AI-18421 **4.**

Weirs North & South Main Drain

DRAINAGE DISTRICT

Date: 11/10/2009
Submitted By: Jaime Salazar, DRAINAGE DISTRICT
Submitted For: Jaime Salazar
Department: DRAINAGE DISTRICT

Information

CAPTION

Request approval to advertise for the construction of rehabilitation improvements of various Weirs along the North Main Drain and South Main Drain.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/05/2009 10:14 AM	APRV
2	Perla Lopez	Perla Lopez	11/05/2009 10:23 AM	APRV
3	Final Approval		11/06/2009 03:41 PM	NEW

Form Started By: Jaime Salazar — Started On: 11/05/2009 09:46 AM

Final Approval Date: 11/06/2009

AI-18428 **5.**

DHS 0-5 Tentative Comp. Final Cert.

DRAINAGE DISTRICT

Date: 11/10/2009

Submitted By: Minerva Luna, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

A. Request approval of Tentative Certificate of Final Completion of Main Floodway Levee DHS Segment 0-5 (1.76 miles).

B. Request approval of Change Order No. 8A on the Contract with Ballenger Construction Company for the Construction of Common Levee Anzaldua Dike Improvement Project.

BACKGROUND

Fiscal Impact

Attachments

Link: DHS 0-5 Tent. Final Comp Cert.

Link: Common Levee CO#8A

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/05/2009 04:24 PM	APRV
2	Perla Lopez	Perla Lopez	11/06/2009 09:49 AM	APRV
3	Final Approval		11/06/2009 03:41 PM	NEW

Form Started By: Minerva Luna Started On: 11/05/2009 01:56 PM

Final Approval Date: 11/06/2009

CERTIFICATE OF TENTATIVE FINAL COMPLETION
FOR
HIDALGO COUNTY LEVEE IMPROVEMENTS PROJECT
DHS SEGMENT O-5
CONTRACT NO. 08-008-07-01

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

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

Contractor Written Notification to Owner and Engineer of Tentative Final Completion of Project: **May 15, 2009**

Owner, Contractor, and Engineer Inspection of Work: **May 29, 2009**

Tentative Certificate of Final Completion Effective Date of Issuance: **May 15, 2009**

CONTRACT MANAGER:
Hidalgo County Drainage District No. 1

ENGINEER:
Dannenbaum Engineering Company–McAllen, LLC

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

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.

HIDALGO COUNTY
JUL 0 2 2009
DRAINAGE DISTRICT #1

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

Location: DHS SEGMENT O-5

Date/Time: May 29, 2009 / 9:00 a.m.

Attendees:				
	Gerardo Guerra	USBP	Luther Sargent	USIBWC
	Francisco Parra	SBI-TI	Richard Seitz	DEC
	Rudy Alvarado	BCCo		

Prepared by: Steve McGarraugh **Issued:** 5 June 2009

Notice: **This report represent observations made by the attendees of the items discussed below. The observations reported herein were conducted on the date and during the period listed above. Unless notified to the contrary within seven (7) days from the date of issue, the contents of this report are assumed to be accurate and will stand for the record as written.**

Items Discussed:

1. Concrete Retaining Wall, Erosion Protection and Rip Rap
   1.1. Bolt missing from flap gate at east end of project.
   1.2. Flap gates missing: No. 2, 3, 4, 5, 6, 7, and 10.
   1.3. Missing section of erosion protection.

2. Backfill, Embankment and Roadways
   1.1 Earthen shoulder east of bridge not to grade, several locations.
   1.2 Dirt ridge at edge of construction on south side of wall.
   1.3 Repair foreslope at corner of sheetpiling adjacent to telephone pole.

3. Site Clean-up
   3.1. Concrete debris at base of wall.
   3.2. Concrete debris on earthen shoulder at base of wall adjacent to concrete erosion protection.
   3.3. Caliche debris east and west of bridge.
   3.4. Remove dirt from rock rip rap.
   3.5. Remove pile of dirt below bridge.
   3.6. Remove wire debris at floodway.
   3.7. Clear brush from land side of drainage ditch.

HIDALGO COUNTY
JUL 0 2 2009
DRAINAGE DISTRICT #1

4. Vegetation
   4.1. No topsoil or hydro-mulch on earthen shoulder.

5. Environmental
   1.1. Silt fence at rock rip rap needs repair.
   1.2. Repair silt fence on land side.

HIDALGO COUNTY
JUL 0 2 2009
DRAINAGE DISTRICT #1

BALLENGER CONSTRUCTION COMPANY

An Equal Opportunity Employer

May 13, 2009

Mr. Steve McGaraugh
DANNENBAUM ENGINEERING
1109 Nolana Loop, Suite 208
McAllen, Texas 78501

Re: Hidalgo County Levee Improvements Project
DHS Segment 0-5

Dear Mr. McGauraugh:

Ballenger Construction Company is requesting a Certificate of Final Completion for the above-referenced project with the following exceptions:

1. No backfill behind the wall around STA. 28+00 due to the crack in the wall (waiting on approval from Dannenbaum to proceed with BCCO proposed remedy for crack in the wall)
2. No concrete rip-rap in front of wall at STA. 28+00 (waiting on approval from Dannenbaum to proceed with BCCO proposed remedy for crack in the wall)

Please contact Robert Acuna at (956) 535-2294 should you have any questions.

Sincerely,

Elaine P. Castillo

Elaine P. Castillo for Robert Acuna
Project Controls Manager

HIDALGO COUNTY

JUL 0 2 2009

DRAINAGE DISTRICT #1

24200 N. FM 509 • Harlingen, TX 78550 • Phone: (956) 421-9500 • Fax: (956) 412-4001

Steve McGarraugh

From: Elaine Castillo [ecastillo@bal-con.com]
Sent: Friday, May 15, 2009 4:10 PM
To: Steve McGarraugh; rudya@bal-con.com; racuna@bal-com.com
Subject: DHS Segment 0-5
Attachments: MX-M550N_20090516_051853.pdf

Mr. McGaraugh:

Please see attached letter.

Thank you,
Elaine P. Castillo
BALLENGER CONSTRUCTION COMPANY

HIDALGO COUNTY

JUL 0 2 2009

DRAINAGE DISTRICT #1

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

CHANGE ORDER NO. 8A

Date: October 12, 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:
Install remaining 18" thick Stone Rip Rap for erosion protection not yet installed.

Contract Amount:

Original Contract Price:		**$ 7,593,164.28**
Previous Change Order(s):		$ (115,783.92)
Contract price prior to this change order:		$ 7,477,380.36
Net increase (decrease) from this change order:		$ 154,254.91
Contract price with all change orders to date (including this change order):		**$ 7,631,635.27**

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 10/30/09
Richard D. Seitz, P.E.
Resident Project Representative

OWNER:
Hidalgo Co. Drainage Dist. No. 1

JD Salinas Date
Chairman of the Board

ACCEPTED:

CONTRACTOR:
Ballenger Construction Company

11/2/09
Joe C. Ballenger Jr. Date
President

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

CHANGE ORDER NO. 8A

ATTACHMENT A

TABULATION OF QUANTITY AND COST

Date: October 12, 2009

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

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

Description:

Install remaining 18" thick Stone Rip Rap for erosion protection not yet installed.

COST SUMMARY

BID ITEM NO.		UNITS	ORIGINAL QNTYS			REVISED QNTYS			VARIANCE AMOUNT
			QNTYS	UNIT PRICE	COST	QNTYS	UNIT PRICE	COST	
45	RIPRAP STONE TYPE-R DRY (18 IN THICK)	CY	1,212.00	$ 85.37	$ 103,488.44	3,005.00			
46	REMOBILIZATION OF EQUIPMENT	LS	0.00	$ -	$ -	1.00			
						GRAND TOTAL			$ -

HIDALGO COUNTY
OCT 13 2009
DRAINAGE DISTRICT #1

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

CHANGE ORDER NO. 8A

ATTACHMENT B

ENGINEER'S PRELIMINARY OPINION OF COST

Date: October 12, 2009

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

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

Description:

Install remaining 18" thick Stone Rip Rap for erosion protection not yet installed.

COST SUMMARY

BID ITEM NO.		UNITS	ORIGINAL QNTYS			REVISED QNTYS			VARIANCE AMOUNT
			QNTYS	UNIT PRICE	COST	QNTYS	UNIT PRICE	COST	
45	RIPRAP STONE TYPE-R DRY (18 IN THICK)	CY	1,212.00	$ 85.37	$ 103,468.44	3,005.00	$ 85.37	$ 256,536.85	$ 153,068.41
46	REMOBILIZATION OF EQUIPMENT	LS	0.00	$ -	$ -	1.00	$ 1,186.50	$ 1,186.50	$ 1,186.50
						GRAND TOTAL			$ 154,254.91

BALLENGER CONSTRUCTION COMPANY

An Equal Opportunity Employer

October 9, 2009

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

Re: Common Levee (Change Order #8)

Dear Mr. Seitz:

Ballenger Construction Company would like to submit the remobilization cost in order to perform the scope of work for Change Order #8.

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

Sincerely,

Robert Acuna
Project Controls Manager
Ballenger Construction Company

HIDALGO COUNTY
OCT 13 2009
DRAINAGE DISTRICT #1

24200 N. FM 509 • Harlingen, TX 78550 • Phone: (956) 421-9500 • Fax: (956) 412-4001

Subcontractor

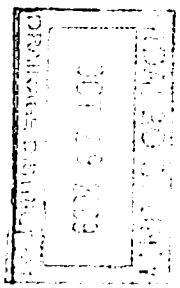
Subcontractor	Item of Work	Unit	Qty.	Unit Cost	Unit Cost X Qty. Cost	Cost X 0.05 Profit	Cost + Profit Total Cost
HoltCat	Mobilization of Equipment	LS	1	$1,130.00	$1,130.00	$56.50	$1,186.50

Subs	$1,186.50
Grand Total	$1,186.50
Qty (LS)	1
Cost / LS	$1,186.50

HIDALGO COUNTY

OCT 13 2009

DRAINAGE DISTRICT #1



Katie Machado

From: Robert Acuna
Sent: Friday, October 09, 2009 10:04 AM
To: Katie Machado
Subject: FW: 330DL Excavator Rental for Common Levee
Attachments: Remob for CO #8.xls; Letter For Remob on CO #8.doc

---

From: Andrew Burns [mailto:Andrew.Burns@holtcat.com]
Sent: Friday, October 09, 2009 9:44 AM
To: Robert Acuna
Cc: Manuel Maldonado
Subject: FW: 330DL Excavator Rental for Common Levee

Gentlemen,

Here it is.

Make: CAT Excavator
Model: 330DL
Bucket: 60"
Stick: 12'

freight to Common levee (granjeno) from Weslaco $ 565.00
freight from Common Levee (granjeno) to Weslaco $ 565.00

Thank you,

Andy Burns
Account Sales Representative
Office: (956) 968-2161
Fax: (956) 968-1887
Mobile: (956) 245-2328

This message may contain confidential and/or privileged information. If you are not the addressee or authorized to receive this for the addressee, you must not use, copy, disclose, or take any action based on this message or any information herein. If you have received this message in error, please advise the sender immediately by reply e-mail and delete this message. Thank you for your cooperation.

OCT 2? 1 3
DRAINAGE DISTRICT #1

HIDALGO COUNTY
OCT 1 3 2009
DRAINAGE DISTRICT #1

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
LEVEE IMPROVEMENTS PROJECT

CHANGE ORDER NO. 8A

ATTACHMENT B

Date: November 2, 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.** **Dannenbaum No.**	08-007-05-27 4287-04

ENGINEER'S EXPLANATION

DESCRIPTION OF CHANGE

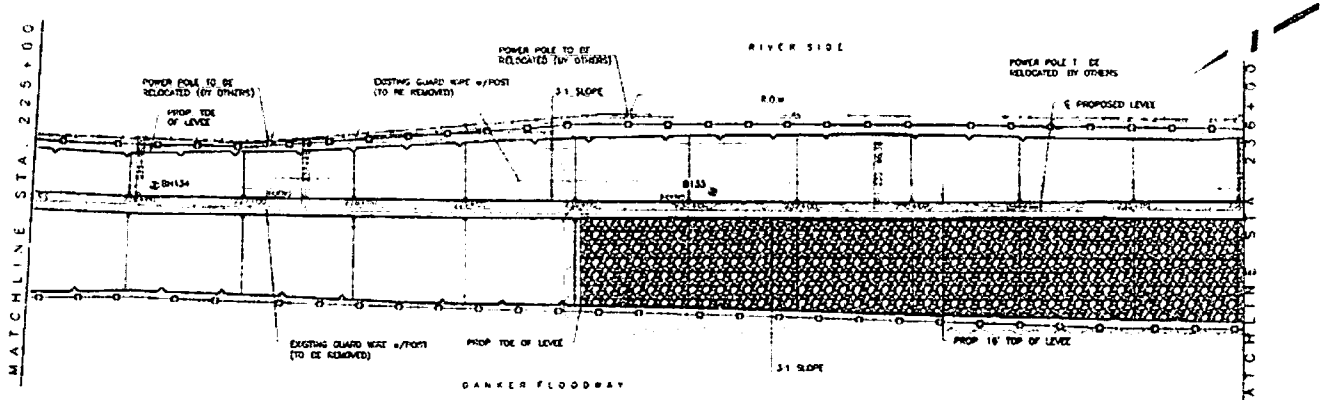
Install balance of 18" thick stone rip rap required for erosion protection.

JUSTIFICATION FOR CHANGE

Installation of additional 18" thick stone riprap erosion protection on North side of the South levee of the Banker floodway from Station 230+00 to Station 237+50. This riprap is being placed above the previously installed riprap in order to provide the required height of erosion protection.

ENGINEER'S JUSTIFICATION OF COST

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



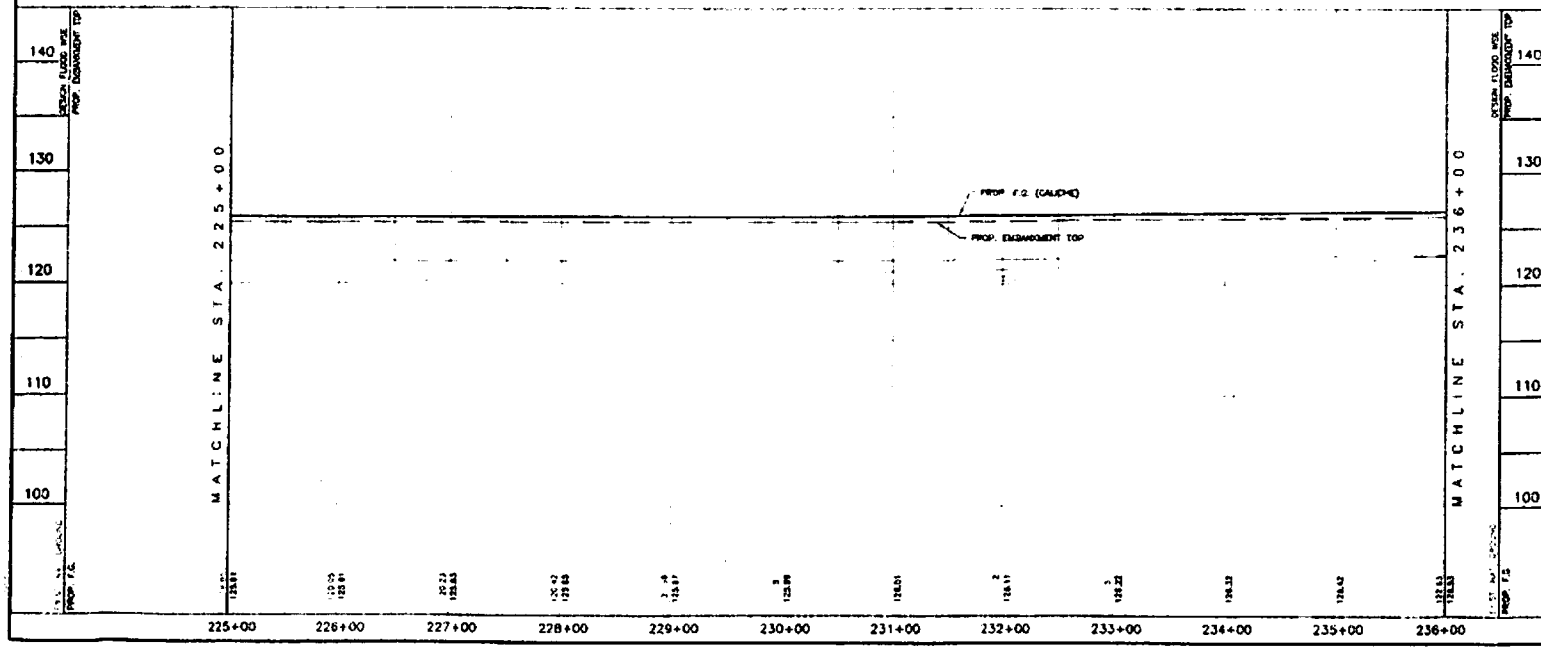
LEGEND

- PROPOSED METAL BEAM GUARDRAIL w/POST
- PROPOSED SEDIMENT CONTROL FENCE
- EXISTING GEOTECHNICAL BORE
- EXISTING OVERHEAD POWERLINE
- PROPOSED GATE
- EXISTING GUARDRAIL w/POST
- PROPOSED LEVEE ACCESS DRIVE EMBANKMENT
- PROPOSED PAVING LIMITS
- PROPOSED STONE RIP-RAP
- EXIST. STONE RIP RAP

NOTE

1. WHERE R.O.W. IS LESS THAN 15 FEET FROM TOE OF PROPOSED LEVEE, SEDIMENT CONTROL FENCE SHALL BE PLACED AT R.O.W. LIMITS
2. R.O.W. LEVEE SHOWN WHERE IT LIES WITHIN PLAN VIEW
3. WSE=WATER SURFACE ELEVATION
4. F.G. = FINISHED GRADE

COMMON LEVEE



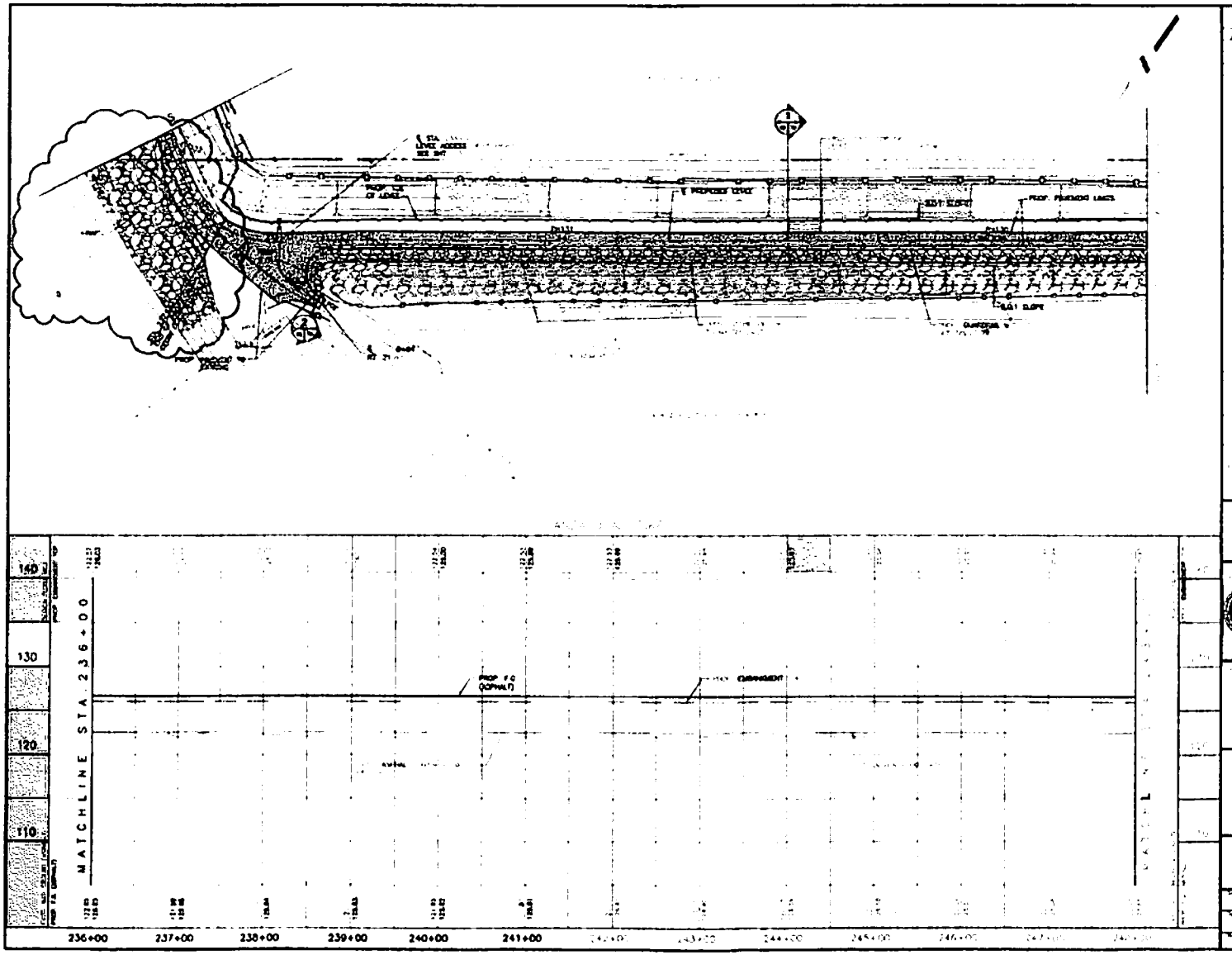
COMMON LEVEE/ ANZALDUAS DIKE IMPROVEMENTS PROJECT

HCDD#1

COMMON LEVEE IMPROVEMENTS
PLAN & PROFILE SHEET
STA. 225+00 236+00

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

Aug 02, 2019	HRA
DA	ACF
4797-04	28



STONE RIP-RAP

DCS LOGISTICS, INC.

DANNENBAUM
ENGINEERING COMPANY-McALLEN, LLC

AI-18435 **6.**

DHS 0-4A Tent. Fina. Comp. Cert.

DRAINAGE DISTRICT

Date: 11/10/2009

Submitted By: Minerva Luna, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Request approval of Tentative Certificate of Final Completion of Main Floodway Levee DHS Segment 0-4A (3.87 miles).

BACKGROUND

Fiscal Impact

Attachments

Link: DHS 0-4A Tent. Final. Comp. Cert.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/05/2009 04:56 PM	APRV
2	Perla Lopez	Perla Lopez	11/06/2009 09:54 AM	APRV
3	Final Approval		11/06/2009 03:41 PM	NEW
Form Started By: Minerva Luna			Started On: 11/05/2009 04:40 PM	
Final Approval Date: 11/06/2009				

CERTIFICATE OF TENTATIVE FINAL COMPLETION
FOR
HIDALGO COUNTY LEVEE IMPROVEMENTS PROJECT
DHS SEGMENT O-4A
CONTRACT NO. 08-023-09-30

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

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

Contractor Written Notification to Owner and Engineer of Tentative Final Completion of Project: **July 3, 2009**

Owner, Contractor, and Engineer Inspection of Work: **October 22, 2009**

Tentative Certificate of Final Completion Effective Date of Issuance: **July 6, 2009**

CONTRACT MANAGER:
Hidalgo County Drainage District No. 1

ENGINEER:
Dannenbaum Engineering Company–McAllen, LLC

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

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.

CERTIFICATE OF TENTATIVE SUBSTANTIAL COMPLETION
FOR
HIDALGO COUNTY LEVEE IMPROVEMENTS PROJECT
DHS SEGMENT O-4A
CONTRACT NO. 08-023-09-30

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

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

Contractor Written Notification to Owner and Engineer of Substantial Completion for Tactical Wall: **July 3, 2009**

Owner, Contractor, and Engineer Inspection of Work: **October 22, 2009**

Tentative Certificate of Substantial Completion Effective Date of Issuance: **July 6, 2009**

8/18/09 went through court & was approved.

CONTRACT MANAGER:
Hidalgo County Drainage District No. 1

ENGINEER:
Dannenbaum Engineering Company–McAllen, LLC

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

Richard D. Seitz P.E.
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.

DANNENBAUM ENGINEERING COMPANY - MCALLEN LLC
1109 NOLANA LOOP, SUITE 208 McALLEN, TEXAS 78504 (956) 682-3677

October 30, 2009

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

Attn: *Mr. Godfrey Garza, Jr., CFM*
Project Director

Ref: *Hidalgo County Levee Improvement Project*
DHS Segment 0-4A

Subj: *Tentative Final Completion*

Dear Mr. Garza,

Ballenger Construction Company sent a letter requesting inspection of DHS Segment 0-4A for Tentative Final Completion Certification. The letter dated July 3, 2009 was received in our office on Monday, July 6, 2009. We reviewed the Segment and found that it was ready for inspection with the exceptions which were listed by Ballenger in their inspection request and were valid exceptions beyond the control of the Contractor.

Due to recent issues with tactical height on other DHS Segments it was advised that we not schedule an inspection until the tactical height had been reverified throughout the project. Before completing this task the issue of gaps between bollard panels not meeting the required standard was raised. Dannenbaum was instructed by the Owner, HCDD No. 1, that we were not to proceed with inspection of DHS Segment 0-4A until the bollard panel gap issue was resolved.

Bollard panel gaps which do not meet the design requirement have been identified and Ballenger Construction Company has submitted a remediation plan which has been approved by the Department of Homeland Security (DHS). Ballenger has proceeded to correct the bollard panel gaps per the approved remediation plan. Dannenbaum requested and held an inspection of DHS Segment 0-4A listing the bollard panel gaps as a punch list item requirement.

We have attached a copy of the completed punch list, Ballenger's letter requesting Tentative Final Completion, and the original copy of the Tentative Final Completion Certificate. If you have any questions regarding the included information please call me at (956) 682-3677.

Respectfully,

Richard D. Seitz, P.E.
Resident Project Representative
Dannenbaum Engineering Company – McAllen, LLC

cc: Louis H. Jones Jr., P.E. – Dannenbaum Engineering
Hugo Gonzalez, P.E. – DOS Logistics
Steven L. McGarraugh, AIA – Dannenbaum Engineering
Omar Anzaldua, P.E. – Dannenbaum Engineering

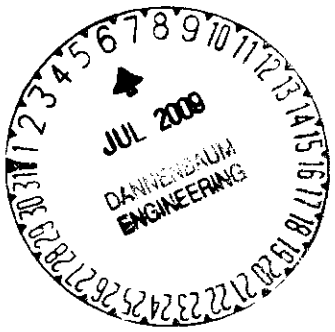
Attachments:

Ballenger Construction Company letter dated July 3, 2009
Final Punch list dated October 22, 2009
Tentative Final Completion Certificate

COPY

BALLENGER CONSTRUCTION COMPANY

An Equal Opportunity Employer



July 3, 2009

Mr. Steve McGarraugh
Dannenbaum Engineering Company – McAllen, LLC
1109 Nolana Loop, Suite 208
McAllen, Texas 78504

RE: DHS Segment 4A (Requesting Certificate of Tentative Final Completion)

Dear Mr. McGarraugh,

Ballenger Construction Company is requesting a Certificate of Tentative Final Completion. All of the backfill is up behind the wall with the following exceptions:

- Station 543+00 – 547+00: associated with Structure 293L and RFI #17
- Station 513+00 – 515+20: associated with RFI #12, gasline
- Station 428+00 – 429+00: associated with Change Order No. 7
- Station 383+00 – 384+47: farmer needing this area to get around wall with equipment

If you have any questions, please feel free to contact me.

Sincerely,

Robert Acuna
Project Controls Manager
(956) 535 – 2294
racuna@bal-con.com

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

Location: DHS SEGMENT O-4A

Date/Time: October 22, 2009 / 8:30 a.m.

Attendees:

Gerardo Guerra	USBP	Danny Gonzalez	USBP
Hugo Gonzalez DOS Logistics		Steve McGarraugh	DEC
Thomas Gutierrez	BCCo		
Luther Sargent	IBWC	(inspected separately)	

Prepared by: Steve McGarraugh **Issued:** 30 October 2009

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

Items Discussed:

1. Extend bollards for tactical height at east side of ramp 450 + 00.
2. Extend bollards for tactical height at pipe crossing at Station 485+58.
3. Need concrete flap gate pads at several locations.
4. Confirm 1/8" gap in angle iron at junction of bollard racks.
5. Complete Structure 293L including backfill, maintenance road and bollard grout fill.
6. Complete Bollard Panel Gap Remediation Plan.
7. Damage to concrete at bottom of stem wall at approximate Station 858 + 50.
8. Embankment erosion at ramp at 559 + 50.
9. Install anti-climb devices.
10. Erosion at headwall locations.
11. Correct eroded topsoil locations throughout Segment.
12. Some vertical joints in bollard caps don't align with joints in stems. Submit remediation plan.
13. Additional hydro-mulch and additional hydro-mulch growth needed in much of the site.
14. Covers or caps needed on 18' bollards
15. Silt fence missing near Structure No. 297.
16. Silt build-up at headwall for Structure No. 297.
17. Wood/plywood at headwall for Structure No. 297.
18. At Structure 297, corrosion at waterman.

19. Unable to test structures due to lid weight. Need to perform test of each gatewell structure.
20. Riverside headwalls need pilot channels.
21. Remove debris at structure 294.
22. Remove rock stored at landside near Structure 284A.
23. East end of project on riverside washout near concrete rip rap at perimeter road.

TRANSMITTAL LETTER

DEC DANNENBAUM ENGINEERING COMPANY-MCALLEN, L.L.C.

