _____

Name: Eddie Leal

Title: Comptroller

ADDENDUM "A"
(Authorized Officers of Depositor)

One signature of any of the following authorized officers of Depositor is required to authorize actions to be taken pursuant to the foregoing Depository Pledge Agreement:

- | | | |
|----|--------|-------------|
| 1. | _____ | _____ |
| | (Name) | (Signature) |
| 2. | _____ | _____ |
| | (Name) | (Signature) |
| 3. | _____ | _____ |
| | (Name) | (Signature) |
| 4. | _____ | _____ |
| | (Name) | (Signature) |
| 5. | _____ | _____ |
| | (Name) | (Signature) |
| 6. | _____ | _____ |
| | (Name) | (Signature) |
| 7. | _____ | _____ |
| | (Name) | (Signature) |

ADDENDUM "B"
(Authorized Officers of Bank)

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(Name) (Signature)

2. Eddie Leal _____
(Name) (Signature)

3. Mary Elizondo _____
(Name) (Signature)

4. Roxanna De Leon _____
(Name) (Signature)

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(Name) (Signature)

7. _____
(Name) (Signature)

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Date of Agreement: _____, 20 ____.

DEPOSITOR:

CUSTODIAN: **THE INDEPENDENT BANKERS BANK,**

By: _____

By: _____

Name: _____

Name: Jorja Morgan

Title: _____

Title: VP/ Investments Operations

Address for notice: _____

Address for notice: 350 Phelps Dr.

Irving, Texas 75038

BANK: FIRST NATIONAL BANK,

By: _____

Name: Eddie Leal

Title: Comptroller

ADDENDUM "B"
(Authorized Officers of Bank)

One signature of any of the following authorized officers of Bank is required to authorize actions to be taken pursuant to the foregoing Depository Pledge Agreement:

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(Name) (Signature)
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4. Roxanna De Leon _____
(Name) (Signature)
5. _____
(Name) (Signature)
6. _____
(Name) (Signature)
7. _____
(Name) (Signature)

Common Levee CO#7

DRAINAGE DISTRICT

Date: 09/29/2009
Submitted By: Minerva Luna, DRAINAGE DISTRICT
Submitted For: Minerva Luna
Department: DRAINAGE DISTRICT

Information

CAPTION

- A. Request approval of Tentative Final Completion Certificate of Main Floodway Levee Segment 0-8 (3.13 miles).
- B. Request approval of Change Order No. 7 on the Contract with Ballenger Construction Company for the Construction of Common Levee/Anzalduas Dike Improvements, Hidalgo Loop Levee to Anzalduas Dam Project.
- C. Request approval of Change Order No. 9 on the Contract with Ballenger Construction Company for the Construction of DHS Segment 0-4A. Subject to Department of Homeland Security (DHS) concurrence.
- D. Request approval of Change Order No. 3 on the Contract with Ballenger Construction Company for the Construction of DHS Segment 0-4C. Subject to Department of Homeland Security (DHS) concurrence.
- E. Request approval of Change Order No. 19 on the Contract with McAllen Construction, Inc. for the Construction of Levee DHS 0-9 PH II. Subject to Department of Homeland Security (DHS) concurrence.
- F. Request approval of Change Order No. 22 on the Contract with McAllen Construction, Inc. for the Construction of Levee DHS 0-9 PH II. Subject to Department of Homeland Security (DHS) concurrence.

BACKGROUND

Fiscal Impact

Attachments

- Link: [DHS 0-8 Tent. Final Comp. Cert.](#)
 - Link: [Common Levee CO#7](#)
 - Link: [DHS 0-4A CO#9](#)
 - Link: [DHS 0-4C CO#3](#)
 - Link: [DHS 0-9 PH II Co#19](#)
 - Link: [DHS 0-9 PH II CO#22](#)
-

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/25/2009 10:55 AM	APRV
2	Perla Lopez	Perla Lopez	09/25/2009 02:36 PM	APRV
3	Final Approval		09/25/2009 04:30 PM	NEW

Form Started By: Minerva Luna
Started On: 09/24/2009 09:49 AM

Final Approval Date: 09/25/2009

**CERTIFICATE OF TENTATIVE FINAL COMPLETION
FOR**

**HIDALGO COUNTY LEVEE IMPROVEMENTS PROJECT
DHS SEGMENT O-8
CONTRACT NO. 08-012-07-08**

OWNER:

Hidalgo County Drainage District No. 1
902 North Doolittle
Edinburg, Texas 78541

CONTRACTOR:

Zachry Construction Corporation
P. O. Box 241948
San Antonio, Texas 78224-3948

**Contractor Written Notification to Owner and
Engineer of Tentative Final Completion of Project:**

May 22, 2009

Owner, Contractor, and Engineer Inspection of Work:

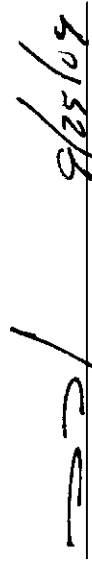
June 1, 2009

**Tentative Certificate of Final Completion
Effective Date of Issuance:**

May 22, 2009

CONTRACT MANAGER:

Hidalgo County Drainage District No. 1


9/25/09

Godfrey Garza Jr., CFM
District Manager, Flood Plan Administrator

ENGINEER:

Dannenbaum Engineering Company-McAllen, LLC


Richard D. Seitz, P.E.
Resident Project Representative

Attached herewith and made a part of this Certificate as "Attachment 1" is a tentative list of items of work to be completed or corrected before issuance of a definitive certification of Substantial Completion. Failure to include a document or item on the applicable list does not alter the responsibility of the Contractor to complete all work in accordance with contract documents.

JUL 02 2009

DRAINAGE DISTRICT #1

Purpose: CONDUCT A TENTATIVE FINAL COMPLETION WALK THROUGH FOR THE PROJECT AND
GENERATE A PUNCH LIST

Location: DHS Segment 0-8

Date/Time: June 1, 2009 / 9:30 a.m.

Attendees:	Luther Sargent	USIBWC	Jim O'Loughlin	CBP
	Francisco Parra	SBI	Jose Elisseche	DOS Logistics
	Abel Ortiz	Zachry	Roman Garcia	USBP
	Martin Ramirez	Zachry	Rogelio Salinas	USBP
	Richard Seitz	Dannenbaum	Wacey Hough	E2M

Prepared By: Steve McGarraugh, AIA

Issued: June 8, 2009

Notice: This report represents observations made by the attendees of the items described below. The observations reported herein were conducted during the event described above. Unless notified to the contrary within seven (7) days from the date of issue, the content of this report is assumed to be accurate and will stand for the record as written.

Items Discussed:

1. Concrete Retaining Wall
 - 1.1 Cut off reinforcing bar at top of wall (several locations)
 - 1.2 Remove wood chamfer at joints
 - 1.3 Telephone cable crossing top of wall at Station 19+56
 - 1.4 Remove excess water-stop and concrete at Station 20+00
 - 1.5 Grind form holes flush with wall
 - 1.6 Fill honey-combing in face of wall
2. Bollards
 - 2.1 Cut Separation between angle irons and bars at adjacent panels
 - 2.2 Straighten bent angle iron and bars at panel ends
 - 2.3 Remove 2x4 from bollards
 - 2.4 Reset steel strap where out of alignment

Realign angle iron where out of alignment Final Punch List

HIDALGO COUNTY

JUL 02 2009

DRAINAGE DISTRICT #1

Final Punch List

Dannenbaum Engineering - McAllen LLC

Page 1 of 2

- 2.5 Cut angle iron at transition from 18' height at McManus Gate
- 2.6 Broken angle iron; weld or replace
- 2.7 Bollards at west end of project should be 18' height (punch list or change order?)
- 2.8 Anti-climb needed at west end of project (punch list or change order?)
- 3. Anti-Climb Fence
 - 3.1 Remove tabs at top of anti-climb fence
- 4. Backfill and Embankment
 - 4.1 Address settlement of subgrade at retaining wall
 - 4.2 Drainage ditch at Station 150+00 needs slope protection (US Fish & Wildlife property)
 - 4.3 Rock rip rap needed at Station 224+00
 - 4.4 Compact settled backfill at back of retaining wall
 - 4.5 Levee elevation lowered at west end of project (damaged by Donna POE construction)
- 5. Roads
 - 2.1 Complete caliche maintenance road at west end of project (damaged by Donna POE construction)
- 6. Site Clean-up / BMP's
 - 6.1 Replace silt fence at wildlife area (land side)
 - 6.2 Repair silt fence at US Fish & Wildlife land (land side)
 - 6.3 Remove concrete and wood construction debris

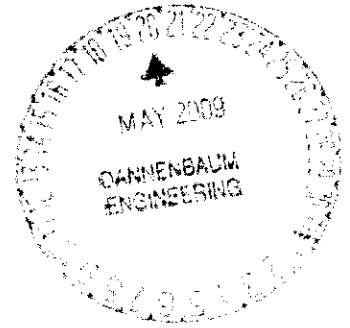
HIDALGO COUNTY

JUL 02 2009

DRAINAGE DISTRICT #1



COPY



Dannenbaum Engineering Company-McAllen LLC
119 Nolana Loop, Suite 208
McAllen, Texas 78904
Attn: Richard Seitz P.E.

RE: Hidalgo Levee DHS Seg 0-8
Hidalgo County, Texas
RE: Final Completion/Utility relocation delay C.O. request

May 18, 2009

Dear Mr. Seitz,

Zachry Construction wants to thank you, Dannenbaum Engineering, Dos Logistics, DHS and Hidalgo County Drainage District Number #1 for the hard work and team work approach that has brought this project to a successful completion.

As per our discussion and our e-mail sent on April 9, 2009 (enclosed), Zachry Construction has incurred additional cost due to delays in the gas line relocations at stations 149+00 and 50+00. Notice of a potential delays and cost impact was given to the Engineer on our letters dated October 16, 2008 and on January 15, 2009 (enclosed).

The attached spread sheet shows an additional cost of \$71,670.00. We estimate that waiting on the utility relocation added no less than 30 days to the final completion of the project. Please note that in the spirit of partnership we have not included any overhead cost for the extended performance.

Today is the last day of the contract allowed time. All work, with the exemption of the Ramp at station 50+00 has been completed. Since the area in question was delayed by the gas line relocation we are hereby requesting that you consider the project completed as of today; otherwise, we will require a time extension for such added work.

We expect to complete all the work around the ramp at station 50+00 no latter than Friday May 22, 2008. Please schedule the final inspection any day after May 22, 2009 or at your earliest convenience.

Best regards.

Abel Ortiz
Project Manager
Zachry Construction Corporation

HIDALGO COUNTY

JUL 02 2009

DRAINAGE DISTRICT #1

COST COMPARISON NORMAL OPERATION VS CURRENT SITUATION:

Normal Operation

Sections left 7

Item	Cost	Unit	Quantity	Cost	Comments
Pump	\$2,000.00	Day	2	\$4,000.00	Have a contract with 10/hr min
Form Rental *	\$0.00				Concurrent with the rest of the job
Crane Cost	\$0.00				Concurrent with the rest of the job
Total Cost				\$4,000.00	

To keep 7 forms to do it at the same rate would have cost \$70,000/month since January 14

Current situation

Sections left 7

Item	Cost	Unit	Quantity	Cost	Comments
Pump	\$2,000.00	Day	7	\$14,000.00	Have a contract with 10/hr min
Form Rental *	\$11,723.50	Month	3	\$35,170.50	March 12, April 12, May 12
Crane cost	\$8,500.00	Month	1	\$8,500.00	
Re-mobilize Steel Crew	\$2,000.00	EA	2	\$4,000.00	
Re-mobilize Seeding Crew	\$2,500.00	EA	2	\$5,000.00	
Re-mobilize Zachry Crew & Equip	\$4,500.00	EA	2	\$9,000.00	
Total Cost				\$75,670.50	

Extra Cost for waiting for the lines to be lowered \$71,670.50

HIDALGO COUNTY

JUL 0 2 2009

DRAINAGE DISTRICT #1

Outstanding Chage order items

Ortiz, Abel

Sent: Thursday, April 09, 2009 10:54 AM

To: Richard Seitz [Richard.Seitz@dannenbaum.com]

Importance: High

Attachments: 24 inch RCP cost proposal.pdf (115 KB) ; Irrigation Line proposal.PDF (222 KB) ; Revised 2inch WL lowering 08.PDF (219 KB)

Richard this is what is outstanding on segment 08

Lower irrigation line \$13,425.43 Done but not processed
 Lower 2" Water line \$3084 Done but not processed
 Add 88' of 24" RCP \$10032 Not done
 Additional Seeding 47,783 SY areas on south side of levee that required grading as indidcted in plans at \$1/sy = \$47,783

Form rental, equipment that had to be kept and extra pump mobilization cost for waiting on lowering utilities should be just under \$70,000 (1 set of Forms is \$11,000 month (Feb, March, April, May) and each extra pump mob is \$2000 because of the minimum 10 hr we will have to bring it back for a total of 7 times). That is \$57,000 plus some other equipment that had to stay. I can get you a detailed breakdown. Tomorrow.

So for items other than the utility delay we have \$74,324

Plus \$70,000 for the utility issue

For a total increase of \$144,648

Minus items that will underrun

Silt Fence	-\$7,233
Construction Entrances	-\$9,000
Flex base salvage	-\$6,276

I don't have a final number on the bollards, the decreases should cover them. So I suggest asking for the \$145,000 that will cover the extra work and the utility issue.

Thanks for you help.

Abel Ortiz
 Project Manager
 Zachry Construction Corporation
 Cel 281-830-3114

HIDALGO COUNTY

JUL 02 2009

DRAINAGE DISTRICT #1



Dannenbaum Engineering Company-McAllen LLC
119 Nolana Loop, Suite 208
McAllen, Texas 78904
Attn: Carlos Aguilar P.E.

RE: Hidalgo Levee DHS Seg 0-8
Hidalgo County, Texas
Utility Conflicts

October 16, 2008

Dear Mr. Aguilar,

This letter is to document several utility conflicts that we have discussed with the Engineer's representatives during the previous three construction progress meetings.

So far we have encountered the following utility conflicts:

- a) Around station 48+00 we have a Tennessee Pipe line crossing. The owner of the gas line has requested design information from the Engineer to ensure that it is safe to construct the wall on top of the pipe line. DOS Logistics is working on providing the requested information to the pipe line's Owner. For safety reasons Zachry Construction can not work in this area and has skipped the location until we receive direction from the Engineer.
- b) We were advised by the representative from Tennessee Pipe line that there is another unmarked gas owned by Texas Pipe line around station 51+25. For safety reasons Zachry Construction can not work in this area and has skipped the location until we receive direction from the Engineer.
- c) Around station 62+00 we have located an unknown line, this line was just discovered On October 14, 2008 and we do not know what it is for. The line is in direct conflict with wall. The area will be skipped until we receive direction from the Engineer.
- d) Around station 107+00 there is an irrigation line that was marked by the Donna Irrigation District after our meeting on September 25, 2008. We have recently discovered that this line is leaking a substantial amount of water and creating a pond between stations 96+00 to 113+80. Zachry will have to skip the entire section until the leak is repaired. Once this line is repaired, the smaller section where the line crosses the wall will be left out until we receive direction from the Engineer as to how to proceed.
- e) Around station 149+00 there is a gas line crossing, our understanding is that Dos Logistics is attempting to contact the owner of the utility. The area will be skipped until we receive direction from the Engineer.

HIDALGO COUNTY

JUL 02 2009

Zachry Construction Corporation

DRAINAGE DISTRICT #1

P.O. Box 421847 Houston, TX 77242 • (713) 782-9702 • (713) 782-9703, fax • www.zachry.com



Please note that these interruptions are causing interference in the sequence of the work. Once these issues are resolved we will determine the effect of these interruptions to the schedule. Therefore we are reserving the right to request additional time and/or additional compensation due to these utility conflicts.

If you have any questions please feel free to contact me at 281-830-3114.

Sincerely

A handwritten signature in black ink, appearing to read 'Abel Ortiz', written over a light blue horizontal line.

Abel Ortiz
Project Manager
Zachry Construction Corporation

HIDALGO COUNTY

JUL 02 2009

DRAINAGE DISTRICT #1

Zachry Construction Corporation

P.O. Box 421847 Houston, TX 77242 • (713) 782-9702 • (713) 782-9703, fax • www.zachry.com



Dannenbaum Engineering Company-McAllen LLC
119 Nolana Loop, Suite 208
McAllen, Texas 78904
Attn: Carlos Aguilar P.E.

RE: Hidalgo Levee DHS Seg 0-8
Hidalgo County, Texas
RE: Substantial Completion

January 15, 2009

Dear Mr. Aguilar,

We are pleased to inform you that Zachry Construction Corp (ZCC) achieved substantial completion on the project referenced above as defined by Article 4 of the contract documents, on January 14, 2009.

As you are aware, we have four utility conflicts that impede the completion of these small segments of the wall until the utilities are relocated. Please be advised that these utility conflicts will soon be on the critical path and will begin to delay overall project completion by the end of this month.

Although our intent is to mitigate any cost impact caused by the utility conflict delay, we will soon be at the point in which we will have no choice but to request additional compensation for the associated direct and indirect costs.

If you have any questions, please feel free to contact me at 281-830-3114.

Sincerely

A handwritten signature in black ink, appearing to read 'Abel Ortiz'.

Abel Ortiz
Project Manager
Zachry Construction Corporation

HIDALGO COUNTY

JUL 02 2009

DRAINAGE DISTRICT #1

Zachry Construction Corporation

P.O. Box 421847 Houston, TX 77242 • (713) 782-9702 • (713) 782-9703, fax • www.zachry.com

HIDALGO County Drainage District No. 1
LEVEE IMPROVEMENTS PROJECT
COMMON LEVEE (5.35 MILES)

CHANGE ORDER NO. 7

Date: August 13, 2009

Contractor: Ballenger Construction Company
24200 North FM 509
Harlingen, Texas 78550

Owner: Hidalgo County Drainage District No. 1
902 N. Doolittle Road
Edinburg, Texas 78541

Reference: LEVEE IMPROVEMENTS PROJECT
COMMON LEVEE (5.35 MILES)

Contract No. 08-007-05-27
Dannenbaum No. 4287-04

Description: Reconciliation on quantities not performed by Contractor.

Contract Amount:

Original Contract Price:	\$ 7,593,164.28
Previous Change Order(s):	\$ (54,146.40)
Contract price prior to this change order:	\$ 7,539,017.88
Net increase (decrease) from this change order:	\$ (61,637.52)
Contract price with all change orders to date (including this change order):	\$ 7,477,380.36

Contract Time:

Authorized contract time change:	
Previous Total	0 days
This Change Order	0 days
Total to Date	0 days

APPROVALS:

ENGINEER:

Dannenbaum Engineering Company - McAllen, LLC


Richard D. Seitz, P.E. Date 8/20/09
Resident Project Representative

OWNER:

Hidalgo Co. Drainage Dist. No. 1

JD Salinas Date
Chairman of the Board

ACCEPTED:

CONTRACTOR:

Ballenger Construction Company


Joe C. Ballenger Jr. Date 9/15/09
President

HIDALGO COUNTY

SEP 22 2009

DRAINAGE DISTRICT #1

HIDALGO COUNTY
CANCELLED SEP 27 2009
SEP 16 2009
DRAINAGE DISTRICT #1

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
LEVEE IMPROVEMENTS PROJECT

CHANGE ORDER NO. 7

ATTACHMENT B

Date: September 21, 2009

Contractor: BALLENGER CONSTRUCTION
CO.
24200 North FM 509
Harlingen, Texas 78550

Owner: Hidalgo County Drainage District No. 1
902 N. Doolittle Road
Edinburg, Texas 78541

Reference: MISSION LEVEE IMPROVEMENTS
PROJECT
COMMON LEVEE / ANZALDUAS
DIKE IMPROVEMENT PROJECT
(5.35 MILES)

Contract No. 08-007-05-27

Dannenbaum No. 4287-04

ENGINEER'S EXPLANATION

DESCRIPTION OF CHANGE

Reconciliation on quantities not performed by Contractor.

JUSTIFICATION FOR CHANGE

In an effort to close this project out, discussions took place with the Contractor and Inspector to quantify what quantities were not performed by the Contractor and must be credited back to the Owner. This change order reconciles all quantities to match what was constructed in the field.

ENGINEER'S JUSTIFICATION OF COST

This was a straight unit cost change order, no backup calculations required.

HIDALGO County Drainage District No. 1
LEVEE IMPROVEMENTS PROJECT
DHS SEGMENT 0-4A (3.91 MILES)

CHANGE ORDER NO. 9

Date: June 22, 2009

Contractor: Ballenger Construction Co.
24200 North FM 509
Harlingen, Texas 78550

Owner: Hidalgo County Drainage District No. 1
902 N. Doolittle Road
Edinburg, Texas 78541

Reference: LEVEE IMPROVEMENTS PROJECT
DHS SEGMENT 0-4A (3.91 MILES)

Contract No. 08-023-09-30
Dannenbaum No. 4287-03

Description:
Reduced Retaining Wall Stem quantity.

Contract Amount:

Original Contract Price:	\$	39,809,630.95
Previous Change Order(s):	\$	250,209.59
Contract price prior to this change order:	\$	40,059,840.54
Net increase (decrease) from this change order:	\$	(30,291.71)
Contract price with all change orders to date (including this change order):	\$	<u>40,029,548.83</u>

Contract Time:

Authorized contract time change:		
Previous Total	0	days
This Change Order	0	days
Total to Date	<u>0</u>	days

APPROVALS:

ENGINEER:
Dannenbaum Engineering Company - McAllen, LLC


Richard D. Seitz, P.E. Date 6/22/09
Resident Project Representative

OWNER:
Hidalgo Co. Drainage Dist. No. 1

JD Salinas Date
Chairman of the Board

ACCEPTED:

CONTRACTOR:
Ballenger Construction Co


Joe C. Ballenger Date 6/29/09
President

HIDALGO COUNTY
JUL 0 1 2009
DRAINAGE DISTRICT #1

BALLENGER CONSTRUCTION COMPANY

An Equal Opportunity Employer

COPY



June 22, 2009

Richard Seitz, P. E.
Dannenbaum Engineering Company – McAllen, LLC
1109 Nolana Loop, Suite 208
McAllen, Texas 78504

Re: USIBWC Hidalgo Protective Levee Improvements Project
DHS Segment 4A: Change Order No. 9

Dear Mr. Seitz:

Ballenger has reviewed Change Order No. 9, and agrees that a "Stem Quantity Deduction" needs to take place. Attached, please find BCCO's spreadsheet dealing with this quantity deduction.

If you have any questions, please call at any time.

Sincerely,

Robert Acuna
Project Controls Manager
Ballenger Construction Company

HIDALGO COUNTY

JUL 01 2009



BALLENGER CONSTRUCTION COMPANY

DHS SEGMENT 4A

Labor Cost

Name	Rate	Hours	Hours x Rate x 1.16		Cost x 0.25		Cost x 0.55		Cost + Profit + Burden Total Cost
			Cost w/ Burden	Profit	Profit	Burden			
Common Labor	\$ 7.69	95	\$ 847.44	\$	211.86	\$	466.09	\$	\$1,525.39
Common Labor	\$ 7.69	95	\$ 847.44	\$	211.86	\$	466.09	\$	\$1,525.39
									\$0.00
									\$0.00
									\$0.00

Materials

Description	Unit	Qty.	Unit Cost x Quantity		Cost x 0.25		Cost + Profit Total
			Unit Cost	Cost	Profit	Total	
Class C Concrete	CY	254	\$ 86.00	21,844	5,461	\$27,305.00	

Labor	\$3,050.76
Materials	\$27,305.00
Total	\$30,356.76

SIGNATURE: Robert A. [Signature]
 DATE: 6/22/09

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
LEVEE IMPROVEMENTS PROJECT

CHANGE ORDER NO. 9

ATTACHMENT B

Date: June 30, 2009

Contractor: Ballenger Construction Co.
24200 North FM 509
Harlingen, Texas 78550

Owner: Hidalgo County Drainage District No. 1
902 N. Doolittle Road
Edinburg, Texas 78541

Reference: LEVEE IMPROVEMENTS
PROJECT
DHS SEGMENT 0-4A (3.91 MI)

Contract No. 08-023-09-30
Dannenbaum No. 4287-03

ENGINEER'S EXPLANATION

DESCRIPTION OF CHANGE

Reduced Retaining Wall Stem concrete quantity.

JUSTIFICATION FOR CHANGE

Reduction to original concrete quantity for retaining wall stem to reflect volume occupied by bollards.

ENGINEER'S JUSTIFICATION OF COST

Contractor to credit an amount equal to the cost for material and labor for the volume of concrete occupied by the bollards only rather than for entire unit price Contractor bid for construction of Retaining Wall Cast-In-Place Stem. Contractor's cost for concrete per cubic yard is \$86.00 and labor per cubic yard is \$15.38. Total credit back per cubic yard is \$119.51, when multiplied by 254 cubic yards totals a credit of \$30,355.78. Based upon a review of the Contractor's backup and Engineer's knowledge of concrete cost and labor cost for the area, Engineer recommends acceptance of Contractor's offer.

HIDALGO COUNTY

JUL 01 2009

DRAINAGE DISTRICT #1

HIDALGO County Drainage District No. 1
LEVEE IMPROVEMENTS PROJECT
DHS SEGMENT 0-4C (0.44 MILES)

CHANGE ORDER NO. 3

Date: June 22, 2009

Contractor: Ballenger Construction Co.
24200 North FM 509
Harlingen, Texas 78550

Owner: Hidalgo County Drainage District No. 1
902 N. Doolittle Road
Edinburg, Texas 78541

Reference: LEVEE IMPROVEMENTS PROJECT
DHS SEGMENT 0-4C (0.44 MILES)

Contract No. 08-024-09-30
Dannenbaum No. 4287-03

Description: Reduced Retaining Wall Stem concrete quantity.