1109 Nolana Loop, Suite 208, McAllen, Texas 78504 (956) 682-3677 Office (956) 686-1822 Fax

PROJECT: (Name, address)	HCDD No. 1 - Levee Improvements Project which coincides with DHS Segment 0-4A (3.87 Miles)	PROJECT NO.	4287-03
		LOG NO.	325
TO:	Hidalgo County Drainage District No. 1 902 North Doolittle Rd. Edinburg, Texas 78541	DATE:	October 30, 2009
		If enclosures are not noted, please inform us immediately.	
ATTN:	Mr. Godfrey Garza, CFM	If checked below, please:	
		( ) Acknowledge receipt of enclosures.	
		( ) Return enclosures to us.	

WE TRANSMIT:

X herewith ___ under separate cover via: _____

___ in accordance with your request _____

FOR YOUR:

___ approval ___ distribution to parties X information X use

___ review & comment ___ record (s)

___ Other: _____

THE FOLLOWING:

___ Drawings ___ Shop Drawings Prints ___ Samples

___ Specifications ___ Shop Drawing Reproducibles ___ Product Literature

___ Change Order X Other see below

Copies	Date	Rev. No.	Description	Action Code
1	10/30/09		**Original** - Levee Improvement Project DHS Segment O-4A Correspondence regarding Tentative Final Completion	F
			Proceed and place on Board for	
			Approval of Certificate	

ACTION CODE

A. Action indicated on item transmitted
B. No Action Required
C. For signature and return to this office
D. For signature and forwarding as noted below under remarks
E. For Processing
F. SEE REMARKS BELOW

REMARKS: Hand delivered by Ballenger Construction. Please call our office if you have any questions. Thank you.

COPIES TO:
4287-03(0-4A)/file

10/30/09

BY: _____

Hand-Delivery Signature _____

Printed Name: Jaime X. Farias, E.I.T.

G:\1540\4287-CM\01 Admin\01.13 Transmittals\Transmittal Segment 0-4A\Transmittal to HCDD\Transmittal Letter JFarias to HCDD 103009 Log No. 325.doc

AI-18412 **7.**

S&B TEDSI

DRAINAGE DISTRICT

Date: 11/10/2009
Submitted By: Sylvia Sanchez, DRAINAGE DISTRICT
Submitted For: Sylvia Sanchez
Department: DRAINAGE DISTRICT

Information

CAPTION

A. Ratification of contract with S&B Infrastructure, LTD on Development and Design of Raymondville Drain, dated March 28, 2000.

B. Ratification of contract with TEDSI Infrastructure Group for services related to east lateral drains, dated March 23, 2004.

BACKGROUND

Fiscal Impact

Attachments

Link: Minutes
Link: S&B
Link: Tedsi

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/04/2009 04:46 PM	APRV
2	Perla Lopez	Perla Lopez	11/05/2009 02:38 PM	APRV
3	Final Approval		11/06/2009 03:41 PM	NEW

Form Started By: Sylvia Sanchez Started On: 11/04/2009 04:29 PM

Final Approval Date: 11/06/2009

COUNTY OF HIDALGO
JOSÉ ELOY PULIDO
COUNTY JUDGE

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Drainage District #1 Board of Directors will be held on TUESDAY, MARCH 28, 2000 at 9:30 A.M., in the Commissioners Courtroom of the Administration Building, Edinburg, Hidalgo County, Texas, discussion and possible action relating to the following business will be transacted:

DRAINAGE DISTRICT

1. **Requesting exemption from competitive bidding requirements for professional services/engineering services with S & B Infrastructure, LTD**

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

2. **Requesting approval of a professional engineering service contract with S & B Infrastructure, LTD services related to Development and Design of Raymondville Drain, Hidalgo County Drainage District #1 Master Plan Phase II**

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

3. **Authorization for emergency clean up at existing Drainage District Facility located at Minnesota Rd. and 4 ½ Mile Line**

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

On motion of Commissioner Handy, seconded by Commissioner Rosel, the Court made a UNANIMOUS vote of approval to go into Executive Session.

4. **Closed Session:**
   Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Section 551.072 to discuss the following:

   A. Potential Acquisition of Real Property

   NO ACTION taken on this item.

5. **Open Session:**

   A. Potential Acquisition of Real Property

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

6. **Closed Session:**
   Commissioners' Court may reconvene into Closed Session for the discussion regarding the agenda items listed

   NO ACTION taken on this item.

7. **Open Session:**
   Commissioners' Court may reconvene into Open Session for the discussion regarding the agenda items listed

   NO ACTION taken on this item.

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

COUNTY OF HIDALGO
JOSÉ ELOY PULIDO
HIDALGO COUNTY JUDGE

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held on TUESDAY, MARCH 28, 2000, at 9:30 A.M., in the Commissioners' Courtroom of the Administration Building, Edinburg, Hidalgo County, Texas, discussion and possible action relating to the following business will be transacted:

A D D E N D U M

1. **Elections Administration:**
   A. **Approval of ten (10) early voting substations instead of 12 substations, Locations, Dates, Hours for the 2000 Primary Runoff Election April 11, 2000**

      NO ACTION taken on this item.

   B. **Approval of optical paper ballots for the early voting and election day for the 2000 Primary Runoff Election Locations, Dates, Hours**

      NO ACTION taken on this item.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made, by and between **HIDALGO COUNTY DRAINAGE DISTRICT NO. 1,** acting herein by and through the **BOARD OF DIRECTORS**, hereinafter called the "**Owner**", and **S&B INFRASTRUCTURE, LTD.**, professional engineers of McAllen, Texas, hereinafter called the "**Engineer**".

W I T N E S S E T H:

WHEREAS, the **Owner** recently completed Phase I of the Hidalgo County Drainage District No. 1 Master Drainage System ("**MDS**"), which, under a separate agreement, required approximately twenty years to manage and perform the planning, preliminary engineering, final design and construction of the facilities for Phase I of the **MDS**; and

WHEREAS, the **Owner** desires to continue to develop and implement the **MDS**; and

WHEREAS, for efficiency, continuity, and cost effectiveness, the **Owner** desires to contract with the **Engineer** to provide management and engineering services for the anticipated duration of the planning, preliminary engineering, final design and construction of the facilities for ***Phase II*** of the **MDS**, which is comprised of ***the design and expansion of the Raymondville Drain Outfall System*** (incorporated herein by reference as the "**Project**" and more particularly identified in **EXHIBIT "B1"** ***–Project Description***).

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

ARTICLE 1. Employment of Engineer. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform professional ***management*** and ***engineering*** services in connection with the **Project** as stated in the articles to follow, and for having rendered such services, the **Owner** agrees to pay the **Engineer** compensation as stated in the articles to follow.

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

2.1. Scope of Work. The **Owner** will furnish items and provide those services for the development of the **Project** and fulfillment of this Agreement, as identified in **EXHIBIT "A"** ***-Services to be Provided by the Owner***, attached hereto and made a part of this Agreement. The **Engineer** shall render professional ***management*** and ***engineering*** services for the development of the **Project** and fulfillment of this Agreement as follows (and more particularly identified in **EXHIBIT "B"*-Services to be Provided by the Engineer***, attached hereto and made a part of this Agreement):

I. General Contract Management (hereinafter referred to as "***GCM***"). For ***GCM***, the primary role of the **Engineer** will be to perform professional ***management*** services. The **Engineer**, as *GCM* manager, shall direct all tasks required by the project team (hereinafter referred to as "**Project Team**" and identified in the organizational chart shown in **EXHIBIT "B2"- *Project Team***, attached hereto), consisting of various subconsultants, in the development of the **Project**. As ***GCM*** manager, the **Engineer** shall organize and manage the **Project Team**, including: assigning the various ***engineering*** work tasks; directing and controlling the work; planning, conducting, and documenting internal and external meetings; establishing policy, procedures, and quality assurance; and furnishing the necessary technical and support staff to implement the preliminary project planning and development (including, but not limited to, the identification and procurement of funding, and the development of a capital improvement program), preliminary engineering, final design, and construction of the **Project**.

II. Preliminary Project Planning & Development. For preliminary planning and development of the **Project**, the primary role of the **Engineer** will be to perform ***engineering*** activities and work tasks associated with the preparation of an environmental document, public involvement, and the development of primary and secondary project field control through field surveying and aerial

mapping.

III. Preliminary Engineering, Final Design & Construction. For these services, the **Engineer** will be performing ***engineering*** activities as follows:

(A) Preliminary Engineering. As identified in **EXHIBIT "A"**, attached hereto, the **Owner** shall provide to the **Engineer** a copy of an engineering study, previously prepared by other parties contracted by the **Owner**, and incorporated herein by reference as the ***"Raymondville Drain Outfall Study"***. As more particularly identified in **EXHIBIT "B"**, attached hereto, the **Engineer** will review the ***"Raymondville Drain Outfall Study"*** by performing hydrologic and hydraulic ***engineering*** verifications. Should the review by the **Engineer** indicate errors or omissions in the ***"Raymondville Drain Outfall Study"***, the **Engineer** will report such errors or omissions to the **Owner** and corrections of such errors or omissions shall be responsibility of the **Owner**, or deemed by the **Owner** as additional work to be performed by the **Engineer** and compensated in accordance with Articles 8 and 9 of this Agreement. As a basis for the final design of the **Project**, the **Engineer** will prepare a report, hereinafter referred to as the **"Preliminary Engineering Report"**. The **"Preliminary Engineering Report"** will be prepared by the **Engineer** in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the **Owner**, to include preliminary layouts, sketches, and cost estimates, and to set forth clearly the **Engineer**'s recommendations for the final design of the **Project**. The **Engineer**'s recommendations for the final design of the **Project** shall meet all federal, state, and county permitting requirements.

(B) Final Design. Upon approval by the **Owner** of the **Engineer**'s final recommendations, as shown in the **"Preliminary Engineering Report"**, the **Engineer** will perform all required ***engineering*** tasks, as more particularly identified in **EXHIBIT "B"**, attached hereto, to provide the **Owner** with a complete and approved set of plans, specifications, and estimates (incorporated herein by reference as "**PS&E**") for each phase of construction of the **Project**.

(C) Construction. The **Engineer** will provide construction phase ***engineering*** services for each phase of construction of the **Project** that is authorized and funded by the **Owner** for construction. The steps or sequence for the professional ***management*** and ***engineering*** services outlined for the scope of work above, and more particularly identified in **EXHIBIT "B"**, attached hereto, may be performed concurrently by the **Engineer**, if approved by the **Owner**.

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

(1) ***Basic Services***: Basic services, incorporated herein by reference as ***"Basic Services"***, includes those professional services not otherwise identified under Article 5.2 of this Agreement.

(2) ***Special Services***: Special services, incorporated herein by reference as ***"Special Services"***, includes those professional services identified under Article 5.2 of this Agreement.

Expanded task descriptions for both ***Basic Services*** and ***Special Services*** are more particularly identified in **EXHIBIT "B"**, attached hereto.

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

ARTICLE 3. Period of Service. After execution of this Agreement, the **Engineer** shall not proceed with the work outlined under Article 2 hereof until authorized in writing by the **Owner** to proceed as provided in Article 7 hereof.

3.1 Termination Date. This Agreement shall terminate at the close of business on **July 31, 2008** (hereinafter referred to as the **"Termination Date"**), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date

authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date**.

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

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the Owner shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**.

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

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

(1) **Commitment of Current Revenues.** In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon ninety (90) days written notice to the **Engineer**. The **Owner** agrees, however, to use reasonable efforts to secure funds

necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp.1995).

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.

(3) By the **Owner**, upon failure of the **Engineer** to fulfill the **Engineer**'s obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner**.

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner**'s obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer**.

(5) By the **Owner** without cause upon ninety (90) days written notice to the **Engineer**.

(6) By satisfactory completion of all services and obligations described herein.

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

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

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer**, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

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

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

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer**'s office, the office of the **Owner**, or at other locations designated by the **Owner**. These conferences shall also include evaluation of the **Engineer**'s services and work when requested by the **Owner**.

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

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

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

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

(1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation; and

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

ARTICLE 5. Compensation and Fees. For and in consideration of the services to be rendered by the **Engineer**, the **Owner** shall compensate the **Engineer** as follows:

5.1 ***Basic Services.*** For and in consideration of the ***Basic Services*** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the maximum amount

payable by the **Owner** to the **Engineer** for ***Basic Services***, subject to adjustment in accordance with Article 6.1 herein, is equal to nine percent (9%) of the actual construction cost of the **Project** (hereinafter referred to as the "**Basic Services Fee**"), plus up to an additional one-half percent (0.5%) if the **Engineer** furnishes the requirements for incentives specified in Article 5.3 herein, as more particularly described in **EXHIBIT "D2"** –***Funding Incentives***, attached hereto. An outline and breakdown of the **Basic Services Fee** is more particularly identified in **EXHIBIT "D1"**-***Fee Breakdown***, attached hereto and made a part of this Agreement. Payments to the **Engineer** for ***Basic Services*** shall be made by the **Owner,** upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

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

Special Service	**Basis of Compensation**
1. FIELD SURVEYING Actual performance of field surveying for the purpose of establishing horizontal and vertical control and obtaining topographic information for preliminary project planning and development, preliminary engineering, final design, right of way data, monumentation or staking and construction staking.	By **Engineer** at **Contract Rates** shown in **EXHIBIT "D"**, attached hereto, and/or negotiated subcontract expense plus a 10% service charge.
2. AERIAL PHOTOGRAMMETRY Actual performance of services to develop and provide photogrammetric products (contact prints, mosaics, planimetric maps, contour maps, cross-sections, and digital terrain models).	By **Engineer** at **Contract Rates** shown in **EXHIBIT "D"**, attached hereto, and/or negotiated subcontract expense plus a 10% service charge.

Special Service	Basis of Compensation
3. RIGHT OF WAY MAPPING Actual performance of services to develop and provide abstracting, right of way map, field note descriptions, and parcel plats.	By **Engineer** at **Contract Rates** shown in **EXHIBIT "D"**, attached hereto, and/or negotiated subcontract expense plus a 10% service charge.
4. GEOTECHNICAL ENGINEERING Actual performance of obtaining test borings, sampling and testing, analyses, recommendations, reports for foundation investigations and other related analyses.	By **Engineer** at **Contract Rates** shown in **EXHIBIT "D"**, attached hereto, and/or negotiated subcontract expense plus a 10% service charge.
5. LABORATORY OR SITE TESTING Actual performance of laboratory, shop and mill tests, or site testing of materials or equipment provided and construction work performed, including actual performance of record testing and independent assurance testing.	By **Engineer** at **Contract Rates** shown in **EXHIBIT "D"**, attached hereto, and/or negotiated subcontract expense plus a 10% service charge.
6. RESIDENT OR SITE ENGINEER, INSPECTOR Actual performance of services of project site engineer, resident engineer and/or inspector, if required by **Owner**.	By **Engineer** at **Contract Rates** shown **EXHIBIT "D"**, attached hereto, and/or negotiated subcontract expense plus a 10% service charge.
7. DOCUMENT COPIES Actual performance and / or providing of additional copies (over 5) of reports; additional copies (over 5) of plans (contract drawings), specifications, and estimates (PS&E); additional copies (over 5) of bidding documents; additional copies (over 5) of as-built drawings.	By **Engineer** at **Contract Rates** shown in **EXHIBIT "D"**, attached hereto, and/or negotiated subcontract expense plus a 10% service charge.
8. EXTRA TRAVEL Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.	At the rates authorized by Hidalgo County for its County officials (shown in **EXHIBIT "D"**, attached hereto).
9. EXPERT WITNESS Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project**.	By **Engineer** at **Contract Rates** shown in **EXHIBIT "D"**, attached hereto, and/or negotiated subcontract expense plus a 10% service charge. Notwithstanding the previous sentence, compensation to the Engineer for condemnation hearing testimony will only include expense for time involved in actual testimony, no preparation time will be eligible for reimbursement as ***Special Service***. Expert witness for condemnation hearings shall not be subcontracted.

Special Service	Basis of Compensation
10. MISCELLANEOUS Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor**.	By **Engineer** at **Contract Rates** shown in **EXHIBIT "D"**, attached hereto, and/or negotiated subcontract expense plus a 10% service charge.

Payments to the **Engineer** for ***Special Services*** authorized by the **Owner**, not included in the **Basic Services Fee** stipulated in Article 5.1 herein, will be made, in accordance with the terms and provisions of Article 6 hereof, by the **Owner**, upon presentation of monthly **Request for Payment** by the **Engineer** of such ***Special Services***.

5.3 ***Incentives.*** The **Owner** shall provide an incentive opportunity to the **Engineer** in consideration for services rendered regarding the corporate sponsorship performed by the **Engineer**, as more particularly identified in **EXHIBIT "B"** (under Funding Sources), attached hereto, through the President of S&B Infrastructure, Ltd. (**Engineer**) for obtaining funding from potential funding sources for the **Project**. This incentive is stated in **EXHIBIT "D2"-*Funding Source Incentive***, attached hereto and made a part of this Agreement. Payments to the **Engineer** for meeting the incentive requirements will be made by the **Owner**, upon presentation of a **Request for Payment** by the **Engineer** in accordance with the terms and provisions of Article 6 hereof.

ARTICLE 6. Method of Payment.

6. 1 Request for Payment. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as "**Work Authorization**") in accordance with Article 7 herein. For each **Work Authorization**, the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of

the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations**, less retainage as identified in Article 6.3 herein and below, together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

Should the **Project** or portions of the **Project** be awarded for construction, the **Owner** will reconcile and determine the final maximum amount payable for the **Basic Services Fee**, as identified in Article 5.1 hereof, for that portion of the **Project** that has been awarded for construction. This reconciliation and determination by the **Owner** will be performed on a yearly basis throughout the development of the **Project**, and within the period of service established in Article 3. Payment due to the **Engineer** or credit owed to the **Owner** by the **Engineer** in the amount of this reconciliation and determination shall be applied to the next applicable **Request for Payment**.

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

6.2 Final Payment. After final completion of the work and acceptance thereof by the **Owner**, the **Engineer** shall submit a final request for payment ("**Final Request for Payment**") which shall set forth all

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

6.3 Retainage. Payments by the **Owner** to the **Engineer** for services rendered during the course of the **Project** will be made monthly less five percent (5%) retainage. The **Owner** will pay to the **Engineer**, as a part of the **Final Payment** or in response to a **Request for Payment** for that portion of the **Project** that has been completed and accepted, any retainage for the **Project** or any portion of the **Project** together with interest at a varying rate per annum, which rate shall be equal to the Wall Street Journal Prime Rate in effect from time to time calculated based on the actual number of days elapsed over a 360 day year (hereinafter referred to as the "**Applicable Rate**"), but in no event to exceed the maximum rate of the non-usurious interest allowed from time to time by law as now or, to the extent allowed by law, as may hereinafter be in effect, or if no maximum rate for this class of obligation is set, then the quarterly ceiling in effect at the time under the Texas Finance Code, but in no event to exceed eighteen percent (18%) per annum (hereinafter referred to as the "**Highest Lawful Rate**") with adjustments in such varying rate to be made on the same date as any change in the Prime Rate is published and adjustments due to changes in the **Highest Lawful Rate** to be made on the effective date of any change in the **Highest Lawful Rate**. The Wall Street Journal Prime Rate is the Prime Rate published in the Money Rates section of the Southwest Edition of the Wall Street Journal, and if there is more than one Prime Rate published, it shall be the highest Prime Rate.

6.4 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer**'s services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer**'s services which were performed in accordance with this Agreement;

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer**;

(4) If the **Owner**, in good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer**'s services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer**, at its sole cost, performs a sufficient portion of the **Engineer**'s services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer**'s services.

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

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

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

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"** – ***Work Authorization Form***, attached hereto

and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner**, the needed services for the **Project**, as required through the course of the development of the **Project**. The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B"**, attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner**, the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D"**, attached hereto. The **Work Authorization** shall not waive the **Owner**'s and the **Engineer**'s responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner**, shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization**. The estimated cost proposal does not waive or alter the **Owner**'s obligation established in this Agreement regarding the ***Basic Services Fee***, ***Special Services Fee,*** or the ***Funding Source Incentive***, as identified in Articles 5.1, 5.2, and 5.3, respectively and hereof.

Each executed **Work Authorization** shall become a part of this Agreement. Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the **Project**'s deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

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

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer**, of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

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

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

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

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer**.

Article 9. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing. In the event the **Owner** finds that such work does constitute extra work or requests that the **Engineer** provide services for extra work, the **Owner** shall so advise the **Engineer** and a written

supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional costs prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

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

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

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

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

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

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

ARTICLE 11. Ownership and Release of Documents.

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer**; however, the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** without the **Owner**'s consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer**, as an additional service, at any other time requested by **Owner**. All such reproductions shall be the property of the **Owner** who may use them without the **Engineer**'s permission for any proper purpose relating to the **Project**, including, but not limited to, additions to or completion of the **Project**. Any additions or revisions by the **Owner** to a drawing

signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering Practice Act and the Rules of the State Board of Registration for Professional Engineers.

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

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

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

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

ARTICLE 14. Subcontracting and Assignment. For this Agreement, the **Engineer** may not assign the role of ***GCM*** through subcontract. As ***GCM***, the **Engineer** shall assign other portions or tasks of this Agreement through subcontract. As ***GCM***, the **Engineer** shall make the final decision regarding the participation and participation requirements of any subconsultant for work under this Agreement. The **Engineer**

shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to such subconsultants.

The **Engineer**, and the **Owner**, do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract. The **Engineer** shall not assign, subcontract or transfer its interest in this contract without the prior written consent of the **Owner**.

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement; provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer**'s work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given

to the **Engineer** by any of the **Owner**'s commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer**'s possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner**, effectuating the purposes of this Article.

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer**'s employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Engineer**'s employees, either alone or in conjunction with any of the **Owner**'s employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** has been or is engaged at the time, and such inventions and improvements shall become the sole, exclusive property of the **Owner** without any obligation on its part to make any payment therefor in addition to any sums which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or

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

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

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

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

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

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

17.3 Warranties.

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

standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** **best** efforts, skill, judgment and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. Prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the plans, specifications, and estimates ("**PS&E**") for the **Project**, as identified in Article 2.1 hereof, and the improvements when built in accordance therewith conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents, covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer's** services.

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

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the **Project;** that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirety, and possesses the special skills which enable the **Engineer** to recognize dangerous conditions that a reasonable, prudent engineer having such

special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner**; that as the design professional, the **Engineer** has some measure of control over any such dangerous conditions; that the **Engineer** has knowledge which will enable the **Engineer** to recognize specific dangers that may arise from the proper use of the **Project** after acceptance by **Owner**; and, that the **Engineer** recognizes that any commissioners, elected officials, employees, and agents of the **Owner**, plus residents and owners of property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the **Project** being designed in a professional and safe manner.

(e) The **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants, and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in the **PS&E** of the **Project**; that the result of the **PS&E**, if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; that the result of **Engineer's** inspection of the **Project** will be suitable for purposes for which the **Project** is designed; and, the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **Project's** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of the **PS&E** nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer's** skill and knowledge in preparing the **PS&E**.

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

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

18.1 Project Manager. The **Engineer** shall provide a manager (**Project Manager**) for the **Project** that is a registered professional engineer in the State of Texas. The **Project Manager** shall have such knowledge and experience as will enable the **Project Manager** to perform the duties required for the services under this Agreement. The **Engineer** may not change the **Project Manager** during the course of the **Project** without prior consent of the **Owner**. If, due to situations beyond the control of the **Engineer**, the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the **Project**, the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

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

18.3 Documents/Information Exchange. The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project**. Recognizing that there will be several members of the **Project Team** (identified in the organizational chart shown in **EXHIBIT "B2"**, attached hereto) participating in the development of the **Project**, and taking into consideration that the **Owner** has a significant investment in the development of the **Project**, there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project**. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirements outlined in **EXHIBIT "H"**- ***Computer Documents and Information Exchange***, attached hereto and made a part of this Agreement.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively "**Indemnitors**") shall and do agree to indemnify, protect, defend and hold harmless the **Owner**, the **Owner**'s respective directors, elected officials, employees and agents (collectively "**Indemnitees**") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "**Liabilities**") of any person or entity whomsoever arising out of, caused by or resulting from the performance of the **Engineer**'s services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting therefrom and (2) are caused in whole or in part by any negligent act or omission of the **Engineer**, anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including, but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer**, its agents, partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner**'s negligence.

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

construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

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

(1) Workers' Compensation, endorsed with a waiver of subrogation in favor of the **Owner** in limits of liability not less than the benefits allowed under the Texas Workers' Compensation Law (**"Statutory Texas"**).

(2) Commercial General & Professional Liability, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner,** in limits of liability not less than two million dollars (**$2,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage. *Subconsultants will only be required to maintain limits of liability not less than one million dollars ($1,000,000) combined single limit each occurrence and in the aggregate for bodily injury and property damage.*

(3) Texas Business Automobile Policy, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner,** in limits of liability not less than two hundred fifty thousand dollars (**$250,000**) each person for bodily injury, five hundred thousand dollars (**$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**$100,000**) each occurrence for property damage.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (***Hidalgo County Drainage District No. 1* Certificate of Insurance**) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed ***Hidalgo County Drainage District No. 1* Certificate of Insurance** shall be attached hereto and identified as **EXHIBIT "G"**- ***Hidalgo County Drainage District No. 1 Certificate of Insurance***. The **Engineer**

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

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

ARTICLE 23. Noncollusion. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty, the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner**'s discretion, to deduct from the ***Basic Services Fee, Special Services Fee,*** and/or the ***Incentives*** as identified in Articles 5.1, 5.2, and 5.3 hereto and respectively, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing

business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

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

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

ARTICLE 27. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

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

OWNER:	***Hidalgo Co. Drainage Dist. No. 1***	**ENGINEER:**	***S&B Infrastructure, Ltd.***
	900 N. Doolittle		***5408 North 10th Street***
	Edinburgh, Texas 78539		***McAllen, Texas 78504***

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

ARTICLE 29. Miscellaneous Provisions.

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described, and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. There are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the **28th** day of **March, 2000**.

ENGINEER:
S&B INFRASTRUCTURE, LTD.

BY: _____
Daniel O. Rios, P. E., Vice-President

OWNER:
HIDALGO COUNTY DRAINAGE DISTRICT NO.1

BY: _____
José Eloy Pulido, Chairman of the Board

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be Provided by the Owner
EXHIBIT B	-Scope of Services to be Provided by the Engineer
EXHIBIT B1	-Project Description
EXHIBIT B2	-Project Team Organizational Chart
EXHIBIT C	-Work Schedule
EXHIBIT D	-Engineer's Contract Rates
EXHIBIT D1	-Fee Breakdown
EXHIBIT D2	-Funding Source Incentive
EXHIBIT E	-Work Authorization Form
EXHIBIT F	-Supplemental Agreement Form
EXHIBIT G	-Certificate of Insurance (*Hidalgo County Drainage District No. 1*)
EXHIBIT H	-Computer Graphics Files

EXHIBIT "A"

Services to be Provided by the Owner

The following provides an outline of the services to be provided by the **Owner** in the development of the **Project** (as defined and more particularly identified in **EXHIBIT "B1"** attached to this Agreement).

I. GENERAL

The **Owner** will provide to the **Engineer** the following:

(1) Authorization to the **Engineer** to begin work in accordance with Article 7 of this Agreement.

(2) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 5 and Article 6, both of this Agreement.

(3) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, **State** and Federal agencies that the **Engineer** cannot easily obtain.

(4) Provide any available relevant data the **Owner** may have on file concerning the project.

(5) Provide timely review and decisions in response to the **Engineer**'s request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain the agreed-upon work schedule prepared in accordance with **EXHIBIT "C"** attached to this Agreement.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.

(7) Provide a copy of the engineering study, previously prepared by other parties contracted by the **Owner** and incorporated herein by reference as the ***"Raymondville Drain Outfall Study"***, and any associated documentation that may be relevant to the **Engineer** in the evaluation and verification of the ***"Raymondville Drain Outfall Study"***.

II. PRELIMINARY PROJECT PLANNING & DEVELOPMENT

The **Owner** will provide to the **Engineer** the following:

(1) Approve the **Work Plan** prepared by the **Engineer** and more particularly identified in **EXHIBIT "B"** attached to this Agreement.

(2) Approve the **Project Development Schedule** prepared by the **Engineer** and more particularly identified in **EXHIBIT "B"** attached to this Agreement.

(3) **Construction Estimate.** Provide the **Engineer** a copy of historical bid tabulations, if available, for similar projects and periodically review and approve the **Construction Estimate** as developed and prepared by the Engineer and more particularly identified in **EXHIBIT "B"** attached to this Agreement.

(4) Submit all required applications prepared by the **Engineer** to funding sources.

(5) **Capital Improvement Program (CIP).** Provide any relevant data regarding the **Owner**'s budget and budget process to assist the **Engineer** in the preparation of the **CIP** more particularly identified in **EXHIBIT "B"** attached to this Agreement; review and approve the **CIP** prepared by the **Engineer**.

(6) **Public Involvement.** Assist the **Engineer** in the preparation of the project mailing list; provide representation at all public meetings; provide representation at all public hearings; additionally:

Public Meetings

a. Approve agenda and all exhibits prior to each public meeting.
b. Approve date and location of the public meeting.
c. Review/approve Public Meeting Report.

Public Hearings

d. Upon US Army Corps of Engineer (USACE) and other applicable approval of the schematic and environmental document, authorize the **Engineer** to conduct a public hearing for each County, as required.
e. Approve agenda and all exhibits prior to the public hearing.
f. Approve date and location of the public hearing.
g. Review/approve Public Hearing Report.

III. PRELIMINARY ENGINEERING, FINAL DESIGN & CONSTRUCTION

The **Owner** will provide to the **Engineer** the following:

Preliminary Engineering

(1) Attend the **Preliminary Concept Conference** coordinated and conducted by the **Engineer** and more particularly identified in **EXHIBIT "B"** attached to this Agreement.

(2) Assist the **Engineer** as required in the coordination with the USACE and the Federal Emergency Management Agency (FEMA) and any other coordinating agency or entity.

(3) Review and approve the "***Preliminary Engineering Report***" prepared by the **Engineer** and more particularly identified in **EXHIBIT "B"** attached to this Agreement.

Final Design

(4) **Right of Way Data.** Upon approval of the schematic and environmental document, authorize the **Engineer** to begin work on the right of way (ROW) map; additionally:

a. Provide available existing ROW plans.
b. Assist the **Engineer**, as necessary, with coordination of any utility relocations that may be required.
c. Review/approve the preliminary ROW map; authorize preparation of the field notes and parcel descriptions.
d. Review/approve ROW map, field notes and parcel descriptions.
e. Acquire ROW in accordance with federal guidelines and USACE procedures.

(5) Review and approve the **Project** design criteria and the ***"Design Policy and Procedures Manual"*** developed and prepared by the **Engineer** and more particularly identified in **EXHIBIT "B"** attached to this Agreement.

(6) Review and approve plan, specifications, and estimate (PS&E) for the Project or portions of the **Project** as prepared by the **Engineer** and more particularly identified in **EXHIBIT "B"** attached to this Agreement.

Construction

(7) Review and approve the ***"Construction Management Policy & Procedures Manual"*** developed and prepared by the Engineer and more particularly identified in **EXHIBIT "B"** attached to this Agreement.

(8) Review and approve all services provided by the **Engineer** (and more particularly identified in **EXHIBIT "B"** attached to this Agreement) regarding advertising for each authorized construction contract for the **Project**, the opening and tabulation of bids, and the preparation of formal contract document for the award of construction contracts.

(9) Review and approve change orders as required and prepared by the **Engineer**.

EXHIBIT "B"

Services to be Provided by the Engineer

INDEX

CLASSIFICATION OF SERVICES (*Basic or Special*) 2 - 3

EXPANDED DESCRIPTION OF SERVICES: 3 - 18

I. GENERAL CONTRACT MANAGEMENT (*GCM*)

***GCM* for Preliminary Project Planning and Development**

(1) *"Administrative Policy & Procedures Manual"* 4
(2) Project Development Schedule 4
(3) Construction Estimate 5
(4) Develop Quality Control / Quality Assurance Program 5
(5) Subcontract Administration 5
(6) Funding Sources 5
(7) Capital Improvement Program 5
(8) Management / Coordination of Engineering Activities 5
(9) Implementation of QC/QA Program 5

***GCM* for Preliminary Engineering**

(1) Preliminary Concept Conference 6
(2) Management / Coordination of Engineering Activities 6
(3) Implementation of QC/QA Program 6
(4) Preparation of "Preliminary Engineering Report" 6
(5) Coordination with USACE and FEMA 6

***GCM* for Final Design**

(1) *"Design Policy & Procedures Manual"* 7
(2) Design Concept Conference 7
(3) Management / Coordination of Engineering Activities 7
(4) Implementation of QC/QA Program 7

***GCM* for Construction**

(1) *"Construction Policy & Procedures Manual* 8
(2) Construction Bidding 8
(3) Owner's Representative 8
(4) Defects and Deficiencies 8
(5) Progress Reports 8
(6) Contractor Payment 9
(7) Project Site Management 9
(8) Implementation of QC/QA Program 9
(9) Change Orders 9
(10) Final Acceptance 9

II. PRELIMINARY PROJECT PLANNING & DEVELOPMENT

Environmental Document Preparation & Public Involvement 10
Field Surveying & Photogrammetry 11

III. PRELIMINARY ENGINEERING, DESIGN AND CONSTRUCTION

(A) Preliminary Engineering

Preliminary Field Surveying 11
Data Collection 12
Geographical Information System 13
Hydrologic Analysis 13
Hydraulic Analysis 13
Flood Plain Mapping 14
Alternate Solutions & Recommendations 14
Final Report – ***"Preliminary Engineering Report"*** 14

(B) Final Design

Right of Way Data 14
Design Field Surveying 15

(B) Final Design, continued.

Geotechnical Investigations 15
Permitting 15
Channel / Drainage Design 15
Roadway Design 16
Bridge Design 16
Plans, Specifications, and Estimates (PS&E) 16

(C) Construction

Construction Bidding 17
Project Site Inspection 17
Miscellaneous Technical Activities 18
Final Acceptance 18

CLASSIFICATION OF SERVICES. In accordance with Article 2.2 of this Agreement, the services to be provided by the **Engineer** shall be classified as either ***Basic Services*** or ***Special Services***. The expanded descriptions of the services identified later in this exhibit and to be provided by the **Engineer** are classified as follows:

Management:

I. GENERAL CONTRACT MANAGEMENT (*GCM*)

(1) ***"Administrative Policy & Procedures Manual"***	***Basic***
(2) Project Development Schedule	***Basic***
(3) Construction Estimate	***Basic***
(4) Quality Control / Quality Assurance Program	***Basic***
(5) Subcontract Administration	***Basic***
(6) Funding Liason and Funding Application Preparation	***Basic***
(7) Capital Improvement Program (CIP)	***Basic***
(8) Management / Coordination of Public Involvement Activities	***Basic***
(9) Preliminary Concept Conference	***Basic***
(10) Mangement / Coordination of all ***Basic Service*** activities for the development of the ***"Preliminary Engineering Report"***	***Basic***
(11) Coordination with all reviewing agencies (FEMA, USACE, etc.)	***Basic***
(12) ***"Design Policy & Procedure Manual"***	***Basic***
(13) Design Concept Conference	***Basic***
(14) Mangement / Coordination of all ***Basic Service*** activities for the development of the final design and PS&E	***Basic***
(15) ***"Construction Management Policy & Procedures Manual"***	***Basic***
(16) Construction Bidding	***Basic***
(17) Owner's Representative	***Basic***
(18) Monthly Construction Progress Reports	***Basic***
(19) Recommendations for payment to the construction contractor	***Basic***
(20) Project Site Management	***Special***
(21) Change Orders	***Special***
(22) Final Acceptance, Performance Testing, Shop Drawing Review	***Basic***

Engineering:

II. PRELIMINARY PROJECT PLANNING & DEVELOPMENT

(1) Environmental Document Preparation & Public Involvement	***Special***
(2) Field Surveying & Photogrammetry	***Special***

Engineering:

III. PRELIMINARY ENGINEERING, FINAL DESIGN & CONSTRUCTION

Preliminary Engineering:

(1) Preliminary Field Surveying	***Special***
(2) Data Collection	***Basic***
(3) Geographical Information System (GIS)	***Basic***
(4) Engineering Verification of ***"Raymondville Drain Outfall Study"*** (Hydrologic Analysis, Hydraulic Analysis, Flood Plain Mapping)	***Basic***
(5) Alternate Solutions /Recommendations for Final Design	***Basic***
(6) ***"Preliminary Engineering Report"***	***Basic***

Final Design	
(7) Right of Way Data and Map	***Special***
(8) Design Field Surveying	***Special***
(9) Geotechnical Investigations and Reports	***Special***
(10) Permitting	***Basic***
(11) Channel / Drainage Design	***Basic***
(12) Roadway Design	***Basic***
(13) Bridge Design	***Basic***
(14) Plans, Specifications & Estimates (PS&E)	***Basic***
Construction	
(15) Engineering data for Bidding Documents	***Basic***
(16) Engineering Project Site Inspection:	***Special***
a. Engineering support & data for Defects & Deficiencies	***Special***
b. Preparation of daily and weekly construction reports	***Special***
c. Measurement / calculations of construction work performed	***Special***
d. Inspection of contractor's construction activities	***Special***
(17) Construction Field Surveying	***Special***
(18) Shop Drawing Review	***Basic***
(19) Control of Materials & Equipment	***Special***
(20) Engineering data for Change Orders	***Special***
(21) Final Acceptance – Performance Testing	***Special***
(22) Final Acceptance – As-Built Drawings	***Basic***

EXPANDED DESCRIPTIONS OF SERVICES. The expanded descriptions of the services to be provided by the **Engineer** are described on the following pages.

I. GENERAL CONTRACT MANAGEMENT (*GCM*)

The following outline provides details for the ***basic*** and ***special services*** to be provided by the **Engineer** under *GCM* services of this Agreement.

For these services, the primary role of the **Engineer** will be to manage, as *GCM* **Manager**, the **Project Team**, consisting of various sub-providers, in the development of the **Project** as defined and more particularly described in **EXHIBIT "B1"** attached to this Agreement. (The **Project Team** is identified in the organizational chart shown in **EXHIBIT "B2"** attached to this Agreement.) The *GCM* services will include the following:

***GCM* for Preliminary Project Planning and Development**. In general, this will include the *management* of the preliminary planning process and advance project development (APD) that is required for the **Project**. (Specific requirements for *engineering* activities are outlined later in this exhibit.) As the *GCM* **Manager**, the **Engineer** will identify, coordinate, and implement all *management* requirements for preliminary planning and advance **Project** development for the **Project**. Specific work activities to be provided by the **Engineer** will include:

(1) ***"Administrative Policy & Procedures Manual"* (Work Plan).** The **Engineer** will create a manual that includes policy and procedures for administering the project and act as the **Work Plan** for the **Project Team**. The **Work Plan** will incorporate all requirements of the US Army Corps of Engineers (USACE) and applicable federal regulations and policies. The **Work Plan** will be approved by the **Owner**, and then distributed to the **Owner** and each **Project Team** member for the purpose of coordination and consistency in **Project** development. The **Work Plan** will be monitored and maintained by the **Engineer**; updates will be distributed to the **Owner** and each **Project Team** member as work progresses throughout **Project** development. Items to be identified in the **Work Plan** will include, but not be limited to, the following:

(a) Goals and mission of the **Project**
(b) Identification of Stakeholders
(c) Team Responsibilities
(d) Contact List
(e) Communication Policies and Procedures (chain of command, document formats, etc.)
(f) Contract Administration Procedures (invoicing, recordkeeping, etc.)
(g) Progress Report Procedures
(h) Applicable federal, state, and local regulations
(i) Coordination procedures with reviewing agencies (USACE, FEMA, County, State, etc.)
(j) **Project** Development Schedule

(2) **Project Development Schedule**. The **Engineer** will prepare a **Project Development Schedule**. This schedule will be developed from the notice to proceed with work through final record drawings. The schedule will be monitored, by the **Engineer**, throughout **Project** development. It will be provided, as well as any updates, to the **Owner** and each **Project Team** member as a part of the **Work Plan** identified in (1). The schedule will identify all major milestones and **Project** deliverables. The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established schedule.

I. *GCM* (continued).

(3) **Construction Estimate.** The **Engineer** shall prepare an estimate for the construction of the **Project**. The construction estimate shall be monitored, verified and updated throughout the course of **Project** development.

(4) **Quality Control / Quality Assurance (QC/QA).** The **Engineer** shall develop a quality control and quality assurance program for the **Project** to ensure the **Project Team** is producing quality work for the **Project.**

(5) **Subcontract Administration.** The **Engineer** shall initiate, execute and monitor all subcontracts for the duration of the **Project.** The **Engineer** shall advise and/or provide recommendations to the **Owner**, as the **Project** progresses, should additional sub-providers be required. All subcontracting and assignment will be in accordance with Article 14.

(6) **Funding Sources.** The development and construction of the **Project** may be eligible for funding from outside sources. The **Engineer**'s responsibilities regarding funding sources will include the following:

(a) ***Liason.*** The President of S&B Infrastructure, Ltd. **(Engineer)** will act as Corporate Sponsor for obtaining funding from all potential funding sources for the **Project.** The Corporate Sponsor will act as liaison for the **Owner** to applicable State and Federal resource agencies (i.e. Army Corps of Engineers, Federal Emergency Management Agency, US Fish and Wildlife Service, Texas Parks and Wildlife, etc.).

(b) The **Engineer** will identify and develop a list of all funding sources for the **Project.**

(c) The **Engineer** will prepare all required applications to funding sources.

(7) **Capital Improvement Program (CIP).** The **Engineer** will prepare a CIP based on a conceptual sequence of construction for the Project as identified in the final recommendations shown in the ***"Preliminary Engineering Report"*** developed by the Engineer under the preliminary engineering activities identified later in this exhibit. The primary focus will be to address the overall needs of the system, the funding availability, the identification of operational issues, the acquisition of right of way, and the prioritization of those needs and issues in a cost effective and efficient manner (conducive of funding availability). The CIP will be continuously monitored and updated by the **Engineer** throughout **Project** development.

(8) The **Engineer** shall ***manage*** **and coordinate** the specific ***engineering*** work activities, tasks, and/or special services for Environmental Document Preparation, Public Involvement, and Field Surveying and Photogrammetry (more particularly identified later in this exhibit under II – Preliminary Project Planning and Development).

(9) **Implement QC/QA.** The **Engineer** will monitor and perform the QC/QA program developed to ensure the quality of the Environmental Document, public involvement procedures, and the products and data from field surveying and aerial photogrammetry, and their compliance with applicable standards and requirements.

I. *GCM* (continued).

***GCM* for Preliminary Engineering, Design and Construction.**
Preliminary Engineering - The **Engineer** will ultimately deliver the final recommendations for the design of the project in the ***"Preliminary Engineering Report"***. (Specific requirements for *engineering* activities are outlined later in this exhibit under II – Preliminary Engineering, Design and Construction.) As the ***GCM* Manager**, the primary role of the **Engineer** will be to ***manage*** and coordinate the activities of the **Project Team** in the collection of geographical information and engineering data, the selection of computer software, and the distribution of **Project** information and status to the **Owner** and **Project Team** throughout the development of the ***"Preliminary Engineering Report"***. Specific ***management*** tasks to be provided by the **Engineer** will include:

(1) **Preliminary Concept Conference.** The **Engineer** will coordinate and conduct a preliminary concept conference (PCC) with the **Owner,** and any other stakeholders approved by the **Owner**. At the PCC, the **Engineer** will outline the issues and aspects involved in the development of the ***"Preliminary Engineering Report"***, identify existing conditions and design requirements, and present the approach to the development of the report for approval by the **Owner**.

(2) The **Engineer** shall ***manage*** and **coordinate the Project Team** in the preparation of specific engineering work activities, tasks, and/or special services for the final development of the ***"Preliminary Engineering Report"***, including Field Surveying, Data Collection, the development of a Geographical Information System, Hydrologic/Hydraulic Analysis, Flood Plain Mapping, Alternate Solutions, and Final Recommendations (more particularly defined with the engineering activities identified in this exhibit under II – Preliminary Engineering, Design and Construction (**Preliminary Engineering**)).

(3) **Implement QC/QA.** The **Engineer** will monitor and perform the QC/QA program developed to ensure the quality of the ***"Preliminary Engineering Report"***, and its compliance with standards of sound engineering principles and the agreed-upon design criteria established at the PCC.

(4) **Final Report: *"Preliminary Engineering Report"***. The **Engineer** will provide, to the **Owner**, five (5) bound, color copies of the ***"Preliminary Engineering Report"***, including all attachments, exhibits, preliminary layouts, sketches, profiles, and cost estimate.

(5) **Coordination with the US Army Corps of Engineer (USACE) and the Federal Emergency Management Agency (FEMA).** The development of the ***"Preliminary Engineering Report"*** will require documentation and/or coordination with the USACE and FEMA. The **Engineer** will act as a liaison for the **Owner**, and will attend any meetings, and develop / prepare any required correspondence, documentation, permits and/or applications to satisfy USACE, FEMA, and other applicable federal, state, and local regulations.

GCM* for Final Design.** After the **Owner** has approved the **Engineer**'s final recommendations as shown in the ***"Preliminary Engineering Report" and the recommendations meet all federal, state, and county permitting requirements, the **Engineer**, as the ***GCM* Manager**, will coordinate the activities of the **Project Team** during the final design of the **Project** by developing and preparing all policies and procedures, managing the sub-providers activities and performance, and performing quality control and quality assurance for all design documents associated with the **Project**. One of

I. *GCM* (continued).

the primary deliverables for the **Engineer** to provide the **Owner** is a complete and approved set of plans, specifications, and estimate (PS&E) for each phase of construction of the **Project**. Specific ***management*** work activities to be provided by the **Engineer** will include:

(1) ***"Design Policy & Procedures Manual"***. The **Engineer** shall prepare a policy and procedures manual for final design to be used by the **Project Team** in the development of the **Project**. The purpose of this manual will be to set policy with regards to the approved design criteria, and to provide consistency in the development of the documents for design, plans, specifications and estimates. Once the manual is approved by the **Owner**, it will be distributed by the **Engineer** to each member of the **Project Team**. The **Engineer** will be responsible for updating and maintaining the manual and distributing any revisions throughout **Project** development. Items to be identified in the ***"Design Policy & Procedures Manual"*** will include, but not be limited to, the following:
   (a) Project Description and Final Recommendations of the ***"Preliminary Engineering Report"***
   (b) Environmental
   (c) Correlation and Agreement with Other Agencies
   (d) Application of Design Standards (City, County, State, AASHTO)
   (e) Requirements for Preliminary Submittals
   (f) Basic Design Criteria
   (g) Preparation for Plans, Specifications, and Estimate (PS&E) Submittals
   (h) Formats for Supporting Documents
   (i) CADD Standards
   (j) Specifications

(2) **Design Concept Conference**. The **Engineer** shall coordinate and conduct a design concept conference (DCC) with the **Owner** and **Project Team**. At the DCC, the **Engineer** will distribute the ***"Design Policy & Procedures Manual"***, and discuss the **Project Development Schedule**.

(3) The **Engineer** shall ***manage*** and **coordinate the Project Team** in the development of the documents for final design, including: Right of Way Data, Design Field Surveying, Geotechnical Investigations, Permitting, Channel/Drainage Design, Roadway Design, Bridge Design, PS&E, and other miscellaneous design and plan preparation items (more particularly defined with the engineering activities identified in this exhibit under II – Preliminary Engineering, Design and Construction (**Final Design**)).

(4) **Implement QC/QA**. The **Engineer** shall monitor and perform the QC/QA program developed to ensure the quality of the documents associated with Right of Way Data (Mapping), Design Field Surveying, Geotechnical Investigations, Permitting, Channel/Drainage Design, Roadway Design, Bridge Design, PS&E, and other miscellaneous design and plan preparation items (more particularly defined with the engineering activities identified in this exhibit under II – Preliminary Engineering, Design and Construction (**Preliminary Engineering**)). These designs shall in all respects combine the application of sound engineering principles with a high degree of economy and shall be submitted to the applicable city, county, state, and/or federal agencies for approval.

I. *GCM* (continued).

GCM* for Construction.** The **Engineer** shall provide construction ***management services for each authorized construction contract of the **Project**. The **Engineer** shall also assist the **Owner** in the advertisement for construction bids, the opening and tabulation of the bids, provide a recommendation as to the proper action on all bid proposals received, and assist in the preparation of formal contract documents for the award of contracts. Specific ***management*** work activities to be provided by the **Engineer** will include:

(1) ***"Construction Management Policy & Procedures Manual"***. The **Engineer** shall create a manual that outlines the policy and procedures for the ***management*** and administration of construction of the **Project**. The manual's information will include, but not be limited to, construction contract recordkeeping (daily reports, weekly reports, monthly progress reports, etc.), contractor payment, change order format and procedures, site inspection, scheduling, and final inspection.

(2) **Construction Bidding**. The **Engineer** shall perform the following in preparation of the construction bidding documents:

(a) Upon completion of **QC/QA**, the **Engineer** shall furnish to the **Owner** all necessary copies of approved plans, specifications, notices to bidders, and proposals for each authorized construction contract.

(b) The **Engineer** shall assist the **Owner** in advertising for each authorized construction contract for the **Project**.

(c) The **Engineer** shall assist the **Owner** in the opening and tabulation of bids for each authorized construction for the **Project**, and recommend to the **Owner** as to the proper action on all bid proposals received.

(d) The **Engineer** shall assist the **Owner** in the preparation of formal contract documents for the award of construction contracts.

(3) **Owner's Representative.** In general, the **Engineer** shall provide the ***management*** activities required for consultation and advisement to the **Owner** during construction, and act as the **Owner's** representative as provided in the General Conditions of the Construction Contract. The extent and limitations of the duties, responsibilities and the authority of the **Engineer** as assigned in the General Conditions of the Construction Contract shall not be modified, except as the **Engineer** may otherwise agree in writing.

(4) **Defects and Deficiencies**. In providing the ***management and administration*** of the authorized construction contract, the **Engineer** shall use the **Engineer's** best efforts to protect the **Owner** against defects and deficiencies in the work of the construction contractor, hereinafter called the "**Contractor**". The **Engineer** does not guarantee the performance of the **Contractor**; however, the **Engineer** will promptly notify the **Owner** of any such defect or deficiency, and take all steps possible to require the **Contractor** to correct the defect or deficiency.

(5) **Progress Reports.** The **Engineer** will obtain the daily and weekly reports provided from the ***engineering*** activities identified under II – Preliminary Engineering, Design, and Construction

I. *GCM* (continued).

(**Construction**) in this exhibit and prepare monthly progress report, which outlines the construction progress in a form and manner satisfactory to the **Owner**.

(6) **Contractor Payment**. The **Engineer** shall obtain the measurements and calculated quantities prepared under the ***engineering*** activities identified under II – Preliminary Engineering, Design, and Construction (**Construction**) in this exhibit, and prepare the monthly and final estimates for payments to the **Contractor** for those items of work accepted and conforming to the construction contract specifications. The **Engineer** will furnish to the **Owner** any necessary certifications as to payments to the **Contractor** and suppliers. *Note: The* **Engineer** *is not responsible for actual payments to the* **Contractor**.

(7) The **Engineer** will coordinate and monitor the **Project** site inspection of the authorized construction contract by providing the following:

(a) ***Project Manager***. The **Engineer** will provide visits by the ***Project Manager*** or a competent representative of the **Engineer** to the site of construction at least twice a month for the purpose of monitoring the Project Engineer's performance and **Contractor**'s progress and conformance to the construction contract plans and specifications. In the capacity of site inspection, the **Engineer** will issue instructions from the **Owner** to the **Contractor**, the ***Project Engineer*** and/ or ***Resident Engineer***, issuing necessary interpretations and clarifications of construction contract documents, and make recommendations to the **Owner** as to the acceptability of the **Contractor**'s progress and work.

(8) **Implement QC/QA**. The **Engineer** will monitor and perform the QC/QA program developed to ensure the quality of the ***engineering*** services and documents associated with Field Surveying, Shop Drawings, Control of Materials & Equipment, Change Orders, Performance Testing, and As-Built Drawings more particularly identified under II – Preliminary Engineering, Design, and Construction (**Construction**) in this exhibit. These services shall in all respects combine the application of sound engineering principles with a high degree of economy and shall be submitted to the applicable city, county, state, and/or federal agencies for approval.

(9) **Change Orders.** When applicable, the **Engineer** will review and provide recommendations for all change orders developed under II – Preliminary Engineering, Design, and Construction (**Construction**) in this exhibit for purpose of preparing construction contract change orders. These change orders may be required due to actual field conditions encountered or new requirements directed by the **Owner**. The **Engineer** will prepare, explain, and submit proposed change orders, when applicable.

(10) **Final Acceptance.** Following the completion of construction by the **Contractor**, the **Engineer** will provide the ***management*** services required for the final inspection and recommendation for **Project** acceptance. This will include coordinating the activities required for the inspection for conformance and record-keeping of the necessary performance tests required by the construction contract specifications. The **Engineer** will also review and approve all as-built drawings (to show the work as actually constructed), and furnish to the **Owner** five sets of prints of the as-built drawings.

Note: Services to be provided by the **Engineer** for Items II and III primarily involve the ***engineering*** work tasks for the **Project**.

II. PRELIMINARY PROJECT PLANNING & DEVELOPMENT

In general, this will include all ***engineering*** activities required for the advance project development. Primarily, this will involve the research and coordination for the social, economic and environmental impacts, public involvement and preliminary field surveying /aerial photography of the **Project**. Specific ***engineering*** activities to be provided by the **Engineer** will include:

Environmental Document Preparation and Public Involvement

(1) The **Engineer** shall prepare an environmental document in accordance with the National Environmental Policy Act (NEPA) and the applicable Code(s) of Federal Regulations. The **Engineer** will prepare an environmental document ***in anticipation of a Finding of No Significant Impact (FONSI)***, as identified by the NEPA process. This document will include, at a minimum, the following:
   (a) **Project** description
   (b) need for **Project**
   (c) alternatives considered
   (d) impacts (socioeconomic, cultural resource, water resource, air quality, noise quality, biological, prime/unique farmland, construction impacts, hazardous materials)
   (e) conclusion
   (f) Project location map
   (g) preliminary structure and channel locations/layouts
   (h) scanned photographs

(2) The **Engineer** shall conduct and coordinate all public involvement in accordance with the National Environmental Policy Act (NEPA) and the applicable Code(s) of Federal Regulations.

(3) The **Engineer** shall coordinate with all resource agencies, government entities, and private landowners involved or impacted in the development of the **Project**. This will include individual meetings, newsletters and notices, as required.

(4) The **Engineer** shall coordinate and conduct the following formal public meetings:

   (a) Two Public Meetings (one each in Hidalgo County and Willacy County) – These meetings will be scheduled to present the **Project** concept, including preliminary layouts and requirements for the **Project**, for the purpose of obtaining preliminary public comment.

   (b) Two Public Hearings (one each in Hidalgo County and Willacy County) – After completion / preliminary approval of the environmental document and applicable approval to move the Project forward for further processing, public hearings will be scheduled to present the approved draft environmental document and the **Project** layout (schematic) for the purpose of obtaining final public comment.

(5) The **Engineer** shall develop a **Project** coordination and mailing list.

(6) The **Engineer** shall prepare required presentation materials (including hand-outs, agenda, and sign-in roster) and exhibits for two public meetings and two public hearings.

II. Preliminary Project Planning & Development (continued).

(7) The **Engineer** shall prepare and submit a written document summarizing each proceeding: two Public Meeting Reports and two Public Hearing Reports.

Field Surveying and Photogrammetry

(8) *Right of Entry*: It will be the responsibility of the **Engineer** to secure written permission to enter private property for purposes of survey, environmental and engineering investigations. The **Engineer** will, at all times, contact the property owner prior to any entry onto the property owner's property. The property owner will be informed, by the **Engineer**, the name of the survey party chief or other primary person of contact during each entry.

(9) For the purpose of schematic development, including a geographical information system of the **Project**, a map background will be developed by the **Engineer** through the use of field surveying and aerial photogrammetry.

(10) The **Engineer** shall establish primary **Project** control for field surveying by establishing horizontal and vertical control points, and establish secondary **Project** control for aerial photogrammetry to tie ground control to the State Plane Coordinate System.

(11) The **Engineer** shall obtain the following photogrammetric products:
- (a) Contact Prints and mosaics
- (b) Planimetric maps
- (c) Contour maps
- (d) Cross Sections
- (e) Digital Terrain Model (DTM)

III. PRELIMINARY ENGINEERING, DESIGN & CONSTRUCTION

These services to be provide by the **Engineer** will be divided into three phases with ***engineering*** work activities as follows:

(A) – **Preliminary Engineering.** For this phase, the **Engineer** will ultimately deliver the ***"Preliminary Engineering Report"***. The ***"Preliminary Engineering Report"*** shall be based on the Engineer's review and engineering verification of the ***"Raymondville Drain Outfall Study"*** (to be provided by the **Owner**). Should the review and engineering verification by the Engineer indicate errors or omission in the ***"Raymondville Drain Outfall Study"***, corrections of such errors or omissions shall be the responsibility of the **Owner**, or deemed by the **Owner** as additional work to be performed by the **Engineer** and compensated in accordance with Articles 8 and 9 of this Agreement. Subsequently, the **Engineer** will prepare the ***"Preliminary Engineering Report"*** in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the **Owner**; to include preliminary layouts, sketches, and cost estimates for the **Project**, and to set forth clearly the **Engineer's** recommendations. Specific ***engineering*** work activities, tasks, and/or special services to be provided by the **Engineer** will include:

Preliminary Field Surveying

(1) The **Engineer** shall establish benchmark identifications.

(2) The **Engineer** shall obtain data for existing drainage facilities and/or structures, including size, type, and flowline (upstream & downstream) elevations of structures.

(3) The **Engineer** shall obtain profiles of intersecting roadways that cross existing and proposed channels.

(4) The **Engineer** shall obtain flood plain and channel cross-sections (along with appropriate overbank data), and establish reach lengths, as required.

Data Collection

(5) The **Engineer** shall perform site visits for field reconnaissance.

(6) The Engineer shall identify and obtain data to include, but not be limited to:

Previous Studies:

(a) Available previous hydraulic and/or engineering studies
(b) Previous documentation and/or studies for Federal Emergency Management Agency (FEMA) floodway requirements.