Contract Amount:


Original Contract Price:	\$	4,403,851.15
Previous Change Order(s):	\$	188.40
Contract price prior to this change order:	\$	4,404,039.55
Net increase (decrease) from this change order:	\$	(5,726.31)
Contract price with all change orders to date (including this change order):	\$	<u>4,398,313.24</u>

Contract Time:

Authorized contract time change:	
This Change Order	0 days
Previous Total	0 days
Total to Date	<u>0 days</u>

APPROVALS:

ENGINEER:
Dannenbaum Engineering Company - McAllen, LLC



Richard D. Seitz, P.E. Date 6/22/09
Resident Project Representative

OWNER:
Hidalgo Co. Drainage Dist. No. 1

JD Salinas Date
Chairman of the Board

ACCEPTED:

CONTRACTOR:
Ballenger Construction Co.


Joe C. Ballenger, Jr. Date 6/29/09
President

HIDALGO COUNTY

JUL 01 2009

DRAINAGE DISTRICT #1

BALLENGER CONSTRUCTION COMPANY

An Equal Opportunity Employer

COPY



June 22, 2009

Richard Seitz, P. E.
Dannenbaum Engineering Company – McAllen, LLC
1109 Nolana Loop, Suite 208
McAllen, Texas 78504

Re: USIBWC Hidalgo Protective Levee Improvements Project
DHS Segment 4C: Change Order No. 3

Dear Mr. Seitz:

Ballenger has reviewed Change Order No. 3, and agrees that a "Stem Quantity Deduction" needs to take place. Attached, please find BCCO's spreadsheet dealing with this quantity deduction.

If you have any questions, please call at any time.

Sincerely,

Robert Acuna
Project Controls Manager
Ballenger Construction Company



HIDALGO COUNTY
JUL 01 2009
DRAINAGE DISTRICT #1

BALLENGER CONSTRUCTION COMPANY

DHS SEGMENT 4C

Labor Cost

Name	Rate	Hours	Hours x Rate x 1.16		Cost x 0.25		Cost x 0.55		Cost + Profit + Burden Total Cost
			Cost w/ Burden	Burden	Profit	Burden			
Common Labor	\$7.69	17.5	\$ 156.11	\$ 85.86	39.03	\$ 85.86	\$ 85.86	\$280.99	
Common Labor	\$7.69	17.5	\$ 156.11	\$ 85.86	39.03	\$ 85.86	\$ 85.86	\$280.99	
								\$0.00	
								\$0.00	
								\$0.00	

Materials

Description	Unit	Qty.	Unit Cost	Unit Cost x Quantity		Cost x 0.25		Cost + Profit Total
				Cost	Quantity	Profit	Total	
Class C Concrete	CY	47	\$ 88.00	4,136	4,136	1,034	\$5,170.00	

Labor \$561.99
 Materials \$5,170.00
Total \$6,731.98

SIGNATURE: *[Signature]*

DATE: 6/22/09

HIDALGO COUNTY

JUL 0 1 2009

DRAINAGE DISTRICT #1

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
LEVEE IMPROVEMENTS PROJECT

CHANGE ORDER NO. 3

ATTACHMENT B

Date: June 30, 2009

Contractor: BALLENGER CONSTRUCTION
CO.
24200 North FM 509
Harlingen, Texas 78550

Owner: Hidalgo County Drainage District No. 1
902 N. Doolittle Road
Edinburg, Texas 78541

Reference: LEVEE IMPROVEMENTS
PROJECT
DHS SEGMENT 0-4C (0.44 MI)

Contract No. 08-024-09-30
Dannenbaum No. 4287-03

ENGINEER'S EXPLANATION

DESCRIPTION OF CHANGE

Reduced Retaining Wall Stem concrete quantity.

JUSTIFICATION FOR CHANGE

Reduction to original concrete quantity for retaining wall stem to reflect volume occupied by bollards.

ENGINEER'S JUSTIFICATION OF COST

Contractor to credit an amount equal to the cost for material and labor for the volume of concrete occupied by the bollards only rather than for entire unit price Contractor bid for construction of Retaining Wall Cast-In-Place Stem. Contractor's cost for concrete per cubic yard is \$88.00 and labor per cubic yard is \$15.38. Total credit back per cubic yard is \$121.96, when multiplied by 47 cubic yards totals a credit of \$5,731.99. Based upon a review of the Contractor's backup and Engineer's knowledge of concrete cost and labor cost for the area, Engineer recommends acceptance of Contractor's offer.

HIDALGO COUNTY

JUL 01 2009

DRAINAGE DISTRICT #1

HIDALGO County Drainage District No. 1
LEVEE IMPROVEMENTS PROJECT
DHS SEGMENT 0-9 PHASE II (1.67 MILES)

CHANGE ORDER NO. 19

Date: May 6, 2009

Contractor: McAllen Construction
4700 N Ware Rd
McAllen, Texas 78504

Owner: Hidalgo County Drainage District No. 1
902 N. Doolittle Road
Edinburg, Texas 78541

Reference: LEVEE IMPROVEMENTS PROJECT
DHS SEGMENT 0-9 PHASE II (1.67 MILES)

Contract No. 08-018-09-02
Dannenbaum No. 4410-04

Description: Refund cost for fabricated bollards not installed on project.

Contract Amount:

Original Contract Price:	\$	13,425,119.85
Previous Change Order(s):	\$	104,433.79
Contract price prior to this change order:	\$	13,529,553.64
Net increase (decrease) from this change order:	\$	37,922.88
Contract price with all change orders to date (including this change order):	\$	<u>13,567,476.52</u>

Contract Time:

Authorized contract time change:

Previous Total	0	days
This Change Order	0	days
Total to Date	<u>0</u>	days

APPROVALS:

ENGINEER:

Dannenbaum Engineering Company - McAllen, LLC


Richard D. Seitz, P.E. Date 5/21/09
Resident Project Representative

OWNER:

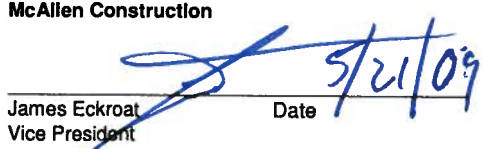
Hidalgo Co. Drainage Dist. No. 1

JD Salinas Date
Chairman of the Board

ACCEPTED:

CONTRACTOR:

McAllen Construction


James Eckroat Date 5/21/09
Vice President



Contract No.: 08-018-09-02
Dannenbaum: 4410-04
Change Order No. 19: Change Order No. 19
Description: Fabricate 9 foot bollards

Labor

Description	Labor	Days	Hours Per Day	Total Hours	Rate Per Hour	Total Cost
Welder	1.00	2.00	10.00	20.00	\$ 22.00	\$ 440.00
Laborer	1.00	2.00	10.00	20.00	\$ 10.00	\$ 200.00
Subtotal						\$ 640.00
Labor burden	30%					\$ 192.00
Labor Comp.	15%					\$ 96.00
						\$ 928.00

Equipment

Description	Quantity	Days	Hours Per Day	Total Hours	Rate Per Hour	Total Cost
Welding Machine	1.00	1.00	10.00	10.00	\$ 40.00	\$ 400.00
Subtotal						\$ 400.00
Equip comp	15%					\$ 60.00
						\$ 460.00

Materials

Description	Qty	Unit	Unit Cost	Line Total
9' Bollard	384.00	EA	53.00	\$ 20,352.00
No. 5 Rebar	384.00	EA	6.50	\$ 2,496.00
				\$ 22,848.00

Total

Total Labor and Material Cost	\$	24,236.00
Mobilization, Bonds and Insurance	at 10%	\$ 2,423.60
Item total	\$	26,659.60
Total Cost Per Bollard	\$	69.43

HIDALGO COUNTY

MAY 08 2009

DRAINAGE DISTRICT #1

Contract No.: 08-018-09-02
Dannenbaum: 4410-04
Change Order No. 19: Change Order No. 19
Description: Fabricate 11 foot bollards

Labor						
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Description	Labor	Days	Hours Per Day	Total Hours	Rate Per Hour	Total Cost
Welder	1.00	1.00	0.50	0.50	\$ 22.00	\$ 11.00
Laborer	1.00	1.00	0.50	0.50	\$ 10.00	\$ 5.00
Subtotal						\$ 16.00
Labor burden	30%					\$ 4.80
Labor Comp.	15%					\$ 2.40
						\$ 23.20

Equipment						
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Description	Quantity	Days	Hours Per Day	Total Hours	Rate Per Hour	Total Cost
Welding Machine	1.00	1.00	0.50	0.50	\$ 40.00	\$ 20.00
Subtotal						\$ 20.00
Equip comp					15%	\$ 3.00
						\$ 23.00

Materials					
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Description	Qty	Unit	Unit Cost	Line Total
11' Bollard	16.00	EA	54.41	\$ 870.56
No. 5 Rebar	16.00	EA	8.00	\$ 128.00
				\$ 998.56

Total	
-------	--

Total Labor and Material Cost		\$ 1,044.76
Mobilization, Bonds and Insurance	at 10%	\$ 104.48
Item total		\$ 1,149.24
Total Cost Per Bollard		\$ 71.83

HIDALGO COUNTY
MAY 08 2009
DRAINAGE DISTRICT #1

Contract No.: 08-018-09-02
Dannenbaum: 4410-04
Change Order No. 19: Change Order No. 19
Description: Fabricate 12.42 foot bollards

Labor

Description	Labor	Days	Hours Per Day	Total Hours	Rate Per Hour	Total Cost
Welder	1.00	1.00	4.00	4.00	\$ 22.00	\$ 88.00
Laborer	1.00	1.00	4.00	4.00	\$ 10.00	\$ 40.00
Subtotal						\$ 128.00
Labor burden	30%					\$ 38.40
Labor Comp.	15%					\$ 19.20
						\$ 185.60

Equipment

Description	Quantity	Days	Hours Per Day	Total Hours	Rate Per Hour	Total Cost
Welding Machine	1.00	1.00	4.00	4.00	\$ 40.00	\$ 160.00
Subtotal						\$ 160.00
Equip comp	15%					\$ 24.00
						\$ 184.00

Materials

Description	Qty	Unit	Unit Cost	Line Total
12.42' Bollard	112.00	EA	70.03	\$ 7,843.36
No. 5 Rebar	112.00	EA	8.75	\$ 980.00
				\$ 8,823.36

Total

Total Labor and Material Cost		\$ 9,192.96
Mobilization, Bonds and Insurance	at 10%	\$ 919.30
Item total		\$ 10,112.26
Total Cost Per Bollard		\$ 90.29

HIDALGO COUNTY
MAY 08 2009
DRAINAGE DISTRICT #1

05/05/2009

DHS Segment 0-09 Ph II
 McAllen Construction, Inc.
 Surplus Bollard Pricing - Handling charges included

Description	QTY	Unit	Delivered Bollard Bare Price	Cost to Install Rebar	Cost of #5 Rebar (1.043 lb/lf)	Perm Mat	Direct Labor	Burden	Equipment	Direct Total	0.19% AGC Dues	2.00% G/L	Total Cost	6% Contractor Markup	Biditem Total
9 Foot Surplus Bollards	384	EA	\$ 53.10	\$ 2.67	\$ 6.57	\$23,938.56	\$282.72	\$395.81	\$421.73	\$25,038.82	\$47.57	\$500.78	\$25,587.17	\$1,535.23	\$27,122.40
11 Foot Surplus Bollards	16	EA	\$ 54.41	\$ 2.67	\$ 8.03	\$1,041.76	\$11.78	\$16.49	\$17.57	\$1,087.60	\$2.07	\$21.75	\$1,111.42	\$66.69	\$1,178.11
12.42 Foot Surplus Bollards	112	EA	\$ 70.03	\$ 2.67	\$ 8.76	\$9,123.52	\$82.46	\$115.44	\$123.00	\$9,444.42	\$17.94	\$188.89	\$9,651.25	\$579.08	\$10,230.33
Grand Total:															\$38,530.84

HIDALGO COUNTY
 MAY 08 2009
 DRAINAGE DISTRICT #1

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
LEVEE IMPROVEMENTS PROJECT

CHANGE ORDER NO. 19

ATTACHMENT B

Date: May 6, 2009

Contractor: McALLEN CONSTRUCTION
4700 N WARE ROAD
McALLEN, Texas 78504

Owner: Hidalgo County Drainage District No. 1
902 N. Doolittle Road
Edinburg, Texas 78541

Reference: LEVEE IMPROVEMENTS
PROJECT
DHS SEGMENT 0-9 PH II (1.67 MI)

Contract No. 08-018-09-02

Dannenbaum No. 4410-04

ENGINEER'S EXPLANATION

DESCRIPTION OF CHANGE

Added new bid items for fabricated bollards not installed on project.

JUSTIFICATION FOR CHANGE

Following fabrication of bollards but prior to installation, the wall height was adjusted as a value engineering cost saving. This necessitated a revision to the height of previously fabricated bollards.

ENGINEER'S JUSTIFICATION OF COST

Based on review of Contractor's submitted backup, engineer's opinion of cost was adjusted to include Contractor's 6% markup. This results in the Contractor's estimate being within 2% of the Engineer's estimate. Therefore Dannenbaum recommends issuance of a Change Order in the amount of \$37,922.88.



HIDALGO County Drainage District No. 1
LEVEE IMPROVEMENTS PROJECT
DHS SEGMENT 0-9 PHASE II (1.67 MILES)

CHANGE ORDER NO. 22

Date: May 7, 2009

Contractor: McAllen Construction
4700 N Ware Rd
McAllen, Texas 78504

Owner: Hidalgo County Drainage District No. 1
902 N. Doolittle Road
Edinburg, Texas 78541

Reference: LEVEE IMPROVEMENTS PROJECT
DHS SEGMENT 0-9 PHASE II (1.67 MILES)

Contract No. 08-018-09-02
Dannenbaum No. 4410-04

Description:

Increased Retaining Wall Footing unit price due to increase in reinforcing steel.

Contract Amount:

Original Contract Price:	\$	13,425,119.85
Previous Change Order(s):	\$	152,340.68
Contract price prior to this change order:	\$	13,577,460.53
Net increase (decrease) from this change order:	\$	331,695.88
Contract price with all change orders to date (including this change order):	\$	<u>13,909,156.41</u>

Contract Time:

Authorized contract time change:		
Previous Total	0	days
This Change Order	0	days
Total to Date	<u>0</u>	days

APPROVALS:

ENGINEER:
Dannenbaum Engineering Company - McAllen, LLC



Richard D. Seitz, P.E. Date 5/8/09
Resident Project Representative

OWNER:
Hidalgo Co. Drainage Dist. No. 1

JD Salinas Date
Chairman of the Board

ACCEPTED:

CONTRACTOR:
McAllen Construction


James Eckroat Date 5-11-09
Vice President

HIDALGO COUNTY

MAY 12 2009

DRAINAGE DISTRICT #1

REINFORCING STEEL QUANTITY BACKUP CALCULATIONS - C1 BARS

Station	Station	Length	Number of 32' - 4" Panels	Weight Per Panel (lbs)	Total Weight
111+00	112+37.36	137.36	4.2	2,040	8,666.43
112+37.36	115+63.09	325.73		BOLLARD FOUNDATION	
115+63.09	121+00	536.91	16.6	2,040	33,875.18
121+00	156+00	3,500.00	108.2	1,792	193,979.58
156+00	158+30.02	230.02	7.1	1,394	9,916.95
158+30.02	161+46.31	316.29		BOLLARD FOUNDATION	
161+46.31	162+39.78	93.47	2.9	675.0	1,951.31
162+39.78	162+87.99	48.21		REALIGNMENT	
162+87.99	165+00	212.01	6.6	675	4,425.99
165+00	177+50	1,250.00	38.7	970	37,500.04
177+50	198+55	2,105.00	65.1	904	58,853.26
Project Length:		8,755		Total Weight of C1 Bars:	349,168.74 lbs

HIDALGO COUNTY
MAY 12 2009
DRAINAGE DISTRICT #1

STATION	WALL HEIGHT 7'-"	7'-"	PROPERTIES										REINFORCING STEEL FOR ONE 32'-4" PANEL																									
			WALL DIMENSIONS										MAX SOIL PRESS	A1 ~ 32 #5 12 1/2" C-C		A2 ~ 32 #6 12 1/2" C-C		A3 ~ 32 #7 12 1/2" C-C		A4 ~ 32 #8 12 1/2" C-C		B (#5)				C1				C2				D1 (#5)		D2 (#5)		
			FW	TW	SW	HW	FT	KW	KH	T/SF	LGTH	WT		LGTH	WT	LGTH	WT	LGTH	WT	SPA	NO	LGTH	WT	NO	SIZE	SPA	LGTH	WT	NO	SIZE	SPA	LGTH	WT	SPA	NO	WT	SPA	NO
111+00 TO 112+00	16'-7"	15'-0"	17'-9"	2'-0"	1'-7"	14'-2"	1'-7"	1'-0"	2'-6"	1.23	10'-3"	343	13'-0"	625	11'-4"	742	8'-10"	755	12"	33	18'-8"	643	47	8	9"	16'-3"	2040	47	8	9"	17'-3"	2165	12"	32	1063	12"	6	200
116+00 TO 121+00	16'-7"	15'-0"	17'-9"	2'-0"	1'-7"	14'-2"	1'-7"	1'-0"	2'-6"	1.23	10'-3"	343	13'-0"	625	11'-4"	742	8'-10"	755	12"	33	18'-8"	643	47	8	9"	16'-3"	2040	47	8	9"	17'-3"	2165	12"	32	1063	12"	6	200
121+00 TO 156+00	15'-6"	14'-0"	16'-3"	1'-6"	1'-6"	13'-3"	1'-6"	1'-0"	2'-6"	1.25	10'-3"	343	11'-8"	561	9'-8"	633	7'-2"	613	12"	33	17'-7"	606	44	8	9"	15'-3"	1792	44	8	9"	15'-9"	1851	12"	30	997	12"	6	200
156+00 TO 158+00	14'-6"	13'-0"	15'-6"	1'-6"	1'-4"	12'-8"	1'-6"	1'-0"	2'-6"	1.16	10'-3"	343	10'-8"	513	8'-6"	556	6'-0"	513	12"	33	16'-7"	571	36	8	11"	14'-6"	1394	36	8	11"	15'-0"	1442	12"	28	930	12"	6	200
160+59 TO 185+00	10'-0"	9'-0"	12'-0"	2'-6"	1'-0"	8'-6"	1'-0"	1'-0"	2'-8"	0.58	11'-0"	368	6'-8"	321	4'-8"	306			12"	33	12'-1"	416	33	7	12"	10'-0"	675	33	7	12"	11'-6"	776	12"	20	665	12"	6	200
185+00 TO 177+50	12'-1"	11'-0"	11'-6"	1'-0"	1'-1"	9'-5"	1'-1"	1'-0"	1'-6"	1.08	11'-8"	390	8'-0"	385	5'-4"	348			12"	33	13'-2"	454	33	8	12"	11'-0"	970	33	8	12"	11'-0"	970	12"	24	797	12"	4	133
177+50 TO 198+75	11'-0"	10'-0"	10'-9"	1'-0"	1'-0"	8'-9"	1'-0"	1'-0"	1'-6"	0.97	10'-6"	351	6'-11"	333	4'-2"	273			12"	33	12'-1"	416	33	8	12"	10'-3"	904	33	8	12"	10'-3"	904	12"	22	731	12"	4	133

STATION	WALL HEIGHT 7'-"	7'-"	PROPERTIES										REINFORCING STEEL FOR ONE 32'-4" PANEL														
			WALL DIMENSIONS										MAX SOIL PRESS	DOWEL F AT 12" C-C		H (#5)		S (#3)		T (#5)		U1 ~ 32 #5 AT 12 1/2" C-C		U2			
			FW	TW	SW	HW	FT	KW	KH	T/SF	NO	WT		SPA	NO	WT	NO	WT	SPA	NO	WT	LGTH	WT	SIZE	SPA	NO	LGTH
111+00 TO 112+00	16'-7"	15'-0"	17'-9"	2'-0"	1'-7"	14'-2"	1'-7"	1'-0"	2'-6"	1.23	19	153	12"	19	631	60	185	12"	19	631	10'-4"	345	5	12"	33	8'-4"	287
116+00 TO 121+00	16'-7"	15'-0"	17'-9"	2'-0"	1'-7"	14'-2"	1'-7"	1'-0"	2'-6"	1.23	19	153	12"	19	631	60	185	12"	19	631	10'-4"	345	5	12"	33	8'-4"	287
121+00 TO 156+00	15'-6"	14'-0"	16'-3"	1'-6"	1'-6"	13'-3"	1'-6"	1'-0"	2'-6"	1.25	17	137	12"	17	565	60	185	12"	17	565	10'-4"	345	5	12"	33	8'-2"	282
156+00 TO 158+00	14'-6"	13'-0"	15'-6"	1'-6"	1'-4"	12'-8"	1'-6"	1'-0"	2'-6"	1.16	16	129	12"	16	532	60	185	12"	16	532	10'-4"	345	5	12"	33	8'-2"	282
160+59 TO 185+00	10'-0"	9'-0"	12'-0"	2'-6"	1'-0"	8'-6"	1'-0"	1'-0"	2'-6"	0.58	13	105	12"	13	432	60	185	12"	13	432	10'-4"	345	5	12"	33	7'-2"	247
185+00 TO 177+50	12'-1"	11'-0"	11'-6"	1'-0"	1'-1"	9'-5"	1'-1"	1'-0"	1'-6"	1.08	12	97	12"	12	399	60	185	12"	12	399	10'-4"	345	5	12"	33	5'-4"	184
177+50 TO 198+75	11'-0"	10'-0"	10'-9"	1'-0"	1'-0"	8'-9"	1'-0"	1'-0"	1'-6"	0.97	12	97	12"	12	399	60	185	12"	12	399	10'-4"	345	5	12"	33	5'-2"	178

COEFFICIENTS OF HORIZONTAL EARTH PRESSURE		
STATION	Kp	Ka
111+00 TO 185+00	2.46	0.41
185+00 TO 198+00	3.12	0.38

Rev. No.	Description	Chk. By:	Date
B	ISSUED FOR CONSTRUCTION	R.S.	08-12-08



DANNENBAUM
ENGINEERING COMPANY-McALLEN, LLC
1109 Nolana Loop, Suite 208 McAllen, TX 78504 (956) 682-3877

PROGRESO RIVER LEVEE
IMPROVEMENT PROJECT
DHS SECTION O-9 (PHASE II)

RETAINING WALL DETAILS

SHEET (2 OF 2)



Michel S. Mekaoud
Michel S. Mekaoud, P.E.
Date: 8-28-08

Project No.:	4410-04
Designed By:	C.T.
Drawn By:	S.W.
Checked By:	W.P.C.
Sheet No.:	S01-02

**Extension for Hauling Services & Fuel
DRAINAGE DISTRICT**

Date: 09/29/2009
Submitted By: Jaime Salazar, DRAINAGE DISTRICT
Submitted For: Jaime Salazar
Department: DRAINAGE DISTRICT

Information

CAPTION

Request approval to exercise the sixty (60) day grace period extension of term for the following:

- A. Contract No: 08-022-09-30 "Gasoline On / Off Highway Diesel Fuel"
 - B. Contract No: 08-021-09-30 "Hauling Services Gravel / Sand and or Crushed Caliche"
 - C. Contract No: 08-020-09-30 "Hauling of Dirt with Option to Load"
- So as to have no lapse in services while bid process is on going.

BACKGROUND

Fiscal Impact

Attachments

Link: [Extension Letters](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/24/2009 10:03 AM	APRV
2	Perla Lopez	Perla Lopez	09/25/2009 03:53 PM	APRV
3	Final Approval		09/25/2009 04:30 PM	NEW
Form Started By: Jaime Salazar			Started On: 09/24/2009 09:17 AM	
Final Approval Date: 09/25/2009				

HIDALGO COUNTY DRAINAGE DISTRICT NUMBER ONE

909 NORTH DOOLITTLE

EDINBURG, TEXAS 78241

(956) 292-7080

FAX (956) 292-7089



GODFREY GARZA, JR.
MANAGER

September 24, 2009

Oil Patch Fuel & Supply Inc.
Attn: David Lorenz, Branch Manager
4004 N. Cage Blvd.
Pharr, TX. 78577

Re: Extension -- Contract No: 08-022-09-30 "Gasoline On / Off Highway Diesel Fuel"

Mr. David Lorenz,

Please be advised that Hidalgo County Drainage District No.1 will be requesting approval by the Hidalgo County Drainage District No.1 Board of Directors at the regular meeting on, **Tuesday, October 6, 2009** to exercise the **sixty (60) day extension option (as stated in the current contract)**. Commencement date (if approved) will become effective as of **October 14, 2009**; under the same rate, terms and conditions.

Please acknowledge receipt of notice of intent to extend contract of same by signing below and returning to the Hidalgo County Drainage District No.1 by no later than, **Wednesday, September 30, 2009**; via facsimile to (956)292-7089-Attn: **Jaime J. Salazar**.

Comments (If any):

Thank you!

By: *David Lorenz / Branch Manager* Date: *9/24/09*
Name / Title

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 292-7080. Your cooperation in this matter is greatly appreciated!

Sincerely,

Jaime J. Salazar, Buyer
Hidalgo County Drainage District No.1

HIDALGO COUNTY DRAINAGE DISTRICT NUMBER ONE

802 NORTH DOOLITTLE

EDINBURG, TEXAS 78841

(956) 292-7080

FAX (956) 882-7088



GODFREY GARZA, JR.
MANAGER

September 24, 2009

Roy's Hauling Service
Attn: Roy Balderas Jr.
P.O. Box 1896
Edinburg, TX. 78540

Re: Extension -- Contract No: 08-021-09-30 "Hauling Services Gravel / Sand and or Crushed Caliche"

Mr. Balderas,

Please be advised that Hidalgo County Drainage District No.1 will be requesting approval by the Hidalgo County Drainage District No.1 Board of Directors at the regular meeting on, Tuesday, October 6, 2009 to exercise the sixty (60) day extension option (as stated in the current contract). Commencement date (if approved) will become effective as of October 14, 2009; under the same rate, terms and conditions.

Please acknowledge receipt of notice of intent to extend contract of same by signing below and returning to the Hidalgo County Drainage District No.1 by no later than, Wednesday, September 30, 2009; via facsimile to (956)292-7089-Attn: Jaime J. Salazar.

Comments (If any):

By: Roy Balderas Jr.
Name / Title

Date: 09/24/2009

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 292-7080. Your cooperation in this matter is greatly appreciated!

Sincerely,
J. J. Salazar

Jaime J. Salazar, Buyer
Hidalgo County Drainage District No.1

HIDALGO COUNTY DRAINAGE DISTRICT NUMBER ONE

802 NORTH DOOLITTLE

EDINBURG, TEXAS 78541

(956) 292-7080

FAX (956) 292-7080



GOFFREY GARZA, JR.
MANAGER

September 24, 2009

Roy's Hauling Service
Attn: Roy Balderas Jr.
P.O. Box 1896
Edinburg, TX. 78540

Re: Extension – Contract No: 08-020-09-30 "Hauling of Dirt with Option to Load"

Mr. Balderas,

Please be advised that Hidalgo County Drainage District No.1 will be requesting approval by the Hidalgo County Drainage District No.1 Board of Directors at the regular meeting on, Tuesday, October 6, 2009 to exercise the sixty (60) day extension option (as stated in the current contract). Commencement date (if approved) will become effective as of October 14, 2009; under the same rate, terms and conditions.

Please acknowledge receipt of notice of intent to extend contract of same by signing below and returning to the Hidalgo County Drainage District No.1 by no later than, Wednesday, September 30, 2009; via facsimile to (956)292-7089-Attn: Jaime J. Salazar.

Comments (if any):

By: Roy Balderas Jr.
Name / Title

Date: 09/24/2009

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 292-7080. Your cooperation in this matter is greatly appreciated!

Sincerely,
J. J. Salazar

Jaime J. Salazar, Buyer
Hidalgo County Drainage District No.1

AI-17703

8.

**TITLE REPORT SERVICES POOL
DRAINAGE DISTRICT**

Date: 09/29/2009
Submitted By: Jaime Salazar, DRAINAGE DISTRICT
Submitted For: Jaime Salazar
Department: DRAINAGE DISTRICT

Information

CAPTION

Request approval of "Pool" of pre-qualified firm submitting Statements of Qualifications for ranking on an "As Needed Basis" per project by the Hidalgo County Drainage District No.1 for projects requiring said services as set forth in the requirements stated in the Districts Request for Qualifications packet for the following Professional Services:

A. Title Report Services

BACKGROUND

Fiscal Impact

Attachments

Link: [Title Company Services](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/24/2009 08:58 AM	APRV
2	Perla Lopez	Perla Lopez	09/25/2009 03:49 PM	APRV
3	Final Approval		09/25/2009 04:30 PM	NEW
Form Started By: Jaime Salazar			Started On: 09/24/2009 08:08 AM	
Final Approval Date: 09/25/2009				

**DHS CO/PR/INV
DRAINAGE DISTRICT**

Date: 09/29/2009
Submitted By: Minerva Luna, DRAINAGE DISTRICT
Submitted For: Minerva Luna
Department: DRAINAGE DISTRICT

Information**CAPTION**

A. Request approval of payment of Invoices to Dannenbaum Engineering for professional engineering services in relation to the following DHS Segments:

1. DHS 0-6A Wall Extension-2 Invoice 441007/14C/XV
2. DHS 0-6B Invoice 441008/13/XV
3. DHS 0-6B Invoice 441008/14/XV
4. DHS 0-7A Invoice 441002/16B/XV
5. DHS 0-8A Invoice 441003/15A/XV

B. Request approval to process manual checks to Danennbaum Engineering on the above mentioned projects pending the approval of the County Auditor and pending the electronic transfer of funds from the Department of Homeland Security (DHS).

C. Request approval of Payment Request No. 10 to Ballenger Construction Company for the Construction of DHS Segment 0-4A (3.87 miles).

D. Request approval of Payment Request No. 8 and No. 9-Partial Release Retainage to Ballenger Construction Company for the Construction of DHS Segment 0-4C (.44 miles).

E. Request approval of Payment Request No. 11-Partial Release Retainage and No. 12 to SER Construction Partners, LTD. for the Construction of DHS 0-6BC (1.38 miles).

F. Request approval to process manual check to Ballenger Construction Company and SER Construction Partners, LTD. for the above mentioned projects pending the approval of the County Auditor and pending the electronic transfer of funds from the Department of Homeland Security (DHS).

G. Request approval of Payment Request No. 16 to Ballenger Construction Company for the Construction of Mission Levee Improvement Project-Banker Weir to Inspiration Rd. (3.74 miles).

H. Request approval of Payment No. 15 to Ballenger Construction Company, for the Construction of Common Levee Anzaldua Dike Improvement Project (5.30 miles).

I. Request approval to process manual checks to Ballenger Construction Company for

the above mentioned projects pending completion of the audit process.

J. Request approval of Change Order No. 16 on the Contract with Ballenger Construction Company for the Construction of DHS Segment 0-5. Subject to Department of Homeland Security (DHS) concurrence.

K. Request approval of Change Order No. 17 on the Contract with SER Construction Partners, LTD. for the Construction of DHS Segment 0-7. Subject to Department of Homeland Security (DHS) concurrence.

L. Request approval of Change Order No. 18 on the Contract with McAllen Construction, Inc. for the Construction of Levee DHS 0-9 PH II. Subject to Department of Homeland Security (DHS) concurrence.

BACKGROUND

Fiscal Impact

Attachments

Link: [D&B Invoices](#)

Link: [DHS 0-4A PR 10](#)

Link: [DHS 0-4C PR 8](#)

Link: [DHS 0-4C PR 9](#)

Link: [DHS 0-6BC PR 11](#)

Link: [DHS 0-6BC PR 12](#)

Link: [Pymt Request 16](#)

Link: [Pymt Request 15](#)

Link: [DHS 0-5 CO#16](#)

Link: [DHS 0-7 CO#17](#)

Link: [DHS 0-9 PH II CO#18](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/22/2009 02:13 PM	APRV
2	Perla Lopez	Perla Lopez	09/22/2009 02:49 PM	APRV
3	Final Approval	Angela Garcia	09/25/2009 04:30 PM	APRV

Form Started By: Minerva Luna
Started On: 09/22/2009 09:45 AM

Final Approval Date: 09/25/2009

DANNENBAUM ENGINEERING COMPANY - McALLEN LLC

1109 NOLANA LOOP, SUITE 208 McALLEN, TEXAS 78504 (956) 682-3677

August 17, 2009

Godfrey Garza
Hidalgo County Drainage District #1
902 North Doolittle
Edinburg, Texas 78542

**RE: Hidalgo County Levee Improvement Project -
Work Authorization No. 12 & Associated Supplemental Agreements
Invoice 441007/14C/XV for DHS Segment O-6A Wall Extension-2**

Dear Mr. Garza,

Enclosed please find Invoice 441007/14C/XV as referenced above for services performed under Work Authorization No. 12 & Associated Supplemental Agreements for DHS Segment O-6A Wall Extension-2. We have included a copy of the contractor's pay request as backup for our invoice.

The billing cycle is through July 31, 2009.

Total due is \$12,136.80.

If you have any questions, please call our office.

Sincerely,



Louis H. Jones Jr., P.E.
President

cc: Richard Seitz, P.E.
Omar Anzaldua, P.E.

HIDALGO COUNTY

AUG 19 2009

DRAINAGE DISTRICT #1

DANNENBAUM ENGINEERING COMPANY - McALLEN LLC

1109 NOLANA LOOP, SUITE 208 MCALLEN, TEXAS 78504 (956) 682-3677

July 14, 2009

Godfrey Garza
Hidalgo County Drainage District #1
902 North Doolittle
Edinburg, Texas 78542

**RE: Hidalgo County Levee Improvement Project - Invoice 441008/13/XV for
Work Authorization No. 13 & Associated Supplemental Agreements**

Dear Mr. Garza,

Enclosed please find Invoice 441008/13/XV for services performed under Work
Authorization No. 13 and Associated Supplemental Agreements for DHS Segment O-6B.
We have included a copy of the contractor's pay request as backup for our invoice.

The billing cycle is through June 30, 2009.

Total due this invoice is \$1,802.47.

If you have any questions, please call our office.

Sincerely,



Louis H. Jones Jr., P.E.
Principal

cc: Richard Seitz, P.E.
Omar Anzaldua, P.E.

HIDALGO COUNTY

JUL 21 2009

DRAINAGE DISTRICT #1

HIDALGO COUNTY
CANCELLED JUL 21 2009
DRAINAGE DISTRICT #1

G:\1540\4410-08\Invoices\Ltr Inv 13 (071409).docx

DANNENBAUM ENGINEERING COMPANY - McALLEN LLC

1109 NOLANA LOOP, SUITE 208 McALLEN, TEXAS 78504 (956) 682-3677

August 17, 2009

Godfrey Garza
Hidalgo County Drainage District #1
902 North Doolittle
Edinburg, Texas 78542

RE: *Hidalgo County Levee Improvement Project - Invoice 441008/14/XV for Work Authorization No. 13 & Associated Supplemental Agreements*

Dear Mr. Garza,

Enclosed please find Invoice 441008/14/XV for services performed under Work Authorization No. 13 and Associated Supplemental Agreements for DHS Segment O-6B. We have included a copy of the contractor's pay request as backup for our invoice.

The billing cycle is through July 31, 2009.

Total due this invoice is \$901.23.

If you have any questions, please call our office.

Sincerely,



Louis H. Jones Jr., P.E.
Principal

cc: Richard Seitz, P.E.
Omar Anzaldua, P.E.

HIDALGO COUNTY
AUG 19 2009
DRAINAGE DISTRICT #1

DANNENBAUM ENGINEERING COMPANY - McALLEN LLC

1109 NOLANA LOOP, SUITE 208 McALLEN, TEXAS 78504 (956) 682-3677

July 14, 2009

Godfrey Garza
Hidalgo County Drainage District #1
902 North Doolittle
Edinburg, Texas 78542

RE: Hidalgo County Levee Improvement Project – Work Authorization No. 7 & Associated Supplemental Agreements; Invoice 441002/16B/XV for DHS Segment O-7A

Dear Mr. Garza,

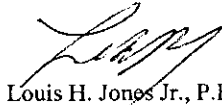
Enclosed please find Invoice 441002/16B/XV for services performed on the Hidalgo County Levee Improvement Project DHS Segment O-7A Wall Extension. We have included project deliverables to support our invoice.

The billing cycle is through June 30, 2009.

Total due is \$3,112.39.

If you have any questions, please call our office.

Sincerely,



Louis H. Jones Jr., P.E.
President

cc: Richard Seitz, P.E.
Omar Anzaldua, P.E.

HIDALGO COUNTY

JUL 21 2009

DRAINAGE DISTRICT #1

HIDALGO COUNTY

JUL 21 2009

CANCELLED
DRAINAGE DISTRICT #1

DANNENBAUM ENGINEERING COMPANY - McALLEN LLC

1109 NOLANA LOOP, SUITE 208 McALLEN, TEXAS 78504 (956) 682-3677

August 17, 2009

Godfrey Garza
Hidalgo County Drainage District #1
902 North Doolittle
Edinburg, Texas 78542

RE: *Hidalgo County Levee Improvement Project - Invoice 441003/15A/XV for Work Authorization No. 8 & Associated Supplemental Agreements*

Dear Mr. Garza,

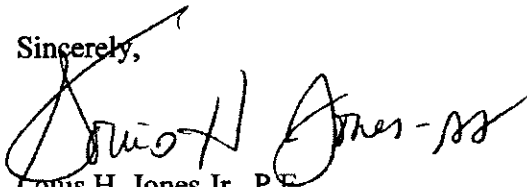
Enclosed please find Invoice 441003/15A/XV for services performed on the Hidalgo County Levee Improvement Project DHS Seg 0-8A. We have included a copy of the contractor's pay request as backup for our invoice.

The billing cycle is through July 31, 2009.

Total due this invoice is \$6,613.85.

If you have any questions, please call our office.

Sincerely,



Louis H. Jones Jr., P.E.
President

cc: Richard Seitz, P.E.
Omar Anzaldua, P.E.

HIDALGO COUNTY

AUG 19 2009

DRAINAGE DISTRICT #1

PROGRESS BILLING WORKSHEET - NO. 1

Table with columns: JOE CHARLES BALLENGER, JR. PRESIDENT, ITEM NO., UNIT, TOTAL QUANTITY, BID UNIT PRICE, TOTAL BID PRICE, NO., QTY. +/-, UNIT PRICE +/-, VARIANCE AMOUNT +/-, UNIT QTY. COMPLETE PRIOR INVOICES, UNIT QTY. COMPLETE THIS PERIOD, UNIT QTY. COMPLETE TO DATE, AMOUNT PRIOR INVOICES, AMOUNT COMPLETE TO DATE, AMOUNT DUE THIS INVOICE, BALANCE TO COMPLETE.

Summary table with columns: ORIGINAL CONTRACT AMOUNT, NET CHANGES BY CHANGE ORDER(S), TOTAL CONTRACT AMOUNT TO DATE, TOTAL COMPLETE TO-DATE, TOTAL CURRENT CONTRACT EARNED, CONTRACT BALANCE TO COMPLETE.

Estimated % Project Completion to Date: 95.91%

Table with columns: Substantial Completion, Liquidated Damages: Current Days, Final Completion, Liquidated Damages: Current Days, To Date Days, To Date Days, LESS Previous Requests for Payments, LESS Retainage @ 10%, TOTAL AMOUNT DUE THIS REQUEST.

Contractor: BALLENGER CONSTRUCTION COMPANY

CERTIFICATION OF CONTRACTOR

According to the best of my knowledge and belief, I certify that all items and amounts shown on the face of this Application for Payment are correct; that all work has been performed and / or material supplied in accordance with the requirements of the referenced Contract and / or duly authorized deviations, substitutions, alterations, and / or additions; that the foregoing is a true and correct statement of the Contract Amount up to and including the last day of the period covered by the Application for Payment; that no part of the "Balance Due this Payment" has been received and that the undersigned and his subcontractors have complied with all the labor provisions of said contract.

Signed: JOE CHARLES BALLENGER, JR. Date: 9/4/09

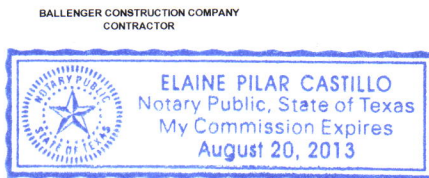
Instructions: Contractor's Certification No. 2: is to be executed for all requests for payments after the first. Notarize all requests for payments.

CONTRACTOR'S Certification No. 2:

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 this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interest or encumbrance; and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

DATE: 9/1/09 By: JOE CHARLES BALLENGER, JR. - PRESIDENT

Notary Public: Elaine Pilar Castillo, My Commission Expires: August 20, 2013



Engineer: DANNENBAUM ENGINEERING McALLEN-LLC

INSPECTOR'S CERTIFICATION

I certify that I have checked and verified the above and foregoing Periodic Estimate for Partial Payment; that to the best of my knowledge and belief it is a true and correct statement of work performed and/or material supplied by the contractor, and that partial payment claimed and requested by the Contractor is correctly computed on the basis of work performed and/or material supplied to date. Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Signed: Artemio Salazar, Date: 9/1/09

ENGINEER'S CERTIFICATION

I certify that I have checked and verified the above and foregoing Periodic Estimate for Partial Payment; that to the best of my knowledge and belief it is a true and correct statement of work performed and/or material supplied by the contractor, and that partial payment claimed and requested by the Contractor is correctly computed on the basis of work performed and/or material supplied to date. Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Signed: Richard D. Seitz, P.E., Date: 9/9/09

OWNER CERTIFICATION

I have checked this estimate against the contractor's Schedule of Amount for Contract Payments, the notes and reports of my inspections of the project, and the period reports submitted by the Project Engineer. It is my opinion that the statement of work performed and/or materials supplied is accurate, that the contractor is observing the requirements of the contract, and the payment to the contractor in the amount requested above is recommended.

J.D. Salinas, Chairman of the Board

HIDALGO COUNTY SEP 09 2009 DRAINAGE DISTRICT #1

ITEM NO	UNIT	TOTAL QUANTITY	BID UNIT PRICE	TOTAL BID PRICE	NO.	QTY.	CHANGE ORDERS		VARIANCE	AMOUNT	COMPLETE THIS MONTH	UNIT QTY.	COMPLETE THIS MONTH	UNIT QTY.	COMPLETE THIS MONTH	AMOUNT	COMPLETE DATE	AMOUNT DUE THIS INVOICE	BALANCE TO COMPLETE
							+	-											
1	EA	45,650	2.15	981,475.00	2	18,413.88	741.47		(77,913.44)	16,599.88	0.00	0.00	16,599.88	11,977,393.22	11,977,393.22	981,475.00	8/31/2009	253,886.40	1,540,072.34
2	EA	1	2,500.00	2,500.00	2	1,571.72	763.24		(2,001.93)	23,958.54	0.00	0.00	23,958.54	10,781,943.00	10,781,943.00	2,500.00	8/31/2009	63,729.72	3,537.42
3	EA	305	489.86	149,407.30	2	151.00				29,954.54	0.00	0.00	29,954.54	1,560,677.25	1,560,677.25	149,407.30	8/31/2009	953.40	6,938.55
4	EA	1,135	12.00	13,620.00	2	515.00				1,511.72	0.00	0.00	1,511.72	328,275.31	328,275.31	13,620.00	8/31/2009	2,540.73	6,000.00
5	EA	346,000	5.00	1,730,000.00	2	244,300.00				200,920.00	0.00	0.00	200,920.00	662,197.12	662,197.12	1,730,000.00	8/31/2009	2,540.73	6,000.00
6	EA	12	848.91	10,186.92	2	9.00				2,976.15	0.00	0.00	2,976.15	104,992.30	104,992.30	10,186.92	8/31/2009	38,863.73	38,130.00
7	EA	750	50.84	38,130.00	2	6.50				266,960.79	0.00	0.00	266,960.79	286,960.79	286,960.79	38,130.00	8/31/2009	102,677.22	192,885.09
8	EA	9	41,070.89	369,638.01	2	6.50				11,977,393.22	0.00	0.00	11,977,393.22	11,977,393.22	11,977,393.22	369,638.01	8/31/2009	192,885.09	192,885.09
9	EA	1	741.47	741.47	2	18,413.88	741.47		(77,913.44)	16,599.88	0.00	0.00	16,599.88	11,977,393.22	11,977,393.22	741.47	8/31/2009	253,886.40	1,540,072.34
10	EA	1	12,248.16	12,248.16	2	23,958.54	452.86		265,122.72	23,958.54	0.00	0.00	23,958.54	10,781,943.00	10,781,943.00	12,248.16	8/31/2009	63,729.72	3,537.42
11	EA	1	1,151.72	1,151.72	2	1,571.72	763.24		(2,001.93)	20,029.20	0.00	0.00	20,029.20	328,275.31	328,275.31	1,151.72	8/31/2009	2,540.73	6,000.00
12	EA	1	334,831.31	334,831.31	2	200,920.00				280,992.00	0.00	0.00	280,992.00	662,197.12	662,197.12	334,831.31	8/31/2009	5,568.48	5,568.48
13	EA	1	104,992.30	104,992.30	2	2,976.15				104,992.30	0.00	0.00	104,992.30	104,992.30	104,992.30	104,992.30	8/31/2009	2,576.20	2,576.20
14	EA	1	77,883.93	77,883.93	2	0.50				38,841.97	0.00	0.00	38,841.97	38,841.97	38,841.97	77,883.93	8/31/2009	38,841.96	38,841.96
15	EA	205	17,477.14	3,582,813.70	2	205.00				3,582,813.70	0.00	0.00	3,582,813.70	3,582,813.70	3,582,813.70	3,582,813.70	8/31/2009	8,132.20	16,264.40
16	EA	114	6,752.50	769,775.00	2	414.00				3,622.50	0.00	0.00	3,622.50	3,622.50	3,622.50	769,775.00	8/31/2009	8,132.20	16,264.40
17	EA	7	1,411.49	9,880.43	2	1,780.00				1,780.00	0.00	0.00	1,780.00	1,780.00	1,780.00	9,880.43	8/31/2009	2,786.08	2,786.08
18	EA	1	1,811.47	1,811.47	2	1.00				1,811.47	0.00	0.00	1,811.47	1,811.47	1,811.47	1,811.47	8/31/2009	2,786.08	2,786.08
19	EA	10	624.89	6,248.90	2	10.00				6,248.90	0.00	0.00	6,248.90	6,248.90	6,248.90	6,248.90	8/31/2009	2,786.08	2,786.08
20	EA	1	32,784.14	32,784.14	2	9.00				32,784.14	0.00	0.00	32,784.14	32,784.14	32,784.14	32,784.14	8/31/2009	7,401.96	7,401.96
21	EA	1	604.35	604.35	2	0.00				604.35	0.00	0.00	604.35	604.35	604.35	604.35	8/31/2009	7,401.96	7,401.96
22	EA	1	1,378.14	1,378.14	2	1.00				1,378.14	0.00	0.00	1,378.14	1,378.14	1,378.14	1,378.14	8/31/2009	7,401.96	7,401.96
23	EA	1	1,135.51	1,135.51	2	1.00				1,135.51	0.00	0.00	1,135.51	1,135.51	1,135.51	1,135.51	8/31/2009	7,401.96	7,401.96
24	EA	1	1,392.92	1,392.92	2	1.00				1,392.92	0.00	0.00	1,392.92	1,392.92	1,392.92	1,392.92	8/31/2009	7,401.96	7,401.96
25	EA	1	7.75	7.75	2	178,448.00				178,448.00	0.00	0.00	178,448.00	178,448.00	178,448.00	7.75	8/31/2009	540,662.66	540,662.66
26	EA	1	1,162.00	1,162.00	2	70.00				150.00	0.00	0.00	150.00	150.00	150.00	1,162.00	8/31/2009	16,504.50	16,504.50
27	EA	1	321.00	321.00	2	32.00				321.00	0.00	0.00	321.00	321.00	321.00	321.00	8/31/2009	2,415.36	2,415.36
28	EA	1	27,790.40	27,790.40	2	0.00				27,790.40	0.00	0.00	27,790.40	27,790.40	27,790.40	27,790.40	8/31/2009	7,401.96	7,401.96
29	EA	1	517.40	517.40	2	0.00				517.40	0.00	0.00	517.40	517.40	517.40	517.40	8/31/2009	7,401.96	7,401.96
30	EA	1	2,354.95	2,354.95	2	0.00				2,354.95	0.00	0.00	2,354.95	2,354.95	2,354.95	2,354.95	8/31/2009	7,401.96	7,401.96
31	EA	1	37,483.95	37,483.95	2	145.00				145.00	0.00	0.00	145.00	145.00	145.00	37,483.95	8/31/2009	7,401.96	7,401.96
32	EA	1	406.61	406.61	2	20.00				20.00	0.00	0.00	20.00	20.00	20.00	406.61	8/31/2009	7,401.96	7,401.96
33	EA	1	239,920.00	239,920.00	2	5,000.00				14,926.00	0.00	0.00	14,926.00	14,926.00	14,926.00	239,920.00	8/31/2009	42,724.40	42,724.40
34	EA	1	25,000.00	25,000.00	2	25,000.00				25,000.00	0.00	0.00	25,000.00	25,000.00	25,000.00	25,000.00	8/31/2009	15,659.59	15,659.59
35	EA	1	62,965.85	62,965.85	2	60.00				390.00	0.00	0.00	390.00	390.00	390.00	62,965.85	8/31/2009	7,401.96	7,401.96
36	EA	1	22,500.20	22,500.20	2	60.00				126.00	0.00	0.00	126.00	126.00	126.00	22,500.20	8/31/2009	7,401.96	7,401.96
37	EA	1	8,746.92	8,746.92	2	16.00				16.00	0.00	0.00	16.00	16.00	16.00	8,746.92	8/31/2009	7,401.96	7,401.96
38	EA	1	3,900.93	3,900.93	2	0.00				3,900.93	0.00	0.00	3,900.93	3,900.93	3,900.93	3,900.93	8/31/2009	7,401.96	7,401.96
39	EA	1	4,143.89	4,143.89	2	0.00				4,143.89	0.00	0.00	4,143.89	4,143.89	4,143.89	4,143.89	8/31/2009	7,401.96	7,401.96
40	EA	1	6,482.03	6,482.03	2	0.00				6,482.03	0.00	0.00	6,482.03	6,482.03	6,482.03	6,482.03	8/31/2009	7,401.96	7,401.96
41	EA	1	580.08	580.08	2	5,889.00				5,889.00	0.00	0.00	5,889.00	5,889.00	5,889.00	580.08	8/31/2009	7,401.96	7,401.96
42	EA	1	3,344.00	3,344.00	2	3,344.00				3,344.00	0.00	0.00	3,344.00	3,344.00	3,344.00	3,344.00	8/31/2009	7,401.96	7,401.96
43	EA	1	58.17	58.17	2	595.00				595.00	0.00	0.00	595.00	595.00	595.00	58.17	8/31/2009	7,401.96	7,401.96
44	EA	1	38,381.09	38,381.09	2	505.00				505.00	0.00	0.00	505.00	505.00	505.00	38,381.09	8/31/2009	7,401.96	7,401.96
45	EA	1	58.17	58.17	2	595.00				595.00	0.00	0.00	595.00	595.00	595.00	58.17	8/31/2009	7,401.96	7,401.96
46	EA	1	58.17	58.17	2	595.00				595.00	0.00	0.00	595.00	595.00	595.00	58.17	8/31/2009	7,401.96	7,401.96
47	EA	1	339,942.24	339,942.24	2	5,889.00				5,889.00	0.00	0.00	5,889.00	5,889.00	5,889.00	339,942.24	8/31/2009	7,401.96	7,401.96
48	EA	1	1,927.20	1,927.20	2	178,448.00				178,448.00	0.00	0.00	178,448.00	178,448.00	178,448.00	1,927.20	8/31/2009	7,401.96	7,401.96
49	EA	1	548,606.95	548,606.95	2	80.00				80.00	0.00	0.00	80.00	80.00	80.00	548,606.95	8/31/2009	7,401.96	7,401.96
50	EA	1	12,076.80	12,076.80	2	8.00				8.00	0.00	0.00	8.00	8.00	8.00	12,076.80	8/31/2009	7,401.96	7,401.96
51	EA	1	27,790.40	27,790.40	2	0.00				27,790.40	0.00	0.00	27,790.40	27,790.40	27,790.40	27,790.40	8/31/2009	7,401.96	7,401.96
52	EA	1	517.40	517.40	2	0.00				517.40	0.00	0.00	517.40	517.40	517.40	517.40	8/31/2009	7,401.96	7,401.96
53	EA	1	2,354.95	2,354.95	2	0.00				2,354.95									

Project Name:
Contractor:
Address:
City/State/Zip:

REQUEST FOR PAYMENT NO. 8
DIS SEGMEN 0-4C (0.44 MILES)
BALLENGER CONSTRUCTION COMPANY
24200 N. FM 509
HARLINGEN, TEXAS 78550

REQUEST FOR PAYMENT NO. 8

Project Number: 4287-03 0.44 MILES
Date: 8/31/2009

CONTRACT NO. 08-024-09-30
WORK THRU: 5/26/2009 thru 8/25/09

PROGRESS BILLING WORKSHEET - NO. 1

Table with columns: ITEM NO, UNIT, TOTAL QUANTITY, BID UNIT PRICE, TOTAL BID PRICE, NO., QTY. +/-, UNIT PRICE +/-, VARIANCE AMOUNT +/-, UNIT QTY. COMPLETE PRIOR INVOICES, UNIT QTY. COMPLETE THIS PERIOD, UNIT QTY. COMPLETE TO DATE, AMOUNT PRIOR INVOICES, AMOUNT COMPLETE TO DATE, AMOUNT DUE THIS INVOICE, BALANCE TO COMPLETE. Includes line items for erosion control, retaining walls, drainage, etc.