Land Records:

(c) Parcel mapping
(d) Property assessment
(e) USGS topographic mapping

Property and Facility Management

(f) Land acquisition and disposition
(g) Building and property inventory

Land Use Planning and Zoning

(h) General plan mapping
(i) Zoning mapping
(j) Demographic mapping
(k) Economic development
(l) Linking to permitting systems
(m) Existing aerial photographs and/or mapping

Engineering

(n) Storm drain mapping
(o) Subdivision review/lot mapping
(p) Street mapping

Public Safety

(q) Emergency preparedness plans

Environmental Assessment

(r) Wetland mapping
(s) National Pollution Discharge Elimination System (NPDES) permitting
(t) Facility mapping
(u) Vegetation mapping
(v) Coastal zone management

Elections

(w) District Boundary definition

Geographical Information System

(7) The **Engineer** shall develop a Geographical Information System (GIS) utilizing Environmental Systems Research Institute, Inc. (ESRI) ArcView with 3-D Analyst and GIS StreamPro. Import the collected data into ArcView for mapping purposes and presentations to facilitate the decision-making and analytical process for the development of the ***"Preliminary Engineering Report"***. ArcView will also be used to export data to the USACE Hydrologic Center's computer program HEC-River Analysis System (HEC-RAS), which will be used to develop the engineering models required for the hydraulic analysis of each channel (and associated tributaries) and the plotting of the resultant floodplains. Specifically, ArcView will be used to export this data to HEC-RAS where it will be combined with the field surveyed channel data in order to construct full flood plain cross sections that reflect accurate channel and overbank data for the HEC-RAS models.

Note: During the performance of the following hydrologic/ hydraulic analysis and the development of the alternate solutions and final recommendation, the **Engineer** will address and incorporate any findings of the environmental documentation process.

Hydrologic Analysis

(8) The **Engineer** shall verify the hydrologic analyses of the Raymondville drainage watershed(s); the drainage area of the watershed will be divided into sub-areas and peak flow rate computations will be based on standard design storms, unit hyodrographs, and routing routines.

(9) The **Engineer** shall verify the comparison of peak flow rates with any available data from the National Flood Insurance Program (NFIP) or other studies to determine consistency of results.

Hydraulic Analysis

(10) The **Engineer** shall verify the hydraulic analysis for each existing and proposed structure location utilizing the HEC-RAS computer program; utilizing Manning's Equation to compute water surface profiles with the inputs of cross-section data, roughness coefficients, and flow rates. Specific steps for the hydraulic analysis are outlined in tasks (11) through (16) below.

(11) The **Engineer** shall create the terrain Triangulated Irregular Network (TIN). This will be developed from a combination of field survey, aerial photogrammetry, and topographic mapping data in the development of a point table. With this point table, an event theme will be created in ArcView, which will create the terrain TIN with 3-D Analyst.

(12) The **Engineer** shall create 2-dimensional lines representing the channel centerline, high bank locations, flow path lines, and cross-section locations by locating the various and required polylines over the terrain TIN; develop the watershed layout over the base map.

(13) The **Engineer** shall create the HEC-RAS GIS import file (ASCII text file); this will involve the correlation of the alignment of the cross-sections with the terrain TIN by extracting the elevations from the terrain TIN and creating a 3-dimensional cross-section theme.

(14) For verification of measured elevations, the **Engineer** shall edit the HEC-RAS GIS import file by selectively replacing the points taken from the terrain TIN at the channel with actual channel points obtained by the field survey. (In lieu of editing the HEC-RAS GIS import file,

verification of measured elevations may also be accomplished by snapping to the survey points in the CAD file and copied to the 2-dimensional cross-section them.)

(15) The **Engineer** shall verify the HEC-RAS modeling of the existing and proposed structures within the Raymondville drainage watershed, and compare the hydraulic results to the effective FIS and existing 100-year flood levels for the Raymondville outfall and its tributaries.

(16) After the HEC-RAS model is satisfactory and the output deemed acceptable, the **Engineer** shall apply the GIS export function to create the HEC-RAS GIS export file in preparation for the flood plain mapping.

Flood Plain Mapping

(17) Utilizing the HEC-RAS GIS export file, and ArcView GIS StreamPro, the **Engineer** shall map the floodplain over the terrain TIN.

(18) The **Engineer** shall compare the results by placing the resulting floodplain mapping over the existing Fiood Insurance Rate Map (FIRM): scan the FIRM and bring into ArcView an image for this comparison.

Alternate Solutions and Recommendations

(19) The **Engineer** shall prepare cost estimates for each alternate solution and final recommendation.

(20) The **Engineer** shall summarize each alternate solution in sufficient detail to indicate clearly the problems involved in order for the **Owner** to make the appropriate comparisons to the **Engineer**'s final recommendations and provide the approval for the final design of the **Project**.

(21) The **Engineer** shall provide a formal and clearly outlined recommendation regarding the final design of the **Project**.

Final Report

(22) The **Engineer** shall prepare five (5) bound, color copies of the final ***"Preliminary Engineering Report"***, including all attachments, exhibits, preliminary layouts, sketches, profiles, and cost estimates.

(B) –Final Design. After the **Owner** has approved the **Engineer**'s final recommendations as shown in the ***"Preliminary Engineering Report"*** and the recommendations meet all federal, state, and county regulations and requirements (including permittiing), the **Engineer** will perform all required ***engineering*** activities to provide the **Owner** with a complete and approved set of plans, specifications, and estimate (PS&E) for each phase of construction of the **Project**. Specific ***engineering*** activities, tasks, and/or special services to be provided by the **Engineer** will include:

Right of Way Data

(1) The **Engineer** shall provide a right of way (ROW) map to the **Owner** that properly describes the ROW the **Owner** is to acquire. All procedures and tasks involved in the development of the ROW map will be in accordance with the **Owner**'s local operating procedures and the

Texas Board of Professional Land Surveying Practices Act. Individual activities and/or requirements include:

(a) Abstracting – The **Engineer** shall perform a preliminary title search and determine ownership information.

(b) Surveying – The **Engineer** shall obtain the required survey data needed to establish existing and proposed right-of-way lines, channel centerline alignment, private property lines, county and/or city limits, and any topographic information not clearly indicated by the aerial photogrammetry.

(c) The **Engineer** shall prepare the ROW map.

(d) The **Engineer** shall prepare field note descriptions, signed and sealed by a Registered Professional Land Surveyor, for each parcel of land to be acquired as shown on the ROW map.

(e) The **Engineer** shall prepare parcel plats for each parcel of land to be acquired as shown on the ROW map. All parcel plats will be prepared on 8-1/2" x 11" sheets and signed and sealed by a Registered Professional Land Surveyor.

(f) Any revisions required to the ROW map, and associated documents, shall be made by the **Engineer** promptly, and at no additional cost or expense to the **Owner**. The **Engineer** shall immediately furnish such revised right of way map, and associated documents to the **Owner** at no additional cost or expense to the **Owner**.

Design Field Surveying

(2) The **Engineer** shall perform field surveys and provide field layouts and/or information necessary to collect information required in the final design of the **Project**. This may include, but not be limited to, additional channel sections for the determination of final earthwork, roadway cross sections and profiles for intersecting roadways, soil bore staking, and right of way staking.

Geotechnical Investigations

(3) The **Engineer** shall perform geotechnical investigations and testing for the purpose of foundation studies and design for any pavement, retaining walls, bridges, and/or miscellaneous structures that may be required for final design.

Permitting

(4) The **Engineer** shall furnish the necessary engineering data required to apply for regulatory permits from local, state, or federal authorities.

Channel/Drainage Design

(5) The **Engineer** shall perform channel / drainage design for the proposed improvements to existing channels and/or facilities, as well as the proposed channels of the **Project**. The design of drainage improvements shall conform to the **Project** design criteria, and when possible the standard designs, required by the owner (city, county, or state) of any associated roadways. These designs shall in all respects combine the application of sound engineering principles

III. Preliminary Engineering, Design and Construction (continued).

with a high degree of economy, and shall be submitted to the applicable city, county, state, and/or federal agencies for approval.

Roadway Design

(6) The **Engineer** shall perform roadway design for any intersecting roadway approaches to the proposed improvements to the existing channels and / or proposed channels of the **Project**. The design of these roadways shall conform to the **Project** design criteria, and when possible the standard designs, required by the owner (city, county, or state) of the associated roadway. These designs shall in all respects combine the application of sound engineering principles with a high degree of economy, and shall be submitted to the applicable city, county, state, and/or federal agencies for approval.

Bridge Design

(7) The **Engineer** shall perform bridge design required for any roadway crossings to the proposed improvements to the existing channels and / or proposed channels of the **Project**. The design of these bridges shall conform to the **Project** design criteria required by the owner (city, county, or state) of the associated bridge structure and/or roadway, and the requirements set forth by the American Association of State Highway and Transportation Officials (AASHTO), "Standard Specifications for Highway Bridges". These designs shall in all respects combine the application of sound engineering principles with a high degree of economy, and shall be submitted to the applicable city, county, state, and/or federal agencies for approval.

(8) Prior to performing structural detailing, the **Engineer** shall provide a bridge layout to the governing entity of the associated bridge structure and/or roadway for approval. Each bridge layout will include the required information set forth by the governing entity.

Plans, Specifications & Estimates (PS&E)

(9) The **Engineer** shall prepare contract drawings, specifications and estimates for construction of the **Project** or portions of the **Project** as authorized by the **Owner**. These documents shall in all respects combine the application of sound engineering principles with a high degree of economy, and shall be submitted to the applicable city, county, state, and/or federal agencies for approval.

(10) All final plan sheets shall be developed, by the **Engineer,** on 11" x 17" reproducible, 4 mil, double-matte, white, opaque film.

(11) Graphics files shall be developed by the **Engineer** in Microstation design file format, and must plot consistent with the reproducible plots submitted.

(12) **Plan Sheets**. Plan sheets developed by the **Engineer** shall include, but not be limited to, title sheet, typical sections, sequence of construction, traffic control (as applicable), specification data (including schedules for minimum sampling and testing), estimate and quantity, plan-profile, channel details, roadway details (as applicable), bridge and culvert details, hydraulic details, and standards. (Standards may be used from governing entities, but must be signed and dated by the **Project Engineer** of responsible supervision as being applicable to the **Project**.)

(13) **Specifications**. Whenever possible, the **Engineer** shall use the Texas Department of Transportation's 1993 Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges. Other specifications may be developed by the **Engineer**, but must incorporate, to the extent possible, references to standard requirements of AASHTO design and AASHTO testing procedures.

(14) **Estimates**. The **Engineer** shall prepare detailed cost estimates and proposals of authorized construction, which shall include summaries of bid items and quantities based, insofar as practicable, on the unit price system of bidding. The **Engineer** shall not be required to guarantee the accuracy of those estimates.

(C) –Construction. The **Engineer** shall provide ***engineering*** services for each authorized construction contract of the **Project**. Specific ***engineering*** work activities, tasks, and/or special services to be provided by the **Engineer** will include:

Construction Bidding

(1) The **Engineer** shall prepare the documents for all necessary copies of approved plans, specifications, notices to bidders, and proposals.

Note: Services for assistance in advertising for each authorized construction contract for the **Project**, opening and tabulation of bids, recommendations to the **Owner** as to the proper action on all bid proposals received, and the preparation of formal contract documents for the award of each construction contract will be performed by the **Engineer**, as **GCM Manager** (as more particularly identified under I – General Contract Management).

Project Site Inspection

(2) In general, the **Engineer** shall provide the ***engineering support and data*** required for consultation and advisement to the **Owner**, and to protect the Owner against defects and deficiencies in the work of the **Contractor**.

(3) **Daily and Weekly Reports.** The **Engineer** shall provide the ***engineering support and data*** required to monitor the **Contractor**'s progress with daily and weekly reports as outlined in the ***"Construction Management Policy & Procedures Manual*** developed and more particularly identified under I – General Contract Management in this exhibit. This information will be provided to the ***GCM*** for the development of the ***monthly progress report*** to be provided to the **Owner** as identified under I- General Contract Management in this exhibit.

(4) **Contractor Payment**. The **Engineer** shall take measurements and calculate quantities, in accordance with the construction contract specifications, of those items of work accepted and conforming to the construction contract specifications, for the preparation of the monthly and final estimates for payment to the **Contractor** as identified and performed under I – General Contract Management in this exhibit. *Note: The **Engineer** is not responsible for actual payments to the **Contractor**.*

(5) The **Engineer** will provide **Project** site inspection of the authorized construction contract as follows:

III. Preliminary Engineering, Design and Construction (continued).

(a) ***Project Engineer***. The **Engineer** will provide visits by the ***Project Engineer*** or a competent representative of the **Engineer** to the site of construction at least three times each week for the purpose of monitoring the **Contractor**'s progress and conformance to the construction contract plans and specifications.

(b) ***Resident Engineer***. If authorized by the **Owner**, the **Engineer** will furnish the services of a ***Resident Engineer*** and/or construction inspector(s) for continuous on-the-site inspection construction.

Miscellaneous Technical Activities

(6) **Construction Field Surveying.** The **Engineer** shall perform all field surveys and field layouts, including construction staking and right of way staking.

(7) **Shop Drawings.** The **Engineer** shall review and check all shop or working drawings furnished by the **Contractor.**

(8) **Control of Materials & Equipment.** The **Engineer** shall provide inspection of all materials and equipment furnished/used by the **Contractor** as follows:

(a) Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction contract specifications.

(b) Observe and/or perform **Project** record testing and/or independent assurance testing as outlined in the construction contract specifications.

(9) **Change Orders.** When applicable, the **Engineer** will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction contract change orders, which may be required due to actual field conditions encountered or new requirements directed by the **Owner.**

Final Acceptance

(10) **Performance Testing**. Following the completion of construction by the **Contractor**, the **Engineer** shall provide the engineering support and data required for the initial operation of the **Project**. This will include inspection for conformance and record-keeping for the necessary performance tests required by the construction contract specifications. The **Engineer** will provide this inspection with either the ***Project Engineer*** or ***Resident Engineer***, as directed by the **Owner.**

(11) **As-Built Drawings**. The **Engineer** shall develop as-built drawings to show the work as actually constructed.

EXHIBIT "B1"
Project Description

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
MASTER DRAINAGE SYSTEM PHASE II

The development and implementation of Hidalgo County Drainage District No. 1 Master Drainage System Phase II for the design and expansion of the Raymondville Drain Outfall System (incorporated herein by reference as the "**Project**") involves advance planning, preliminary engineering and design, final design and plans, specifications, and estimates (PS&E), right of way map preparation, and construction of proposed improvements. The proposed improvements include approximately 12.0 miles of new storage channel/ditch facilities, as well as the widening of 48.0 miles of existing channels/ditches. In addition, the "La Sal Vieja Lake" will serve as a storage pond in order to facilitate drainage of the expanded Raymondville Drain Outfall System. Also included along the drainage outfall system, are the proposed improvements involving associated facilities such as bridges, culverts, headwalls, utility crossings, and downdrains.

The **Project** is located in both Hidalgo and Willacy Counties. The **Project** limits start on the east side of Lake Edinburg where the new storage ditch will drain north for about 4.0 miles, then east for 8.0 miles toward the existing West Hargill Drain. At this point, the **Project** involves widening of the existing West Hargill Drain, which spans 11.0 miles where it connects to the existing Raymondville Drain and the "La Sal Vieja Lake" Ditch. At this connection point, Raymondville Drain, as well as the "La Sal Vieja Lake" Ditch, will be widened, where widening along the existing Raymondville Drain will span approximately 33.0 miles to the final outfall point, the Laguna Madre.

EXHIBIT "B2"
Project Team

Master Drainage System Phase II

Hidalgo County Drainage District No. 1

S&B Infrastructure, Ltd.

***R. Gutierrez Engineering Corporation**

***Quintanilla Headley & Associates**

***GCM* Management**
Preliminary Planning & Engineering
Final Design and PS&E
Construction Management
Policy & Procedure, QC/QA
Engineering Services/Support

***Hydro/Hydra Studies**
****Field Surveying & Abstracting**

TEDSI Infrastructure Group

Full Engineering Services
State Bridges

Hinojosa Engineering, Inc.

Full Engineering Services
County Bridges

Sesin Engineering, PLLC.

Full Engineering Services

EXHIBIT "C"
Work Schedule

A detailed work schedule for each **Work Authorization**, identified and more particularly described in Article 7 of this Agreement, shall be prepared by the **Engineer** to be submitted and approved at the Design Concept Conference (as defined in **EXHIBIT "B"** attached to this Agreement) for each **Work Authorization**. The work schedule will provide specific work sequence and definite review times by the **Owner** and the **Engineer** of the work performed.

The **Engineer** will diligently pursue the completion of each **Work Authorization** as defined by the milestones and deliverable due dates outlined in each **Work Authorization**'s associated work schedule.

The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established work schedule.

EXHIBIT "D"

Contract Rates

LABOR (S&B INFRASTRUCTURE, LTD.):

Job Description (NSPE Grade)	Base Rate*	Contract Rate**	Base Rate*	Contract Rate**	Base Rate*	Contract Rate**	Base Rate*	Contract Rate**
	2000	2000	2001	2001	2002	2002	2003	2003
Principal(XV)	76.92	227.40	80.77	238.78	84.81	250.72	89.05	263.26
Director of QC/QA(XII)	75.00	221.72	78.75	232.81	82.69	244.46	86.82	256.67
Project Manager (VIII)	50.00	147.82	52.50	155.21	55.13	162.98	57.89	171.14
Engineer (V) Structural	40.00	118.25	42.00	124.16	44.10	130.37	46.31	136.91
Engineer (V) Hydraulic/Civil	38.50	113.82	40.43	119.52	42.45	125.49	44.57	131.76
Engineer (III,IV) Civil	34.00	100.51	35.70	105.54	37.49	110.83	39.36	116.36
Resident Engineer (Construction)	36.00	106.43	37.80	111.75	39.69	117.34	41.67	123.19
Cost Engineer	31.00	91.65	32.55	96.23	34.18	101.05	35.89	106.10
Environmental Scientist	29.00	85.73	30.45	90.02	31.97	94.51	33.57	99.24
Accounting Clerk	21.00	62.08	22.05	65.19	23.15	68.44	24.31	71.87
Construction Inspector	21.00	62.08	22.05	65.19	23.15	68.44	24.31	71.87
CADD Operator (I)	16.00	47.30	16.80	49.67	17.64	52.15	18.52	54.75
Secretary	13.00	38.43	13.65	40.35	14.33	42.36	15.05	44.49

Direct labor =	100.00%
Overhead =	**157.07%**
Direct Labor + Overhead =	257.07%
Profit Rate% =	15%
(257.07% X 0.15)	38.561
Multiplier = (257.07 + 38.5605)/100=	**2.9563**

* Base Rate = estimated raw salary without burden
**These are the labor rates to be used to negotiate work orders fo special or excluded services, and/or additonal work.

Increase in LABOR rates per year: 5%
Overhead rates may be adjusted as determined through audi

MAXIMUM SUBCONTRACT LABOR RATES:

Job Description (NSPE Grade)	Contract Rate***	Contract Rate***	Contract Rate***	Contract Rate***
	2000	2001	2002	2003
Engineering				
Principal(XV)	$168.00	$176.40	$185.22	$194.48
Project Manager (VIII)	$153.00	$160.65	$168.68	$177.11
Engineer (V) Structural	$140.00	$147.00	$154.35	$162.07
Engineer (V) Hydraulic/Civil	$125.00	$131.25	$137.81	$144.70
Engineer (III,IV) Civil	$120.00	$126.00	$132.30	$138.92
Engineer (I,II) Civil	$100.00	$105.00	$110.25	$115.76
Designer (V)	$86.00	$90.30	$94.82	$99.56
Resident Engineer (Construction)	$107.00	$112.35	$117.97	$123.87
Construction Inspector	$65.00	$68.25	$71.66	$75.24
CADD Operator (II)	$61.00	$64.05	$67.25	$70.61
Secretary	$55.00	$57.75	$60.64	$63.67
Surveying				
RPLS	$92.00	$96.60	$101.43	$106.50
Project Supervisor (SIT)	$80.00	$84.00	$88.20	$92.61
Survey Technician	$67.50	$70.88	$74.42	$78.14
Abstractor	$61.00	$64.05	$67.25	$70.61
2-man Survey Crew	$100.00	$105.00	$110.25	$115.76
3-man Survey Crew	$125.00	$131.25	$137.81	$144.70
-man Survey Crew	$150.00	$157.50	$165.38	$173.65

***These are the maximum labor rates to be negotiated for subcontracts.

EXHIBIT "D"

Contract Rates

LABOR (S&B INFRASTRUCTURE, LTD.):

Job Description (NSPE Grade)	Base Rate*	Contract Rate**	Base Rate*	Contract Rate**	Base Rate*	Contract Rate**	Base Rate*	Contract Rate**
	2004	2004	2005	2005	2006	2006	2007	2007
Principal(XV)	93.5	276.41	98.18	290.25	103.09	304.76	108.24	319.99
Director of QC/QA(XII)	91.16	269.50	95.72	282.98	100.51	297.14	105.54	312.01
Project Manager (VIII)	60.78	179.68	63.82	188.67	67.01	198.10	70.36	208.01
Engineer (V) Structural	48.63	143.76	51.06	150.95	53.61	158.49	56.29	166.41
Engineer (V) Hydraulic/Civil	46.80	138.35	49.14	145.27	51.60	152.55	54.18	160.17
Engineer (III,IV) Civil	41.33	122.18	43.40	128.30	45.57	134.72	47.85	141.46
Resident Engineer (Construction)	43.75	129.34	45.94	135.81	48.24	142.61	50.65	149.74
Cost Engineer	37.68	111.39	39.56	116.95	41.54	122.80	43.62	128.95
Environmental Scientist	35.25	104.21	37.01	109.41	38.86	114.88	40.80	120.62
Accounting Clerk	25.53	75.47	26.81	79.26	28.15	83.22	29.56	87.39
Construction Inspector	25.53	75.47	26.81	79.26	28.15	83.22	29.56	87.39
CADD Operator (I)	19.45	57.50	20.42	60.37	21.44	63.38	22.51	66.55
Secretary	15.80	46.71	16.59	49.05	17.42	51.50	18.29	54.07

Direct labor =	100.00%
Overhead =	**157.07%**
Direct Labor + Overhead =	257.07%
Profit Rate% =	15%
(257.07% X 0.15)	38.561
Multiplier = (257.07 + 38.5605)/100=	**2.9563**

* Base Rate = estimated raw salary without burden
**These are the labor rates to be used to negotiate work orders fo special or excluded services, and/or additonal work.

Increase In LABOR rates per year: 5%
Overhead rates may be adjusted as determined through audit.

MAXIMUM SUBCONTRACT LABOR RATES:

Job Description (NSPE Grade)	Contract Rate***	Contract Rate***	Contract Rate***	Contract Rate***
	2004	2005	2006	2007
Engineering				
Principal(XV)	$204.20	$214.41	$225.13	$236.39
Project Manager (VIII)	$185.97	$195.27	$205.03	$215.28
Engineer (V) Structural	$170.17	$178.68	$187.61	$196.99
Engineer (V) Hydraulic/Civil	$151.94	$159.54	$167.52	$175.90
Engineer (III,IV) Civil	$145.87	$153.16	$160.82	$168.86
Engineer (I,II) Civil	$121.55	$127.63	$134.01	$140.71
Designer (V)	$104.54	$109.77	$115.26	$121.02
Resident Engineer (Construction)	$130.06	$136.56	$143.39	$150.56
Construction Inspector	$79.00	$82.95	$87.10	$91.46
CADD Operator (II)	$74.14	$77.85	$81.74	$85.83
Secretary	$66.85	$70.19	$73.70	$77.39
Surveying				
RPLS	$111.83	$117.42	$123.29	$129.45
Project Supervisor (SIT)	$97.24	$102.10	$107.21	$112.57
Survey Technician	$82.05	$86.15	$90.46	$94.98
Abstractor	$74.14	$77.85	$81.74	$85.83
2-man Survey Crew	$121.55	$127.63	$134.01	$140.71
3-man Survey Crew	$151.94	$159.54	$167.52	$175.90
-man Survey Crew	$182.33	$191.45	$201.02	$211.07

***These are the maximum labor rates to be negotiated for subcontracts.

EXHIBIT "D"

Contract Rates

LABOR (S&B INFRASTRUCTURE, LTD.):

Job Description (NSPE Grade)	Base Rate*	Contract Rate**	Base Rate*	Contract Rate**	Base Rate*	Contract Rate**	Base Rate*	Contract Rate**
	2008	2008	2009	2009	2010	2010	2011	2011
Principal(XV)	113.65	335.98	119.33	352.78	125.30	370.42	131.57	388.96
Director of QC/QA(XII)	110.82	327.62	116.36	344.00	122.18	361.20	128.29	379.26
Project Manager (VIII)	73.88	218.41	77.57	229.32	81.45	240.79	85.52	252.82
Engineer (V) Structural	59.10	174.72	62.06	183.47	65.16	192.63	68.42	202.27
Engineer (V) Hydraulic/Civil	56.89	168.18	59.73	176.58	62.72	185.42	65.86	194.70
Engineer (III,IV) Civil	50.24	148.52	52.75	155.94	55.39	163.75	58.16	171.94
Resident Engineer (Construction)	53.18	157.22	55.84	165.08	58.63	173.33	61.56	181.99
Cost Engineer	45.80	135.40	48.09	142.17	50.49	149.26	53.01	156.71
Environmental Scientist	42.84	126.65	44.98	132.97	47.23	139.63	49.59	146.60
Accounting Clerk	31.04	91.76	32.59	96.35	34.22	101.16	35.93	106.22
Construction Inspector	31.04	91.76	32.59	96.35	34.22	101.16	35.93	106.22
CADD Operator (I)	23.64	69.89	24.82	73.38	26.06	77.04	27.36	80.88
Secretary	19.20	56.76	20.16	59.60	21.17	62.58	22.23	65.72

Direct labor =	100.00%
Overhead =	**157.07%**
Direct Labor + Overhead =	257.07%
Profit Rate% =	15%
(257.07% X 0.15)	38.561
Multiplier = (257.07 + 38.5605)/100=	**2.9563**

* Base Rate = estimated raw salary without burden
**These are the labor rates to be used to negotiate work orders fo special or excluded services, and/or additonal work.

Increase in LABOR rates per year: 5%
Overhead rates may be adjusted as determined through audit.

MAXIMUM SUBCONTRACT LABOR RATES:

Job Description (NSPE Grade)	Contract Rate***	Contract Rate***	Contract Rate***	Contract Rate***
	2008	2009	2010	2011
Engineering				
Principal(XV)	$248.21	$260.62	$273.65	$287.33
Project Manager (VIII)	$226.04	$237.34	$249.21	$261.67
Engineer (V) Structural	$206.84	$217.18	$228.04	$239.44
Engineer (V) Hydraulic/Civil	$184.70	$193.94	$203.64	$213.82
Engineer (III,IV) Civil	$177.30	$186.17	$195.48	$205.25
Engineer (I,II) Civil	$147.75	$155.14	$162.90	$171.05
Designer (V)	$127.07	$133.42	$140.09	$147.09
Resident Engineer (Construction)	$158.09	$165.99	$174.29	$183.00
Construction Inspector	$96.03	$100.83	$105.87	$111.16
CADD Operator (II)	$90.12	$94.63	$99.36	$104.33
Secretary	$81.26	$85.32	$89.59	$94.07
Surveying				
RPLS	$135.92	$142.72	$149.86	$157.35
Project Supervisor (SIT)	$118.20	$124.11	$130.32	$136.84
Survey Technician	$99.73	$104.72	$109.96	$115.46
Abstractor	$90.12	$94.63	$99.36	$104.33
2-man Survey Crew	$147.75	$155.14	$162.90	$171.05
3-man Survey Crew	$184.70	$193.94	$203.64	$213.82
-man Survey Crew	$221.62	$232.70	$244.34	$256.56

***These are the maximum labor rates to be negotiated for subcontracts.

NON-LABOR:****

Mileage	◊
Car Rental	◊
Lodging (in state)	◊
Meals	◊
Air Travel	at cost
Overnight Carrier cost	$20/letter
Copies	$.10/ea
Bond Plots	$0.75/sq.ft.
Color Plots	$1.50/sq.ft.
Mylar Plots	$1.60/sq.ft.

****These are the aniticpated non-labor rates to be used to negotiate purchase orders for special or excluded services, and/or additional work; and may be re-negotiated on a yearly basis. Other non-labor rates may be determined at time of negot Other non-labor rates may be determined at time of negotiation.

◊ At the rates authorized by Hidalgo County for County Officials

EXHIBIT "D1"
Fee Breakdown

For and in consideration of the ***Basic Services*** as more particularly identified in **EXHIBIT "B"** attached to this Agreement and to be rendered by the **Engineer**, the **Owner** shall pay the **Engineer** the **Basic Services Fee** as defined in Article 5.1 of this Agreement, and as more particularly identified as follows:

Basic Services Fee = 9% of the construction cost of the **Project**

Basic Services Fee = ***GCM* Fee** + **Engineering Fee**

Whereas, ***GCM* Fee** is the compensation to the **Engineer** for ***Basic Services*** provided by the **Engineer** under I – General Contract Management and more particularly described in **EXHIBIT "B"** attached to this Agreement; and,

Whereas, **Engineering Fee** is the compensation to the **Engineer** for ***Basic Services*** provided by the **Engineer** under II – Preliminary Project Planning & Development and III- Preliminary Engineering, Design and Construction, both of which are more particularly described in **EXHIBIT "B"** attached to this Agreement; and,

Further breakdown of the **Basic Services Fee** is as follows:

***GCM* Fee** = 2.75% of the **Basic Services Fee**

Engineering Fee = 6.25% of the **Basic Services Fee**

EXHIBIT "D2"
Funding Source Incentive

In accordance with Article 5.3 of this Agreement, the **Owner** shall provide an incentive opportunity to the **Engineer** in consideration for services rendered regarding the corporate sponsorship performed by the **Engineer** through the President of S&B Infrastructure, Ltd. (**Engineer**) for obtaining funding from potential funding sources for the development and construction of the **Project** (identified and more particularly described in **EXHIBIT "B1"** attached to this Agreement).