ORIGINAL CONTRACT AMOUNT: \$ 4,403,851.15
NET CHANGES BY CHANGE ORDER(S) \$ 188.40
TOTAL CONTRACT AMOUNT TO DATE \$ 4,404,039.55

Estimated % Project Completion to Date: 77.71%
Substantial Completion Liquidated Damages: Current Days: 0
Final Completion Liquidated Damages: Current Days: 9

LESS RETAINAGE @ 10% \$ 342,258.93
LESS Previous Requests for Payments \$ 2,244,806.10
LD's per Day \$ 10,000.00
LD's per Day \$ 6,000.00

TOTAL AMOUNT DUE THIS REQUEST \$ 91,524.46

Contractor: BALLENGER CONSTRUCTION COMPANY
CERTIFICATION OF CONTRACTOR
According to the best of my knowledge and belief, I certify that all items and amounts shown on the face of this Application for Payment are correct; that all work has been performed and / or material supplied in accordance with the requirements of the referenced Contract and / or duly authorized deviations, substitutions, alterations, and / or additions; that the foregoing is a true and correct statement of the Contract Amount up to and including the last day of the period covered by the Application for Payment; that no part of the "Balance Due this Payment" has been received and that the undersigned and his subcontractors have complied with all the labor provisions of said contract.
Signed: [Signature] Date: 9/1/09
Title: JOE CHARLES BALLENGER, JR. PRESIDENT

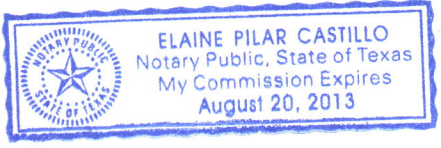
Instructions: Contractor's Certification No. 2: is to be executed for all requests for payments after the first. Notarize all requests for payments.

CONTRACTOR'S Certification No. 2:
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 this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interest or encumbrance; and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

DATE: 9/1/09 By: [Signature] JOE CHARLES BALLENGER, JR. - PRESIDENT

BALLENGER CONSTRUCTION COMPANY CONTRACTOR

Notary Public: ELAINE PILAR CASTILLO
My Commission Expires: August 20, 2015



Engineer: DANNENBAUM ENGINEERING McALEN-LLC

INSPECTOR'S CERTIFICATION
I certify that I have checked and verified the above and foregoing Periodic Estimate for Partial Payment: that to the best of my knowledge and belief it is a true and correct statement of work performed and/or material supplied by the contractor, and that partial payment claimed and requested by the Contractor is correctly computed on the basis of work performed and or material supplied to date. Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

[Signature] Date: 9/1/09
ARTEMIO SALAZAR INSPECTOR

ENGINEER'S CERTIFICATION
I certify that I have checked and verified the above and foregoing Periodic Estimate for Partial Payment: that to the best of my knowledge and belief it is a true and correct statement of work performed and/or material supplied by the contractor, and that partial payment claimed and requested by the Contractor is correctly computed on the basis of work performed and or material supplied to date. Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

[Signature] Date: 9/9/09
RICHARD D. SEITZ, P.E. Resident Project Representative

OWNER CERTIFICATION
I have checked this estimate against the contractor's Schedule of Amount for Contract Payments, the notes and reports of my inspections of the project, and the period reports submitted by the Project Engineer. It is my opinion that the statement of work performed and/or materials supplied is accurate, that the contractor is observing the requirements of the contract, and the payment to the contractor in the amount requested above is recommended.

JD Salinas Chairman of the Board

HIDALGO COUNTY
SEP 09 2009
DRAINAGE DISTRICT #1

CONTRACT NO. 08-024-09-30
 WORK THRU: 5/26/2009 thru 8/25/09

4287-03 0.44 MILES
 8/31/2009

PROGRESS BILLING WORKSHEET - NO. 1

ITEM NO	UNIT	TOTAL QUANTITY	BID PRICE	TOTAL BID PRICE	NO.	QTY. +/-	UNIT PRICE +/-	VARIANCE AMOUNT +/-	UNIT QTY. COMPLETE PRIOR INVOICES	UNIT QTY. COMPLETE THIS PERIOD	UNIT QTY. COMPLETE TO DATE	AMOUNT PRIOR INVOICES	AMOUNT COMPLETE TO DATE	AMOUNT DUE THIS INVOICE	BALANCE TO COMPLETE
1	EA	6.00	\$ 2.26	\$ 13,786.00					5,900.00	200.00	6,100.00	13,334.00	13,786.00	452.00	-
2	LF	1	\$ 999.50	\$ 999.50					1.00	0.00	1.00	999.50	999.50	-	-
3	STA	23	\$ 484.14	\$ 11,135.22					23.00	0.00	23.00	11,135.22	11,135.22	-	-
4	CY	14,253	\$ 4.19	\$ 59,720.07					13,407.00	847.00	14,254.00	59,720.07	59,720.07	-	-
5	LF	130	\$ 11.71	\$ 1,522.30					130.00	0.00	130.00	1,522.30	1,522.30	-	-
6	SF	24,949	\$ 2.68	\$ 66,863.32					20,417.00	2,206.00	22,623.00	60,760.44	60,760.44	6,072.88	6,072.88
7	EA	1	\$ 635.55	\$ 635.55					1.00	0.00	1.00	635.55	635.55	-	-
8	EA	1	\$ 117,396.72	\$ 117,396.72					0.50	0.00	0.50	58,698.36	58,698.36	58,698.36	58,698.36
9	EA	1,628	\$ 801.33	\$ 1,304,565.24					1,307.00	0.00	1,307.00	1,047,338.31	1,047,338.31	257,226.93	257,226.93
10	CY	2,317	\$ 1,798.22	\$ 4,166,552.54					1,798.22	0.00	1,798.22	754,569.08	754,569.08	217,690.46	217,690.46
11	CY	161	\$ 942.87	\$ 151,861.57					132.71	0.00	132.71	125,101.74	125,101.74	36,094.83	36,094.83
12	CY	350	\$ 36.02	\$ 12,607.30					258.30	0.00	258.30	9,458.95	9,458.95	3,556.05	3,556.05
13	SF	27,108	\$ 5.44	\$ 147,477.52					20,005.68	0.00	20,005.68	108,830.90	108,830.90	38,636.62	38,636.62
14	LF	2,299	\$ 16.33	\$ 37,395.70					1,650.00	0.00	1,650.00	27,597.70	27,597.70	9,798.00	9,798.00
15	EA	1	\$ 1,000.41	\$ 1,000.41					1.00	0.00	1.00	1,000.41	1,000.41	-	-
16	STA	31	\$ 831.76	\$ 25,784.56					24.00	0.00	24.00	19,962.24	19,962.24	5,822.32	5,822.32
17	LF	130	\$ 18.02	\$ 2,342.60					130.00	0.00	130.00	2,342.60	2,342.60	-	-
18	EA	2	\$ 1,865.13	\$ 3,730.26					2.00	0.00	2.00	3,730.26	3,730.26	-	-
19	EA	1	\$ 630.52	\$ 630.52					0.00	0.00	0.00	630.52	630.52	-	-
20	EA	1	\$ 3,762.32	\$ 3,762.32					1.00	0.00	1.00	3,762.32	3,762.32	-	-
21	CY	13,429	\$ 8.00	\$ 107,432.00					9,916.48	2,176.00	12,088.48	79,283.84	96,691.84	17,408.00	17,408.00
22	CY	3,348	\$ 11.47	\$ 38,401.56					3,348.00	0.00	3,348.00	38,401.56	38,401.56	-	-
23	CY	2,524	\$ 11.47	\$ 28,950.28					0.00	0.00	0.00	-	-	28,950.28	28,950.28
24	EA	80	\$ 32.52	\$ 2,601.60					0.00	0.00	0.00	-	-	2,601.60	2,601.60
25	EA	5	\$ 302.87	\$ 1,514.35					0.00	0.00	0.00	-	-	1,514.35	1,514.35
26	LF	30	\$ 43.52	\$ 1,305.60					0.00	0.00	0.00	-	-	1,305.60	1,305.60
27	LF	68	\$ 63.90	\$ 4,306.44					0.00	0.00	0.00	-	-	4,306.44	4,306.44
28	CY	1,736	\$ 265.68	\$ 461,220.48					1,245.00	0.00	1,245.00	330,771.60	330,771.60	130,448.88	130,448.88
29	CY	1,850	\$ 8.70	\$ 16,095.00					0.00	0.00	0.00	-	-	16,095.00	16,095.00
30	CY	2,400	\$ 47.8200	\$ 114,768.00					1,765.00	553.00	2,318.00	29,074.56	42,296.79	13,222.23	13,222.23
31	CY	515	\$ 25.49	\$ 13,127.35					0.00	0.00	0.00	-	-	13,127.35	13,127.35
32	SY	16,500	\$ 0.47	\$ 7,755.00					13,000.00	0.00	13,000.00	6,110.00	6,110.00	1,645.00	1,645.00
33	EA	2	\$ 8,206.46	\$ 16,412.92					0.00	0.00	0.00	-	-	16,412.92	16,412.92
34	EA	2	\$ 2,104.22	\$ 4,208.44					0.00	0.00	0.00	-	-	4,208.44	4,208.44
35	EA	2,095	\$ 31.38	\$ 65,741.10	2	2,089.00	\$ 31.38	188.28	1,728.00	0.00	1,728.00	54,224.64	54,224.64	11,328.18	11,328.18
36	EA	145	\$ 47.00	\$ 6,815.00	2	151.00	\$ 47.00	282.00	0.00	0.00	0.00	-	-	7,097.00	7,097.00
37	LF	2,405	\$ 15.78	\$ 37,950.90	2	2,411.00	\$ 15.78	94.68	1,551.00	0.00	1,551.00	24,474.78	24,474.78	13,576.80	13,576.80
38	LF	2,260	\$ 12.12	\$ 27,391.20					1,745.00	0.00	1,745.00	21,149.40	21,149.40	6,241.80	6,241.80
39	LF	130	\$ 72.08	\$ 9,370.40					130.00	0.00	130.00	9,370.40	9,370.40	-	-
40	EA	1	\$ 5,125.01	\$ 5,125.01					0.00	0.00	0.00	-	-	5,125.01	5,125.01
41	EA	50	\$ 33.37	\$ 1,668.50					0.00	0.00	0.00	-	-	1,668.50	1,668.50
42	EA	4	\$ 578.66	\$ 2,314.64					0.00	0.00	0.00	-	-	2,314.64	2,314.64
43	EA	1	\$ 7,470.31	\$ 7,470.31					0.00	0.00	0.00	-	-	7,470.31	7,470.31
44	EA	5	\$ 1,395.04	\$ 6,975.20					0.00	0.00	0.00	-	-	6,975.20	6,975.20
45	MO	3	\$ 4,033.09	\$ 12,099.27					3.00	0.00	3.00	4,185.12	4,185.12	7,914.15	7,914.15
46	SY	1,756	\$ 22.59	\$ 39,668.04					1,756.00	0.00	1,756.00	39,668.04	39,668.04	-	-
47	GAL	350	\$ 6.25	\$ 2,187.50					0.00	0.00	0.00	-	-	2,187.50	2,187.50
48	SY	2,107	\$ 8.22	\$ 17,319.54					0.00	0.00	0.00	-	-	17,319.54	17,319.54
49	LF	790	\$ 1.58	\$ 1,246.20					0.00	0.00	0.00	-	-	1,246.20	1,246.20
50	LF	205	\$ 10.52	\$ 2,156.60					35.00	0.00	35.00	368.20	368.20	1,788.40	1,788.40
51	LS	1	\$ 6,817.23	\$ 6,817.23					0.00	0.00	0.00	-	-	6,817.23	6,817.23
52	LF	2,290	\$ 12.98	\$ 29,728.20					0.00	0.00	0.00	-	-	29,728.20	29,728.20
53	LS	1	\$ 396,346.60	\$ 396,346.60					0.00	0.00	0.00	-	-	396,346.60	396,346.60

ORIGINAL CONTRACT AMOUNT:	\$ 4,403,851.15	LESS RETAINAGE @ 10%:	\$ 440,385.12	TOTAL CONTRACT AMOUNT TO DATE:	\$ 3,963,466.03	AMOUNT DUE THIS INVOICE:	\$ 161,683.84	BALANCE TO COMPLETE:	\$ 3,801,782.19
NET CHANGES BY CHANGE ORDERS:	\$ 188.40			\$ 3,963,654.43					
TOTAL CONTRACT AMOUNT TO DATE:	\$ 4,404,039.55			\$ 3,963,654.43					
Estimated % Project Completion to Date:	77.71%								
Substantial Completion:									
Final Completion:									
Liquidated Damages - Current Days:	0								
Liquidated Damages - Current Days:	9								
LESS Previous Requests for Payments:	\$ 10,000.00			\$ 10,000.00					
LESS Retainage:	\$ 440,385.12			\$ 440,385.12					
TOTAL AMOUNT DUE THIS REQUEST:	\$ 91,524.46			\$ 91,524.46					

HIDALGO COUNTY
 SEP 09 2009
 DRAINAGE DISTRICT #1

REQUEST FOR PAYMENT NO. 9

Project Number: 4287-03 0.44 MILES
Date: 9/3/2009

CONTRACT NO. 08-024-09-30
WORK THRU: 8/25/2009

PROGRESS BILLING WORKSHEET - NO. 1

Table with columns: ITEM NO, UNIT, TOTAL QUANTITY, BID UNIT PRICE, TOTAL BID PRICE, NO., QTY +/-, UNIT PRICE +/-, VARIANCE AMOUNT +/-, UNIT QTY COMPLETE PRIOR INVOICES, UNIT QTY COMPLETE THIS PERIOD, UNIT QTY COMPLETE TO DATE, AMOUNT PRIOR INVOICES, AMOUNT COMPLETE TO DATE, AMOUNT DUE THIS INVOICE, BALANCE TO COMPLETE. Includes items like LEAD PROVISION, ROADWAY FINISH, EMBANKMENT, etc.

ORIGINAL CONTRACT AMOUNT: \$ 4,403,851.10
NET CHANGES BY CHANGE ORDERS: \$ 188.40
TOTAL CONTRACT AMOUNT TO DATE: \$ 4,404,039.50

Estimated % Project Completion to Date: 77.71%
Substantial Completion: []
Final Completion: []
Liquidated Damages: Current Days: 0
Liquated Damages: Current Days: 0

LESS RETAINAGE @ 10% \$ 440,385.11
RELEASE RETAINAGE REQUESTED 50% \$ 220,192.56
TOTAL AMOUNT DUE THIS REQUEST \$ 171,129.47

Contractor: BALLENGER CONSTRUCTION COMPANY

CERTIFICATION OF CONTRACTOR

According to the best of my knowledge and belief, I certify that all items and amounts shown on the face of this Application for Payment are correct, that all work has been performed and/or material supplied in accordance with the requirements of the referenced Contract and / or duly authorized deviations, substitutions, alterations, and/or additions, that the foregoing is a true and correct statement of the Contract Amount up to and including the last day of the period covered by the Application for Payment, that no part of the "Balance Due this Payment" has been received and that the undersigned and his subcontractors have complied with all the provisions of said contract.

Signed: [Signature] Date: 9/3/09
JOE CHARLES BALLENGER, JR
PRESIDENT

Instructions: Contractor's Certification No. 2: is to be executed for all requests for payments after the first. Notarize all requests for payments.
CONTRACTOR'S Certification No. 2:
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 [] this Application for Payment will pass to OWNER at time of payment free and clear of all liens, security interest or discharge, and (2) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

DATE: 9/3/09 By: [Signature]
JOE CHARLES BALLENGER, JR - PRESIDENT

BALLENGER CONSTRUCTION COMPANY
CONTRACTOR
ELAINE PILAR CASTILLO
Notary Public, State of Texas
My Commission Expires August 20, 2013

State of TEXAS
County of []
Subscribed and sworn to me this [] day of [] 2009
[Signature]
Notary Public
My Commission Expires: August 20, 2013

Engineer: DANNENBAUM ENGINEERING McALLEN-LLC

INSPECTOR'S CERTIFICATION
I certify that I have checked and verified the above and foregoing Periodic Estimate for Partial Payment, that to the best of my knowledge and belief it is a true and correct statement of work performed and/or material supplied by the contractor, and that partial payment claimed and requested by the Contractor is correctly computed on the basis of work performed and/or material supplied to date. Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

[Signature]
ARTEMIO SALAZAR
INSPECTOR
Date: 9/14/09

ENGINEER'S CERTIFICATION
I certify that I have checked and verified the above and foregoing Periodic Estimate for Partial Payment, that to the best of my knowledge and belief it is a true and correct statement of work performed and/or material supplied by the contractor, and that partial payment claimed and requested by the Contractor is correctly computed on the basis of work performed and/or material supplied to date. Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

[Signature]
RICHARD D. SEITZ, P.E.
Resident Project Representative
Date: 9/9/09

OWNER CERTIFICATION
I have checked this estimate against the contractor's Schedule of Amount for Contract Payments, the notes and reports of my inspections of the project, and the period reports submitted by the Project Engineer. It is my opinion that the statement of work performed and/or materials supplied is accurate, that the contractor is observing the requirements of the contract, and the payment to the contractor in the amount requested above is recommended.

Date: []
JD Salinas
Chairman of the Board

HIDALGO COUNTY
SEP 09 2009
DRAINAGE DISTRICT #1

Project Name:
Contractor:
Address:
City/State/Zip:

REQUEST FOR PAYMENT
DSH SEGMENT 0-8 & 0-6C (1.38 MILES)
SER CONSTRUCTION PARTNERS, LTD.
3636 Pasadena Blvd.
Pasadena, Texas 77503

REQUEST FOR PAYMENT NO. 11

Project Number: 4410-08 1.38 MILES
Date: 8/21/2009

CONTRACT NO. 08-017-09-01
WORK THRU: 7/23/2009

PROGRESS BILLING WORKSHEET - NO. 1

Table with columns: ITEM NO., UNIT, TOTAL QUANTITY, BID UNIT PRICE, TOTAL BID PRICE, NO., QTY., UNIT PRICE, VARIANCE AMOUNT, UNIT QTY. COMPLETE PRIOR INVOICES, UNIT QTY. COMPLETE THIS PERIOD, UNIT QTY. COMPLETE TO DATE, AMOUNT PRIOR INVOICES, AMOUNT COMPLETE TO DATE, AMOUNT DUE THIS INVOICE, BALANCE TO COMPLETE. Includes detailed line items for various construction tasks like retaining walls, drainage, and site preparation.

Summary table with columns: ORIGINAL CONTRACT AMOUNT, NET CHANGES BY CHANGE ORDER(S), TOTAL CONTRACT AMOUNT TO DATE, Estimated % Project Completion to Date, LESS RETAINAGE @ 10%, RELEASE RETAINAGE REQUESTED 50%, LESS Previous Requests for Payments, TOTAL AMOUNT DUE THIS REQUEST.

Contractor:

SER CONSTRUCTION PARTNERS, LTD.

CERTIFICATION OF CONTRACTOR

According to the best of my knowledge and belief, I certify that all items and amounts shown on the face of this Application for Payment are correct; that all work has been performed and / or material supplied in accordance with the requirements of the referenced Contract and / or duly authorized deviations, substitutions, alterations, and / or additions; that the foregoing is a true and correct statement of the Contract Amount to be paid and including the last day of the period covered by the Application for Payment; that no part of the "Balance Due this Payment" has been received and that the undersigned and his subcontractors have complied with all the labor provision of said contract.

Signed:

Handwritten signature of Rosbel E. Ramos, Date: 8/21/09

Title:

ROSBEL E. RAMOS
PRESIDENT

Instructions: Contractor's Certification No. 2 is to be executed for all requests for payments after the first. Notarize all requests for payments.

CONTRACTOR'S Certification No. 2:

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 _____ this Application for Payment will pass to OWNER free of payment free and clear of all liens, security interest or encumbrances; and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Handwritten signature of Rosbel E. Ramos, Date: 8/21/09

SER CONSTRUCTION PARTNERS, LTD.
CONTRACTOR

State of

TEXAS

County of

21st

Subscribed and sworn to me this

day of August 2009

Handwritten signature of Cristina M. Luna, Notary Public

My Commission Expires:



CRISTINA M. LUNA
Notary Public
STATE OF TEXAS
My Comm. Exp. Mar. 31, 2012

Engineer:

DANNENBAUM ENGINEERING MCLLEN-LLC

INSPECTOR'S CERTIFICATION

I certify that I have checked and verified the above and foregoing Periodic Estimate for Partial Payment; that to the best of my knowledge and belief it is a true and correct statement of work performed and/or material supplied by the contractor, and that partial payment claimed and requested by the Contractor is correctly computed on the basis of work performed and/or material supplied to date. Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Handwritten signature of Hector Cantu, Date: 8/21/09

HECTOR CANTU
INSPECTOR

ENGINEER'S CERTIFICATION

I certify that I have checked and verified the above and foregoing Periodic Estimate for Partial Payment; that to the best of my knowledge and belief it is a true and correct statement of work performed and/or material supplied by the contractor, and that partial payment claimed and requested by the Contractor is correctly computed on the basis of work performed and/or material supplied to date. Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Handwritten signature of Richard D. Setz, P.E., Date: 8/21/09

RICHARD D. SETZ, P.E.
Resident Project Representative

OWNER CERTIFICATION

I have checked this estimate against the contractor's Schedule of Amount for Contract Payments, the notes and reports of my inspections of the project, and the period reports submitted by the Project Engineer. It is my opinion that the statement of work performed and/or materials supplied is accurate, that the contractor is observing the requirements of the contract, and the payment to the contractor in the amount requested above is recommended.