The **Owner** will increase the ***GCM* Fee,** as identified in **EXHIBIT "D1"** attached to this Agreement, for compensation to the **Engineer**, from two and three-quarter percent (2.75%) up to a maximum of three and one-quarter percent (3.25%) of the construction cost of the **Project** for obtaining funding from potential funding sources for **Project** development and construction. The basis of compensation will be as follows:

(Funding Obtained / Construction Cost)%	Increase ***GCM* Fee** up to:
00.01% ~ 12.50%	2.8125%
12.51% ~ 25.00%	2.8750%
25.01% ~ 37.50%	2.9375%
37.51% ~ 50.00%	3.0000%
50.01% ~ 62.50%	3.0625%
62.51% ~ 75.00%	3.1250%
75.01% ~ 87.50%	3.1875%
87.51% ~ 100.00%	3.2500%

Payments to the **Engineer** in meeting the incentive requirements stated above will be made, in accordance with the terms and provisions of Article 6 of this Agreement, by the **Owner**, upon presentation of a **Request for Payment** by the **Engineer**. Previous payments made to the **Engineer** for the ***GCM* Fee** will be ultimately reconciled to the increased fee for ***GCM* Fee** as obtained through these incentive requirements, and the amount of reconciled payment to the **Engineer** for the increased fee for GCM Fee shall be applied in the next applicable **Request for Payment** by the **Engineer**.

EXHIBIT "E"
Work Authorization Form

WORK AUTHORIZATION NO. ___

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 7 of the **Agreement** made by and between the **HIDALGO COUNTY DRAINAGE DISTRICT NO. 1**, acting herin by and through the **BOARD OF DIRECTORS**, hereinafter called the "**Owner**", and **S&B INFRASTRUCTRUE, LTD.**, professional engineers of McAllen, Texas, hereinafter called the "**Engineer**".

PART 1. **Scope of Work.** The purpose of this Work Authorization is

_____

_____

_____

The scope of services to be provided by the **Owner** is identified in **ATTACHMENT "A"** –***Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in **ATTACHMENT "B"** –***Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. **Estimated Cost.** The estimated cost for services under this Work Authorization is _____. This amount is based upon the costs outlined in the ***Estimated Cost Proposal*** attached hereto as **ATTACHMENT "D"**.

PART 3. **Payment.** Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Articles 5, 6, and 7 of the **Agreement**.

PART 4. **Period of Service.** This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and all work associated with this Work Authorization shall be performed within the time period identified in the ***Work Schedule*** attached hereto as **ATTACHMENT "C"**.

PART 5. **Responsibilities and Obligations.** This Work Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 6. Acceptance and Acknowledgement. This Work Authorization is hereby accepted and acknowledged as indicated below and effective as of _____ day of _____, 200_.

THE ENGINEER:
S&B INFRASTRUCTURE, LTD.

BY: _____
_____, (officer title)

THE OWNER:
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____
_____, District Manager

LIST OF ATTACHMENTS

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

EXHIBIT "F"
Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. ___
TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the **Agreement** made by and between the **HIDALGO COUNTY DRAINAGE DISTRICT NO. 1**, acting herin by and through the **BOARD OF DIRECTORS**, hereinafter called the "**Owner**", and **S&B INFRASTRUCTRUE, LTD.**, professional engineers of McAllen, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the 28th day of March 2000 concerning engineering and management services for the anticipated duration of the planning, preliminary engineering, final design and construction of the facilities for Phase II of the Hidalgo County Master Drainage System, which is comprised of ***the design and expansion of the Raymondville Drain Outfall System*** (hereinafter referred to as the "**Project**"); and,

WHEREAS, Article ___ of the **Agreement**, (article title), establishes _____
_____; and,

WHEREAS, it has become necessary to amend the contract to _____
_____

AGREEMENT

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

I. Article ___ of the **Agreement**, (article title), is revised to _____
_____
_____
_____
_____
_____
_____
_____

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

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE ENGINEER:
S&B INFRASTRUCTURE, LTD.

BY: _____
_____, (officer title)

THE OWNER:
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____
_____, Chairman of the Board

LIST OF ATTACHMENTS

(as required)

EXHIBIT "H"

Computer Documents and Information Exchange

PURPOSE. The purpose of this exhibit is to define the format for computer files and information exchange pertaining to the **Project** as identified and more particularly described in **EXHIBIT "B1"** attached to this Agreement. Recognizing that there will be several team members participating in the development of the overall **Project**, and taking into consideration that the **Owner** has a significant investment in the development of the **Project**, there is a need for consistency in document development for the purpose of review and production to help facilitate an economically efficient product.

FORMAT OF COMPUTER FILES FURNISHED TO THE OWNER BY THE ENGINEER. All computer document files furnished to the **Owner** by the **Engineer** shall be furnished on a CD-ROM created utilizing DOS software. Retrieval documentation relating to file storage on the designated delivery media shall be prepared by the **Engineer** and provided to the **Owner**. It is the intent of the **Engineer** and this Agreement to secure computer files from all **Project Team** members that are composed of elements of the same precision, integrity, singularity and attributes.

GRAPHIC FILES. The **Engineer** shall prepare graphic files that can be reviewed and plotted utilizing Microstation software. The graphics files submitted must be compatible with the Microstation Cad System without conversion or modifications and must plot consistent with the reproducible plots submitted. Minimum graphic file requirements (element definitions, graphic enitities and attributes) shall be outlined in the ***"Design Policy & Procedures Manual"*** as identified and more particularly described in **EXHIBIT "B"** attached to this Agreement.

MISCELLANEOUS

All plots and graphics media provided by the **Engineer**, as a result of this Agreement, shall be delivered to the **Owner**. Final payment for plan sheet documents and/or associated, applicable engineering files will not be made until the files furnished by the **Engineer** have been demonstrated to be usable in the formats described above and herein.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

AGREEMENT FOR PROFESSIONAL SERVICES

WITH TEDSI Infrastructure Group

PROJECT: ***Master Drainage System Phase II for the design and expansion of the Lateral Drain System***

INDEX OF ARTICLES:

ARTICLE 1 Employment of the Engineer

ARTICLE 2 Character and Extent of Services
- 2.1 Scope of Work
- 2.2 Classification of Services
- 2.3 Schedule of Work

ARTICLE 3 Period of Service
- 3.1 Termination Date
- 3.2 Extension of Termination Date
- 3.3 Suspension of Work
- 3.4 Termination of Agreement

ARTICLE 4 Progress and Coordination

ARTICLE 5 Compensation and Fees
- 5.1 Basic Services
- 5.2 Special Services
- 5.3 Incentives

ARTICLE 6 Method of Payment
- 6.1 Request for Payment
- 6.2 Final Payment
- 6.3 Retainage
- 6.4 Qualification on Obligations to Pay
- 6.5 Partial Payment and Final Acceptance
- 6.6 Prompt Payment of Bills by the Engineer
- 6.7 Waiver of All Claims

ARTICLE 7 Work Authorizations

ARTICLE 8 Supplemental Agreements

ARTICLE 9 Additional Work

ARTICLE 10 Changes or Revisions in Work
- 10.1 Preliminary Work
- 10.2 Previously Approved Work
- 10.3 Project Delays
- 10.4 Reduction of Project Cost

ARTICLE 11 Ownership and Release of Documents
- 11.1 Ownership of Documents
- 11.2 Release of Documents & Information

ARTICLE 12 Discounts, Rebates Refunds

ARTICLE 13 Records, Accounting, Inspection

ARTICLE 14 Subcontracting and Assignment

ARTICLE 15 Patents

ARTICLE 16 Confidential Information, Inventions, Other Restrictions
- 16.1 Confidential Information
- 16.2 Inventions
- 16.3 Rights and Obligations

ARTICLE 17 Engineer's Seal, Responsibility and Warranties
- 17.1 Engineer's Seal
- 17.2 Engineer's Responsibility
- 17.3 Warranties

ARTICLE 18 Engineer's Resources
- 18.1 Project Manager
- 18.2 Employees of the Engineer
- 18.3 Documents/Information Exchange

ARTICLE 19 Indemnification

ARTICLE 20 Joint and Several Liability

ARTICLE 21 Insurance

ARTICLE 22 Compliance with Laws

ARTICLE 23 Noncollusion

ARTICLE 24 Gratuities

ARTICLE 25 Payment of Franchise Tax

ARTICLE 26 Disputes

ARTICLE 27 Severability

ARTICLE 28 Notices

ARTICLE 29 Miscellaneous Provisions

ARTICLE 30 Signatory Warranty

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made by and between **HIDALGO COUNTY DRAINAGE DISTRICT NO. 1,** acting herein by and through the **BOARD OF DIRECTORS,** hereinafter called the "**Owner**", and **TEDSI Infrastructure Group,** professional engineers of Mission, Texas, hereinafter called the "**Engineer**".

WITNESSETH:

WHEREAS, the **Owner** recently completed Phase I of the Hidalgo County Drainage District No. 1 Master Drainage System ("**MDS**"), which, under a separate agreement, required approximately twenty years to manage and perform the planning, preliminary engineering, final design and construction of the facilities for Phase I of the **MDS**; and

WHEREAS, the **Owner** desires to continue to develop and implement the **MDS**; and

WHEREAS, for efficiency, continuity, and cost effectiveness, the **Owner** desires to contract with the **Engineer** to provide management and engineering services for the anticipated duration of the planning, preliminary engineering, final design and construction of the facilities for ***Phase II*** of the **MDS**, which is comprised of ***the design and expansion of the Lateral Drain Outfall Systems for Precinct No. 1 and No. 4,*** (incorporated herein by reference as the "**Project**" and more particularly identified in **EXHIBIT "B1"** – ***Project Description***).

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

ARTICLE 1. Employment of Engineer. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform professional ***management*** and ***engineering*** services in connection with the **Project** as stated in the articles to follow, and for having rendered such services, the **Owner** agrees to pay the **Engineer** compensation as stated in the articles to follow.

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

2.1. Scope of Work. The **Owner** will furnish items and provide those services for the development of the **Project** and fulfillment of this Agreement, as identified in **EXHIBIT "A"** - ***Services to be Provided by the Owner***, attached hereto and made a part of this Agreement. The **Engineer** shall render professional ***management*** and ***engineering*** services for the development of the **Project** and fulfillment of this Agreement as follows (and more particularly identified in **EXHIBIT "B"**- ***Services to be Provided by the Engineer***, attached hereto and made a part of this Agreement):

I. Engineering Management (hereinafter referred to as ***"EM"***). The **Engineer** will perform all professional ***management*** services for the project. The **Engineer** shall direct all tasks required by the project team (hereinafter referred to as **"Project Team"**), consisting of various subconsultants, in the development of the **Project**. The **Engineer** shall organize and manage the **Project Team**, including: assigning the various ***engineering*** work tasks; directing and controlling the work; planning, conducting, and documenting internal and external meetings; establishing policy, procedures, and quality assurance; and furnishing the necessary technical and support staff to implement the preliminary **Project** planning and development (including, but not limited to, the preliminary ***engineering*** and associated surveying, final design, and construction phase services and inspection of the **Project**). Also, the **Engineer** shall lead the identification and implementation of **Project** funding, if approved by the **Owner** under ***Special Services***, as outlined in Article 5.2 of this Agreement.

II. Preliminary Project Planning & Development. For preliminary planning and development of the **Project**, the **Engineer** shall perform ***engineering*** activities and work tasks associated with the preparation of an environmental document (if required by the Federal agencies), public involvement, and the development of primary and secondary project field control through field surveying and aerial mapping.

III. Preliminary Engineering, Final Design & Construction. For these services, the **Engineer** will be performing ***engineering*** activities as follows:

(A) Preliminary Engineering. As identified in **EXHIBIT "A"**, attached hereto, the **Owner** shall provide to the **Engineer** a copy of an ***engineering*** study, previously prepared by other parties contracted by the **Owner**, and incorporated herein by reference as the ***"Hidalgo County Master Drainage System Study"***, as well as all documents prepared for the ***"Raymondville Drain Project"***. As more particularly identified in **EXHIBIT "B"**, attached hereto, the **Engineer** will review and report on the said ***engineering*** reports. Should the review by the **Engineer** indicate issues in the said studies, the **Engineer** will report such issues to the **Owner** and corrections of such issues shall be responsibility of the **Owner**, or deemed by the **Owner** as additional work to be performed by the **Engineer** and compensated in accordance with Articles 8 and 9 of this Agreement. As a basis for the final design of the **Project**, the **Engineer** will prepare a report, hereinafter referred to as the **"Preliminary Engineering Report"**. The **"Preliminary Engineering Report"** will be prepared by the **Engineer** in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the **Owner**, to include preliminary layouts, sketches, and cost estimates, and to set forth clearly the **Engineer**'s recommendations for the final design of the **Project**. The **Engineer**'s recommendations for the final design of the **Project** shall meet all Federal, State, and County permitting requirements.

(B) Final Design. Upon approval by the **Owner** of the **Engineer**'s final recommendations, as shown in the **"Preliminary Engineering Report"**, the **Engineer** will perform all required ***engineering*** tasks, as more particularly identified in **EXHIBIT "B"**, attached hereto, to provide the **Owner** with a complete and approved set of plans, specifications, and estimates (incorporated herein by reference as "**PS&E**") for each phase of construction of the **Project**.

(C) Construction. The **Engineer** will provide construction phase ***engineering*** services for each phase of construction of the **Project** that is authorized and funded by the **Owner** for construction.

The steps or sequence for the professional ***management*** and ***engineering*** services outlined for the scope of work above, and more particularly identified in **EXHIBIT "B"**, attached hereto, may be performed concurrently by the **Engineer**, if approved by the **Owner**.

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

(1) ***Basic Services***: Basic services, incorporated herein by reference as ***"Basic Services"***, includes those professional services not otherwise identified under Article 5.2 of this Agreement.

(2) ***Special Services***: Special services, incorporated herein by reference as ***"Special Services"***, includes those professional services identified under Article 5.2 of this Agreement.

Expanded task descriptions for both ***Basic Services*** and ***Special Services*** are more particularly identified in **EXHIBIT "B"**, attached hereto.

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

ARTICLE 3. Period of Service. After execution of this Agreement, the **Engineer** shall not proceed with the work outlined under Article 2 hereof until authorized in writing by the **Owner** to proceed as provided in Article 7 hereof.

3.1 Termination Date. This Agreement shall terminate at the close of business on **December 31, 2014** (hereinafter referred to as the **"Termination Date"**), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized

by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date**.

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

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the Owner shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**.

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

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

(1) **Commitment of Current Revenues.** In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon ninety (90) days written notice to the **Engineer**. The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp.1995).

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.

(3) By the **Owner**, upon failure of the **Engineer** to fulfill the **Engineer**'s obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner**.

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner**'s obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer**.

(5) By the **Owner** without cause upon ninety (90) days written notice to the **Engineer**.

(6) By satisfactory completion of all services and obligations described herein.

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

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

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work

performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer**, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

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

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

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer**'s office, the office of the **Owner**, or at other locations designated by the **Owner**. These conferences shall also include evaluation of the **Engineer**'s services and work when requested by the **Owner**.

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

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

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

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

(1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation; and (2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

ARTICLE 5. Compensation and Fees. For and in consideration of the services to be rendered by the **Engineer**, the **Owner** shall compensate the **Engineer** as follows:

5.1 ***Basic Services.*** For and in consideration of the ***Basic Services*** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for ***Basic Services***, subject to adjustment in accordance with Article 6.1 herein, is equal to nine percent (9%) of the actual construction cost of the **Project** (hereinafter referred to as the "**Basic Services Fee**"). An outline and breakdown of the **Basic Services Fee** is more particularly identified in **EXHIBIT "D1"** - ***Fee Breakdown***, attached hereto and made a part of this Agreement. Payments to the **Engineer** for ***Basic Services*** shall be made by the **Owner,** upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

5.2 ***Special Services.*** Those services to be provided by the **Engineer** as ***Special Services*** are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto, except for the **Special Services** described in Article 5.3 "**Incentives**" herein . For and in consideration of these ***Special Services*** rendered as required by the **Engineer**, the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereinafter referred to as "**Special Services Fee**") to be determined by the hourly labor rates and non-labor rates (hereinafter referred to as "**Contract Rates**") specified in **EXHIBIT "D"** - ***Contract Rates***, attached hereto and made a part of this Agreement, and as follows:

Special Service	Basis of Compensation
1. FIELD SURVEYING Actual performance of field surveying for the purpose of establishing horizontal and vertical control and obtaining topographic information for preliminary project planning and development, preliminary engineering, final design, right of way data, monumentation or staking and construction staking.	By **Engineer** at **Contract Rates** shown in **EXHIBIT "D"**, attached hereto, and/or negotiated subcontract expense plus a 10% service charge.
2. AERIAL PHOTOGRAMMETRY Actual performance of services to develop and provide photogrammetric products (contact prints, mosaics, planimetric maps, contour maps, cross-sections, and digital terrain models).	By **Engineer** at **Contract Rates** shown in **EXHIBIT "D"**, attached hereto, and/or negotiated subcontract expense plus a 10% service charge.
3. RIGHT OF WAY MAPPING/ACQUISITION Actual performance of services to develop and provide abstracting, right of way map, field note descriptions, parcel plats, appraisals and all other services required for land acquisition.	By **Engineer** at **Contract Rates** shown in **EXHIBIT "D"**, attached hereto, and/or negotiated subcontract expense plus a 10% service charge.
4. GEOTECHNICAL ENGINEERING Actual performance of obtaining test borings, sampling and testing, analyses, recommendations, reports for foundation investigations and other related analyses.	By **Engineer** at **Contract Rates** shown in **EXHIBIT "D"**, attached hereto, and/or negotiated subcontract expense plus a 10% service charge.
5. LABORATORY OR SITE TESTING Actual performance of laboratory, shop and mill tests, or site testing of materials or equipment provided and construction work performed, including actual performance of record testing and independent assurance testing.	By **Engineer** at **Contract Rates** shown in **EXHIBIT "D"**, attached hereto, and/or negotiated subcontract expense plus a 10% service charge.
6. RESIDENT OR SITE ENGINEER, REPRESENTATIVE Actual performance of services of project site engineer, resident engineer and/or representative, if required by **Owner**.	By **Engineer** at **Contract Rates** shown **EXHIBIT "D"**, attached hereto, and/or negotiated subcontract expense plus a 10% service charge.
7. DOCUMENT COPIES Actual performance and / or providing of additional copies (over 5) of reports; additional copies (over 5) of plans (contract drawings), specifications, and estimates (PS&E); additional copies (over 5) of bidding documents; additional copies (over 5) of as-built drawings.	By **Engineer** at **Contract Rates** shown in **EXHIBIT "D"**, attached hereto, and/or negotiated subcontract expense plus a 10% service charge.

Special Service	Basis of Compensation
9. EXPERT WITNESS Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project**.	By **Engineer** at **Contract Rates** shown in **EXHIBIT "D"**, attached hereto, and/or negotiated subcontract expense plus a 10% service charge. Notwithstanding the previous sentence, compensation to the Engineer for condemnation hearing testimony will include expense for time involved in actual testimony, and preparation time will be eligible for reimbursement as ***Special Service***. Expert witness for condemnation hearings shall not be subcontracted.
10. MISCELLANEOUS Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor**.	By **Engineer** at **Contract Rates** shown in **EXHIBIT "D"**, attached hereto, and/or negotiated subcontract expense plus a 10% service charge.
11. FUNDING INCENTIVES Assistance to the **Owner** in obtaining Project funding as outlined in Article 5.3 Incentives.	Up to an additional one-half percent (0.5%) will be added to the ***EM*** fee if the **Engineer** furnishes the requirements for incentives specified in Article 5.3 herein, as more particularly described in **EXHIBIT "D2" – *Funding Incentives***, attached hereto.

Payments to the **Engineer** for ***Special Services*** authorized by the **Owner**, not included in the **Basic Services Fee** stipulated in Article 5.1 herein, will be made, in accordance with the terms and provisions of Article 6 hereof, by the **Owner**, upon presentation of monthly **Request for Payment** by the **Engineer** of such ***Special Services***.

5.3 ***Incentives.*** If requested in writing by the **Owner** to the **Engineer** to provide services for corporate sponsorship, the **Owner** shall provide an incentive opportunity to the **Engineer** in consideration for services rendered regarding the corporate sponsorship performed by the **Engineer**, as more particularly identified in **EXHIBIT "B"** (under Funding Sources), attached hereto. This incentive is stated in **EXHIBIT "D2"** - ***Funding Source Incentive***, attached hereto and made a part of this Agreement. Payments to the **Engineer** for

meeting the incentive requirements will be made by the **Owner**, upon presentation of a **Request for Payment** by the **Engineer** in accordance with the terms and provisions of Article 6 hereof.

ARTICLE 6. Method of Payment.

6. 1 Request for Payment. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as "**Work Authorization**") in accordance with Article 7 herein. For each **Work Authorization**, the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations**, together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

Should the **Project** or portions of the **Project** be awarded for construction, the **Owner** will reconcile and determine the final maximum amount payable for the **Basic Services Fee**, as identified in Article 5.1 hereof, for that portion of the **Project** that has been awarded for construction. This reconciliation and determination by the **Owner** will be performed on a yearly basis throughout the development of the **Project**, and within the period of service established in Article 3. Payment due to the **Engineer** or credit owed to the **Owner** by the **Engineer** in the amount of this reconciliation and determination shall be applied to the next applicable **Request for Payment**.

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

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

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment)** to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer**'s services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer**'s services which were performed in accordance with this Agreement;

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer**;

(4) If the **Owner**, in good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer**'s services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer**, at its sole cost, performs a sufficient portion of the **Engineer**'s services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer**'s services.

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

6.5 The **Engineer** shall promptly (within 15 days of receiving payment by **Owner**) pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer**'s services.

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

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"** – ***Work Authorization Form***, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner**, the needed services for the **Project**, as required through the course of the development of the **Project**. The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B"**, attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner**, the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D"**, attached hereto. The **Work Authorization** shall not waive the **Owner**'s and the **Engineer**'s responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner**, shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization**. The

estimated cost proposal does not waive or alter the **Owner**'s obligation established in this Agreement regarding the ***Basic Services Fee***, ***Special Services Fee,*** or the ***Funding Source Incentive***, as identified in Articles 5.1, 5.2, and 5.3, respectively and hereof.

Each executed **Work Authorization** shall become a part of this Agreement. Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the **Project**'s deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

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

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer**, of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

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

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

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

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer**.

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

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

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

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

10.3 Project Delays. If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer**'s control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

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

ARTICLE 11. Ownership and Release of Documents.

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer**; however, the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** without the **Owner**'s consent. The **Owner** shall

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

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

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

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

ARTICLE 13. Records, Accounting, Inspection. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner**. The **Engineer** shall afford the **Owner**'s authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the **Project** and to all of the **Engineer**'s books, records, correspondence, instructions, drawings, receipts, vouchers and other

documents relating to such work under this Agreement, and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedures of the **Owner**.

ARTICLE 14. Subcontracting and Assignment. The **Engineer** shall make the final decision regarding the participation and participation requirements of any subconsultant for work under this Agreement. The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to such subconsultants.

The **Engineer**, and the **Owner**, do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract. The **Engineer** shall not assign, subcontract or transfer its interest in this contract without the prior written consent of the **Owner**.

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement; provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer**'s work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner**'s commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer**'s possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner**, effectuating the purposes of this Article.

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer**'s employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Engineer**'s employees, either alone or in conjunction with any of the **Owner**'s employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** has been or is engaged at the time, and such inventions and improvements shall become the sole, exclusive property of the **Owner** without any obligation on

its part to make any payment therefor in addition to any sums which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer**'s employees to work under any contract with the **Owner** concerning this **Project**, the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

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

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

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

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

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

17.3 Warranties.

(1) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder

shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(2) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer**'s experience and abilities with respect to performing the **Engineer**'s services hereunder. The **Engineer** will use the **Engineer's** **best** efforts, skill, judgment and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner**'s requirements and procedures, in accordance with professional standards, and in compliance with applicable National, Federal, State, County and Municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. Prior to the commencement of construction, the **Engineer** represents, covenants and agrees (within normal ***engineering*** practices) to the **Owner** that the plans, specifications, and estimates ("**PS&E**") for the **Project**, as identified in Article 2.1 hereof, and the improvements when built in accordance therewith conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents, covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer**'s services.

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

(4) The **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants, and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in the **PS&E** of the **Project**; that the result of the **PS&E**, if built in

accordance therewith, will be suitable for purposes for which the **Project** is designed; that the result of **Engineer**'s project representation of the **Project** will be suitable for purposes for which the **Project** is designed; and, the **Project** will be observed in a workmanlike, professional manner and will be suitable for the **Project**'s intended purpose. The **Engineer**'s responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of the **PS&E** nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer**'s skill and knowledge in preparing the **PS&E**.

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

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

18.1 Project Manager. The **Engineer** shall provide a manager (**Project Manager**) for the **Project** that is a registered professional engineer in the State of Texas. The **Project Manager** shall have such knowledge and experience as will enable the **Project Manager** to perform the duties required for the services under this Agreement. The **Engineer** may not change the **Project Manager** during the course of the **Project** without prior consent of the **Owner**. If, due to situations beyond the control of the **Engineer**, the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the **Project**, the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

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

presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 Documents/Information Exchange. The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project**. Recognizing that there will be several members of the **Project Team** (identified in the organizational chart shown in **EXHIBIT "B2"**, attached hereto) participating in the development of the **Project**, and taking into consideration that the **Owner** has a significant investment in the development of the **Project**, there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project**. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirements outlined in **EXHIBIT "H"**- ***Computer Documents and Information Exchange***, attached hereto and made a part of this Agreement.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively "**Indemnitors**") shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner**'s respective directors, elected officials, employees and agents (collectively "**Indemnitees**") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "**Liabilities**") of any person or entity whomsoever arising out of, caused by or resulting from the performance of the **Engineer**'s services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting therefrom and (2) are caused in whole or in part by any negligent act or omission of the **Engineer**, anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including, but not limited to, attorney fees which may

be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer**, its agents, partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner**'s negligence.

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

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

(1) Workers' Compensation, endorsed with a waiver of subrogation in favor of the **Owner** in limits of liability not less than the benefits allowed under the Texas Workers' Compensation Law ("**Statutory Texas**").

(2) Commercial General & Professional Liability, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner,** in limits of liability not less than one million dollars (**$1,000,000**) combined single limit each claim and in the aggregate for bodily injury and property damage. The Professional Liability insurance shall be $1,000,000 combined single limit each claim in the aggregate. *Subconsultants will be required to maintain limits of liability not less than one million dollars **($1,000,000)** combined single limit each claim and in the aggregate for bodily injury and property damage.*

(3) Texas Business Automobile Policy, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner,** in limits of liability not less than two hundred fifty thousand dollars (**$250,000**) each person for bodily injury, five hundred thousand dollars (**$500,000**)

each occurrence for bodily injury, and one hundred thousand dollars (**$100,000**) each occurrence for property damage.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (***Hidalgo County Drainage District No. 1* Certificate of Insurance**) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed ***Hidalgo County Drainage District No. 1* Certificate of Insurance** shall be attached hereto and identified as **EXHIBIT "G"**- ***Hidalgo County Drainage District No. 1 Certificate of Insurance***. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by the **Owner**.

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

ARTICLE 23. Noncollusion. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty, the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner**'s discretion, to deduct from the

Basic Services Fee, Special Services Fee, and/or the ***Incentives*** as identified in Articles 5.1, 5.2, and 5.3 hereto and respectively, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

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

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

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

ARTICLE 27. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

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

OWNER:	**ENGINEER:**
Hidalgo Co. Drainage Dist. No. 1	***TEDSI Infrastructure Group***
900 N. Doolittle	***1201 E. Expressway 83***
Edinburg, Texas 78539	***Mission, Texas 78572***

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

ARTICLE 29. Miscellaneous Provisions.

(1) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described, and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. There are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the 23rd day of March, 2004.

ENGINEER:
TEDSI Infrastructure Group

BY: _____
Jesse Salinas, Ex. Vice President

OWNER:
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____
Ramon Garcia, Chairman of the Board

Approved by Commissioners' Court
on 3-23-04

ATTACHMENTS:

EXHIBIT A -Scope of Services to be Provided by the Owner
EXHIBIT B -Scope of Services to be Provided by the Engineer
EXHIBIT B1 -Project Description
EXHIBIT C -Work Schedule
EXHIBIT D -Engineer's Contract Rates
EXHIBIT D1 -Fee Breakdown
EXHIBIT D2 -Funding Source Incentive
EXHIBIT E -Work Authorization Form
EXHIBIT F -Supplemental Agreement Form
EXHIBIT G -Certificate of Insurance (*Hidalgo County Drainage District No. 1*)

EXHIBIT "A"
Services to be Provided by the Owner

The following provides an outline of the services to be provided by the **Owner** in the development of the **Project** (as defined and more particularly identified in **EXHIBIT "B1"** attached to this Agreement).

I. GENERAL

The **Owner** will provide to the **Engineer** the following:

(1) Authorization to the **Engineer** to begin work in accordance with Article 7 of this Agreement.

(2) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 5 and Article 6, both of this Agreement.

(3) Assistance to the **Engineer,** as necessary, to obtain the required data and information from other local, Regional, State and Federal agencies that the **Engineer** cannot easily obtain.

(4) Provide any available relevant data the **Owner** may have on file concerning the project.