JD Salinas
Chairman of the Board

Date:

HIDALGO COUNTY

SEP 09 2009

DRAINAGE DISTRICT #1

ITEM NO	UNIT	TOTAL QUANTITY	BID UNIT PRICE	TOTAL PRICE	NO. CHG. ORDERS	UNIT PRICE	VARIANCE	AMOUNT	UNIT QTY. TO DATE	AMOUNT TO DATE	AMOUNT TO INVOICE	AMOUNT COMPLETE	BALANCE COMPLETE
1	LF	16.00	\$ 14,866.00	\$ 237,856.00	21A	14,866.00	\$ -	1,749.00	14,866.00	14,866.00	14,866.00	14,866.00	946.00
2	EA	2	\$ 4,000.00	\$ 8,000.00	21A	4,000.00	\$ -	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	0.00
3	EA	2	\$ 4,000.00	\$ 8,000.00	21A	4,000.00	\$ -	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	0.00
4	CY	11.500	\$ 10.00	\$ 115.000.00	21A	11,500.00	\$ -	6,270.00	11,500.00	11,500.00	11,500.00	11,500.00	0.00
5	CY	5.246	\$ 600.00	\$ 3,148.000.00	21A	5,246.00	\$ -	7,847.11	5,246.00	5,246.00	5,246.00	5,246.00	0.00
6	CY	5.246	\$ 600.00	\$ 3,148.000.00	21A	5,246.00	\$ -	7,847.11	5,246.00	5,246.00	5,246.00	5,246.00	0.00
7	CY	5.246	\$ 600.00	\$ 3,148.000.00	21A	5,246.00	\$ -	7,847.11	5,246.00	5,246.00	5,246.00	5,246.00	0.00
8	LF	3.000	\$ 590.00	\$ 1,770.000.00	21A	3,000.00	\$ -	9,129.00	3,000.00	3,000.00	3,000.00	3,000.00	0.00
9	SF	2.100	\$ 2.00	\$ 4.200.000.00	21A	2,100.00	\$ -	2,626.00	2,100.00	2,100.00	2,100.00	2,100.00	0.00
10	EA	1	\$ 120,000.00	\$ 120,000.00	21A	1	\$ -	1,000.00	1	120,000.00	120,000.00	120,000.00	0.00
11	LF	7.300	\$ 17.00	\$ 124,100.00	21A	7,300.00	\$ -	3,220.00	7,300.00	7,300.00	7,300.00	7,300.00	0.00
12	CY	5.277	\$ 50.00	\$ 263,850.00	21A	5,277.00	\$ -	1,082.11	5,277.00	5,277.00	5,277.00	5,277.00	0.00
13	LF	61.615	\$ 20.00	\$ 1,232,300.00	21A	61,615.00	\$ -	118,250.00	61,615.00	61,615.00	61,615.00	61,615.00	0.00
14	STA	0.771	\$ 10.00	\$ 7.710.00	21A	0.771	\$ -	0.00	0.771	7.710.00	7.710.00	7.710.00	0.00
15	EA	1	\$ 100.00	\$ 100.00	21A	1	\$ -	0.00	1	100.00	100.00	100.00	0.00
16	SF	5.657	\$ 7.00	\$ 39,600.00	21A	5,657.00	\$ -	6,677.00	5,657.00	5,657.00	5,657.00	5,657.00	0.00
17	EA	1	\$ 3,000.00	\$ 3,000.00	21A	1	\$ -	1,000.00	1	3,000.00	3,000.00	3,000.00	0.00
18	CY	81.646	\$ 20.00	\$ 1,632,900.00	21A	81,646.00	\$ -	146,130.00	81,646.00	81,646.00	81,646.00	81,646.00	0.00
19	CY	75.000	\$ 15.00	\$ 1,125,000.00	21A	75,000.00	\$ -	7,000.00	75,000.00	75,000.00	75,000.00	75,000.00	0.00
20	CY	3.000	\$ 240.00	\$ 720,000.00	21A	3,000.00	\$ -	2,000.00	3,000.00	3,000.00	3,000.00	3,000.00	0.00
21	EA	14	\$ 400.00	\$ 5,600.00	21A	14	\$ -	240.00	14	5,600.00	5,600.00	5,600.00	0.00
22	SF	4.558	\$ 17.00	\$ 77,486.00	21A	4,558.00	\$ -	0.00	4,558.00	77,486.00	77,486.00	77,486.00	0.00
23	EA	1	\$ 1,000.00	\$ 1,000.00	21A	1	\$ -	0.00	1	1,000.00	1,000.00	1,000.00	0.00
24	EA	1	\$ 6,000.00	\$ 6,000.00	21A	1	\$ -	0.00	1	6,000.00	6,000.00	6,000.00	0.00
25	STA	26	\$ 1,500.00	\$ 39,000.00	21A	26	\$ -	1,500.00	26	39,000.00	39,000.00	39,000.00	0.00
26	STA	53	\$ 1,700.00	\$ 90,100.00	21A	53	\$ -	5,100.00	53	90,100.00	90,100.00	90,100.00	0.00
27	CY	1.000	\$ 8.00	\$ 8,000.00	21A	1,000.00	\$ -	54.00	1,000.00	8,000.00	8,000.00	8,000.00	0.00
28	CY	4.440	\$ 30.00	\$ 133,200.00	21A	4,440.00	\$ -	34,300.00	4,440.00	133,200.00	133,200.00	133,200.00	0.00
29	LF	2,500	\$ 2.50	\$ 6,250.00	21A	2,500.00	\$ -	1,000.00	2,500.00	6,250.00	6,250.00	6,250.00	0.00
30	SF	5,273	\$ 36.00	\$ 190,000.00	21A	5,273.00	\$ -	1,000.00	5,273.00	190,000.00	190,000.00	190,000.00	0.00
31	EA	2	\$ 12,000.00	\$ 24,000.00	21A	2	\$ -	2,000.00	2	24,000.00	24,000.00	24,000.00	0.00
32	EA	2	\$ 12,000.00	\$ 24,000.00	21A	2	\$ -	2,000.00	2	24,000.00	24,000.00	24,000.00	0.00
33	EA	1079	\$ 50.00	\$ 53,950.00	21A	1,079	\$ -	63,661.00	1,079	53,950.00	53,950.00	53,950.00	0.00
34	EA	442	\$ 65.00	\$ 28,730.00	21A	442	\$ -	27,046.00	442	28,730.00	28,730.00	28,730.00	0.00
35	EA	196	\$ 74.00	\$ 14,464.00	21A	196	\$ -	2,272.00	196	14,464.00	14,464.00	14,464.00	0.00
36	EA	487	\$ 87.00	\$ 42,399.00	21A	487	\$ -	8,906.00	487	42,399.00	42,399.00	42,399.00	0.00
37	EA	1,126	\$ 100.00	\$ 112,600.00	21A	1,126	\$ -	1,800.00	1,126	112,600.00	112,600.00	112,600.00	0.00
38	EA	2,341	\$ 102.00	\$ 238,872.00	21A	2,341	\$ -	15,700.00	2,341	238,872.00	238,872.00	238,872.00	0.00
39	EA	458	\$ 110.00	\$ 50,380.00	21A	458	\$ -	2,310.00	458	50,380.00	50,380.00	50,380.00	0.00
40	EA	554	\$ 270.00	\$ 150,000.00	21A	554	\$ -	107,000.00	554	150,000.00	150,000.00	150,000.00	0.00
41	EA	5,307	\$ 26.00	\$ 138,000.00	21A	5,307	\$ -	15,646.00	5,307	138,000.00	138,000.00	138,000.00	0.00
42	EA	22	\$ 360.00	\$ 7,920.00	21A	22	\$ -	2,910.00	22	7,920.00	7,920.00	7,920.00	0.00
43	EA	14	\$ 2,000.00	\$ 28,000.00	21A	14	\$ -	14,000.00	14	28,000.00	28,000.00	28,000.00	0.00
44	EA	2	\$ 500.00	\$ 1,000.00	21A	2	\$ -	2,000.00	2	1,000.00	1,000.00	1,000.00	0.00
45	EA	2	\$ 500.00	\$ 1,000.00	21A	2	\$ -	2,000.00	2	1,000.00	1,000.00	1,000.00	0.00
46	EA	2	\$ 10,000.00	\$ 20,000.00	21A	2	\$ -	30,000.00	2	20,000.00	20,000.00	20,000.00	0.00
47	EA	1	\$ 6,000.00	\$ 6,000.00	21A	1	\$ -	1,000.00	1	6,000.00	6,000.00	6,000.00	0.00
48	SF	0	\$ -	\$ 0.00	21A	0	\$ -	214,727.00	0	0.00	214,727.00	214,727.00	0.00
49	EA	0	\$ -	\$ 0.00	21A	0	\$ -	1,500.00	0	0.00	1,500.00	1,500.00	0.00
50	EA	0	\$ -	\$ 0.00	21A	0	\$ -	1,500.00	0	0.00	1,500.00	1,500.00	0.00
51	EA	0	\$ -	\$ 0.00	21A	0	\$ -	1,500.00	0	0.00	1,500.00	1,500.00	0.00
52	EA	0	\$ -	\$ 0.00	21A	0	\$ -	1,500.00	0	0.00	1,500.00	1,500.00	0.00
53	EA	0	\$ -	\$ 0.00	21A	0	\$ -	1,500.00	0	0.00	1,500.00	1,500.00	0.00
54	EA	0	\$ -	\$ 0.00	21A	0	\$ -	1,500.00	0	0.00	1,500.00	1,500.00	0.00
55	EA	0	\$ -	\$ 0.00	21A	0	\$ -	1,500.00	0	0.00	1,500.00	1,500.00	0.00
56	EA	0	\$ -	\$ 0.00	21A	0	\$ -	1,500.00	0	0.00	1,500.00	1,500.00	0.00
57	EA	0	\$ -	\$ 0.00	21A	0	\$ -	1,500.00	0	0.00	1,500.00	1,500.00	0.00
58	EA	0	\$ -	\$ 0.00	21A	0	\$ -	1,500.00	0	0.00	1,500.00	1,500.00	0.00
59	EA	0	\$ -	\$ 0.00	21A	0	\$ -	1,500.00	0	0.00	1,500.00	1,500.00	0.00
60	EA	0	\$ -	\$ 0.00	21A	0	\$ -	1,500.00	0	0.00	1,500.00	1,500.00	0.00
61	CY	0	\$ -	\$ 0.00	21A	0	\$ -	1,100.00	0	0.00	1,100.00	1,100.00	0.00
62	LF	0	\$ -	\$ 0.00	21A	0	\$ -	1,100.00	0	0.00	1,100.00	1,100.00	0.00
63	LF	0	\$ -	\$ 0.00	21A	0	\$ -	1,100.00	0	0.00	1,100.00	1,100.00	0.00
64	CY	0	\$ -	\$ 0.00	21A	0	\$ -	1,100.00	0	0.00	1,100.00	1,100.00	0.00
65	EA	0	\$ -	\$ 0.00	21A	0	\$ -	1,100.00	0	0.00	1,100.00	1,100.00	0.00
66	EA	0	\$ -	\$ 0.00	21A	0	\$ -	1,100.00	0	0.00	1,100.00	1,100.00	0.00
67	LF	0	\$ -	\$ 0.00	21A	0	\$ -	1,100.00	0	0.00	1,100.00	1,100.00	0.00
68	EA	0	\$ -	\$ 0.00	21A	0	\$ -	1,100.00	0	0.00	1,100.00	1,100.00	0.00
69	EA	0	\$ -	\$ 0.00	21A	0	\$ -	1,100.00	0	0.00	1,100.00	1,100.00	0.00
70	EA	0	\$ -	\$ 0.00	21A	0	\$ -	1,100.00	0	0.00	1,100.00	1,100.00	0.00
71	EA	0	\$ -	\$ 0.00	21A	0	\$ -	1,100.00	0	0.00	1,100.00	1,100.00	0.00
72	LF	0	\$ -	\$ 0.00	21A	0	\$ -	1,100.00	0	0.00	1,100.00	1,100.00	0.00
73	EA	0	\$ -	\$ 0.00	21A	0	\$ -	1,100.00	0	0.00	1,100.00	1,100.00	0.00

ORIGINAL CONTRACT AMOUNT:	\$ 14,197,296.40
NET CHARGES BY CHANGE ORDERS:	\$ 689,488.00
TOTAL CONTRACT AMOUNT TO DATE:	\$ 14,886,784.40
ESTIMATED % PROJECT COMPLETION TO DATE:	85.54%
LESS RETAINAGE @ 10%:	\$ 1,488,678.44
LESS PREVIOUS REQUESTS FOR PAYMENT:	\$ 13,398,105.96
TOTAL AMOUNT DUE THIS REQUEST:	\$ 1,488,678.44

Project Name: 4410-08 1.38 MILES
 Date: 9/9/2009

REQUEST FOR PAYMENT
 DHS SEGMENT 0-6B & 0-6C (1.38 MILES)
 SER CONSTRUCTION PARTNERS, LTD.
 3638 Pasadena Blvd
 Pasadena, Texas 77053

REQUEST FOR PAYMENT NO. 12

CONTRACT NO. 08-017-09-02
 WORK THRU: 8/25/2009

ROSEL E. RAMOS, PRESIDENT										PROGRESS BILLING WORKSHEET - NO. 1									
ITEM NO.	UNIT	TOTAL QUANTITY	BID UNIT PRICE	TOTAL BID PRICE	NO.	QTY. +/-	UNIT PRICE +/-	VARIANCE AMOUNT +/-	UNIT QTY. COMPLETE PRIOR PERIOD	UNIT QTY. COMPLETE THIS PERIOD	UNIT QTY. COMPLETE TO DATE	AMOUNT PRIOR INVOICES	AMOUNT COMPLETE TO DATE	AMOUNT DUE THIS INVOICE	BALANCE TO COMPLETE				
1	LF	14,600	\$ 3.00	\$ 43,800.00	21A	15,183.00	\$ 3.00	\$ 1,749.00	14,900.00	0.00	14,900.00	44,700.00	44,700.00	-	849.00				
2	LS	1	\$ 1,100,000.00	\$ 1,100,000.00	21A	1	\$ 1,100,000.00	\$ -	0.00	0.00	0.00	1,100,000.00	1,100,000.00	-	-				
3	EA	2	\$ 2,000.00	\$ 4,000.00	21A	2	\$ 2,000.00	\$ -	1.00	0.00	1.00	4,000.00	4,000.00	-	-				
4	CY	11,500	\$ 10.00	\$ 115,000.00	25	12,137.00	\$ 10.00	\$ 6,370.00	12,137.00	0.00	12,137.00	121,370.00	121,370.00	-	-				
5	CY	5,260	\$ 600.00	\$ 3,156,000.00	25,34	5,252.36	\$ 601.88	\$ 170,156.21	5,251.46	70.00	5,321.46	3,163,847.11	3,205,985.71	42,138.60	120,170.50				
6	CY	6,715	\$ 550.00	\$ 3,683,250.00	21A	7,273.96	\$ 576.02	\$ 496,696.44	6,900.94	130.00	7,030.94	3,729,682.03	4,049,962.06	320,280.03	139,984.38				
7	LF	938	\$ 500.00	\$ 469,000.00	25,34	992.55	\$ 497.8300	\$ 25,121.17	896.24	14.00	910.24	478,120.00	485,089.62	6,969.62	9,031.55				
8	LF	7,500	\$ 1.00	\$ 7,500.00	21A	4,013.00	\$ 2.00	\$ 2,626.00	4,013.00	0.00	4,013.00	7,300.00	7,300.00	-	-				
9	EA	1	\$ 120,000.00	\$ 120,000.00	21A	1	\$ 120,000.00	\$ -	0.00	0.00	0.00	120,000.00	120,000.00	-	-				
10	EA	1	\$ 120,000.00	\$ 120,000.00	21A	1	\$ 120,000.00	\$ -	0.00	0.00	0.00	120,000.00	120,000.00	-	-				
11	LF	7,300	\$ 17.00	\$ 124,100.00	25,34	7,815.00	\$ 16.91	\$ 8,051.85	7,490.00	0.00	7,490.00	127,330.00	127,330.00	-	4,821.85				
12	CY	5,877	\$ 60.00	\$ 352,620.00	34	1,130.11	\$ 60.00	\$ (284,813.40)	1,082.11	0.00	1,082.11	64,926.00	64,926.00	-	2,890.00				
13	LF	6,165	\$ 70.00	\$ 432,450.00	5,25	389.00	\$ 20.00	\$ (115,520.00)	0.00	0.00	0.00	0.00	0.00	-	7,780.00				
14	EA	1	\$ 1,100,000.00	\$ 1,100,000.00	21A	1	\$ 1,100,000.00	\$ -	0.00	0.00	0.00	1,100,000.00	1,100,000.00	-	-				
15	LF	5,072	\$ 1.00	\$ 5,072.00	21A	5,072.00	\$ 1.00	\$ -	5,072.00	0.00	5,072.00	5,072.00	5,072.00	-	-				
16	EA	1	\$ 3,000.00	\$ 3,000.00	21A	1	\$ 3,000.00	\$ -	0.00	0.00	0.00	3,000.00	3,000.00	-	-				
17	EA	1	\$ 3,000.00	\$ 3,000.00	21A	1	\$ 3,000.00	\$ -	0.00	0.00	0.00	3,000.00	3,000.00	-	-				
18	CY	81,640	\$ 20.00	\$ 1,632,800.00	34	162,955.50	\$ 20.00	\$ 1,626,310.00	82,043.00	68,333.00	150,376.00	1,640,860.00	3,007,520.00	1,366,660.00	251,590.00				
19	CY	75,000	\$ 15.00	\$ 1,125,000.00	30	6,667.00	\$ 15.00	\$ (1,024,935.00)	75,000.00	-88,333.00	6,667.00	1,125,000.00	100,065.00	(1,024,935.00)	-				
20	EA	2,000	\$ 240.00	\$ 480,000.00	21A	334.87	\$ 240.00	\$ (399,631.20)	55.00	0.00	55.00	13,200.00	13,200.00	-	67,168.80				
21	EA	14	\$ 400.00	\$ 5,600.00	21A	14	\$ 400.00	\$ -	0.00	0.00	0.00	5,600.00	5,600.00	-	-				
22	EA	1	\$ 1,100,000.00	\$ 1,100,000.00	21A	1	\$ 1,100,000.00	\$ -	0.00	0.00	0.00	1,100,000.00	1,100,000.00	-	-				
23	EA	1	\$ 1,100,000.00	\$ 1,100,000.00	21A	1	\$ 1,100,000.00	\$ -	0.00	0.00	0.00	1,100,000.00	1,100,000.00	-	-				
24	EA	1	\$ 1,100,000.00	\$ 1,100,000.00	21A	1	\$ 1,100,000.00	\$ -	0.00	0.00	0.00	1,100,000.00	1,100,000.00	-	-				
25	EA	1	\$ 1,100,000.00	\$ 1,100,000.00	21A	1	\$ 1,100,000.00	\$ -	0.00	0.00	0.00	1,100,000.00	1,100,000.00	-	-				
26	EA	1	\$ 1,100,000.00	\$ 1,100,000.00	21A	1	\$ 1,100,000.00	\$ -	0.00	0.00	0.00	1,100,000.00	1,100,000.00	-	-				
27	EA	1	\$ 1,100,000.00	\$ 1,100,000.00	21A	1	\$ 1,100,000.00	\$ -	0.00	0.00	0.00	1,100,000.00	1,100,000.00	-	-				
28	EA	1	\$ 1,100,000.00	\$ 1,100,000.00	21A	1	\$ 1,100,000.00	\$ -	0.00	0.00	0.00	1,100,000.00	1,100,000.00	-	-				
29	EA	1	\$ 1,100,000.00	\$ 1,100,000.00	21A	1	\$ 1,100,000.00	\$ -	0.00	0.00	0.00	1,100,000.00	1,100,000.00	-	-				
30	EA	1	\$ 1,100,000.00	\$ 1,100,000.00	21A	1	\$ 1,100,000.00	\$ -	0.00	0.00	0.00	1,100,000.00	1,100,000.00	-	-				
31	EA	1	\$ 1,100,000.00	\$ 1,100,000.00	21A	1	\$ 1,100,000.00	\$ -	0.00	0.00	0.00	1,100,000.00	1,100,000.00	-	-				
32	EA	1	\$ 1,100,000.00	\$ 1,100,000.00	21A	1	\$ 1,100,000.00	\$ -	0.00	0.00	0.00	1,100,000.00	1,100,000.00	-	-				
33	EA	1	\$ 1,100,000.00	\$ 1,100,000.00	21A	1	\$ 1,100,000.00	\$ -	0.00	0.00	0.00	1,100,000.00	1,100,000.00	-	-				
34	EA	1	\$ 1,100,000.00	\$ 1,100,000.00	21A	1	\$ 1,100,000.00	\$ -	0.00	0.00	0.00	1,100,000.00	1,100,000.00	-	-				
35	EA	1	\$ 1,100,000.00	\$ 1,100,000.00	21A	1	\$ 1,100,000.00	\$ -	0.00	0.00	0.00	1,100,000.00	1,100,000.00	-	-				
36	EA	1	\$ 1,100,000.00	\$ 1,100,000.00	21A	1	\$ 1,100,000.00	\$ -	0.00	0.00	0.00	1,100,000.00	1,100,000.00	-	-				
37	EA	1	\$ 1,100,000.00	\$ 1,100,000.00	21A	1	\$ 1,100,000.00	\$ -	0.00	0.00	0.00	1,100,000.00	1,100,000.00	-	-				
38	EA	1	\$ 1,100,000.00	\$ 1,100,000.00	21A	1	\$ 1,100,000.00	\$ -	0.00	0.00	0.00	1,100,000.00	1,100,000.00	-	-				
39	EA	1	\$ 1,100,000.00	\$ 1,100,000.00	21A	1	\$ 1,100,000.00	\$ -	0.00	0.00	0.00	1,100,000.00	1,100,000.00	-	-				
40	EA	1	\$ 1,100,000.00	\$ 1,100,000.00	21A	1	\$ 1,100,000.00	\$ -	0.00	0.00	0.00	1,100,000.00	1,100,000.00	-	-				
41	EA	1	\$ 1,100,000.00	\$ 1,100,000.00	21A	1	\$ 1,100,000.00	\$ -	0.00	0.00	0.00	1,100,000.00	1,100,000.00	-	-				
42	EA	1	\$ 1,100,000.00	\$ 1,100,000.00	21A	1	\$ 1,100,000.00	\$ -	0.00	0.00	0.00	1,100,000.00	1,100,000.00	-	-				
43	EA	1	\$ 1,100,000.00	\$ 1,100,000.00	21A	1	\$ 1,100,000.00	\$ -	0.00	0.00	0.00	1,100,000.00	1,100,000.00	-	-				
44	EA	1	\$ 1,100,000.00	\$ 1,100,000.00	21A	1	\$ 1,100,000.00	\$ -	0.00	0.00	0.00	1,100,000.00	1,100,000.00	-	-				
45	EA	1	\$ 1,100,000.00	\$ 1,100,000.00	21A	1	\$ 1,100,000.00	\$ -	0.00	0.00	0.00	1,100,000.00	1,100,000.00	-	-				
46	EA	1	\$ 1,100,000.00	\$ 1,100,000.00	21A	1	\$ 1,100,000.00	\$ -	0.00	0.00	0.00	1,100,000.00	1,100,000.00	-	-				
47	EA	1	\$ 1,100,000.00	\$ 1,100,000.00	21A	1	\$ 1,100,000.00	\$ -	0.00	0.00	0.00	1,100,000.00	1,100,000.00	-	-				
48	EA	1	\$ 1,100,000.00	\$ 1,100,000.00	21A	1	\$ 1,100,000.00	\$ -	0.00	0.00	0.00	1,100,000.00	1,100,000.00	-	-				
49	EA	1	\$ 1,100,000.00	\$ 1,100,000.00	21A	1	\$ 1,100,000.00	\$ -	0.00	0.00	0.00	1,100,000.00	1,100,000.00	-	-				
50	EA	1	\$ 1,100,000.00	\$ 1,100,000.00	21A	1	\$ 1,100,000.00	\$ -	0.00	0.00	0.00	1,100,000.00	1,100,000.00	-	-				
51	EA	1	\$ 1,100,000.00	\$ 1,100,000.00	21A	1	\$ 1,100,000.00	\$ -	0.00	0.00	0.00	1,100,000.00	1,100,000.00	-	-				
52	EA	1	\$ 1,100,000.00	\$ 1,100,000.00	21A	1	\$ 1,100,000.00	\$ -	0.00	0.00	0.00	1,100,000.00	1,100,000.00	-	-				
53	EA	1	\$ 1,100,000.00	\$ 1,100,000.00	21A	1	\$ 1,100,000.00	\$ -	0.00	0.00	0.00	1,100,000.00	1,100,000.00	-	-				
54	EA	1	\$ 1,100,000.00	\$ 1,100,000.00	21A	1	\$ 1,100,000.00	\$ -	0.00	0.00	0.00	1,100,000.00	1,100,000.00	-	-				
55	EA	1	\$ 1,100,000.00	\$ 1,100,000.00	21A	1	\$ 1,100,000.00	\$ -	0.00	0.00	0.00	1,100,000.00	1,100,000.00	-	-				
56	EA	1	\$ 1,100,000.00	\$ 1,100,000.00	21A	1	\$ 1,100,000.00	\$ -	0.00	0.00	0.00	1,100,000.00	1,100,000.00	-	-				
57	EA	1	\$ 1,100,000.00	\$ 1,100,000.00	21A	1	\$ 1,100,000.00	\$ -	0.00	0.00	0.00	1,100,000.00	1,100,000.00	-	-				
58	EA	1	\$ 1,100,000.00	\$ 1,100,000.00	21A	1	\$ 1,100,000.00	\$ -	0.00	0.00	0.00	1,100,000.00	1,100,000.00	-	-				
59	EA	1	\$ 1,100,000.00	\$ 1,100,000.00	21A	1	\$ 1,100,000.00	\$ -	0.00	0.00	0.00	1,100,000.00	1,100,000.00	-	-				
60	EA	1	\$ 1,100,000.00	\$ 1,100,000.00	21A	1	\$ 1,100,000.00	\$ -	0.00	0.00	0.00	1,100,000.00	1,100,000.00	-	-				
61	EA	1	\$ 1,100,000.00	\$ 1,100,000.00	21A	1	\$ 1,100,000.00	\$ -	0.00	0.00	0.00	1,100,000.00	1,100,000.00	-	-				
62	EA	1	\$ 1,100,000.00	\$ 1,100,000.00	21A	1	\$ 1,100,000.00	\$ -	0.00	0.00	0.00	1,100,000.00	1,100,000.00	-	-				
63	EA	1	\$ 1,100,000.00	\$ 1,100,000.00	21A	1	\$ 1,100,000.00	\$ -	0.00										