(5) Provide timely review and decisions in response to the **Engineer's** request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain the agreed-upon work schedule prepared in accordance with **EXHIBIT "C"** attached to this Agreement.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer.**

(7) Provide a copy of the engineering study, previously prepared by other parties contracted by the **Owner** and incorporated herein by reference as the ***"Lateral Drain Outfall System"***, and any associated documentation that may be relevant to the **Engineer** in the evaluation and verification of the ***"Lateral Drain Outfall System"***. Also, the **Owner** will make available all documents with regard to the ***"Raymondville Drain Project"***.

II. PRELIMINARY PROJECT PLANNING & DEVELOPMENT

The **Owner** will provide to the **Engineer** the following:

(1) Approve the **Work** Plan prepared by the **Engineer** and more particularly identified in **EXHIBIT "B"** attached to this Agreement.

(2) Approve the **Project Development Schedule** prepared by the **Engineer** and more particularly identified in **EXHIBIT "B"** attached to this Agreement.

(3) **Construction Estimate.** Provide the **Engineer** a copy of historical bid tabulations, if available, for similar projects and periodically review and approve the **Construction Estimate** as developed and prepared by the Engineer and more particularly identified in **EXHIBIT "B"** attached to this Agreement.

(4) Submit all required applications prepared by the **Engineer** to funding sources.

(5) **Capital Improvement Program (CIP).** If approved by **Owner** under ***Special Services***, as identified in Article 5.2, provide any relevant data regarding the **Owner**'s budget and budget process to assist the **Engineer** in the preparation of the **CIP** more particularly identified in **EXHIBIT "B"** attached to this Agreement; review and approve the **CIP** prepared by the **Engineer**.

(6) **Public Involvement.** Assist the **Engineer** in the preparation of the project mailing list; provide representation at all public meetings; provide representation at all public hearings; additionally:

Public Meetings

a. Approve agenda and exhibits prior to each public meeting.
b. Approve date and location of the public meeting.
c. Review/approve Public Meeting Report.

Public Hearings

d. Upon applicable agency approval of the schematic and environmental document, the **Owner** will authorize the **Engineer** to conduct and/or afford a public hearing if required.
e. Approve agenda and all exhibits prior to the public hearing.
f. Approve date and location of the public hearing.
g. Review/approve Public Hearing Report.

III. PRELIMINARY ENGINEERING, FINAL DESIGN & CONSTRUCTION

The **Owner** will provide to the **Engineer** the following:

Preliminary Engineering

(1) Attend the **Preliminary Concept Conference** coordinated and conducted by the **Engineer** and more particularly identified in **EXHIBIT "B"** attached to this Agreement.

(2) Assist the Engineer as required in the coordination with any other coordinating agency or entity.

(3) Review and approve the ***"Preliminary Engineering Report"*** prepared by the **Engineer** and more particularly identified in **EXHIBIT "B"** attached to this Agreement.

Final Design

(4) **Right-of-Way Data.** Upon approval of the schematic and environmental document, authorize the **Engineer** to begin work on the right-of-way (ROW) map; additionally:

a. Provide available existing ROW plans.
b. Assist the **Engineer**, as necessary, with coordination of any utility relocations that may be required.
c. Review/approve the preliminary ROW map; authorize preparation of the field notes and parcel descriptions.

d. Review/approve ROW map, field notes and parcel descriptions.
e. Acquire ROW in accordance with federal and/or county guidelines and procedures.

(5) Review and approve the **Project** design criteria and the ***"Design Policy and Procedures Manual"*** developed and prepared by the **Engineer** and more particularly identified in **EXHIBIT "B"** attached to this Agreement.

(6) Review and approve plan, specifications, and estimate (PS&E) for the **Project** or portions of the **Project** as prepared by the **Engineer** and more particularly identified in **EXHIBIT "B"** attached to this Agreement.

Construction

(7) Provide the ***"Construction Management Policy & Procedures Manual"*** developed and prepared by the **Owner** and more particularly identified in **EXHIBIT "B"** attached to this Agreement.

(8) Review and approve all services provided by the **Engineer** (and more particularly identified in attached to this Agreement) regarding advertising for each authorized construction contract for the Project, the opening and tabulation of bids, and the preparation of contract document for the award of construction contracts.

(9) Review and approve change orders as required and prepared by the **Engineer.**

EXHIBIT "B"
Services to be Provided by the Engineer

INDEX

CLASSIFICATION OF SERVICES *(Basic* or *Special)* 2 - 3
EXPANDED DESCRIPTION OF SERVICES: 3 - 19

I. ENGINEERING MANAGEMENT (EM)

(A) Preliminary Project Planning and Development 4
(1) Project Development Schedule 4
(2) Construction Estimate 4
(3) Quality Control/Quality Assurance Program 4
(4) Subcontract Administration 4
(5) Funding Sources 4
(6) Capital Improvement Program 5
(7) Management/Coordination of Engineering Activities 5
(8) Implementation of QC/QA Program 5

(B) Preliminary Engineering 5
(1) Preliminary Concept Conference 5
(2) Management/Coordination of Engineering Activities 6
(3) Implementation of QC/QA Program 6
(4) Preparation of ***"Preliminary Engineering Report"*** 6
(5) Coordination with all Reviewing Agencies 6

(C) Final Design 6
(1)***"Design Policy & Procedures Manual"*** 6
(2) Design Concept Conference 7
(3) Management/Coordination of Engineering Activities 7
(4) Implementation of QC/QA Program 7

(D) Construction Management 7
(1) ***"Construction Management Policy &Procedures Manual"*** 7
(2) Construction Bidding 7
(3) Owner's Representative 8
(4) Defects and Deficiencies 8
(5) Progress Reports 8
(6) Contractor Payment 8
(7) Project Site Management 8
(8) Implementation of QC/QA Program 9
(9) Change Orders 9
(10) Final Acceptance 9

II. PRELIMINARY PROJECT PLANNING & DEVELOPMENT

(1) Environmental Document Preparation & Public Involvement (if required by Federal Agencies) 10

(2) Field Surveying & Photogrammetry (if not provided by Owner) 11

III. PRELIMINARY ENGINEERING, DESIGN AND CONSTRUCTION

(A) Preliminary Engineering 12
(1) Preliminary Field Surveying 12
(2) Data Collection 12
(3) Geographical Information System 13
(4) Hydrologic Analysis 13
(5) Hydraulic Analysis 14
(6) Flood Plain Mapping 14
(7) Alternate Solutions & Recommendations 15
(8) Final Report – ***"Preliminary Engineering Report"*** 15

(B) Final Design 15
(1) Right-of-Way Data 15
(2) Design Field Surveying 16

(B) Final Design, continued 16
(3) Geotechnical Investigations 16
(4) Permitting 16
(5) Channel / Drainage Design 16
(6) Roadway Design 16
(7) Bridge Design 16
(8) Plans, Specifications, and Estimates (PS&E) 17

(C) Construction 17
(1) Construction Bidding Documents 17
(2) Project Site Representation 18
(3) Miscellaneous Technical Activities 18
(4) Final Acceptance 19

CLASSIFICATION OF SERVICES. In accordance with Article 2.2 of this Agreement, the services to be provided by the **Engineer** shall be classified as either ***Basic Services*** or ***Special Services.*** The expanded descriptions of the services identified later in this exhibit and to be provided by the **Engineer** are classified as follows:

Management:

I. ENGINEERING MANAGEMENT (*EM*)

(A) Preliminary Project Planning and Development

(1) Project Development Schedule	***Basic***
(2) Construction Estimate	***Basic***
(3) Quality Control / Quality Assurance Program	***Basic***
(4) Subcontract Administration	***Basic***
(5) Funding Liaison and Funding Application Preparation	***Special***
(6) Capital Improvement Program (CIP)	***Basic***
(7) Management / Coordination of Engineering Activities	***Basic***
(8) Implementation of QC/QA Program	***Basic***

(B) Preliminary Engineering

(1) Preliminary Concept Conference	***Basic***
(2) Management / Coordination of Engineering Activities	***Basic***
(3) Implementation of QC/QA Program	***Basic***
(4) Preparation of ***"Preliminary Engineering Report"***	***Basic***
(5) Coordination with all reviewing agencies (FEMA, USACE, etc.)	***Basic***

(C) Final Design

(1) ***"Design Policy & Procedures Manual"***	***Basic***
(2) Design Concept Conference	***Basic***
(3) Management / Coordination of Engineering Activities	***Basic***
(4) Implementation of QC/QA Program	***Basic***

(D) Construction Management

(1) ***"Construction Management Policy & Procedures Manual"***	***Basic***
(2) Construction Bidding	***Basic***
(3) Owner's Representative	***Basic***
(4) Defects and Deficiencies	***Basic***
(5) Monthly Construction Progress Reports	***Basic***
(6) Recommendations for Payment to the Construction Contractor	***Basic***
(7) Project Site Management	***Special***
(8) Implementation of Qc/QA Program	***Basic***
(9) Change Orders	***Special***
(10) Final Acceptance, Performance Testing, Shop Drawing Review	***Basic***

Engineering:

II. PRELIMINARY PROJECT PLANNING & DEVELOPMENT

(1) Environmental Document Preparation & Public Involvement (if required By Federal agencies)	***Special***
(2) Field Surveying & Photogrammetry (if not provided by Owner)	***Special***

Engineering:

III. PRELIMINARY ENGINEERING, FINAL DESIGN & CONSTRUCTION

(A) Preliminary Engineering:	
(1) Preliminary Field Surveying (using Lidar/ provided by **Owner**)	***Provided by Owner***
(2) Data Collection	***Basic***
(3) Geographical Information System	***Basic***
(4) Hydrologic Analysis	***Basic***
(5) Hydraulic Analysis	***Basic***
(6) Flood Plain Mapping	***Basic***
(7) Alternate Solutions /Recommendations for Final Design	***Basic.***
(8) Final Report – ***"Preliminary Engineering Report"***	***Basic***
(B) Final Design:	
(1) Right-of-Way Data and ROW Map	***Special***
(2) Design Field Surveying	***Special***
(3) Geotechnical Investigations and Reports	***Special***
(4) Permitting	***Basic***
(5) Channel / Drainage Design	***Basic***
(6) Roadway Design	***Basic***
(7) Bridge Design	***Basic***
(8) Plans, Specifications & Estimates	***Basic***
(C) Construction:	
(1) Construction Bidding Documents	***Basic***
(2) Project Site Representation:	***Special***
a. Engineering Support Data for Defects & Deficiencies	***Special***
b. Daily and Weekly Construction Reports	***Special***
c. Measurement / Calculations for Contractor Payment	***Special***
d. Project Engineer / Resident Engineer Services	***Special***
(3) Miscellaneous Technical Activities:	
a. Construction Field Surveying	***Special***
b. Shop Drawing Review	***Basic***
c. Control of Materials & Equipment	***Special***
d. Change Orders	***Basic***
(4) Final Acceptance:	
a. Performance Testing	***Special***
b. As-Built Drawings	***Basic***

EXPANDED DESCRIPTIONS OF SERVICES. The expanded descriptions of the services to be provided by the Engineer are described on the following pages.

I. ENGINEERING MANAGEMENT (*EM*)

The following outline provides a summary for the ***basic*** and ***special services*** to be provided by the **Engineer** under services of this Agreement. The contractual services will be outlined in each Work Authorization as outlined in Article 7.

For these services, the **Engineer** shall manage the **Project Team,** consisting of various sub-providers, in the development of the **Project** as defined and more particularly described in **EXHIBIT "B1"** attached to this Agreement. The services will include the following:

I. *EM* (continued)

(A) **Preliminary Project Planning and Development.** In general, this will include the ***management*** of the preliminary planning process and advance project development (APD) that is required for the **Project.** (A summary of specific requirements for ***engineering*** activities are outlined later in this exhibit.) The **Engineer** will identify, coordinate, and implement the ***management*** requirements for preliminary planning and advance **Project** development for the **Project.** Specific work activities to be provided by the **Engineer** will include:

(1) **Project Development Schedule.** The **Engineer** will prepare a **Project Development Schedule.** This schedule will be developed from the notice to proceed with work through final record drawings. The schedule will be monitored, by the **Engineer,** throughout **Project** development. It will be provided, as well as any updates, to the **Owner** and each **Project Team** member as a part of the **Work Plan** identified in (1). The schedule will identify all major milestones and **Project** deliverables. The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established schedule.

(2) **Construction Estimate.** The **Engineer** shall prepare a preliminary estimate for the construction of the **Project.** The preliminary construction estimate shall be monitored, verified and updated throughout the course of **Project** development.

(3) **Quality Control / Quality Assurance (QC/QA) Program.** The **Engineer** shall develop a quality control and quality assurance program for the **Project** to ensure the **Project Team** is producing quality work for the **Project.**

(4) **Subcontract Administration.** The **Engineer** shall initiate, execute and monitor all subcontracts for the duration of the **Project.** The **Engineer** shall advise and/or provide recommendations to the **Owner,** as the **Project** progresses, should additional sub-providers be required. All subcontracting and assignment will be in accordance with Article 14.

(5) **Funding Sources.** If approved by the **Owner** as ***Special Services***, as outlined in Article 5.2, the development and construction of the **Project** may be eligible for funding from outside sources. If approved by the **Owner** as ***Special Services***, the **Engineer**'s responsibilities regarding funding sources will include the following:

(a) **Liaison (Engineer)** will act as Corporate Sponsor for obtaining funding from potential funding sources for the **Project.** The Corporate Sponsor will act as liaison for the **Owner** to applicable State and Federal resource agencies for possible funding assistance.

(b) The **Engineer** will identify and develop a list of possible funding sources for the **Project.**

(c) The **Engineer** will prepare all required applications to funding sources.

(6) **Capital Improvement Program (CIP).** If approved by the **Owner** as ***Special Services***, as outlined in Article 5.2, the **Engineer** will prepare a CIP based on a conceptual sequence of construction for the **Project** as identified in the final recommendations shown in the ***"Preliminary Engineering Report"*** developed by the **Engineer** under the preliminary engineering activities identified later in this exhibit. The primary focus will be to address the overall needs of the system, the funding availability, the identification of operational issues, the acquisition of right of way, and the prioritization of those needs and issues in a cost effective and efficient manner (conducive of funding availability). The CIP will be continuously

I. *EM* (continued)

monitored and updated by the **Engineer** throughout **Project** development.

(7) **Management/Coordination of Engineering Activities.** The **Engineer** shall ***manage*** and coordinate the specific ***engineering*** work activities, tasks, special services for Environmental Document Preparation (if required by Federal agencies), Public Involvement, and Field/Reconn/Surveying and Photogrammetry (more particularly identified later in this exhibit under II - Preliminary Project Planning and Development).

(8) **Implement QC/QA Program.** The **Engineer** will monitor and perform the program developed to ensure the quality of the Environmental Document (if required by Federal agencies), public involvement procedures, and the products and data from field/recon/surveying and aerial photogrammetry, and their compliance with applicable standards and requirements.

(B) Preliminary Engineering. The **Engineer** will ultimately deliver the final recommendations for the design of the project in the ***"Preliminary Engineering Report"***. (Specific requirements for ***engineering*** activities are outlined later in this exhibit under II - Preliminary Engineering, Design and Construction.) The **Engineer** shall ***manage*** and coordinate the activities of the **Project Team** in the collection of geographical information and ***engineering*** data, the selection of computer software, and the distribution of **Project** information and status to the **Owner** and **Project Team** throughout the development of the ***"Preliminary Engineering Report"***. Specific ***management*** tasks to be provided by the **Engineer** will include:

(1) **Preliminary Concept Conference.** The **Engineer** will coordinate and conduct a preliminary concept conference (PCC) with the **Owner**, and any other stakeholders approved by the **Owner**. At the PCC, the **Engineer** will outline the issues and aspects involved in the development of the ***"Preliminary Engineering Report"***, identify existing conditions and design requirements, and present the approach to the development of the report for approval by the **Owner**.

(2) **Management/Coordination of Engineering Activities.** The **Engineer** shall ***manage*** and coordinate the **Project Team** in the preparation of specific ***engineering*** work activities, tasks, special services for the final development of the ***"Preliminary Engineering Report"***, including Field Surveying, Data Collection, the development of a Geographical Information System, Hydrologic/Hydraulic Analysis, Flood Plain Mapping, Alternate Solutions, and Final Recommendations (more particularly defined with the ***engineering*** activities identified in this exhibit under II - Preliminary Engineering, Design and Construction (**Preliminary Engineering**)).

(3) **Implement QC/QA Program.** The **Engineer** will monitor and perform the QC/QA program developed to ensure the quality of the ***"Preliminary Engineering Report"***, and its compliance with standards of sound ***engineering*** principles and the agreed-upon design criteria established at the PCC.

(4) **Final Report:** ***"Preliminary Engineering Report"***. The **Engineer** will provide, to the **Owner**, five (5) bound, color copies of the ***"Preliminary Engineering Report"***, including all attachments, exhibits, preliminary layouts, sketches, profiles, and cost estimate.

(5) **Coordination with various agencies.** The development of the ***"Preliminary Engineering Report"*** may require documentation and/or coordination with various agencies. The **Engineer** will act as a liaison for the **Owner**, and will attend any meetings, and develop / prepare any

I. *EM* (continued)

required correspondence, documentation, and/or applications to satisfy the applicable Federal, State, and local regulations.

(C) **Final Design.** After the **Owner** has approved the **Engineer**'s final recommendations as shown in the ***"Preliminary Engineering Report"*** and the recommendations meet all Federal, State, and County permitting requirements, the **Engineer**, will coordinate the activities of the **Project Team** during the final design of the **Project** by developing and preparing all policies and procedures, managing the sub-providers activities and performance, and performing quality control and quality assurance for all design documents associated with the **Project**. One of the primary deliverables for the **Engineer** to provide the **Owner** is a complete and approved set of plans, specifications, and estimate (PS&E) for each phase of construction of the **Project**. Specific ***management*** work activities to be provided by the **Engineer** will include:

(1) ***"Design Policy & Procedures Manual"***. The **Owner** will provide a policy and procedures manual for final design to be used by the **Project Team** in the development of the **Project**. The purpose of this will be to set policy with regards to the approved design criteria, and to provide consistency in the development of the documents for design, plans, specifications and estimates. Once the manual has been provided by the **Owner** it will be distributed by the **Engineer** to each member of the **Project Team**. The **Owner** will be responsible for updating and maintaining the manual and distributing any revisions throughout **Project** development. Items to be identified in the ***"Design Policy & Procedures Manual"*** provided by the **Owner** will include, but not be limited to, the following:

(a) Project Description and Final Recommendations of the ***"Preliminary Engineering Report"***
(b) Environmental
(c) Correlation and Agreement with Other Agencies
(d) Application of Design Standards (City, County, State, AASHTO)
(e) Requirements for Preliminary Submittals
(f) Basic Design Criteria
(g) Preparation for Plans, Specifications, and Estimate (PS&E) Submittals
(h) Formats for Supporting Documents
(i) CADD Standards
(j) Specifications

(2) **Design Concept Conference (DCC).** The **Engineer** shall coordinate and conduct a design concept conference with the **Owner** and **Project Team**. At the DCC, the **Engineer** will distribute the ***"Design Policy & Procedures Manual"*** provided by **Owner** and discuss the **Project** Development Schedule with the **Project Team**.

(3) **Management/Coordination of Engineering Activities.** The **Engineer** shall ***manage*** and coordinate the **Project Team** in the development of the documents for final design, including: Right of Way Data, Design Field Surveying, Geotechnical Investigations, Permitting, Channel/Drainage Design, Roadway Design, Bridge Design, PS&E, and other miscellaneous design and plan preparation items (more particularly defined with the engineering activities identified in this exhibit under II – Preliminary Engineering, Design and Construction (**Final Design**)).

(4) **Implement QC/QA Program.** The **Engineer** shall monitor and perform the QC/QA program developed to ensure the quality of the documents associated with Right of Way Data (Mapping), Design Field Surveying, Geotechnical Investigations, Permitting, Channel/Drainage Design,

Roadway Design, Bridge Design, PS&E, and other miscellaneous design and plan preparation items (more particularly defined with the ***engineering*** activities identified in this exhibit under II – Preliminary Engineering, Design and Construction (**Final Design Engineering**)). These designs shall in all respects combine the application of sound ***engineering*** principles with a high degree of economy and shall be submitted to the applicable City, County, State, and/or Federal agencies for approval.

(D) **Construction Management.** The **Engineer** shall provide construction ***management*** services for each authorized construction contract of the **Project.** The **Engineer** shall also assist the **Owner** in the advertisement for construction bids, the opening and tabulation of the bids, provide a recommendation as to the proper action on all bid proposals received, and assist in the preparation of formal contract documents for the award of contracts. Specific ***management*** work activities to be provided by the **Engineer** will include:

(1) ***"Construction Management Policy & Procedures Manual".*** The **Owner** shall will provide a manual that outlines the policy and procedures for the ***management*** and administration of construction of the **Project.** The manual's information will include, but not be limited to, construction contract recordkeeping (daily reports, weekly reports, monthly progress reports, etc.), contractor payment, change order format and procedures, site inspection, scheduling, and final inspection.

(2) **Construction Bidding Documents.** The **Engineer** shall perform the following in preparation of the construction bidding documents:

(a) Upon completion of QC/QA, the **Engineer** shall furnish to the **Owner** all necessary copies of approved plans, specifications, **Engineer's** estimate, notices to bidders, and proposals for each authorized construction contract.

(b) The **Engineer** shall assist the **Owner** in advertising for each authorized construction contract for the **Project.**

(c) The **Engineer** shall assist the **Owner** in the opening and tabulation of bids for each authorized construction for the **Project,** and recommend to the **Owner** as to the proper action on all bid proposals received.

(d) The **Engineer** shall assist the **Owner** in the preparation of formal contract documents for the award of construction contracts.

(3) **Owner's Representative.** In general, the **Engineer** shall provide the ***management*** activities required for consultation and advisement to the **Owner** during construction, and act as the **Owner's** representative as provided in the General Conditions of the Construction Contract. The extent and limitations of the duties, responsibilities and the authority of the **Engineer** as assigned in the General Conditions of the Contract shall not be modified, except as the **Engineer** may otherwise agree in writing.

(4) **Defects and Deficiencies.** In providing the ***management and administration*** of the authorized construction contract, the **Engineer** shall use the **Engineer's** best efforts to protect the **Owner** against defects and deficiencies in the work of the construction contractor, hereinafter called the **"Contractor".** The **Engineer** does not guarantee the performance of the **Contractor;** however, the **Engineer** will promptly notify the **Owner** of any such defect or deficiency, and take all steps

I. *EM* (continued)

possible to require the **Contractor** to correct the defect or deficiency.

(5) **Progress Reports.** The **Engineer** will obtain the daily and weekly reports provided from the ***engineering*** activities identified under II – Preliminary Engineering, Design, and Construction **(Construction)** in this exhibit and prepare a monthly progress report, which outlines the construction progress in a form and manner satisfactory to the Owner.

(6) **Contractor Payment.** The **Engineer** shall obtain the measurements and calculated quantities prepared under the ***engineering*** activities identified under II – Preliminary Engineering, Design, and Construction **(Construction)** in this exhibit, and review and approve the monthly and final estimates for payments to the **Contractor** for those items of work accepted and conforming to the construction contract specifications. The **Engineer** will furnish to the **Owner** any necessary certifications as to payments to the **Contractor** and suppliers. *Note: The **Engineer** is not responsible for actual payments to the Contractor.*

(7) **Project Site Management.** The **Engineer** will coordinate and monitor the **Project** site representation of the authorized construction contract by providing the following special services, if authorized by **Owner**:

Project Manager. The **Engineer** will provide visits by the ***Project Manager*** or a competent representative of the **Engineer** to the site of construction at least twice a month for the purpose of monitoring the **Contractor**'s progress and conformance to the construction contract plans and specifications. In the capacity of site inspection, the **Engineer** will issue instructions from the **Owner** to the **Contractor** and the ***Resident Engineering Representative***, issuing necessary interpretations and clarifications of construction contract documents, and make recommendations to the **Owner** as to the acceptability of the **Contractor**'s progress and work.

(8) **Implement QC/QA Program.** The **Engineer** will monitor and perform the QC/QA program developed to ensure the quality of the ***engineering*** services and documents associated with Field Surveying, Shop Drawings, Control of Materials & Equipment, Change Orders, Performance Testing, and As-Built Drawings, more particularly identified under II – Preliminary Engineering, Design, and Construction **(Construction)** in this exhibit. These services shall in all respects combine the application of sound ***engineering*** principles with a high degree of economy and shall be submitted to the applicable City, County, State, Federal agencies for approval.

(9) **Change Orders.** When applicable, the **Engineer** will review and provide recommendations for all change orders developed under II – Preliminary Engineering, Design, and Construction **(Construction)** in this exhibit for purpose of preparing construction contract change orders. These change orders may be required due to actual field conditions encountered or new requirements directed by the **Owner**. The **Engineer** will prepare, explain, and submit proposed change orders, when applicable.

(10) **Final Acceptance.** Following the completion of construction by the **Contractor**, the **Engineer** will provide the services required for the final inspection and recommendation for **Project** acceptance. This will include coordinating the activities required for the inspection for conformance and recordkeeping of the necessary performance tests required by the construction contract specifications. The **Engineer** will also review and approve all as-built drawings (to show the work as actually constructed), and furnish to the **Owner** one set of prints of the as-built drawings. *Note: Services to be provided by the **Engineer** for Items II and III primarily involve the **engineering** work tasks for the **Project**.*

II. PRELIMINARY PROJECT PLANNING & DEVELOPMENT

In general, this will include all ***engineering*** activities required for the **Advance Project Development.** Primarily, this will involve the research and coordination for the social, economic and environmental impacts, public involvement and preliminary field/reconn/surveying / aerial photography of the **Project.** A summary of the ***engineering*** activities to be provided by the **Engineer** are listed below. The actual contractual services will be identified in each work authorization as outlined in Article 7.

(1) **Environmental Document Preparation and Public Involvement** ***(if required by Federal/State agencies)***

(a) The **Engineer** shall prepare an environmental document in accordance with the National Environmental Policy Act (NEPA) and the applicable Code(s) of Federal Regulations. The **Engineer** will prepare an environmental document in anticipation of a ***Finding of No Significant Impact (FONSI)***, as identified by the NEPA process. This document will include, at a minimum, the following:

(i) **project** description
(ii) need for **project**
(iii) alternatives considered
(iv) impacts (socioeconomic, cultural resource, water resource, air quality, noise quality, biological, prime/unique farmland, construction impacts, hazardous materials)
(v) conclusion
(vi) **project** location map
(vii) preliminary structure and channel locations/layouts
(viii)scanned photographs

(b) The **Engineer** shall conduct and coordinate all public involvement in accordance with the National Environmental Policy Act (NEPA) and the applicable Code(s) of Federal Regulations.

(c) The **Engineer** shall coordinate with all resource agencies, government entities, and private landowners involved or impacted in the development of the **Project.** This will include individual meetings, newsletters and notices, as required.

(d) The **Engineer** shall coordinate and conduct the following public meetings/hearings:

(i) Public Meetings – These meetings will be scheduled to present the **Project** concept, including preliminary layouts and requirements for the **Project,** for the purpose of obtaining preliminary public comment.

(ii) Public Hearing – After completion / preliminary approval of the environmental document and applicable approval to move the **Project** forward for further processing, a public hearing will be afforded and/or conducted to present the approved draft environmental document and the **Project** layout (schematic) for the purpose of obtaining final public comment.

(e) The **Engineer** shall develop a **Project** coordination and mailing list.

(f) The **Engineer** shall prepare required presentation materials (including handouts, agenda, and

sign-in roster) and exhibits for public meetings and a public hearing.

(g) The **Engineer** shall prepare and submit a written document summarizing each proceeding: Public Meeting Reports and Public Hearing Report.

(2) **Field Surveying and Photogrammetry** *(if not provided by Owner)*

(a) ***Right of Entry:*** It will be the responsibility of the **Engineer** to secure written permission to enter private property for purposes of reconn/survey, environmental and engineering investigations. The **Engineer** will, at times, contact the owner prior to any entry onto the owner's property. The property owner will be informed, by the **Engineer,** the name of the primary person of contact during each entry.

(b) For the purpose of schematic development, including a geographical information system of the **Project,** a base map background will be provided to the **Engineer** through the **Owner**.

(c) The **Owner** shall provide primary **Project** control for field surveying by establishing horizontal and vertical control points, and the **Engineer** shall establish secondary **Project** control to tie ground control to the State Plane Coordinate System.

(d) The Engineer shall obtain the following photogrammetric products:
- (i) Contact Prints and Mosaics
- (ii) Planimetric maps
- (iii) Contour maps
- (iv) Cross Sections
- (v) Digital Terrain Model (DTM)

III. PRELIMINARY ENGINEERING, DESIGN & CONSTRUCTION

The services listed below to be provided by the **Engineer** are a summary of the services; the actual contractual services will be identified in each work authorization as outlined in Article 7 of the Agreement. The services shall be divided into three phases with ***engineering*** work activities, as follows:

(A) **Preliminary Engineering.** For this phase, the **Engineer** will ultimately deliver the ***"Preliminary Engineering Report".*** The ***"Preliminary Engineering Report"*** shall be based on the **Engineer**'s review and comments on the ***"Raymondville Drain Outfall Study"*** (to be provided by the **Owner**). Should the review and comments by the **Engineer** indicate deficiencies in the ***"Raymondville Drain Outfall Study",*** or in the **Turner, Collie and Braden, Inc. Engineer Report – "Flood Protection Plan"**, dated September 1997, corrections of such deficiencies shall be the responsibility of the **Owner**, or deemed by the **Owner** as additional work to be performed by the **Engineer** and compensated in accordance with Articles 8 and 9 of this Agreement. Subsequently, the **Engineer** will prepare the ***"Preliminary Engineering Report"*** in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the **Owner**; to include preliminary layouts, sketches, and cost estimates for the **Project**, and to set forth clearly the **Engineer**'s recommendations. Specific ***engineering*** work activities, tasks, and/or special services to be provided by the **Engineer** will include:

(1) <u>Preliminary Field Surveying</u>

(a) The **Engineer** shall establish benchmark identifications, if not already provided by the **Owner**.