ITEM NO.	DESCRIPTION	QTY	UNIT	TOTAL AMOUNT	AMOUNT BILLED	NO. OF INVOICES	CHANGE ORDER NO.	CHANGE ORDER AMOUNT	VARIANCE	DATE OF INVOICE	DATE OF PAYMENT	DATE OF RECEIPT	DATE OF COMPLETION	DATE OF INVOICE	DATE OF PAYMENT	DATE OF RECEIPT	DATE OF COMPLETION	
1	TRAP ROOMS CONTROL VALVE FABRIC FINISH	1	LF	1,468	3,400	1				1,468								
2	TRAP ROOMS CONTROL VALVE FABRIC FINISH	1	LF	1,468	3,400	1				1,468								
3	TRAP ROOMS CONTROL VALVE FABRIC FINISH	1	LF	1,468	3,400	1				1,468								
4	TRAP ROOMS CONTROL VALVE FABRIC FINISH	1	LF	1,468	3,400	1				1,468								
5	TRAP ROOMS CONTROL VALVE FABRIC FINISH	1	LF	1,468	3,400	1				1,468								
6	TRAP ROOMS CONTROL VALVE FABRIC FINISH	1	LF	1,468	3,400	1				1,468								
7	TRAP ROOMS CONTROL VALVE FABRIC FINISH	1	LF	1,468	3,400	1				1,468								
8	TRAP ROOMS CONTROL VALVE FABRIC FINISH	1	LF	1,468	3,400	1				1,468								
9	TRAP ROOMS CONTROL VALVE FABRIC FINISH	1	LF	1,468	3,400	1				1,468								
10	TRAP ROOMS CONTROL VALVE FABRIC FINISH	1	LF	1,468	3,400	1				1,468								
11	TRAP ROOMS CONTROL VALVE FABRIC FINISH	1	LF	1,468	3,400	1				1,468								
12	TRAP ROOMS CONTROL VALVE FABRIC FINISH	1	LF	1,468	3,400	1				1,468								
13	TRAP ROOMS CONTROL VALVE FABRIC FINISH	1	LF	1,468	3,400	1				1,468								
14	TRAP ROOMS CONTROL VALVE FABRIC FINISH	1	LF	1,468	3,400	1				1,468								
15	TRAP ROOMS CONTROL VALVE FABRIC FINISH	1	LF	1,468	3,400	1				1,468								
16	TRAP ROOMS CONTROL VALVE FABRIC FINISH	1	LF	1,468	3,400	1				1,468								
17	TRAP ROOMS CONTROL VALVE FABRIC FINISH	1	LF	1,468	3,400	1				1,468								
18	TRAP ROOMS CONTROL VALVE FABRIC FINISH	1	LF	1,468	3,400	1				1,468								
19	TRAP ROOMS CONTROL VALVE FABRIC FINISH	1	LF	1,468	3,400	1				1,468								
20	TRAP ROOMS CONTROL VALVE FABRIC FINISH	1	LF	1,468	3,400	1				1,468								
21	TRAP ROOMS CONTROL VALVE FABRIC FINISH	1	LF	1,468	3,400	1				1,468								
22	TRAP ROOMS CONTROL VALVE FABRIC FINISH	1	LF	1,468	3,400	1				1,468								
23	TRAP ROOMS CONTROL VALVE FABRIC FINISH	1	LF	1,468	3,400	1				1,468								
24	TRAP ROOMS CONTROL VALVE FABRIC FINISH	1	LF	1,468	3,400	1				1,468								
25	TRAP ROOMS CONTROL VALVE FABRIC FINISH	1	LF	1,468	3,400	1				1,468								
26	TRAP ROOMS CONTROL VALVE FABRIC FINISH	1	LF	1,468	3,400	1				1,468								
27	TRAP ROOMS CONTROL VALVE FABRIC FINISH	1	LF	1,468	3,400	1				1,468								
28	TRAP ROOMS CONTROL VALVE FABRIC FINISH	1	LF	1,468	3,400	1				1,468								
29	TRAP ROOMS CONTROL VALVE FABRIC FINISH	1	LF	1,468	3,400	1				1,468								
30	TRAP ROOMS CONTROL VALVE FABRIC FINISH	1	LF	1,468	3,400	1				1,468								
31	TRAP ROOMS CONTROL VALVE FABRIC FINISH	1	LF	1,468	3,400	1				1,468								
32	TRAP ROOMS CONTROL VALVE FABRIC FINISH	1	LF	1,468	3,400	1				1,468								
33	TRAP ROOMS CONTROL VALVE FABRIC FINISH	1	LF	1,468	3,400	1				1,468								
34	TRAP ROOMS CONTROL VALVE FABRIC FINISH	1	LF	1,468	3,400	1				1,468								
35	TRAP ROOMS CONTROL VALVE FABRIC FINISH	1	LF	1,468	3,400	1				1,468								
36	TRAP ROOMS CONTROL VALVE FABRIC FINISH	1	LF	1,468	3,400	1				1,468								
37	TRAP ROOMS CONTROL VALVE FABRIC FINISH	1	LF	1,468	3,400	1				1,468								
38	TRAP ROOMS CONTROL VALVE FABRIC FINISH	1	LF	1,468	3,400	1				1,468								
39	TRAP ROOMS CONTROL VALVE FABRIC FINISH	1	LF	1,468	3,400	1				1,468								
40	TRAP ROOMS CONTROL VALVE FABRIC FINISH	1	LF	1,468	3,400	1				1,468								

ORIGINAL CONTRACT AMOUNT: \$ 14,897,729.86
 NET CHANGES BY CHANGE ORDERS: \$ 1,862,725.33
 TOTAL CONTRACT AMOUNT TO DATE: \$ 16,760,455.19
 ESTIMATED % PROJECT COMPLETION TO DATE: 62.37%
 LESS: PREVIOUS REQUESTS FOR PAYMENTS: \$ 1,488,424.24
 TOTAL AMOUNT DUE THIS PERIOD: \$ 488,030.95

Project Name:
Contractor:
Address:
City/State/Zip:

MISSION LEVEE IMPROVEMENT PROJECT BANKER WEIR TO INSPIRATION RD. (3.74 MILES)
BALLENGER CONSTRUCTION COMPANY
24200 N. FM 509
HARLINGEN, TEXAS 78550

REQUEST FOR PAYMENT NO. 16

Project Number: 4287-03 3.74 MILES
Date: 9/2/2009

CONTRACT NO. 08-005-04-29
WORK THRU: 9/25/2009

PROGRESS BILLING WORKSHEET - NO. 1

JOE CHARLES BALLENGER, JR. PRESIDENT	ITEM NO	UNIT	TOTAL QUANTITY	BID UNIT PRICE	TOTAL BID PRICE	CHANGE ORDERS				UNIT QTY. COMPLETE PRIOR INVOICES	UNIT QTY. COMPLETE THIS PERIOD	UNIT QTY. COMPLETE TO DATE	AMOUNT PRIOR INVOICES	AMOUNT COMPLETE TO DATE	AMOUNT DUE THIS INVOICE	BALANCE TO COMPLETE
						NO.	QTY. +/-	UNIT PRICE +/-	VARIANCE AMOUNT +/-							
	1	STA	198	\$ 1,500.00	\$ 297,000.00					198.00	0.00	198.00	297,000.00	297,000.00	-	-
	2	CY	18,500	\$ 6.00	\$ 111,000.00					18,500.00	0.00	18,500.00	111,000.00	111,000.00	-	-
	3	CY	17,500	\$ 6.00	\$ 105,000.00					17,500.00	0.00	17,500.00	105,000.00	105,000.00	-	-
	4	CY	263,200	\$ 12.56	\$ 3,305,792.00					263,200.00	0.00	263,200.00	3,305,792.00	3,305,792.00	-	-
	5	CY	36,800	\$ 6.00	\$ 220,800.00					36,800.00	0.00	36,800.00	220,800.00	220,800.00	-	-
	6	CY	29,100	\$ 6.00	\$ 174,600.00					29,100.00	0.00	29,100.00	174,600.00	174,600.00	-	-
	7	CY	2,450	\$ 290.00	\$ 710,500.00					2,450.00	0.00	2,450.00	710,500.00	710,500.00	-	-
	8	CY	1,500	\$ 85.66	\$ 128,490.00					1,500.00	0.00	1,500.00	128,490.00	128,490.00	-	-
	9	SY	618	\$ 18.17	\$ 11,229.06					618.00	0.00	618.00	11,229.06	11,229.06	-	-
	10	CY	7,950	\$ 31.00	\$ 246,450.00					7,950.00	0.00	7,950.00	246,450.00	246,450.00	-	-
	11	SY	7,800	\$ 7.74	\$ 60,372.00					7,800.00	0.00	7,800.00	60,372.00	60,372.00	-	-
	12	SY	11,300	\$ 9.79	\$ 110,627.00					11,300.00	0.00	11,300.00	110,627.00	110,627.00	-	-
	13	GAL	3,800	\$ 3.99	\$ 15,162.00					3,800.00	0.00	3,800.00	15,162.00	15,162.00	-	-
	14	SY	146,000	\$ 6.28	\$ 917,680.00					146,000.00	0.00	146,000.00	917,680.00	917,680.00	-	-
	15	LF	9,215	\$ 17.00	\$ 156,655.00					9,215.00	0.00	9,215.00	156,655.00	156,655.00	-	-
	16	LF	1,600	\$ 39.71	\$ 63,536.00					1,600.00	0.00	1,600.00	63,536.00	63,536.00	-	-
	17	EA	81	\$ 885.26	\$ 71,706.06					81.00	0.00	81.00	71,706.06	71,706.06	-	-
	18	EA	6	\$ 6,661.22	\$ 39,967.32					6.00	0.00	6.00	39,967.32	39,967.32	-	-
	19	EA	12	\$ 1,941.29	\$ 23,295.48					12.00	0.00	12.00	23,295.48	23,295.48	-	-
	20	EA	3	\$ 25,000.00	\$ 75,000.00					0.00	0.00	0.00	-	-	-	75,000.00
	21	EA	3	\$ 4,156.83	\$ 12,470.49					0.00	0.00	0.00	4,156.83	4,156.83	-	4,156.83
	22	EA	3	\$ 24.00	\$ 72.00					0.00	0.00	0.00	24.00	24.00	-	11,850.82
	23	EA	3	\$ 11,000.00	\$ 33,000.00					0.00	0.00	0.00	11,000.00	11,000.00	-	11,000.00
	24	EA	3	\$ 2,148.48	\$ 6,445.44					0.00	0.00	0.00	2,148.48	2,148.48	-	6,445.44
	25	EA	3	\$ 3,860.12	\$ 11,580.36					0.00	0.00	0.00	3,860.12	3,860.12	-	11,580.36
	26	EA	3	\$ 4,171.33	\$ 12,513.99					0.00	0.00	0.00	4,171.33	4,171.33	-	12,513.99
	27	EA	2	\$ 710.68	\$ 1,421.36					0.00	0.00	0.00	710.68	710.68	-	12,513.99
	28	LF	80	\$ 89.01	\$ 7,120.80					80.00	0.00	80.00	7,120.80	7,120.80	-	-
	29	SY	12,400	\$ 1.15	\$ 14,260.00					12,400.00	0.00	12,400.00	14,260.00	14,260.00	-	-
	30	LF	4,200	\$ 12.48	\$ 52,416.00					4,200.00	0.00	4,200.00	52,416.00	52,416.00	-	-
	31	LF	112	\$ 241.79	\$ 27,080.48					112.00	0.00	112.00	27,080.48	27,080.48	-	-
	32	LS	1	\$ 19,218.80	\$ 19,218.80					1.00	0.00	1.00	19,218.80	19,218.80	-	-
	33	LF	40,500	\$ 2.28	\$ 92,340.00					39,600.00	0.00	39,600.00	90,288.00	90,288.00	-	2,052.00
	34	EA	6	\$ 29.12	\$ 174.72					0.00	0.00	0.00	-	-	-	174.72
	35	EA	20	\$ 456.32	\$ 9,126.40					0.00	0.00	0.00	9,126.40	9,126.40	-	-
	36	LF	300	\$ 1.38	\$ 414.00					0.00	0.00	0.00	33.12	33.12	-	380.88
	37	LS	1	\$ 9,706.46	\$ 9,706.46					1.00	0.00	1.00	9,706.46	9,706.46	-	-
	38	LS	1	\$ 9,706.46	\$ 9,706.46					1.00	0.00	1.00	9,706.46	9,706.46	-	-
	39	LS	1	\$ 19,644.72	\$ 19,644.72					1.00	0.00	1.00	19,644.72	19,644.72	-	-
	40	CY	3,900	\$ 6.17	\$ 24,063.00					3,900.00	0.00	3,900.00	24,063.00	24,063.00	-	-
	42	LS	0	\$ -	\$ -		1	\$ 5,563.14	\$ 5,563.14	1.00	0.00	1.00	5,563.14	5,563.14	-	(32,145.30)

SUBTOTAL ORIGINAL CONTRACT AMOUNT: \$ 6,307,692.47

CONTRACTOR TO CLEAR AREA OF ANY OBSTRUCTIONS WITHIN CHIMNEY PARK STA. (84+00 TO 100+00) THAT IMPEDES THE CONSTRUCTION OF THE LEVEE IMPROVEMENTS	ITEM NO	UNIT	QUANTITY	BID UNIT PRICE	TOTAL BID PRICE	NO.	QTY. +/-	UNIT PRICE +/-	VARIANCE AMOUNT +/-	UNIT QTY. COMPLETE PRIOR INVOICES	UNIT QTY. COMPLETE THIS PERIOD	UNIT QTY. COMPLETE TO DATE	AMOUNT PRIOR INVOICES	AMOUNT COMPLETE TO DATE	AMOUNT DUE THIS INVOICE	BALANCE TO COMPLETE
	S1	LS	1	\$ 44,115.72	\$ 44,115.72					1.00	0.00	1.00	44,115.72	44,115.72	-	-

ORIGINAL CONTRACT AMOUNT WITH SUPPLEMENTAL BID ITEM:	\$ 6,351,808.19	NET CHANGES BY CHANGE ORDER(S)	\$ 5,563.14	TOTAL CONTRACT AMOUNT TO DATE	\$ 6,357,371.33	TOTAL AMOUNT DUE THIS REQUEST	\$ 36,023.22	TOTAL CONTRACT EARNED	\$ 6,256,307.39	CONTRACT BALANCE TO COMPLETE	\$ 101,063.94
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Estimated % Project Completion to Date: 98.41%
 LESS RETAINAGE @ 10% \$ 625,630.73 \$ 4,002.58
 PENDING RELEASED RETAINAGE PR #14 \$ 310,535.92 \$ -
 LESS Previous Requests for Payments \$ 55,905,189.36 \$ -
 A/D per day \$ - \$ -
TOTAL AMOUNT DUE THIS REQUEST \$ 36,023.22 \$ 36,023.22

Contractor: BALLENGER CONSTRUCTION COMPANY

CERTIFICATION OF CONTRACTOR

According to the best of my knowledge and belief, I certify that all items and amounts shown on the face of this Application for Payment are correct; that all work has been performed and / or material supplied in accordance with the requirements of the referenced Contract and / or duly authorized deviations, substitutions, alterations, and/or additions; that the foregoing is a true and correct statement of the Contract Amount up to and including the last day of the period covered by the Application for Payment; that no part of the "Balance Due this Payment" has been received and that the undersigned and his subcontractors have complied with all the labor provisions of said contract.

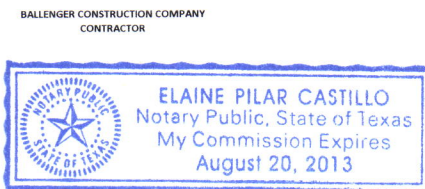
Signed: [Signature] Date: 9/3/09
 Title: JOE CHARLES BALLENGER, JR.
PRESIDENT

Instructions: Contractor's Certification No. 2: is to be executed for all requests for payments after the first. Notarize all requests for payments.

CONTRACTOR'S Certification No. 2: 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 _____ this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interest or encumbrance; and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

DATE: 9/3/09 By: [Signature]
JOE CHARLES BALLENGER, JR. PRESIDENT

State of TEXAS
 County of [Signature]
 Subscribed and sworn to me this 3rd day of September 2009
[Signature]
 Notary Public
 My Commission Expires: August 20, 2013



Engineer: DANNENBAUM ENGINEERING McALLEN-LLC

INSPECTOR'S CERTIFICATION

I certify that I have checked and verified the above and foregoing Periodic Estimate for Partial Payment: that to the best of my knowledge and belief it is a true and correct statement of work performed and/or material supplied by the contractor, and that partial payment claimed and requested by the Contractor is correctly computed on the basis of work performed and/or material supplied to date. Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

[Signature] Date: 9/3/09
RAMIRO WLEJANDRO
DANNENBAUM INSPECTOR

ENGINEER'S CERTIFICATION

I certify that I have checked and verified the above and foregoing Periodic Estimate for Partial Payment: that to the best of my knowledge and belief it is a true and correct statement of work performed and/or material supplied by the contractor, and that partial payment claimed and requested by the Contractor is correctly computed on the basis of work performed and/or material supplied to date. Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

[Signature] Date: 9/9/09
RICHARD D. SEITZ, P.E.
Resident Project Representative

OWNER CERTIFICATION

I have checked this estimate against the contractor's Schedule of Amount for Contract Payments, the notes and reports of my inspections of the project, and the period reports submitted by the Project Engineer. It is my opinion that the statement of work performed and/or materials supplied is accurate, that the contractor is observing the requirements of the contract, and the payment to the contractor in the amount requested above is recommended.

Date: _____
JD Salinas
Chairman of the Board

HIDALGO COUNTY
 SEP 09 2009
 DRAINAGE DISTRICT #1

MISSION LEVEE IMPROVEMENT PROJECT BANKER WEIR TO INSPIRATION RD. (3.74 MILES)
 BALLENGER CONSTRUCTION COMPANY

24200 N. FM 509
 HARLINGEN, TEXAS 78550

Project Name: 4287-03 3.74 MILES
 Contractor: 9/2/2009
 Address:
 City/State/Zip:

CONTRACT NO. 08-005-04-29
 WORK THRU: 8/25/2009

REQUEST FOR PAYMENT NO. 16

PROGRESS BILLING WORKSHEET - NO. 1

ITEM NO	UNIT	TOTAL QUANTITY	BID UNIT PRICE	TOTAL BID PRICE	NO.	QTY. +/-	CHANGE ORDERS		UNIT QTY. COMPLETE THIS PERIOD	UNIT QTY. COMPLETE TO DATE	AMOUNT PRIOR INVOICES	AMOUNT COMPLETE TO DATE	AMOUNT DUE THIS INVOICE	BALANCE TO COMPLETE
							VARIANCE AMOUNT +/-	UNIT PRICE +/-						
1	STA	198	\$ 1,500.00	\$ 297,000.00				198.00	198.00	297,000.00	297,000.00	-	-	-
2	CY	18,500	\$ 6.00	\$ 111,000.00				18,500.00	18,500.00	111,000.00	111,000.00	-	-	-
3	CY	17,500	\$ 6.00	\$ 105,000.00				17,500.00	17,500.00	105,000.00	105,000.00	-	-	-
4	CY	263,200	\$ 12.56	\$ 3,305,792.00				263,200.00	263,200.00	3,305,792.00	3,305,792.00	-	-	-
5	CY	26,800	\$ 6.00	\$ 160,800.00				24,120.00	24,120.00	144,720.00	144,720.00	-	-	16,080.00
6	CY	29,100	\$ 6.00	\$ 174,600.00				29,100.00	29,100.00	174,600.00	174,600.00	-	-	-
7	CY	2,450	\$ 300.90	\$ 737,205.00				2,450.00	2,450.00	737,205.00	737,205.00	-	-	-
8	CY	1,500	\$ 85.66	\$ 128,490.00				1,500.00	1,500.00	128,490.00	128,490.00	-	-	-
9	SV	618	\$ 18.17	\$ 11,229.06				618.00	618.00	11,229.06	11,229.06	-	-	-
10	CY	7,950	\$ 31.00	\$ 246,450.00				7,950.00	7,950.00	246,450.00	246,450.00	-	-	-
11	SV	7,800	\$ 7.74	\$ 60,372.00				7,800.00	7,800.00	60,372.00	60,372.00	-	-	-
12	SV	11,300	\$ 9.79	\$ 110,627.00				11,300.00	11,300.00	110,627.00	110,627.00	-	-	-
13	GAL	3,800	\$ 3.89	\$ 14,782.00				3,800.00	3,800.00	14,782.00	14,782.00	-	-	-
14	SV	146,000	\$ 0.28	\$ 40,880.00				146,000.00	146,000.00	40,880.00	40,880.00	-	-	-
15	LF	9,215	\$ 17.00	\$ 156,655.00				9,215.00	9,215.00	156,655.00	156,655.00	-	-	-
16	SF	1,600	\$ 39.71	\$ 63,536.00				1,600.00	1,600.00	63,536.00	63,536.00	-	-	-
17	LF	81	\$ 885.26	\$ 71,706.06				81.00	81.00	71,706.06	71,706.06	-	-	-
18	EA	6	\$ 6,661.22	\$ 39,967.32				6.00	6.00	39,967.32	39,967.32	-	-	-
19	EA	12	\$ 1,941.29	\$ 23,295.48				12.00	12.00	23,295.48	23,295.48	-	-	-
20	EA	3	\$ 25,000.00	\$ 75,000.00				0.00	0.00	-	-	-	-	75,000.00
21	EA	2	\$ 4,156.83	\$ 8,313.66				1.00	1.00	4,156.83	4,156.83	-	-	4,156.83
22	LF	170	\$ 81.17	\$ 13,798.90				24.00	24.00	1,948.08	1,948.08	-	-	11,850.82
23	EA	3	\$ 11,000.00	\$ 33,000.00				0.00	0.00	-	-	22,000.00	22,000.00	11,000.00
24	EA	3	\$ 2,148.48	\$ 6,445.44				0.00	0.00	-	-	6,445.44	6,445.44	-
25	EA	3	\$ 3,860.12	\$ 11,580.36				0.00	0.00	-	-	11,580.36	11,580.36	-
26	EA	3	\$ 4,171.33	\$ 12,513.99				0.00	0.00	-	-	12,513.99	12,513.99	-
27	EA	2	\$ 710.68	\$ 1,421.36				2.00	2.00	1,421.36	1,421.36	-	-	-
28	LF	80	\$ 89.01	\$ 7,120.80				80.00	80.00	7,120.80	7,120.80	-	-	-
29	SV	12,400	\$ 1.15	\$ 14,260.00				12,400.00	12,400.00	14,260.00	14,260.00	-	-	-
30	LF	4,200	\$ 12.48	\$ 52,416.00				4,200.00	4,200.00	52,416.00	52,416.00	-	-	-
31	LF	112	\$ 241.79	\$ 27,080.48				112.00	112.00	27,080.48	27,080.48	-	-	-
32	LS	1	\$ 19,218.80	\$ 19,218.80				1.00	1.00	19,218.80	19,218.80	-	-	-
33	LF	40,500	\$ 2.28	\$ 92,340.00				39,600.00	39,600.00	90,288.00	90,288.00	-	-	2,052.00
34	EA	6	\$ 29.12	\$ 174.72				0.00	0.00	-	-	-	-	174.72
35	EA	20	\$ 485.32	\$ 9,706.40				20.00	20.00	9,706.40	9,706.40	-	-	-
36	LF	300	\$ 1.38	\$ 414.00				24.00	24.00	33.12	33.12	-	-	380.88
37	LS	1	\$ 9,706.46	\$ 9,706.46				1.00	1.00	9,706.46	9,706.46	-	-	-
38	LS	1	\$ 9,706.46	\$ 9,706.46				1.00	1.00	9,706.46	9,706.46	-	-	-
39	LS	1	\$ 19,644.72	\$ 19,644.72				1.00	1.00	19,644.72	19,644.72	-	-	-
40	CY	3,900	\$ 6.17	\$ 24,063.00				3,900.00	3,900.00	24,063.00	24,063.00	-	-	-
42	LS	0	\$ -	\$ -	1	1.00	\$ 5,563.14	1.00	1.00	5,563.14	5,563.14	-	-	(32,145.30)

SUBTOTAL ORIGINAL CONTRACT AMOUNT: \$ 6,307,692.47

CONTRACTOR TO CLEAR AREA OF ANY OBSTRUCTIONS WITHIN CHIMNEY PARK STA. (844+00 TO 100+00) THAT IMPEDES THE CONSTRUCTION OF THE LEVEE IMPROVEMENTS	NO.	QTY. +/-	UNIT PRICE +/-	TOTAL BID PRICE	NO.	QTY. +/-	UNIT PRICE +/-	TOTAL BID PRICE	NO.	QTY. +/-	UNIT PRICE +/-	TOTAL BID PRICE	NO.	QTY. +/-	UNIT PRICE +/-	TOTAL BID PRICE
S1	LS	1	\$ 44,115.72	\$ 44,115.72												

ORIGINAL CONTRACT AMOUNT WITH SUPPLEMENTAL BID ITEM:	NET CHANGES BY CHANGE ORDER(S)	TOTAL CONTRACT AMOUNT TO DATE	Estimated % Project Completion to Date:
\$ 6,351,808.19	\$ 5,563.14	\$ 6,357,371.33	98.41%

LESS RETAINAGE @ 10%	PENDING RELEASED RETAINAGE PR #14	LESS Previous Requests for Payments	To-Date Days:	TOTAL AMOUNT DUE THIS REQUEST
\$ 625,630.73	\$ 310,535.92	\$ 55,905,189.36	A/D per day	\$ 36,023.22

HIDALGO COUNTY
 SEP 09 2009
 DRAINAGE DISTRICT #1

Project Name:
Contractor:
Address:
City/State/Zip:

REQUEST FOR PAYMENT
COMMON LEVEL ANZALDIA DIKE IMPROVEMENT PROJECT (5.30 MILES)
BALLENGER CONSTRUCTION COMPANY
24200 N. FM 509
HARLINGEN, TEXAS 78550

REQUEST FOR PAYMENT NO. 15

Project Number: 4287-04.5.30 MILES
Date: 8/31/2009

CONTRACT NO. 08-007-05-27
WORK THRU: 8/25/2009

PROGRESS BILLING WORKSHEET - NO. 1

Table with columns: ITEM NO, UNIT, TOTAL QUANTITY, BID UNIT PRICE, TOTAL BID PRICE, NO., QTY. +/-, UNIT PRICE +/-, VARIANCE AMOUNT +/-, UNIT QTY. COMPLETE PRIOR INVOICES, UNIT QTY. COMPLETE THIS PERIOD, UNIT QTY. COMPLETE TO DATE, AMOUNT PRIOR INVOICES, AMOUNT COMPLETE TO DATE, AMOUNT DUE THIS INVOICE, BALANCE TO COMPLETE. Rows include erosion control, preparation of right of way, roadway excavation, stockpile removal, hydro mulch, raise levee, riprap stone, roadway embankment, traffic control, roadway flex base, 8" subgrade, prime oil, hot mix asphalt, metal beam guard rail, gatewell, levee gates, and materials on hand.