(b) The **Engineer** shall obtain data for existing drainage facilities and/or structures, including size, type, and flowline (upstream & downstream) elevations of structures.

(c) The **Engineer** shall obtain profiles of intersecting roadways that cross existing and proposed channels.

(d) The **Engineer** shall obtain flood plain and cross-sections (along with appropriate overbank data), and establish reach lengths, as required.

(2) <u>Data Collection</u>

(a) The **Engineer** shall perform site visits for field reconnaissance.

(b) The **Engineer** shall identify and obtain data to include, but not be limited to:

Previous Studies:

(i) Available previous hydraulic and/or engineering studies

(ii) Previous documentation and/or studies for Federal Emergency Management Agency (FEMA) floodway requirements.

Land Records:

(iii) Parcel mapping

(iv) Property assessment

(v) USGS topographic mapping

Property and Facility Management

(vi) Land acquisition and disposition

(vii) Building and property inventory

Land Use Planning and Zoning
(viii) General plan mapping
(vix) Zoning mapping
(x) Demographic mapping
(xi) Economic development
(xii) Linking to permitting systems
(xiii) Existing aerial photographs and/or mapping
Engineering
(xiv) Storm drain mapping
(xv) Subdivision mapping
(xvi) Street mapping
Public Safety
(xvii) Emergency preparedness plans
Environmental Assessment (if required by Federal/State agencies)
(xviii) Wetland mapping
(xix) National Pollution Discharge Elimination System (NPDES) permitting
(xx) Facility mapping
(xxi) Vegetation mapping
(xxii) Coastal zone management
Elections
(xxiii) District Boundary definition

(3) **Geographical Information System**
The **Engineer** shall develop a Geographical Information System (GIS) utilizing Environmental Systems Research Institute, Inc. (ESRI) ArcView with 3-D Analyst and GIS StreamPro, where appropriate to be compatible with the existing GIS being developed in the ***"Raymondville Drain Project"***. Import the collected data into ArcView for mapping purposes and presentations to facilitate the decision-making and analytical process for the development of the ***"Preliminary Engineering Report"***. ArcView will also be used to export data to the USACE Hydrologic Center's computer program HEC-River Analysis System (HEC-RAS), which will be used to develop the ***engineering*** models required for the hydraulic analysis of each lateral channel (and associated tributaries) and the plotting of the resultant floodplains. Specifically, ArcView will be used to export this data to HEC-RAS where it will be combined with the field surveyed channel data in order to construct full flood plain cross sections that reflect accurate channel and overbank data for the HEC-RAS models.

Note: During the performance of the following hydrologic / hydraulic analysis and the development of the alternate solutions and final recommendation, the **Engineer** will address and incorporate any findings of the environmental documentation process.

(4) **Hydrologic Analysis**
(a) The **Engineer** shall review and comment on the hydrologic analyses of portions of the Raymondville drainage watershed(s) that are located in Precinct No. 2 and No. 3.

(b) The **Engineer** shall review and comment on the comparison of peak flow rates, identified in the Raymondville drainage watershed(s) that are located in Precinct No. 2 and No. 3, with any available data from the National Flood Insurance Program (NFIP) or other studies to determine consistency of results.

III. Preliminary Engineering, Final Design & Construction (continued)

(5) **Hydraulic Analysis**

(a) The **Engineer** shall review and comment on the hydraulic analysis for each existing and proposed structure location utilizing the HEC-RAS computer program; utilizing Manning's Equation to compute water surface profiles with the inputs of cross-section data, roughness coefficients, and flow rates. Specific steps for the hydraulic analysis are outlined in tasks (b) through (g) below.

(b) The **Engineer** shall create the terrain Triangulated Irregular Network (TIN), if not provided by the **Owner**. This will be developed from a combination of field survey, aerial photogrammetry, and topographic mapping data in the development of a point table. With this point table, an event theme will be created in ArcView, which will create the terrain TIN with 3-D Analyst.

(c) The **Engineer** shall create 2-dimensional lines representing the channel centerline, high bank locations, flow path lines, and cross-section locations by locating the various and required poly lines over the terrain TIN develop the watershed layout over the base map

(d) The **Engineer** shall create the HEC-RAS GIS import file (ASCII text file); this will involve the correlation of the alignment of the cross-sections with the terrain TIN by extracting the elevations from the terrain TIN and creating a 3-dimensional cross-section theme.

(e) For verification of measured elevations, the **Engineer** shall edit the HEC-RAS GIS import file by selectively replacing the points taken from the terrain TIN at the channel with actual channel points obtained by the field survey.

(f) The **Engineer** will review and comment on the accuracy of the HEC-RAS modeling of the existing and proposed structures within Precinct No. 2 and No. 3 facilities authorized in work authorizations as outlined in Article 7 of the Agreement, and compare the hydraulic results to the effective FIS and existing 100-year flood levels.

(g) After the HEC-RAS model is satisfactory and the output deemed acceptable, the **Engineer** shall apply the GIS export function to create the HEC-RAS export file in preparation for the flood plain mapping.

(6) **Flood Plain Mapping**

(a) Utilizing the HEC-RAS GIS export file, and ArcView GIS StreamPro, the **Engineer** shall map the floodplain over the terrain TIN.

(b) The **Engineer** shall compare the results by placing the resulting floodplain mapping over the existing Flood Insurance Rate Map (FIRM): scan the FIRM and bring into ArcView an image for this comparison.

(7) **Alternate Solutions and Recommendations**

(a) The **Engineer** shall prepare preliminary cost estimates for each alternate solution and final recommendation.

(b) The **Engineer** shall summarize each alternate solution in sufficient detail to indicate clearly the problems involved in order for the **Owner** to make the appropriate comparisons to the **Engineer**'s final recommendations and provide the approval for the final design of the **Project**.

(c) The **Engineer** shall provide a formal and clearly outlined recommendation regarding the final design of the **Project**.

(8) **Final Report**
The **Engineer** shall prepare five (5) bound, color copies of the final ***"Preliminary Engineering Report"***, including all attachments, exhibits, preliminary layouts, sketches, profiles, and cost estimates.

(B) Final Design. After the **Owner** has approved the **Engineer**'s final recommendations as shown in the ***"Preliminary Engineering Report"*** and the recommendations meet all Federal, State, and County regulations and requirements (including permitting), the **Engineer** will perform all required ***engineering*** activities to provide the **Owner** with a complete and approved set of plans, specifications, and estimate (PS&E) for each phase of construction of the **Project**. Specific ***engineering*** activities, tasks, and/or special services to be provided by the **Engineer** will include:

(1) **Right-of-Way Data (Special Services)**
The **Engineer** shall provide a right-of-way (ROW) map to the **Owner** that properly describes the ROW the **Owner** is to acquire. All procedures and tasks involved in the development of the ROW map will be in accordance with the **Owner**'s local operating procedures and the Texas Board of Professional Land Surveying Practices Act. Individual activities and/or requirements include:

(a) Abstracting – The **Engineer** shall perform a preliminary title search and determine ownership information.

(b) Surveying – The **Engineer** shall obtain the required survey data needed to establish existing and proposed right-of-way lines, channel centerline alignment, private property lines, county and/or city limits, and any topographic information not clearly indicated by the aerial photogrammetry.

(c) The **Engineer** shall prepare the ROW map.

(d) The **Engineer** shall prepare field note descriptions on 8-1/2 x 14" sheets, signed and sealed by a Registered Professional Land Surveyor, for each parcel of land to be acquired as shown on the ROW map.

(e) The **Engineer** shall prepare parcel plats for each parcel of land to be acquired as shown on the ROW map. All parcel plats will be prepared on 8-1/2" x 14" sheets and signed and sealed by a Registered Professional Land Surveyor.

(f) Any revisions required to the ROW map, and associated documents, shall be made by the **Engineer** promptly, and at no additional cost or expense to the **Owner**. The **Engineer** shall immediately furnish such revised right-of-way map, and associated documents, to the **Owner** at no additional cost or expense to the **Owner**.

(2) **Design Field Surveying (Special Services)**
The **Engineer** shall perform field surveys and provide field layouts and/or information necessary to collect information required in the final design of the **Project**. This may include,

but not be limited to, additional channel sections for the determination of final earthwork, roadway cross sections and profiles for intersecting roadways, soil bore staking, and right-of-way staking.

(3) **Geotechnical Investigations (Special Services)**
The **Engineer** shall perform geotechnical investigations and testing for the purpose of foundation studies and design for any pavement, retaining walls, bridges, and/or miscellaneous structures that may be required for final design.

(4) **Permitting**
The **Engineer** shall furnish the necessary ***engineering*** data required to apply for regulatory permits from local, State, or Federal authorities.

(5) **Channel/Drainage Design**
The **Engineer** shall perform channel / drainage design for the proposed improvements to existing channels and/or facilities, as well as the proposed channels of the **Project**. The design of drainage improvements shall conform to the **Project** design criteria, and when possible, the standard designs required by the **Owner** (City, County, or State) of any associated roadways. These designs shall in all respects combine the application of sound ***engineering*** principles with a high degree of economy, and shall be submitted to the applicable City, County, State, and/or Federal agencies for approval.

(6) **Roadway Design**
The **Engineer** shall perform roadway design for any intersecting roadway approaches to the proposed improvements to the existing channels and/or proposed channels of the **Project**. The design of these roadways shall conform to the **Project** design criteria, and when possible, the standard designs required by the **Owner** (City, County, or State) of the associated roadway. These designs shall in all respects combine the application of sound ***engineering*** principles with a high degree of economy, and shall be submitted to the applicable City, County, State, and/or Federal agencies for approval.

(7) **Bridge Design**

(a) The **Engineer** shall perform bridge design required for any roadway crossings to the proposed improvements to the existing channels and/or proposed channels of the **Project**. The design of these bridges shall conform to the **Project** design criteria required by the **Owner** (City, County, or State), of the associated bridge structure and/or roadway, and the requirements set forth by the American Association of State Highway and Transportation Officials (AASHTO), "Standard Specifications for Highway Bridges". These designs shall in all respects combine the application of sound ***engineering*** principles with a high degree of economy, and shall be submitted to the applicable City, County, State, and/or Federal agencies for approval.

(b) Prior to performing structural detailing, the **Engineer** shall provide a bridge layout to the governing entity of the associated bridge structure and/or roadway for approval. Each bridge layout will include the required information set forth by the governing entity.

(8) **Plans, Specifications & Estimates (PS&E)**
(a) The **Engineer** shall prepare contract drawings, specifications and estimates for construction of the **Project** or portions of the **Project** as authorized by the **Owner**. These documents

shall in all respects combine the application of sound ***engineering*** principles with a high degree of economy, and shall be submitted to the applicable City, County, State, and/or Federal agencies for approval.

(b) All final plan sheets shall be developed, by the **Engineer**, on 11" x 17" reproducible, 4 mil, double-matte, white, opaque film.

(c) Graphics files shall be developed by the **Engineer** in Microstation design file format, and must plot consistent with the reproducible plots submitted.

(d) **Plan Sheets.** Plan sheets developed by the **Engineer** shall include, but not be limited to, title sheet, typical sections, sequence of construction, traffic control (as applicable), specification data (including schedules for minimum sampling and testing), estimate and quantity, plan-profile, channel details, roadway details (as applicable), bridge and culvert details, hydraulic details, and standards. (Standards may be used from governing entities, but must be signed and dated by the **Project Engineer** of responsible supervision as being applicable to the **Project**.)

(e) **Specifications.** Whenever possible, the **Engineer** shall use the Texas Department of Transportation's 1993 Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges. Other specifications may be developed by the **Engineer**, but must incorporate, to the extent possible, references to standard requirements of AASHTO design and AASHTO testing procedures.

(f) **Estimates.** The **Engineer** shall prepare detailed cost estimates and proposals of authorized construction, which shall include summaries of bid items and quantities based, insofar as practicable, on the unit price system of bidding. The **Engineer** shall not be required to guarantee the accuracy of those estimates.

(C) Construction Phase Services. The **Engineer** shall provide ***engineering*** services for each authorized construction contract of the **Project**. Specific ***engineering*** work activities, tasks, and/or special services to be provided by the **Engineer** will include:

(1) **Construction Bidding**

The **Engineer** shall prepare the documents for all necessary copies of approved plans, specifications, notices to bidders, and proposals.

Note: Services for assistance in advertising for each authorized construction contract for the **Project**, opening and tabulation of bids, recommendations to the **Owner** as to the proper action on all bid proposals received, and the preparation of formal contract documents for the award of each construction contract will be performed by the **Engineer**.

(2) **Project Site Representation**

(a) In general, the **Engineer** shall provide the ***engineering support and data*** required for consultation and advisement to the **Owner**, and to protect the **Owner** against defects and deficiencies in the work of the **Contractor**.

(b) **Daily and Weekly Reports.** The **Engineer** shall provide the ***engineering support and data*** required to monitor the **Contractor**'s progress with daily and weekly reports as outlined in the ***"Construction Management Policy & Procedures Manual"*** developed and

more particularly identified under I – Engineering Management in this exhibit. This information will be utilized for the development of the ***monthly progress report*** to be provided to the **Owner** as identified under I – Engineering Management in this exhibit.

(c) **Contractor Payment.** The **Engineer** shall take measurements and calculate quantities, in accordance with the construction contract specifications, of those items of work accepted and conforming to the construction contract specifications, for the preparation of the monthly and final estimates for payment to the **Contractor** as identified and performed under I – Engineering Management in this Exhibit. *Note:* The **Engineer** is not responsible for actual payments to the **Contractor**.

(d) The **Engineer** will provide **Project** site representation of the authorized construction contract as follows:

(i) **Project Engineer.** The **Engineer** will provide visits by the ***Project Engineer*** or a competent representative of the **Engineer** to the site of construction at least three times each week for the purpose of monitoring the **Contractor**'s progress and conformance to the construction contract plans and specifications.

(ii) **Resident Engineer.** If authorized by the **Owner**, the **Engineer** will furnish the services of a ***Resident Engineer*** and/or construction representative(s) for continuous on-the-site representation.

(3) <u>Miscellaneous Technical Activities</u>

(a) **Construction Field Surveying.** The **Engineer** shall perform all field surveys and field layouts, including construction staking and right-of-way staking.

(b) **Shop Drawings.** The **Engineer** shall review and check all shop or working drawings furnished by the **Contractor**.

(c) **Control of Materials & Equipment.** The **Engineer** shall provide inspection of all materials and equipment furnished/used by the **Contractor** as follows:

(i) Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction contract specifications.

(ii) Observe and/or perform **Project** record testing and/or independent assurance testing as outlined in the construction contract specifications.

(d) **Change Orders.** When applicable, the **Engineer** will prepare the ***engineering*** data, including plan sheet drawings, specifications, and estimates, for the preparation of construction contract change orders, which may be required due to actual field conditions encountered or new requirements directed by the **Owner**.

(4) <u>Final Acceptance</u>

(a) **Performance Testing.** Following the completion of construction by the **Contractor**, the **Engineer** shall provide the ***engineering*** support and data required for the initial operation of the **Project**. This will include inspection for conformance and recordkeeping for the necessary performance tests required by the construction contract specifications. The **Engineer** will provide this inspection with either the ***Project Engineer*** or ***Resident***

III. Preliminary Engineering, Final Design & Construction (continued)

Engineer, as directed by the **Owner**.

(b) **As-Built Drawings.** The **Engineer** shall develop as-built drawings to show the work as actually constructed.

EXHIBIT "B1"
Project Description

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
MASTER DRAINAGE SYSTEM PHASE II

The development and implementation of Hidalgo County Drainage District No. 1 Master Drainage System Phase II for the design and expansion of the Lateral Drain Outfall System (incorporated herein by reference as the **"Project"**) involves advance planning, preliminary engineering and design, final design and plans, specifications, and estimates (PS&E), right-of-way map preparation, and construction of proposed improvements. The proposed improvements include approximately 220.5 miles of channel/ditch facilities. Also included along the drainage outfall system, are the proposed improvements involving associated facilities such as bridges, culverts, headwalls, utility crossings, and downdrains.

The **Project** is located in Hidalgo County. The **Project** will consist of the following proposed lateral channels and sub channels:

- A-01
- E-01
- E-02
- F-01
- F-02
- F-03
- F-04
- F-05
- F-06
- F-07
- F-08
- J-01
- J-02
- J-03
- J-04
- J-05
- J-06
- J-07
- J-08
- J-09
- K-01
- K-02
- K-03
- K-04
- K-05
- K-07
- K-08
- M-01
- M-02
- M-03
- M-04
- M-05
- W-01
- W-02
- W-03
- W-04
- W-05
- W-06
- W-07

EXHIBIT "C"
Work Schedule

A detailed work schedule for each **Work Authorization,** identified and more particularly described in Article 7 of this Agreement, shall be prepared by the **Engineer** to be submitted and approved by the **Owner** in writing for each **Work Authorization.** The work schedule will provide specific work sequence and definite review times by the **Owner** and the **Engineer** of the work performed.

The **Engineer** will diligently pursue the completion of each **Work Authorization** as defined by the milestones and deliverable due dates outlined in each **Work Authorization**'s associated work schedule.

The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established work schedule.

EXHIBIT "D"

ENGINEER'S Contract Rate Schedule

TEDSI Infrastructure Group, Inc.

LABOR:

Job Description	Contract Rate** 2004	Contract Rate** 2005	Contract Rate** 2006	Contract Rate** 2007	Contract Rate** 2008	Contract Rate** 2009	Contract Rate** 2010	Contract Rate** 2011	Contract Rate** 2012	Contract Rate** 2013	Contract Rate** 2014
Engineering											
Principal (QC/QA)	$204.18	$214.39	$225.11	$236.36	$248.18	$260.59	$273.62	$287.30	$301.67	$316.75	$332.59
Project Manager (VIII)	$185.95	$195.25	$205.01	$215.26	$226.02	$237.32	$249.19	$261.65	$274.73	$288.47	$302.89
Sr. Engineer (V)	$170.16	$178.67	$187.60	$196.98	$206.83	$217.17	$228.03	$239.43	$251.40	$263.97	$277.17
Project Engineer (III)	$151.96	$159.56	$167.54	$175.91	$184.71	$193.94	$203.64	$213.82	$224.51	$235.74	$247.53
Engineer (I)	$145.85	$153.14	$160.80	$168.84	$177.28	$186.15	$195.45	$205.23	$215.49	$226.26	$237.57
Sr. Engineering Designer	$121.53	$127.61	$133.99	$140.69	$147.72	$155.11	$162.86	$171.00	$179.56	$188.53	$197.96
Environmental Scientist	$109.41	$114.88	$120.62	$126.66	$132.99	$139.64	$146.62	$153.95	$161.65	$169.73	$178.22
Engineering Designer	$104.55	$109.78	$115.27	$121.03	$127.08	$133.44	$140.11	$147.11	$154.47	$162.19	$170.30
CADD Operator	$74.16	$77.87	$81.76	$85.85	$90.14	$94.65	$99.38	$104.35	$109.57	$115.05	$120.80
Secretary	$66.86	$70.20	$73.71	$77.40	$81.27	$85.33	$89.60	$94.08	$98.78	$103.72	$108.91
Surveying											
Reg. Public Land Surveyor	$145.00	$152.25	$159.86	$167.86	$176.25	$185.06	$194.31	$204.03	$214.23	$224.94	$236.19
Project Supervisor SIT	$120.00	$126.00	$132.30	$138.92	$145.86	$153.15	$160.81	$168.85	$177.29	$186.16	$195.47
Survey Technician	$95.00	$99.75	$104.74	$109.97	$115.47	$121.25	$127.31	$133.67	$140.36	$147.38	$154.74
Abstractor	$75.00	$78.75	$82.69	$86.82	$91.16	$95.72	$100.51	$105.53	$110.81	$116.35	$122.17
2-man Survey Crew	$125.00	$131.25	$137.81	$144.70	$151.94	$159.54	$167.51	$175.89	$184.68	$193.92	$203.61
3-man Survey Crew	$150.00	$157.50	$165.38	$173.64	$182.33	$191.44	$201.01	$211.07	$221.62	$232.70	$244.33
4-man Survey Crew	$185.00	$194.25	$203.96	$214.16	$224.87	$236.11	$247.92	$260.31	$273.33	$287.00	$301.35

**These are the rates to be determined for each work authorization

NON-LABOR:***

Mileage	****
Car Rental	****
Lodging (in state)	****
Meals	****
Air Travel	at cost
Overnight Carrier cost	$20/letter
GPS Equipment	$500/day
Copies	$.10/ea
Bond Plots	$0.75/sq.ft.
Color Plots	$1.50/sq.ft.
Mylar Plots	$1.60/sq.ft.

***These are the aniticpated non-labor rates to be used to negotiate purchase orders for special or excluded services, and/or additional work; and may be re-negotiated on a yearly basis. Other non-labor rates may be determined at time of negotiation. At the rates authorized by Hidalgo County for County Officials

EXHIBIT "D1"
Fee Breakdown

For and in consideration of the ***Basic Services*** as more particularly identified in **EXHIBIT "B"** attached to this Agreement and to be rendered by the **Engineer,** the **Owner** shall pay the **Engineer** the **Basic Services Fee** as defined in Article 5.1 of this Agreement, and as more particularly identified as follows:

Basic Services Fee = 9% of the construction cost of the **Project**

Whereas, **Engineering Fee** is the compensation to the **Engineer** for ***Basic Services*** provided by the **Engineer** under I – Engineering Management, II – Preliminary Project Planning & Development and III – Preliminary Engineering, Design and Construction, all of which are more particularly described in **EXHIBIT "B"** attached to this Agreement; and,

EXHIBIT "D2"
Funding Source Incentive

In accordance with Article 5.3 of this Agreement, the **Owner** shall provide an incentive opportunity to the **Engineer** in consideration for services rendered regarding the corporate sponsorship performed by the **Engineer** for obtaining funding from potential funding sources for the development and construction of the **Project** (identified and more particularly described in **EXHIBIT "B1"** attached to this Agreement). This funding source incentive fee shall be considered a special service as outlined in Article 5.2.

The **Owner** will increase the **Basic Services Fee**, as identified in **EXHIBIT "D1"** attached to this Agreement, for compensation to the **Engineer**, from nine percent (9%) up to a maximum of nine and one-half percent (9.50%) of the construction cost of the **Project** for obtaining funding from potential funding sources for **Project** development and construction. The basis of compensation will be as follows:

(Funding Obtained / Construction Cost) %	Increase *EM* Fee up to:
00.01% – 12.50%	9.0625%
12.51% – 25.00%	9.1250%
25.00% – 37.50%	9.1875%
37.51% – 50.00%	9.2500%
50.01% – 62.50%	9.3125%
62.51% – 75.00%	9.3750%
75.01% – 87.50%	9.4375%
87.51% – 100.00%	9.5000%

Payments to the **Engineer** in meeting the incentive requirements stated above will be made, in accordance with the terms and provisions of Article 6 of this Agreement, by the **Owner**, upon presentation of a **Request for Payment** by the **Engineer**. Previous payments made to the **Engineer** for the **Basic Services Fee** will be ultimately reconciled to the increased fee for **Basic Services Fee** as obtained through these incentive requirements, and the amount of reconciled payment to the **Engineer** for the increased fee for **Basic Services Fee** shall be applied in the next applicable **Request for Payment** by the **Engineer**.

EXHIBIT "E"

Work Authorization Form

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 7 of the Agreement made by and between the **HIDALGO COUNTY DRAINAGE DISTRICT NO. 1**, acting herein by and through it's **BOARD OF DIRECTORS**, hereinafter called the OWNER and TEDSI Infrastructure Group, professional engineers of Mission, Texas, hereinafter called the ENGINEER.

PART 1. Scope of Work.

_____

_____

_____

The scope of services to be provided by the **Owner** is identified in **Exhibit "A" –*Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in **Exhibit "B" –*Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. Estimated Cost. The estimated professional engineering fee for providing these services under this Work Authorization is **$**_____. This amount is based upon the fee breakdown included as Exhibit "D1" utilizing the contract rates established in Exhibit "D" of said agreement and attached hereto.

PART 3. Payment. Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Articles 5, 6, and 7 of the **Agreement**.

PART 4. Period of Service. This Work Authorization shall become effective on the date of final acceptance of the parties hereto.

PART 5. Responsibilities and Obligations. This Work Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 6. Acceptance and Acknowledgement. This Work Authorization is hereby accepted and acknowledged as indicated below and effective as of ___ day of _____, 20___.

THE ENGINEER:
TEDSI Infrastructure Group

BY: _____
Jessse Salinas, (Ex. Vice President)

THE OWNER:
HIDALGO COUNTY DRAINAGE DISTRICT NO 1

BY: _____
Chairman of the Board

LIST OF ATTACHMENTS

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

EXHIBIT "F"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. 1
TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of Section 4 of the Agreement made by and between the **HIDALGO COUNTY DRAINAGE DISTRICT NO. 1**, acting herein by and through it's **BOARD OF DIRECTORS**, hereinafter called the OWNER and TEDSI Infrastructure Group, professional engineers of Mission, Texas, hereinafter called the ENGINEER.

WITNESSETH

WHEREAS, the OWNER and the ENGINEER executed the Agreement on the ____ day of _____, 200__ concerning engineering and related services for the Preliminary Engineering, Final Design and Construction of the facilities for Phase II of Hidalgo County's Master Drain System, Hidalgo County, Texas (hereinafter referred to as the "Project"); and,

WHEREAS, Section _____ of the Agreement, _____*(Section Title)*_____, establishes __ _____; and,

WHEREAS, it has become necessary to amend the contract to _____ _____

AGREEMENT

NOW THEREFORE, premises considered, the OWNER and ENGINEER agree that said Agreement is amended as follows:

I. Section _____ of the Agreement, ___*(Section Title)*_____ is revised to _____ _____ _____ _____

THE ENGINEER:
TEDSI INFRASTRUCTURE GROUP

BY:_____
Jesse Salinas, Executive Vice President

THE OWNER:
HIDALGO COUNTY DRAINAGE DISTRICT No. 1

BY:_____
Chairman of the Board

LIST OF ATTACHMENTS

(as required)

EXHIBIT "G"

Certificate of Insurance Form – Hidalgo County

Hidalgo County
CERTIFICATE OF INSURANCE

NOTE: Copies of the endorsements listed below are not required as attachments to this certificate.

The named Engineer, Consultant or Contractor shall not commence work until he/she has obtained the minimum insurance specified in Section II, below, and obtained the following endorsements: Hidalgo County as an Additional Insured for coverages 3 and 4, and a Waiver of Subrogation in favor of the Hidalgo County under coverages 2,3 and 4. Only certificates of insurance published by Hidalgo County are acceptable as proof of insurance; commercial carriers' certificates are unacceptable.

SECTION I IDENTIFICATION DATA

1.1 Insured Name (of Engineer, Consultant or Contractor)

1.2 Street/Mailing Address

1.3 City	1.4 State	1.5 Zip

1.6 Phone Number
Area Code ( )

SECTION II TYPE OF INSURANCE

Type	Policy Number:	Effective Date:	Expiration Date:	Limits of Liability Not Less Than:
2. WORKERS' COMPENSATION				
	2.1	2.2	2.3	Statutory Texas
Endorsed with a Waiver of Subrogation in favor of Hidalgo County				
3. COMMERCIAL GENERAL LIABILITY				
Bodily Injury/Property Damage	3.1	3.2	3.3	$1,000,000 combined single limit each claim and in the aggregate
Endorsed with Hidalgo County as an Additional Insured and endorsed with a Waiver of Subrogation in favor of Hidalgo County.				
4. TEXAS BUSINESS AUTOMOBILE POLICY				
A. Bodily Injury	4.1	4.2	4.3	$250,000 ea. Person $500,000 ea. Claim
B. Property Damage	4.4	4.5	4.6	$100,000 ea. Claim
Endorsed with Hidalgo County as an Additional Insured and endorsed with a Waiver of Subrogation in favor of Hidalgo County.				
5. PROFESSIONAL LIABILITY				
	5.1	5.2	5.3	$1,000,000 combined single limit each claim in the aggregate

SECTION III CERTIFICATION

This Certificate of Insurance neither affirmatively nor negatively amends, extends, or alters the coverage afforded by the above insurance policies issued by the insurance company named below.
Cancellation of the insurance policies shall not be made until THIRTY DAYS AFTER the undersigned agent or his/her company has sent written notices by certified mail to the Engineer, Consultant or Contractor and Hidalgo County.
THIS IS TO CERTIFY to Hidalgo County that the insurance policies above meet all the requirements stipulated above and such policies are in full force and effect.

6.1 Name of Insurance Company			7.1 Name of Authorized Agent		
6.2 Company Address			7.2 Agent's Address		
6.3 City	6.4 State	6.5 Zip	7.3 City	7.4 State	7.5 Zip
7.6 Authorized Agent's Phone No. Area Code ( )			*Original Signature of Authorized Agent* Date		

Hidalgo County
CERTIFICATE OF INSURANCE (Back of Form)

Hidalgo County
Certificate of Insurance Requirements

Only the Hidalgo County Certificate of Insurance (COI) forms are acceptable as proof of insurance.