Summary table with columns: ORIGINAL CONTRACT AMOUNT, NET CHANGES BY CHANGE ORDER(S), TOTAL CONTRACT AMOUNT TO DATE, Estimated % Project Completion to Date, LESS RETAINAGE @ 10%, LESS Previous Requests for Payments, TOTAL AMOUNT DUE THIS REQUEST, TOTAL COMPLETE TO DATE, TOTAL CURRENT CONTRACT EARNED, CONTRACT BALANCE TO COMPLETE.

Contractor:

BALLENGER CONSTRUCTION COMPANY

CERTIFICATION OF CONTRACTOR

According to the best of my knowledge and belief, I certify that all items and amounts shown on the face of this Application for Payment are correct; that all work has been performed and / or material supplied in accordance with the requirements of the referenced Contract and / or duly authorized deviations, substitutions, alterations, and / or additions; that the foregoing is a true and correct statement of the Contract Amount up to and including the last day of the period covered by the Application for Payment; that no part of the "Balance Due This Payment" has been received and that the undersigned and his subcontractors have complied with all the labor provision of said contract.

Signed: [Signature] Date: 9/1/09
Title: JOE CHARLES BALLENGER, SR. CEO

Instructions: Contractor's Certification No. 2; is to be executed for all requests for payments after the first. Notarize all requests for payments.

CONTRACTOR'S Certification No. 2:

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 this Application for Payment will pass to OWNER at time of payment free and clear of all liens, security interest or encumbrance; and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

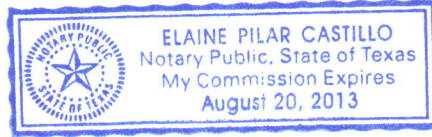
DATE: 8/1/09 By: [Signature] JOE CHARLES BALLENGER, SR. CEO

BALLENGER CONSTRUCTION COMPANY
CONTRACTOR

State of TEXAS
County of 1 day of September 2009

[Signature] Elaine Pilar Castillo
Notary Public

My Commission Expires: August 20, 2013



Engineer: DANNENBAUM ENGINEERING McALLEN-LLC

INSPECTOR'S CERTIFICATION

I certify that I have checked and verified the above and foregoing Periodic Estimate for Partial Payment: that to the best of my knowledge and belief it is a true and correct statement of work performed and/or material supplied by the contractor; and that partial payment claimed and requested by the Contractor is correctly computed on the basis of work performed and/or material supplied to date. Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

[Signature] RAMIRO ALEJANDRO
INSPECTOR

Date: 9/3/09

ENGINEER'S CERTIFICATION

I certify that I have checked and verified the above and foregoing Periodic Estimate for Partial Payment: that to the best of my knowledge and belief it is a true and correct statement of work performed and/or material supplied by the contractor; and that partial payment claimed and requested by the Contractor is correctly computed on the basis of work performed and/or material supplied to date. Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

[Signature] RICHARD D. SEITZ, P.E.
Resident Project Representative

Date: 9/9/09

OWNER CERTIFICATION

I have checked this estimate against the contractor's Schedule of Amount for Contract Payments, the notes and reports of my inspections of the project, and the period reports submitted by the Project Engineer. It is my opinion that the statement of work performed and / or materials supplied is accurate, that the contractor is observing the requirements of the contract, and the payment to the contractor in the amount requested above is recommended.

JD Salinas
Chairman of the Board

Date:

HIDALGO COUNTY

SEP 09 2009

DRAINAGE DISTRICT #1

REQUEST FOR PAYMENT
COMMON LEVEE ANZALDUA DIKE IMPROVEMENT PROJECT (5.30 MILES)
BALLENGER CONSTRUCTION COMPANY

24200 N. FM 509
HARLINGEN, TEXAS 78550

Project Name:
Contractor:
Address:
City/State/Zip:

Project Number: 4287-04 5.30 MILES
Date: 8/31/2009

CONTRACT NO. 08-007-05-27
WORK THRU: 8/25/2009

REQUEST FOR PAYMENT NO. 15

PROGRESS BILLING WORKSHEET - NO. 1

ITEM NO	UNIT	TOTAL QUANTITY	BID UNIT PRICE	TOTAL BID PRICE	NO.	QTY. +/-	CHANGE ORDERS			VARIANCE AMOUNT +/-	UNIT QTY. COMPLETE PRIOR INVOICES	UNIT QTY. COMPLETE THIS PERIOD	UNIT QTY. COMPLETE TO DATE	AMOUNT PRIOR INVOICES	AMOUNT COMPLETE TO DATE	AMOUNT DUE THIS INVOICE	BALANCE TO COMPLETE
							UNIT PRICE +/-	UNIT QTY. COMPLETE	AMOUNT								
1	LF	57,250	\$ 2.55	\$ 145,987.50										145,987.50	145,987.50	-	-
2	EA	3	\$ 1,850.00	\$ 5,550.00										1,850.00	1,850.00	-	3,700.00
3	LF	90	\$ 68.50	\$ 6,165.00										-	-	-	6,165.00
4	STA	276	\$ 112.00	\$ 30,912.00										30,912.00	30,912.00	-	-
5	CY	1,000	\$ 2.91	\$ 2,910.00										2,910.00	2,910.00	-	-
6	CY	5,166	\$ 6.61	\$ 34,147.26										34,147.26	34,147.26	-	-
7	CY	30,378	\$ 2.47	\$ 75,033.66										75,033.66	75,033.66	-	-
8	SY	251,582	\$ 0.44	\$ 110,696.08										110,696.08	110,696.08	-	-
9	CY	32,670	\$ 2.33	\$ 76,121.10										76,121.10	76,121.10	-	-
10	CY	424,120	\$ 10.17	\$ 4,313,300.40	1	417,033.67	\$ 10.17	\$ (72,067.98)		417,033.67	0.00	417,033.67	4,241,232.42	4,241,232.42	-	-	
11	CY	41,921	\$ 3.47	\$ 145,465.87						41,921.00	0.00	41,921.00	145,465.87	145,465.87	-	-	
12	CY	5,506	\$ 86.04	\$ 484,746.24						5,506.00	0.00	5,506.00	484,746.24	484,746.24	-	-	
13	CY	6,444	\$ 76.64	\$ 506,756.16						6,444.00	0.00	6,444.00	506,756.16	506,756.16	-	-	
14	CY	11,985	\$ 9.71	\$ 116,374.35						11,985.00	0.00	11,985.00	116,374.35	116,374.35	-	-	
15	LS	1	\$ 10,871.08	\$ 10,871.08						1.00	0.00	1.00	10,871.08	10,871.08	-	-	
16	SY	9,881	\$ 31.57	\$ 311,943.17						9,881.00	0.00	9,881.00	311,943.17	311,943.17	-	-	
17	SY	2,220	\$ 29.61	\$ 65,734.20						471,5191	0.0000	471,5191	13,961.68	13,961.68	-	51,772.52	
18	GAL	1,639	\$ 4.91	\$ 8,047.49						1,639.00	0.00	1,639.00	8,047.49	8,047.49	-	-	
19	SY	7,721	\$ 7.77	\$ 59,992.17						7,721.00	0.00	7,721.00	59,992.17	59,992.17	-	-	
20	LF	24,181	\$ 2.48	\$ 59,968.88						24,181.00	0.00	24,181.00	59,968.88	59,968.88	-	-	
21	LF	4,000	\$ 19.50	\$ 78,000.00						4,000.00	0.00	4,000.00	78,000.00	78,000.00	-	-	
22	LS	1	\$ 6,734.06	\$ 6,734.06						1.00	0.00	1.00	6,734.06	6,734.06	-	-	
23	LS	1	\$ 6,693.42	\$ 6,693.42						1.00	0.00	1.00	6,693.42	6,693.42	-	-	
24	LS	1	\$ 6,877.13	\$ 6,877.13						1.00	0.00	1.00	6,877.13	6,877.13	-	-	
25	LS	1	\$ 6,693.42	\$ 6,693.42						1.00	0.00	1.00	6,693.42	6,693.42	-	-	
26	LS	1	\$ 32,042.77	\$ 32,042.77						1.00	0.00	1.00	32,042.77	32,042.77	-	-	
27	LS	1	\$ 51,687.62	\$ 51,687.62						1.00	0.00	1.00	51,687.62	51,687.62	-	-	
28	LS	1	\$ 90,344.22	\$ 90,344.22						1.00	0.00	1.00	90,344.22	90,344.22	-	-	
29	LS	1	\$ 71,859.42	\$ 71,859.42	2	1.00	\$ (64,859.42)			1.00	0.00	1.00	7,000.00	7,000.00	-	-	
30	LS	1	\$ 75,377.46	\$ 75,377.46						1.00	0.00	1.00	75,377.46	75,377.46	-	-	
31	LS	1	\$ 39,691.05	\$ 39,691.05						1.00	0.00	1.00	39,691.05	39,691.05	-	-	
32	LS	1	\$ 26,819.51	\$ 26,819.51						1.00	0.00	1.00	26,819.51	26,819.51	-	-	
33	LS	1	\$ 55,867.24	\$ 55,867.24						1.00	0.00	1.00	55,867.24	55,867.24	-	-	
34	LS	1	\$ 13,220.53	\$ 13,220.53						1.00	0.00	1.00	13,220.53	13,220.53	-	-	
35	LS	1	\$ 72,548.18	\$ 72,548.18	2	1.00	\$ (65,548.18)			1.00	0.00	1.00	7,000.00	7,000.00	-	-	
36	EA	5	\$ 345,567.04	\$ 345,567.04						1.00	0.00	1.00	345,567.04	345,567.04	-	-	
37	EA	13	\$ 7,573.32	\$ 37,866.60						5.00	0.00	5.00	37,866.60	37,866.60	-	-	
38	EA	13	\$ 350.00	\$ 4,550.00						13.00	0.00	13.00	4,550.00	4,550.00	-	-	
39	LF	0	\$ -	\$ -	2	784.00	\$ 41.20	\$ 32,300.80		784.00	0.00	784.00	32,300.80	32,300.80	-	-	
40	EA	0	\$ -	\$ -	2	1.00	\$ 4,559.00	\$ 4,559.00		1.00	0.00	1.00	4,559.00	4,559.00	-	-	
41	EA	0	\$ -	\$ -	2	2.00	\$ 570.00	\$ 1,140.00		2.00	0.00	2.00	1,140.00	1,140.00	-	-	
44	LS	0	\$ -	\$ -	6	1.00	\$ 3,620.94	\$ 3,620.94		0.00	1.00	1.00	3,620.94	3,620.94	-	-	
MATERIALS ON HAND																	
GATEWELL NO. 300 ABANDON/PLUG AS SHOWN ON PLANS																	
GATEWELL NO. 301 ABANDON/PLUG AS SHOWN ON PLANS																	
GATEWELL NO. 302 ABANDON/PLUG AS SHOWN ON PLANS																	
GATEWELL NO. 303 ABANDON/PLUG AS SHOWN ON PLANS																	
GATEWELL NO. 304 AS SHOWN ON PLANS																	
GATEWELL NO. 305 AS SHOWN ON PLANS																	
GATEWELL NO. 306 AS SHOWN ON PLANS																	
GATEWELL NO. 307 AS SHOWN ON PLANS																	
GATEWELL NO. 308 AS SHOWN ON PLANS																	
GATEWELL NO. 309 AS SHOWN ON PLANS																	
GATEWELL NO. 310 AS SHOWN ON PLANS																	
GATEWELL NO. 311 AS SHOWN ON PLANS																	
GATEWELL NO. 312 AS SHOWN ON PLANS																	
GATEWELL NO. 313 AS SHOWN ON PLANS																	
GATEWELL NO. 314 AS SHOWN ON PLANS																	
LEVEE GATES																	
REMOVE/REPLACE SIGNS																	
24 IN RCP CLASS III																	
6 FT CONCRETE MANHOLE																	
14 IN HEADWALL																	
15" GATE VALVE																	
MATERIALS ON HAND																	
TOTAL CONTRACT AMOUNT: \$ 7,593,164.28																	
NET CHANGES BY CHANGE ORDER(S) \$ (160,854.84)																	
TOTAL CONTRACT AMOUNT TO DATE \$ 7,432,309.44																	
Estimated % Project Completion to Date: 99.17%																	
LESS RETAINAGE @ 10% \$ 737,067.20																	
PENDING RELEASED RETAINAGE PR #13 \$ 362.09																	
LESS Previous Requests for Payments \$ 367,471.53																	
TOTAL AMOUNT DUE THIS REQUEST \$ 3,258.85																	
TOTAL CONTRACT BALANCE TO COMPLETE \$ 61,637.52																	
TOTAL CURRENT CONTRACT EARNED \$ 3,620.94																	

HIDALGO COUNTY
SEP 09 2009
DRAINAGE DISTRICT #1

HIDALGO County Drainage District No. 1
LEVEE IMPROVEMENTS PROJECT
DHS SEGMENT 0-5 (1.76 MILES)

CHANGE ORDER NO. 16

Date: June 16, 2009

Contractor: Ballenger Construction Co.
24200 North FM 509
Harlingen, Texas 78550

Owner: Hidalgo County Drainage District No. 1
902 N. Doolittle Road
Edinburg, Texas 78541

Reference: LEVEE IMPROVEMENTS PROJECT
DHS SEGMENT 0-5 (1.76 MILES)

Contract No. 08-008-07-01
Dannenbaum No. 4410-01

Description:

Existing Gatewell Structure No. 258 is to be raised by 2.66 feet to match elevation of top of adjacent levee.

Contract Amount:

Original Contract Price:	\$	21,383,679.67
Previous Change Order(s):	\$	(2,120,393.69)
Contract price prior to this change order:	\$	19,263,285.98
Net increase (decrease) from this change order:	\$	11,649.55
Contract price with all change orders to date (including this change order):	\$	19,274,935.53

Contract Time:

Authorized contract time change:

This Change Order	0	days
Previous Total	0	days
Total to Date	0	days

APPROVALS:

ENGINEER:

Dannenbaum Engineering Company - McAllen, LLC


Richard D. Seitz, P.E. Date 8/21/09
Resident Project Representative

OWNER:

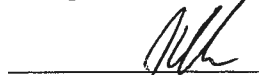
Hidalgo Co. Drainage Dist. No. 1

JD Salinas Date
Chairman of the Board

ACCEPTED:

CONTRACTOR:

Ballenger Construction Co.


Joe C. Ballenger, Jr. Date 8/19/09
President

HIDALGO COUNTY

AUG 27 2009

DRAINAGE DISTRICT #1

HIDALGO County Drainage District No. 1
 LEVEE IMPROVEMENTS PROJECT
 DHS SEGMENT 0-5 (1.76 MILES)

CHANGE ORDER NO. 16

ATTACHMENT B

ENGINEER'S PRELIMINARY OPINION OF COST

Date: June 16, 2009

Contract No.
 Dannenbaum No.

08-008-07-01
 4410-01

Contractor: Ballenger Construction Co.
 24200 North FM 509
 Harlingen, Texas 78550

Description:

Existing Gatewell Structure No. 258 is to be raised by 2.88 feet to match elevation of top of adjacent levee.

COST SUMMARY

BID ITEM NO.	UNITS	PREVIOUS QNTYS		REVISED QNTYS		VARIANCE AMOUNT
		QNTYS	UNIT PRICE	QNTYS	UNIT PRICE	
33	LS	0.00	\$ -	1.00	\$ 11,849.55	\$ 11,849.55
GRAND TOTAL						\$ 11,849.55

HIDALGO COUNTY
 AUG 27 2009
 DRAINAGE DISTRICT #1

LEVEE IMPROVEMENTS PROJECT
 DHS SEGMENT 0-5 (1.76 MILES)
 BACK UP CALCULATIONS

ENGINEER'S FINAL OPINION OF COST

Labor Cost									
Name	Unit	Qty.	Raw Labor Rate	Total Cost	Labor Mult X 1.16	Cost X 0.55 Burden	Cost X 0.25 Profit	Cost + Profit + Burden Total	
Foreman	Hours	15	\$16.00	\$240.00	278.40	\$153.12	\$69.60	\$501.12	
Front End Loader Operator	Hours	15	\$8.61	\$129.15	149.81	\$82.40	\$37.45	\$269.67	
Labor Skilled	Hours	15	\$9.35	\$140.25	162.69	\$89.48	\$40.67	\$292.84	
Labor Common	Hours	20	\$7.69	\$153.80	178.41	\$98.12	\$44.60	\$321.13	
							Total Labor Cost	\$ 1,384.76	
Materials									
Description	Unit	Qty.	Unit Cost	Total Cost			Cost X 0.25 Profit	Cost + Profit Total Cost	
Concrete	CY	1	\$120.00	\$120.00			\$30.00	\$150.00	
Rip Rap	CY	5	\$150.00	\$750.00			\$187.50	\$937.50	
Rebar	LBS	100	\$0.89	\$89.00			\$22.25	\$111.25	
Hatch Cover	EA	1	\$4,500.00	\$4,500.00			\$1,125.00	\$5,625.00	
Stem Extension	LS	1	\$1,100.00	\$1,100.00			\$275.00	\$1,375.00	
Steps	EA	4	\$50.00	\$200.00			\$50.00	\$250.00	
Waterstop	LF	16	\$10.00	\$160.00			\$40.00	\$200.00	
							Total Material Cost	\$ 8,648.75	
Equipment									
Description	Unit	Qty.	Rate	Total Cost			Cost X 0.15 Profit	Cost + Profit Total Cost	
Jack Hammer	Hours	8	\$40.00	\$320.00			\$48.00	\$368.00	
Front End Loader	Hours	15	\$47.35	\$710.25			\$106.54	\$816.79	
Crew Truck	Hours	15	\$25.00	\$375.00			\$56.25	\$431.25	
							Total Equipment Cost	\$ 1,616.04	
							Grand Total	\$11,649.55	

**Revised estimate based on Contractor's labor rates and multipliers

HIDALGO COUNTY
 AUG 27 2009
 DRAINAGE DISTRICT #1

Run Date 6/08/09

HD SUPPLY WATERWORKS, LTD.

BALLENGER CONSTRUCTION COMPANY
STOCK-BROWNSVILLE
24200 N FM 509
HARLINGEN TX 78550
Telephone: 956-421-9500
Fax: 956-412-4001

HDSWW - MCALLEN TX
P. O. BOX 2227
McAllen TX 78502
Telephone; 956-631-3341
Fax: 956-687-5918

Attention: ROBERTO

5/11/09 Bid ID: 2096269 BALLENGER - LEVEE HATCH & COVER

Page 1

Line	Quantity	Sell Per	Description	Net Price	Extended Price
20	1	EA	HATCH & COVER W/36"X36 INSIDE OPENING	5758.76	
40	1	EA	7' 3"X1 1/4 DIA. STEM EXT.	475.10	
50	4	EA	PS1 MH STEPS PLAS CAST IN	1423.00	

Subtotal: 5,758.76

Tax: 475.10

Bid Total: 6,233.86

HIDALGO COUNTY
AUG 27 2009
DRAINAGE DISTRICT #1

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
LEVEE IMPROVEMENTS PROJECT

CHANGE ORDER NO. 16

ATTACHMENT B

Date: August 27, 2009

Contractor: BALLENGER CONSTRUCTION
CO.
24200 North FM 509
Harlingen, Texas 78550

Owner: Hidalgo County Drainage District No. 1
902 N. Doolittle Road
Edinburg, Texas 78541

Reference: LEVEE IMPROVEMENTS
PROJECT
DHS SEGMENT 0-5 (1.76 MI)

Contract No. 08-008-07-01

Dannenbaum No. 4410-01

ENGINEER'S EXPLANATION

DESCRIPTION OF CHANGE

Existing Gatewell Structure No. 258 is to be raised by 2.66 feet to match elevation of top of adjacent levee.

JUSTIFICATION FOR CHANGE

USIBWC has requested this structure be raised to the level of top of levee finished grade for better accessibility to Gatewell Structure No. 258.

ENGINEER'S JUSTIFICATION OF COST

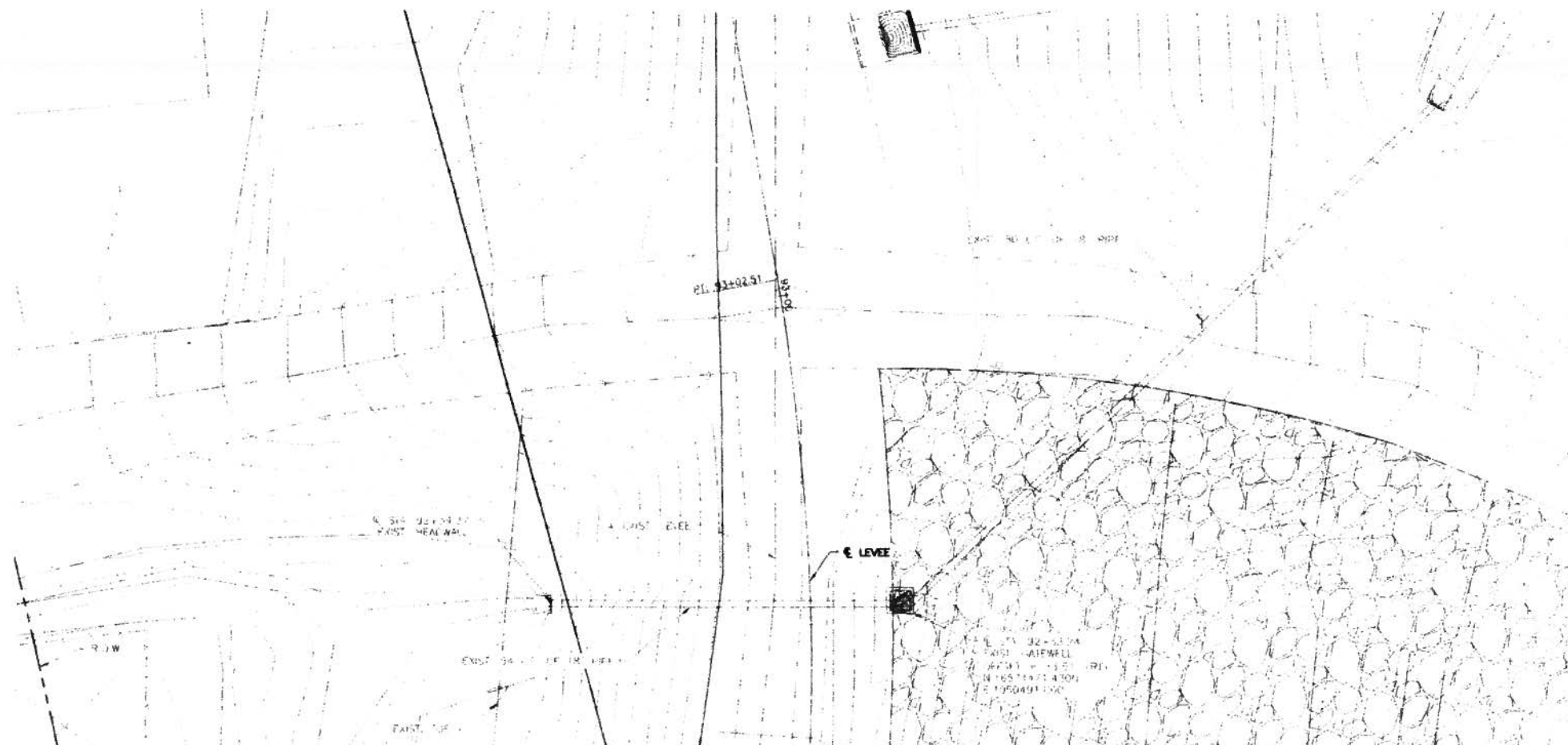
Original "Engineer's Opinion of Cost" was estimated to be \$7,268.30. The Contractor's proposal was for \$13,543.09. An evaluation of the Contractor backup revealed that the Engineer had not considered the gatewell hatch in their estimate. After including an estimated cost for the gatewell hatch the Engineer revised his "Engineer's Opinion of Cost" cost to \$11,649.55. The Contractor accepted the Engineer's revised "Engineer's Opinion of Cost."

Engineer recommends processing of this Change Order for \$11,649.55 for a savings of \$1,893.54.

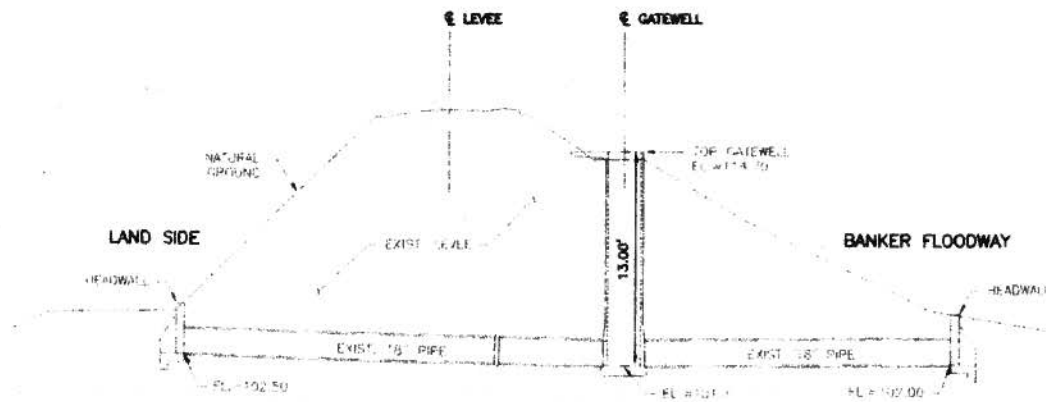
HIDALGO COUNTY

AUG 27 2009

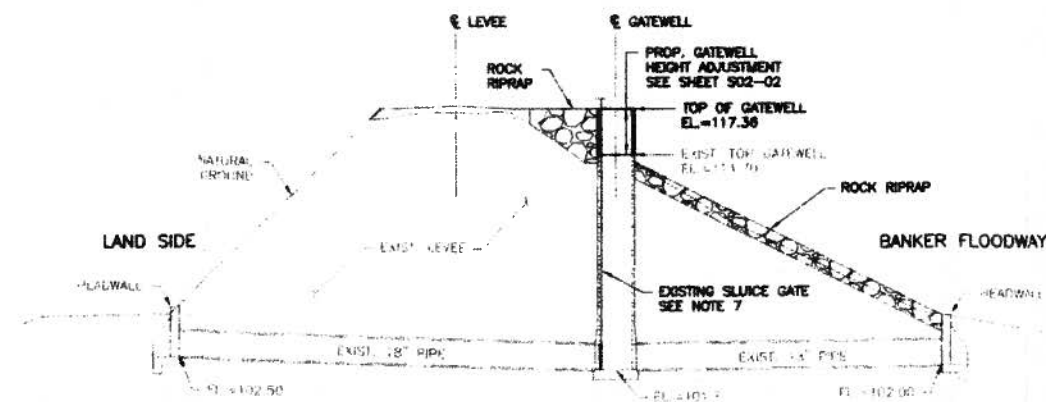
DRAINAGE DISTRICT #1



PLAN
RAISED STRUCTURE
SCALE: 1"=10' (0)



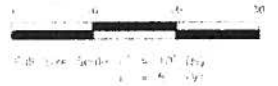
ELEVATION
SCALE: 1"=10' (0)
1"=5' (0)



ELEVATION
SCALE: 1"=10' (0)
1"=5' (0)

- NOTES:**
- SEE "S01" SERIES SHEETS FOR RETAINING WALL DETAILS.
 - SEE "C05" SERIES SHEETS FOR RETAINING WALL UNDERDRAIN SYSTEM DETAILS.
 - SEE "C01" SERIES SHEETS FOR PROPOSED TYPICAL SECTIONS.
 - SEE "C04" SERIES SHEETS FOR 20" CONC. RIPRAP SCOUR PROTECTION.
 - WATER STRIKE SHOWN ON PROFILE WAS DEVELOPED BY CONNECTING WATERSTRIKE ELEVATIONS SHOWN IN GEOTECHNICAL REPORT FOR THIS PROJECT AND IS PROVIDED FOR CONTRACTOR INFORMATION ONLY.
 - SHEAR KEY HEIGHT SHOWN ON PLAN AND PROFILE SHEETS IS NOT SHOWN TO ACTUAL DIMENSIONS. REFER TO RETAINING WALL DETAIL SHEETS FOR ACTUAL HEIGHT OF SHEAR KEY.
 - CONTRACTOR TO REMOVE AND REPLACE ALL EXISTING GATEWELL APPURTENANCES INCLUDING BUT NOT LIMITED TO SLUICE GATE, HATCH COVER, STEM AND WHEEL STEM IS TO BE EXTENDED AS SHOWN ON PLANS.

- LEGEND**
- PROPOSED SEDIMENT CONTROL FENCE
 - SOIL BORE LOCATION
 - EXISTING CONTOURS
 - EXISTING MAINTENANCE ROAD
 - MAINTENANCE ROAD



Rev. No.	Description	Rev. By	Date
1	ISSUED FOR CONSTRUCTION	R.S.	05/22/07



DANNENBAUM
ENGINEERING COMPANY-McALLEN, LLC
1109 Nolana Loop, Suite 208 McAllen, TX 78504 (956) 682-3877

NORTH BANKER FLOODWAY LEVEE
IMPROVEMENT PROJECT
DHS PF 225-0-5

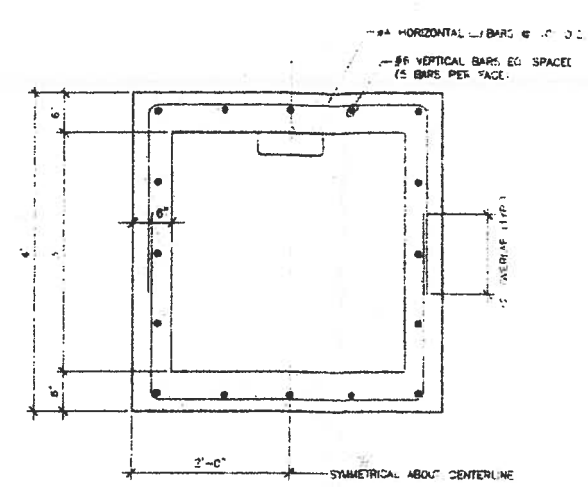
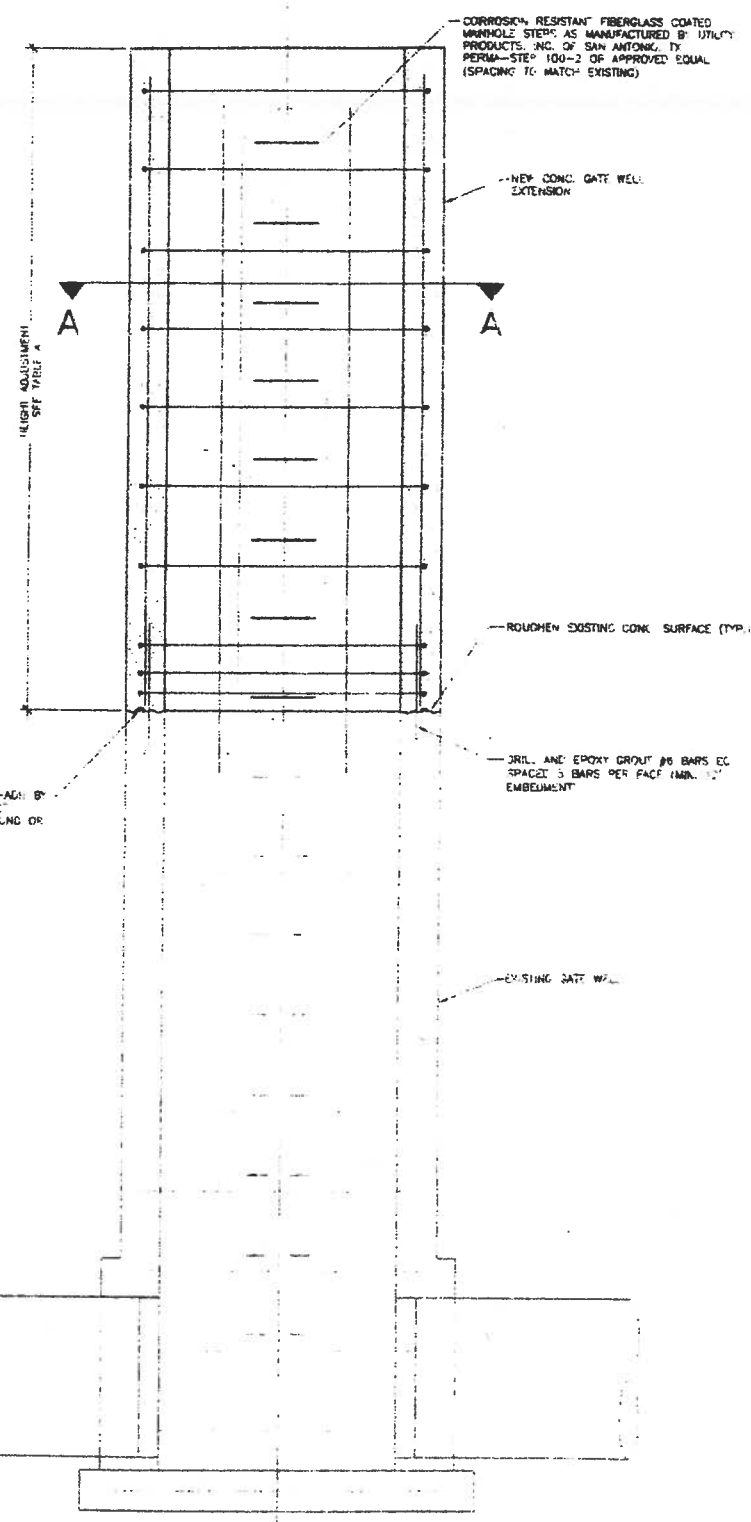
STA. 92+53.52
RAISED EXISTING
STRUCTURE No. 258



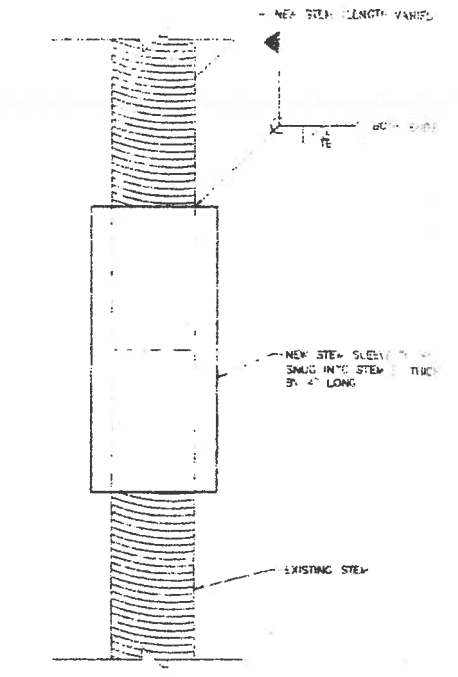
Carole Dannenbaum
Professional Engineer
No. 52207

SHEET (1 OF 1)

Project No.	4410-01
Designed by	J.A.
Drawn by	H.R.V.
Checked by	R.S.
Sheet No.	C04-05



2 SECTION A-A
SCALE: N.T.S.



4 STEM EXTENSION DETAIL
SCALE: N.T.S.

TABLE A

STRUCT. NO.	TOP OF STRUCTURE ELEV. EXISTING	NEW	HEIGHT ADJUSTMENT
25c	114.70	117.36	2'-6"

3 TABLE A
SCALE: N.T.S.

1 EXIST. GATE WELL TO BE ADJUSTED
SCALE: N.T.S.

SCALE: N.T.S.

Proj. No.	2004-001
Rev.	1
Date	08/11/04
Drawn by	H.G.
Checked by	H.G., J.J.
Scale	N.T.S.



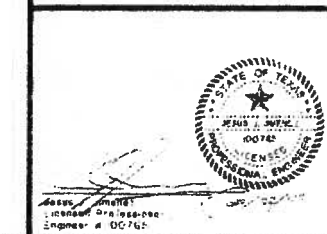
DANNENBAUM
ENGINEERING COMPANY-McALLEN, LLC
1109 Nolann Loop, Suite 208 McAllen, TX 78504 (956) 682-3677

DL, INC.
DOS LOGISTICS, INC.
212 W. 3rd Street Weslaco, TX 78596 Phone: (956) 688-8800
Fax: (956) 447-8194
Registration No. 5-8225

NORTH BANKER FLOODWAY LEVEE
IMPROVEMENT PROJECT
DHS PF 225-0-5

STANDARD GATEWELL
EXTENSION DETAILS

SHEET (2 OF 2)



Project No.	4410-D1
Drawn by	H.G.
Drawn by	E.E. J.M., R.I.A., J.N.
Checked by	H.G., J.J.
Scale	N.T.S.
Sheet No.	S02-02

HIDALGO County Drainage District No. 1
LEVEE IMPROVEMENTS PROJECT
DHS SEGMENT 0-7 (0.90 MILES)

CHANGE ORDER NO. 17

Date: May 29, 2009

Contractor: SER Construction Partners, Ltd.
3636 Pasadena Blvd.
Pasadena, Texas 77503

Owner: Hidalgo County Drainage District No. 1
902 N. Doolittle Road
Edinburg, Texas 78541

Reference: LEVEE IMPROVEMENTS PROJECT
DHS SEGMENT 0-7 (0.90 MILES)

Contract No. 08-009-07-01
Dannenbaum No. 4410-02

Description:

Increased Retaining Wall Footing unit price due to increase in reinforcing steel.

Contract Amount:

Original Contract Price:	\$	11,980,892.00
Previous Change Order(s):	\$	(1,650,038.81)
Contract price prior to this change order:	\$	10,330,853.19
Net increase (decrease) from this change order:	\$	321,973.61
Contract price with all change orders to date (including this change order):	\$	<u>10,652,826.80</u>

Contract Time:


Authorized contract time change:

Previous Total	0	days
This Change Order	<u>0</u>	days
Total to Date	0	days

APPROVALS:

ENGINEER:

Dannenbaum Engineering Company - McAllen, LLC


Richard D. Seitz, P.E. Date 7/8/09
Resident Project Representative

OWNER:

Hidalgo Co. Drainage Dist. No. 1

JD Salinas Date
Chairman of the Board

ACCEPTED:

CONTRACTOR:

SER Construction Partners, Ltd.


Rosbel E. Ramos Date 7/2/09
President

HIDALGO COUNTY

JUL 09 2009

DRAINAGE DISTRICT #1

HIDALGO County Drainage District No. 1
 LEVEE IMPROVEMENTS PROJECT
 DHS SEGMENT 0-7 (0.90 MILES)

CHANGE ORDER NO. 17

ATTACHMENT B

ENGINEER'S PRELIMINARY OPINION OF COST

Date: May 29, 2009

Contractor: SER Construction Partners, Ltd.
3636 Pasadena Blvd.
Pasadena, Texas 77503

Contract No.
 Dannenbaum No.

08-009-07-01
4410-02

Description:

Increased Retaining Wall Footing unit price due to increase in reinforcing steel.

COST SUMMARY

BID ITEM NO.	UNITS	ORIGINAL QNTYS			REVISED QNTYS			VARIANCE AMOUNT
		QNTYS	UNIT PRICE	COST	QNTYS	UNIT PRICE	COST	
7	CY	6,923.88	\$ 682.328095	\$ 4,724,357.85	6,923.88	\$ 682.328095	\$ 4,724,357.85	
	LBS	0.00	\$ -	-	335,419.87	\$ 0.96	\$ 322,003.08	
							\$ 322,003.08	
					6,923.88	\$ 728.834256	\$ 5,046,360.93	
							\$ (29.47)	
					6,923.88	\$ 728.830000	\$ 5,046,331.46	\$ 321,973.61
GRAND TOTAL							\$	321,973.61

HIDALGO COUNTY

JUL 09 2009

DRAINAGE DISTRICT #1

REINFORCING STEEL QUANTITY BACKUP CALCULATIONS - C1 BARS

Station	Station	Length	Number of 32' - 4" Panels	Weight Per Panel (lbs)	Total Weight
108.00	1+08	1,800.00	52.3	2,957	154,747.51
1,800.00	18+00	3,045.00	38.5	1,976	76,104.27
3,045.00	30+45	3,077.33	1.0	2,957	2,956.85
3,077.33	30+77.33	3,474.00	12.3	1,976	24,247.61
3,474.00	34+74	3,607.00	4.1	1,976	8,130.01
3,607.00	36+07	3,639.33	1.0	2,957	2,956.85
3,639.33	36+39.33	3,714.00	2.3	1,976	4,564.42
3,714.00	37+14	4,555.00	26.0	1,976	51,408.58
4,555.00	45+55	4,582.33	0.8	2,957	2,499.56
4,582.33	45+82.33	4,710.00	3.9	1,976	7,804.20

Project Length: 4,602 Total Weight of C1 Bars: 335,419.87 lbs

Total Cost per Pound: \$ 0.96

Total Cost:	\$ 322,003.07
--------------------	----------------------

HIDALGO COUNTY
 JUN 09 2009
 DRAINAGE DISTRICT #1

HIDALGO COUNTY

JUL 09 2009

DRAINAGE DISTRICT #1

Station	Station	Panel Length	Panel Length	Bar Spacing	Number of Bars	Use	Spacing	C1 Bar Length	Weight	Weight per C1 Bar	Total Weight per
		(inches)	(inches)	(inches)				(feet)	per foot		32'-4" Panel
1+08	18+00	32' - 4"	388	8	48.50	49.00	7.92	17.75	3.4	60.35	2,957
18+00	30+45	32' - 4"	388	9	43.11	47.00	8.26	15.75	2.67	42.05	1,976
30+45	30+77.33	32' - 4"	388	8	48.50	49.00	7.92	17.75	3.4	60.35	2,957
30+77.33	34+74	32' - 4"	388	9	43.11	47.00	8.26	15.75	2.67	42.05	1,976
34+74	36+07	32' - 4"	388	9	43.11	47.00	8.26	15.75	2.67	42.05	1,976
36+07	36+39.33	32' - 4"	388	8	48.50	49.00	7.92	17.75	3.4	60.35	2,957
36+39.33	37+14	32' - 4"	388	9	43.11	47.00	8.26	15.75	2.67	42.05	1,976
37+14	45+55	32' - 4"	388	9	43.11	47.00	8.26	15.75	2.67	42.05	1,976
45+55	45+82.33	32' - 4"	388	8	48.50	49.00	7.92	17.75	3.4	60.35	2,957
45+82.33	47+10	32' - 4"	388	9	43.11	47.00	8.26	15.75	2.67	42.05	1,976

HIDALGO COUNTY 8 2009
 6002 108111 0
 FRANCIS JUN 2009
 DRAINAGE DISTRICT #1

DRAINAGE DISTRICT #1

JUL 09 2009

HIDALGO COUNTY

STATION	WALL HEIGHT "F"	"F"	PROPERTIES								REINFORCING STEEL FOR ONE 32'-4" PANEL																											
			WALL DIMENSIONS								MAX SOIL PRESS T/SF	A1 ~ 32 #5 12 1/2" C-C		A2 ~ 32 #6 12 1/2" C-C		A3 ~ 32 #7 12 1/2" C-C		A4 ~ 32 #8 12 1/2" C-C		A5 ~ 32 #9 12 1/2" C-C		A6 ~ 32 #11 12 1/2" C-C		A7 ~ 32 #11 12 1/2" C-C		B (#5)				C1				C2				
			FW	TW	SW	HW	FT	KW	KH	T/SF		LGTH	WT	LGTH	WT	LGTH	WT	LGTH	WT	LGTH	WT	LGTH	WT	LGTH	WT	SPAN	NO	LGTH	WT	SIZE	NO	SPA	LGTH	WT	SIZE	NO	SPA	LGTH
1+08 TO 18+00	24'-11"	22'-6"	22'-9"	5'-6"	2'-7"	14'-8"	2'-5"	1'-6"	2'-0"	1.32	10'-3"	343	11'-2"	537	12'-2"	796	21'-8"	1852	16'-2"	1764	9'-1"	1545	-	-	10'	39	26'-6"	1078	#9	49	8"	17'-9"	2958	#9	49	8"	22'-3"	3707
18+00 TO 30+45	18'-9"	17'-0"	18'-0"	2'-9"	1'-10"	13'-5"	1'-9"	1'-6"	2'-6"	1.33	10'-3"	343	11'-2"	537	14'-6"	949	12'-0"	1026	7'-3"	787	-	-	-	-	12'	33	20'-10"	718	#8	47	9"	15'-9"	1977	#8	47	9"	17'-6"	2197
30+45 TO 30+77.33	24'-11"	22'-6"	22'-9"	5'-6"	2'-7"	14'-8"	2'-5"	1'-6"	2'-0"	1.32	10'-3"	343	11'-2"	537	12'-2"	796	21'-8"	1852	16'-2"	1764	9'-1"	1545	-	-	10'	39	26'-6"	1078	#9	49	8"	17'-9"	2958	#9	49	8"	22'-3"	3707
30+77.33 TO 34+74	18'-9"	17'-0"	18'-0"	2'-9"	1'-10"	13'-5"	1'-9"	1'-6"	2'-6"	1.33	10'-3"	343	11'-2"	537	14'-6"	949	12'-0"	1026	7'-3"	787	-	-	-	-	12'	33	20'-10"	718	#8	47	9"	15'-9"	1977	#8	47	9"	17'-6"	2197
37+14 TO 45+55	18'-9"	17'-0"	18'-0"	2'-9"	1'-10"	13'-5"	1'-9"	1'-6"	2'-6"	1.33	10'-3"	343	11'-2"	537	14'-6"	949	12'-0"	1026	7'-3"	787	-	-	-	-	12'	33	20'-10"	718	#8	47	9"	15'-9"	1977	#8	47	9"	17'-6"	2197
45+55 TO 45+82.33	24'-11"	22'-6"	22'-9"	5'-6"	2'-7"	14'-8"	2'-5"	1'-6"	2'-0"	1.32	10'-3"	343	11'-2"	537	12'-2"	796	21'-8"	1852	16'-2"	1764	9'-1"	1545	-	-	10'	39	26'-6"	1078	#9	49	8"	17'-9"	2958	#9	49	8"	22'-3"	3707

STATION	WALL HEIGHT "F"	"F"	PROPERTIES								REINFORCING STEEL FOR ONE 32'-4" PANEL																	
			WALL DIMENSIONS								MAX SOIL PRESS T/SF	D1 (#5)			D2 (#5)			DOWEL F AT 12" C-C		H (#5)		T (#5)		U1 ~ 32 #5 AT 12 1/2" C-C		U2 ~ 49 #4 AT 8" C-C		
			FW	TW	SW	HW	FT	KW	KH	T/SF		SPA	NO	WT	SPA	NO	WT	NO	WT	SPA	NO	WT	SPA	NO	WT	LGTH	WT	LGTH
1+08 TO 18+00	24'-11"	22'-6"	22'-9"	5'-6"	2'-7"	14'-8"	2'-5"	1'-6"	2'-0"	1.32	10"	56	1860	12"	6	200	24	193	10"	28	930	10"	28	930	10'-11"	365	9'-0"	295
18+00 TO 30+45	18'-9"	17'-0"	18'-0"	2'-9"	1'-10"	13'-5"	1'-9"	1'-6"	2'-6"	1.33	12"	36	1196	12"	6	200	19	153	12"	19	631	12"	19	631	10'-11"	365	8'-8"	284
30+45 TO 30+77.33	24'-11"	22'-6"	22'-9"	5'-6"	2'-7"	14'-8"	2'-5"	1'-6"	2'-0"	1.32	10"	56	1860	12"	6	200	24	193	10"	28	930	10"	28	930	10'-11"	365	9'-0"	295
30+77.33 TO 34+74	18'-9"	17'-0"	18'-0"	2'-9"	1'-10"	13'-5"	1'-9"	1'-6"	2'-6"	1.33	12"	36	1196	12"	6	200	19	153	12"	19	631	12"	19	631	10'-11"	365	8'-8"	284
37+14 TO 45+55	18'-9"	17'-0"	18'-0"	2'-9"	1'-10"	13'-5"	1'-9"	1'-6"	2'-6"	1.33	12"	36	1196	12"	6	200	19	153	12"	19	631	12"	19	631	10'-11"	365	8'-8"	284
45+55 TO 45+82.33	24'-11"	22'-6"	22'-9"	5'-6"	2'-7"	14'-8"	2'-5"	1'-6"	2'-0"	1.32	10"	56	1860	12"	6	200	24	193	10"	28	930	10"	28	930	10'-11"	365	9'-0"	295

COEFFICIENTS OF HORIZONTAL EARTH PRESSURE		
STATION	Kp	Ka
1+08 TO 18+00	2.56	0.33
18+00 TO 30+45	2.56	0.38
30+45 TO 30+77.33	2.56	0.33
30+77.33 TO 34+74	2.56	0.38
37+14 TO 45+55	2.56	0.38
45+55 TO 45+82.33	2.56	0.33

Rev. No.	Description	Chk. By:	Date
B	ISSUED FOR CONSTRUCTION	M.S.M	07-31-08



DANNENBAUM
ENGINEERING COMPANY-McALLEN, LLC
 1109 Nolana Loop, Suite 208 McAllen, TX 78504 (956) 682-3877

USIBWC FLOODWAY LEVEE
 LEVEE IMPROVEMENT PROJECT
 DHS SECTION O-7

RETAINING WALL DETAILS
 (TYPE 2)
 SHEET (2 OF 2)

<p>Michel S. Makhoud, P.E. Date: 8-1-08</p>	Project No.:	4410-02
	Designed By:	C.T.
	Drawn By:	S.W.
	Checked By:	W.P.C.
	Sheet No.:	S01-01C

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 Plotted by: Michel S. Makhoud, P.E. on 07/31/08 at 11:50am.

HIDALGO County Drainage District No. 1
LEVEE IMPROVEMENTS PROJECT
DHS SEGMENT 0-9 PHASE II (1.67 MILES)

CHANGE ORDER NO. 18

Date: April 24, 2009

Contractor: McAllen Construction
4700 N Ware Rd
McAllen, Texas 78504

Owner: Hidalgo County Drainage District No. 1
902 N. Doolittle Road
Edinburg, Texas 78541

Reference: LEVEE IMPROVEMENTS PROJECT
DHS SEGMENT 0-9 PHASE II (1.67 MILES)

Contract No. 08-018-09-02
Dannenbaum No. 4410-04

Description:
Increased Temporary Erosion Control (Filter Fabric Fence) quantity.

Contract Amount:

Original Contract Price:	\$	13,425,119.85
Previous Change Order(s):	\$	93,318.79
Contract price prior to this change order:	\$	13,518,438.64
Net increase (decrease) from this change order:	\$	11,115.00
Contract price with all change orders to date (including this change order):	\$	<u>13,529,553.64</u>

Contract Time:

Authorized contract time change:		
Previous Total	0	days
This Change Order	<u>0</u>	days
Total to Date	0	days

APPROVALS:

ENGINEER:
Dannenbaum Engineering Company - McAllen, LLC



Richard D. Seitz, P.E. Date 4/28/09
Resident Project Representative

OWNER:
Hidalgo Co. Drainage Dist. No. 1

JD Salinas Date
Chairman of the Board

ACCEPTED:

CONTRACTOR:
McAllen Construction


James Eckroat Date 4-28-09
Vice President

HIDALGO COUNTY

MAY 07 2009

DRAINAGE DISTRICT #1