The named insured on the COI and the name of the Engineer, Consultant, or Contractor, as it appears on the Agreement for Professional Services, must be the same.

The signature of the agent must be original in ink; stamped/typed/printed signatures are unacceptable.

WORKER'S COMPENSATION

The following requirements apply to WORKER'S COMPENSATION coverage:

- If the Engineer, Consultant, or Contractor has any employees, in addition to himself/herself, then the Engineer, Consultant, or Contractor is required to have workers' compensation insurance.
- The word STATUTORY, under limits of liability, means that the benefits allowed under the Texas Workers' Compensation Law will be paid by the insurer.
- Relatives of the Engineer, Consultant or Contractor (spouse, sons, daughters) must be covered by workers' compensation insurance.

GROUP HEALTH insurance may not be substituted for WORKERS' COMPENSATION insurance.

COMMERCIAL GENERAL LIABILITY

COMMERCIAL GENERAL & PROFESSIONAL LIABILITY insurance is usually sold in only Combined Single Limit coverage. In the event the coverages are specified separately, they must be at *least* these amounts:

Bodily Injury	-	$750,000 each claim
Property Damage	-	$250,000 each claim $1,000,000 aggregate

Note: This coverage was previously known as Comprehensive General Liability insurance. Some older policies may still carry this identification. This is acceptable.

MANUFACTURERS' AND CONTRACTORS' LIABILITY insurance is not an acceptable substitute for COMMERCIAL GENERAL LIABILITY insurance.

TEXAS BUSINESS AUTOMOBILE POLICY

The coverage amount for a *TEXAS BUSINESS AUTOMOBILE POLICY* may be shown as a minimum of $1,000,000 Combined Single Limit for bodily injury and property damage by a typed or printed entry and deletion of the specific amounts listed for Bodily and Property Damage.

BASIC AUTOMOBILE LIABILITY insurance is not an acceptable substitute for a TEXAS BUSINESS AUTOMOBILE POLICY or COMPREHENSIVE AUTOMOBILE LIABILITY insurance.

DRAINAGE DISTRICT BOARD OF DIRECTORS
AGENDA

Ramon Garcia
Chairman

Sylvia S. Handy
Board Member

Joe M. Flores
Board Member

Hector "Tito" Palacios
Board Member

Oscar L. Garza, Jr.
Board Member

NOTICE

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Drainage District #1 Board of Directors will be held on TUESDAY, MARCH 23, 2004 at 9:30 A.M., in the Commissioners Courtroom of the Administration Building, Edinburg, Hidalgo County, Texas, discussion and possible action relating to the following business will be transacted:

DRAINAGE DISTRICT

1. **Roll Call**
2. **Open Forum**
3. **Approval of Consent Agenda**
4. **Update Hidalgo County Drainage District #1 Investment Policy**
5. **Approval to create obj. 442 (rental) & line item transfer - $ 5,838.60**
6. **Approval to delete vacant slot #17**
7. **Approval to create two (2) laborer positions and set salary @ $ 21,082.83 each**
8. **Approval to delete vacant slot #26 truck driver and create shredder operator and set salary @ $21,271.14 (approved by H.R.)**
9. **Approval to increase salary for slot #60 Shredder operator by $ 2,000.00 due to certification/additional duties**
10. **Approval to create Field Construction Supervisor position and set salary @ $ 36,750.00**
11. **Requesting exemption from competitive bidding requirements for professional/engineering services with TEDSI Infrastructure Group**
12. **Approval of professional services agreement with TEDSI Infrastructure group for services related to east District Lateral drains**

AI-18404 **8.**

Section 125 Voluntary Insurance Products & COBRA Adm. Svc. for Drainage District

DRAINAGE DISTRICT

Date: 11/10/2009
Submitted By: Gricelda Villarreal, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.

Information

CAPTION

A. Presentation of scoring & evaluation grid for the purposes of ranking of the responses received in connection with the request for proposals: "Section 125 Voluntary Insurance Products and COBRA Administration Services for Hidalgo County";
B. Award of the "Section 125 Voluntary Insurance Products and COBRA Administration Services for Hidalgo County for the following:

1. Dental;
2. Vision;
3. Cancer;
4. Accidental;
5. Long Term and Short Term Disability;
6. Heart & Stroke;
7. COBRA Administration Services;
8. Other:

C. Authority to negotiate (if required) contracts for the Voluntary Insurance Products and COBRA Administration Services.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCOUNT #:

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

BUDGETARY IMPACT:

Most of the budgetary impact is borne by the participating employees via payroll deduction.

Attachments

Link: Participaiton and Acceptance Logs

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/04/2009 04:44 PM	APRV

2	Perla Lopez	Perla Lopez	11/05/2009 08:50 AM	APRV
3	Final Approval		11/06/2009 03:41 PM	NEW

Form Started By: Gricelda Villarreal

Started On: 11/04/2009 03:49 PM

Final Approval Date: 11/06/2009

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS
IBF-RFP-RFQ-RFI

RFP ACCEPTANCE DATE: **September 30TH , 2009** **RFP ACCEPTANCE TIME:** **9:30 A.M**

DEPARTMENT/PROPOSAL DESCRIPTION: **"SECTION 125 VOLUNTARY INSURANCE PRODUCTS FOR HIDALGO COUNTY AND DRAINAGE DISTRICT NO. ONE"**

RFP NO: **2009-350-09-30-CGV**

	NAME OF PROPOSER: COMPANY/FIRM & REPRESENTATIVE'S NAME	**PROPOSAL REQUEST *VIA**	**SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT**	**DATE**	**PHYSICAL ADDRESS CITY*STATE*ZIP PHONE & FAX NO.S**
1.	JESSE TREVINO INSURANCE AGENCY, INC. ALLEN BASSUK	√	abassuk@itiai.com	9/08/2009	5835 CALLAGHAN RD. SUITE 320 SAN ANTONIO, TX 78228 PH: 210-521-8803 ext. 3 FX: 210-521-8854
2.	MORALES INSURANCE SERVICES PETE MORALES	√	pmorales3035@sbcglobal.net	9/08/2009	1618 PECAN McALLEN, TEXAS 78501 OFFICE: 956-630-4343 FAX: 956-630-4374 CELL: 956-624-4132
3.	RUTH VILLARREAL INSURANCE RUTH VILLARREAL	√	info@ruthvillarreal.com	9/08/2009	2407 N. SHARY RD STE. A MISSION, TEXAS 78572 PH: 956-585-0060
4.	ALAMO INSURANCE GROUP INC. LETICIA GARICA/ JAVIER GUEVARA	√	Lgarica@alamoinsgrp.com	9/08/2009	3201 CHERRY RIDGE DR. SUITE D405 SAN ANTONIO, TX 78230 VOICE: 210-524-7113 FAX: 210-524-7164 CELL: 210-313-0083
5.	AFLAC MARK LOPEZ	IP	turtangel@yahoo.com	9/08/2009	3210 W. ALBERTA RD SUITE A McALLEN, TX 78501 PH: 956-681-0410

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
PROPOSER LIST MAIL OUT (PLM)

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS
IBF-RFP-RFQ-RFI

RFP ACCEPTANCE DATE: **September 30TH , 2009** **RFP ACCEPTANCE TIME:** **9:30 A.M**

DEPARTMENT/PROPOSAL DESCRIPTION: **"SECTION 125 VOLUNTARY INSURANCE PRODUCTS FOR HIDALGO COUNTY AND DRAINAGE DISTRICT NO. ONE"**

RFP NO: **2009-350-09-30-CGV**

	NAME OF PROPOSER: COMPANY/FIRM & REPRESENTATIVE'S NAME	**PROPOSAL REQUEST *VIA**	**SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT**	**DATE**	**PHYSICAL ADDRESS CITY*STATE*ZIP PHONE & FAX NO.S**
6.	AFLAC CARMEN M. PEDRAZA-SILVA	IP	carmen_pedrazasilva@us.aflac.com	9/08/09	1900 W. UNIVERSITY SUITE 6-123 EDINBURG, TX 78539 OFFICE: 956-457-0404 FAX: 956-383-0089
7.	AFLAC JOHN MACKEY	IP	john_mackeyiii@us.aflac.com	9/08/09	3210 W. ALBERTA RD SUITE A McALLEN, TX 78501 PH: 956-681-0410
8.	AFLAC PHILIOCAN ALICHIO	IP	philiocanalichio@aol.com	9/08/09	3210 W. ALBERTA RD SUITE A McALLEN, TX 78501 PH: 956-681-0410
9.	AFLAC ANNA SPENCER	IP	anna_spencer@us.aflac.com	9/08/09	1900 W. UNIVERSITY SUITE 6-123 EDINBURG, TX 78539 OFFICE: 956-457-0404 FAX: 956-383-0089
10	METLIFE CHUCK MULKEY	√	cmulkey@metlife.com	9/09/09	2805 N. DALLAS PARKWAY SUITE 215 PLANO, TX 75093 PH: (800)236-8489 CELL: 214-395-7480

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
PROPOSER LIST MAIL OUT (PLM)

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS
IBF-RFP-RFQ-RFI

RFP ACCEPTANCE DATE: **September 30TH , 2009** **RFP ACCEPTANCE TIME:** **9:30 A.M**

DEPARTMENT/PROPOSAL DESCRIPTION: **"SECTION 125 VOLUNTARY INSURANCE PRODUCTS FOR HIDALGO COUNTY AND DRAINAGE DISTRICT NO. ONE"**

RFP NO: **2009-350-09-30-CGV**

	NAME OF PROPOSER: COMPANY/FIRM & REPRESENTATIVE'S NAME	**PROPOSAL REQUEST *VIA**	**SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT**	**DATE**	**PHYSICAL ADDRESS CITY*STATE*ZIP PHONE & FAX NO.S**
11.	MULLEN PENSION & BENEFITS GROUP,LP MICHELLE ULLMAN	√	michellempg@swbell.net	9/09/09	4115 MEDICAL DRIVE STE. 410 SAN ANTONIO, TEXAS TOLL FREE: 800-723-6616 OFFICE: 210-949-0282 FAX: 210-949-0282
12.	COMPLETE BENEFIT SERVICES VANESSA MENDOZA	√	vanessa.mendoza@completebenefitservice.com	9/09/09	702 WYOMING EL PASO, TEXAS 79902 OFFICE: 915-542-3531 FAX: 915-532-1426 CELL: 915-497-0908
13.	COMPLETE BENEFIT SERVICES KALENA WILLEY	√	kalena@completebenefitservices.com	9/9/09	702 WYOMING EL PASO, TEXAS 79902 OFFICE: 915-542-3531 FAX: 915-532-1426 CELL: 915-497-0908
14.	ENTRUST, INC. ROBERTO PFAUMER	√	rpflamer@entrustinc.com	9/9/09	147 ST. MARY'S LANE SUITE 150 HOUSTON, TEXAS 77079 FAX: 281-204-0771
15.	HARTFORD LIFE INSURANCE SHEILA WIATR	√	sheila.wiatr@hartfordlife.com	9/10/09	PHONE: (860) 843-6920 FAX: (860) 392-1082 MOBILE: (860) 810-0634

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
PROPOSER LIST MAIL OUT (PLM)

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS
IBF-RFP-RFQ-RFI

RFP ACCEPTANCE DATE: **September 30TH , 2009** **RFP ACCEPTANCE TIME:** **9:30 A.M**

DEPARTMENT/PROPOSAL DESCRIPTION: **"SECTION 125 VOLUNTARY INSURANCE PRODUCTS FOR HIDALGO COUNTY AND DRAINAGE DISTRICT NO. ONE"**

RFP NO: **2009-350-09-30-CGV**

	NAME OF PROPOSER: COMPANY/FIRM & REPRESENTATIVE'S NAME	**PROPOSAL REQUEST *VIA**	**SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT**	**DATE**	**PHYSICAL ADDRESS CITY*STATE*ZIP PHONE & FAX NO.S**
16.	BLOCK VISION CARIL KOLB	√	ckolb@blockvision.com	9/10/09	325 COLUMBIA TPKE SUITE 303 FLORHAM PARK NEW JERSEY 07932 PHONE: 973-805-2350 FAX: 973-805-2368
17.	FBMC PREMIER BENEFITS SOLUTIONS VARONIA WALKER	√	vwalker@fbmc.com	9/10/09	3101 SESSIONS ROAD TALLAHASSEE, FL 32303 PHONE: 800-872-0345 FAX: 850-425-6220
18.	National Benefit Service Center, Inc. LMSA ASSOCIATION STEVE L. BEUMER	√	lmsassoc@aol.com	9/10/09	P.O. Box 948094 Maitland, Florida 32794-8094 Ph.: 407-629-4108 FAX 407-629-4247
19.	Puro Aseguro Robert Ramirez	√	rr@puroaseguro.com rramirez@rgv.rr.com	9/11/09	514 S. I Road Pharr, TX 78577 PHONE: 956-783-1137
20.	WILLIS HRH BEN D. SMITH	√	ben.smith@willis.com	9/11/09	1400 NORTH McCOLL RD SUITE 105 P.O. BOX 3785 MCALLEN,TX 78502-3785 PHONE: 956-682-9423 FAX: 956-668-3605

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
PROPOSER LIST MAIL OUT (PLM)

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS
IBF-RFP-RFQ-RFI

RFP ACCEPTANCE DATE: **September 30TH , 2009** **RFP ACCEPTANCE TIME:** **9:30 A.M**

DEPARTMENT/PROPOSAL DESCRIPTION: **"SECTION 125 VOLUNTARY INSURANCE PRODUCTS FOR HIDALGO COUNTY AND DRAINAGE DISTRICT NO. ONE"**

RFP NO: **2009-350-09-30-CGV**

	NAME OF PROPOSER: COMPANY/FIRM & REPRESENTATIVE'S NAME	**PROPOSAL REQUEST *VIA**	**SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT**	**DATE**	**PHYSICAL ADDRESS CITY*STATE*ZIP PHONE & FAX NO.S**
21.	TEXAS INSURANCE SERVICE CENTER, INC. BECKY SILVA	√	becky@iav-texas.com	9/14/09	521 S. 77 SUNSHINE STRIP HARLINGEN,TEXAS 78550 PHONE: 800-750-0490
22.	POWER GROUP ADMINISTRATORS KELLY HOEFER	√	khoefer@pgcompanies.com	9/14/09	P.O. BOX 25991 OVERLAND PARK, KS 66225 DIRRECT: 913-754-5946 FAX: 866-578-1673 TOLL-FREE: 800-847-0038
23.	WORKPLACE BENEFIT ADVISORS OMAR CARRASCO	√	ocarrasco03@aol.com	9/15/09	819 NORTH I ROAD PHARR, TEXAS 78577 PHONE: 956-781-7771 TOLL-FREE 888-556-2825 FAX: 956-781-9318
24.	CARRUTHAND ASSOCIATES CELIA	√	carruthandassoc@aol.com	9/16/09	308 NOLANA MCALLEN, TXAS
25.	ASSURANT EMPLOYEE BENEFITS JON YOUNGBLOOD	√	jonathan.youngblood@assurant.com	9/17/09	CELL: 972-689-1390

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
PROPOSER LIST MAIL OUT (PLM)

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS
IBF-RFP-RFQ-RFI

RFP ACCEPTANCE DATE: **September 30TH , 2009** **RFP ACCEPTANCE TIME:** **9:30 A.M**

DEPARTMENT/PROPOSAL DESCRIPTION: **"SECTION 125 VOLUNTARY INSURANCE PRODUCTS FOR HIDALGO COUNTY AND DRAINAGE DISTRICT NO. ONE"**

RFP NO: **2009-350-09-30-CGV**

	NAME OF PROPOSER: COMPANY/FIRM & REPRESENTATIVE'S NAME	**PROPOSAL REQUEST *VIA**	**SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT**	**DATE**	**PHYSICAL ADDRESS CITY*STATE*ZIP PHONE & FAX NO.S**
26.	FARMERS INSURANCE ALDO QUESADA	√	aldoquesada@yahoo.com	9/17/09	Work: 956-787-9292 CELL: 956-472-1084
27.	ASSURANT EMPLOYEE BENEFITS JON YOUNGBLOOD	√	jonathan.youngblood@assurant.com	9/17/09	CELL: 972-689-1390
28.	A PENSION LIVE, LLC COMPANY BRAD GRANT	√	bgant@pandblive.com	9/22/09	2531 MCKINNEY AVE. SUITE A DALLAS, TEXAS 75201 PHONE: 800-963-5358 FAX: 800-963-5358 CELL: 972-333-6895
29.	Western & Southern Life David Deleon	√	david.deleon@wslife.com	9/29/09	1906 East Tyler Ave, Ste E-1 Harlingen, Texas 78550 Ph.: 956-423-4810, Ext 120 Fax: 956-423-4823 Cell: 956-242-9058
30.					

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
PROPOSER LIST MAIL OUT (PLM)

HIDALGO COUNTY PURCHASING DEPARTMENT
PROPOSAL ACCEPTANCE SHEET

DEPARTMENT NAME: Hidalgo County and Hidalgo County Drainage District No. 1

PROPOSAL ACCEPTANCE DATE: September 30, 2009

PROPOSAL ACCEPTANCE TIME: 9:30 A.M.

DESCRIPTION OF PROPOSAL: RFP- "Section 125 Voluntary Insurance Products"

PROPOSAL NO: 2009-350-09-30CGV

RFP #	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT OF RFP RESPONSE	ADDENDUM
#01	Humana Specialty Benefits Jesse Trevino Insurance & Alamo Insurance Co.	√√	√
#02	Colonial Life and Accident Insurance Co. Puro Aseguro & Salazar Insurance Group	√√	√
#03	Colonial Life & Accident Insurance Co. First Financial Administration Inc.	√√	√
#04	Bay Bridge Administration Inc. Jesse Trevino Insurance Agency	√√	√
#05	Ameritas Group First Financial Group, Alamo Ins. Group & Puro Aseguro	√√	√
#06	Avesis Alamo Insurance Group	√√	√
#07	Lincoln Financial Group Bob Trevino Insurance Agency	√√	√
#08	Puro Aseguro Insurance Agency Online Enrollment Systems	√√	√
#09	Lincoln Financial Group Puro Aseguro Inc.	√√	√
#10	AFLAC Lone Star Insurances Inc., McAllen, Texas	√√	√

HIDALGO COUNTY PURCHASING DEPARTMENT
PROPOSAL ACCEPTANCE SHEET

DEPARTMENT NAME: Hidalgo County and Hidalgo County Drainage District No. 1	
PROPOSAL ACCEPTANCE DATE: September 30, 2009	**PROPOSAL ACCEPTANCE TIME: 9:30 A.M.**
DESCRIPTION OF PROPOSAL: RFP- "Section 125 Voluntary Insurance Products"	
PROPOSAL NO: 2009-350-09-30CGV	

RFP #	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT OF RFP RESPONSE	ADDENDUM
#11	Guardian Jesse Trevino Insurance	√√	√
#12	ING Employee Benefits Alamo Insurance Group	√√	√
#13	Allstate Work Place Division Alamo Insurance Group	√√	√
#14	Aetna Alamo Insurance Group	√√	√
#15	Cobra Today TASC, Ron Ledgerwood	√√	√
#16	First Financial Group Kevin McCarthy	√√	√
#17	Standard Insurance Company Alamo Insurance Group	√√	√
#18	Texas Life Insurance Company First Financial Group-Kevin McCarthy	√√	√
#19	MetLife-Group Benefits Jesse Trevino and Alamo Insurance Group	√√	√
#20	MGM Benefit Group Dennis Carruth & Associates	√√	√

HIDALGO COUNTY PURCHASING DEPARTMENT
PROPOSAL ACCEPTANCE SHEET

DEPARTMENT NAME: Hidalgo County and Hidalgo County Drainage District No. 1

PROPOSAL ACCEPTANCE DATE: September 30, 2009	**PROPOSAL ACCEPTANCE TIME: 9:30 A.M.**

DESCRIPTION OF PROPOSAL: RFP- "Section 125 Voluntary Insurance Products"

PROPOSAL NO: 2009-350-09-30CGV

RFP #	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT OF RFP RESPONSE	ADDENDUM
#21	Blue Cross Blue Shield Jesse Trevino & Alamo Insurance Group	√√	√
#22	United Concordia Dental Alamo Insurance Group	√√	√
#23	UNUM Alamo Insurance Group	√√	√
#24	National Benefits Services Steve Beumer	√√	√
#25	VSP-Vision Services Insurance Co. Alamo Insurance Group	√√	√
#26	Colonial Life Marketing Peter Morales & Newkirk and Newkirk	√√	√
#27	CBS-Complete Benefits Services El Paso, Texas	√√	√
#28	Eyetopia Alamo Insurance Group	√√	√
#29	Eyetopia First Financial Group	√√	√
#30	Eyetopia Dennis Carruth & Associates	√√	√

HIDALGO COUNTY PURCHASING DEPARTMENT
PROPOSAL ACCEPTANCE SHEET

DEPARTMENT NAME: Hidalgo County and Hidalgo County Drainage District No. 1	
PROPOSAL ACCEPTANCE DATE: September 30, 2009	**PROPOSAL ACCEPTANCE TIME: 9:30 A.M.**
DESCRIPTION OF PROPOSAL: RFP- "Section 125 Voluntary Insurance Products"	
PROPOSAL NO: 2009-350-09-30CGV	

RFP #	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT OF RFP RESPONSE	ADDENDUM
#31	Eyetopia Jesse Trevino Insurance Agency	√√	√
#32	Block Vision Inc. Dennis Carruth and Associates	√√	√
#33	American Public Life First Financial Administrators	√√	√
#34	Mullen Pension & Benefits Group LP	√√	√
#35	Conexis- Cobra and FSA Benefit & Admin. Services; Alamo Ins. Group	√√	√
#36	Ceridian Cobra & HIPAA Administration	√√	√
#37	Benefits Connect-Online System Alamo Insurance Group	√√	√
#38	Employee Benefits Specialists Inc, Alamo Insurance Group	√√	√
#39	Lincoln National Life Insurance Alamo Insurance Group	√√	√
#40	Dental Select Jesse Trevino Insurance	NO RESPONSE PROPOSAL LETTER SUBMITTED	

AI-18360 **9.**

PR/CO/Inv

DRAINAGE DISTRICT

Date: 11/10/2009

Submitted By: Minerva Luna, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

A. Request approval of Payment Request No. 16 to Ballenger Construction Company, for the Construction of Common Levee Anzaldua Dike Improvement Project (5.3 miles).

B. Request approval to process manual checks to Ballenger Construction Company for the above mentioned project pending the completion of the audit process.

C. Request approval of Payment Request No. 11 to Ballenger Construction Company for the Construction of DHS 0-4A (3.87 miles).

D. Request approval of Payment Request No. 10 to Ballenger Construction Company for the Construction of DHS 0-4C (0.44 miles).

E. Request approval of Payment Request No. 12 (Partial Release of Retainage) and No. 13 to Ballenger Construction Company for the Construction of DHS 0-6A (2.59 miles).

F. Request approval of Payment Request No. 14 to SER Construction Partners, LTD., for the Construction of DHS 0-6BC (1.38 miles).

G. Request approval of Payment Request No. 11 and No. 12 to SER Construction Partners, LTD., for the Construction of DHS 0-7 (0.9 miles).

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

I. Request approval of Change Order No. 32 on the Contract with SER Construction Partners, LTD. for the Construction of DHS 0-6BC. Subject to Department of Homeland Security (DHS) concurrence.

J. Request approval of Change Order No. 21 and No. 22 on the Contract with SER Construction Partners, LTD. for the Construction of DHS 0-7. Subject to Department of Homeland Security (DHS) concurrence.

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

1. DHS 0-4B Invoice 4287XXG/02/XV
2. DHS 0-4B Invoice 4287XXG/03/XV
3. DHS 0-5 Invoice 441001/20/XV
4. DHS 0-6B Invoice 441008/16/XV
5. DHS 0-6C Invoice 441009/15/XV
6. DHS 0-7 Invoice 441002/19A/XV
7. DHS 0-8 Invoice 441003/17/XV
8. DHS 0-9 Ph I Invoice 441004/19A/XV
9. DHS 0-9 Ph II Invoice 441004/19B/XV
10. DHS 0-10 Invoice 441005/19A/XV

L. Request approval to process manual checks to Dannenbaum 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).

BACKGROUND

Fiscal Impact

Attachments

Link: Common Levee PR16
Link: DHS 0-4A PR11
Link: DHS 0-4C PR10
Link: DHS 0-6A PR12
Link: DHS 0-6A PR13
Link: DHS 0-6BC PR14
Link: DHS 0-7 PR11
Link: DHS 0-7 PR12
Link: DHS 0-6BC CO32
Link: DHS 0-7 CO21
Link: DHS 0-7 CO22
Link: DB 0-4B Inv.2
Link: DB 0-4B Inv.3
Link: DB 0-5
Link: DB 0-6B
Link: DB 0-6C
Link: DB 0-7
Link: DB 0-8
Link: DB 0-9 ph1
Link: DB 0-9 2
Link: DB 0-10

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/04/2009 07:55 AM	APRV
2	Perla Lopez	Perla Lopez	11/04/2009 01:56 PM	APRV
3	Final Approval	Angela Garcia	11/06/2009 03:41 PM	APRV

Form Started By: Minerva Luna Started On: 11/02/2009 12:11 PM

Final Approval Date: 11/06/2009

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

Address: 24200 N. FM 509
City/State/Zip: HARLINGEN, TEXAS 78550

REQUEST FOR PAYMENT NO. 16

Project Number: 4287-04 5.30 MILES
Date: 10/7/2009

CONTRACT NO. 08-007-05-27
WORK THRU: 9/25/2009

PROGRESS BILLING WORKSHEET - NO. 1

JOE CHARLES BALLENGER, SR. CEO	ITEM NO	UNIT	TOTAL QUANTITY	BID UNIT PRICE	TOTAL BID PRICE	CHANGE ORDERS NO.	CHANGE ORDERS QTY. +/-	CHANGE ORDERS UNIT PRICE +/-	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
TEMP EROSION CONTROL (FILTER FABRIC FENCE)	1	LF	57,250	$ 2.55	$ 145,987.50				$ -	57,250.00	0.00	57,250.00	145,987.50	145,987.50	-	-
TEMP EROSION CONTROL (CONST EXIT/ENTR)	2	EA	3	$ 1,850.00	$ 5,550.00				$ -	1.00	0.00	1.00	1,850.00	1,850.00	-	3,700.00
TEMP EROSION CONTROL (ROCK FILTER)	3	LF	90	$ 68.50	$ 6,165.00				$ -	0.00	0.00	0.00	-	-	-	6,165.00
PREPARATION OF RIGHT OF WAY	4	STA	276	$ 112.00	$ 30,912.00				$ -	276.00	0.00	276.00	30,912.00	30,912.00	-	-
ROADWAY EXCAVATION (4IN)	5	CY	1,000	$ 2.91	$ 2,910.00				$ -	1,000.00	0.00	1,000.00	2,910.00	2,910.00	-	-
REMOVE/STOCKPILE (EXIST CALICHE)	6	CY	5,166	$ 6.61	$ 34,147.26				$ -	5,166.00	0.00	5,166.00	34,147.26	34,147.26	-	-
REMOVE/STOCKPILE (EXIST TOPSOIL) (4 IN)	7	CY	30,378	$ 2.47	$ 75,033.66				$ -	30,378.00	0.00	30,378.00	75,033.66	75,033.66	-	-
HYDROMULCH	8	SY	251,582	$ 0.44	$ 110,696.08				$ -	251,582.00	0.00	251,582.00	110,696.08	110,696.08	-	-
RAISE LEVEE (BENCH EXCAVATION)	9	CY	32,670	$ 2.33	$ 76,121.10				$ -	32,670.00	0.00	32,670.00	76,121.10	76,121.10	-	-
RAISE LEVEE (EMBANKMENT)	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	-	-
RAISE LEVEE (TOPSOIL 6 IN)	11	CY	41,921	$ 3.47	$ 145,465.87				$ -	41,921.00	0.00	41,921.00	145,465.87	145,465.87	-	-
RIPRAP STONE TYPE-R DRY (12 IN THICK)	12	CY	5,506	$ 88.04	$ 484,748.24				$ -	5,506.00	0.00	5,506.00	484,748.24	484,748.24	-	-
RIPRAP STONE TYPE-R DRY (36 IN THICK)	13	CY	6,444	$ 78.64	$ 506,756.16				$ -	6,444.00	0.00	6,444.00	506,756.16	506,756.16	-	-
ROADWAY EMBANKMENT(ACCESS ROAD)	14	CY	11,985	$ 9.71	$ 116,374.35				$ -	11,985.00	0.00	11,985.00	116,374.35	116,374.35	-	-
TRAFFIC CONTROL	15	LS	1	$ 10,871.08	$ 10,871.08				$ -	1.00	0.00	1.00	10,871.08	10,871.08	-	-
ROADWAY FLEX BASE (TY D GR 6 CL 4)	16	CY	9,881	$ 31.57	$ 311,943.17				$ -	9,881.00	0.00	9,881.00	311,943.17	311,943.17	-	-
8" SUBGRADE	17	SY	2,220	$ 29.61	$ 65,734.20				$ -	471.5191	0.0000	471.5191	13,961.68	13,961.68	-	51,772.52
PRIME OIL (MC 30)	18	GAL	1,639	$ 4.91	$ 8,047.49				$ -	1,639.00	0.00	1,639.00	8,047.49	8,047.49	-	-
HOT MIX ASPH SURF (1 1/2 IN)	19	SY	7,721	$ 7.77	$ 59,992.17				$ -	7,721.00	0.00	7,721.00	59,992.17	59,992.17	-	-
REMOVE GUARD WIRE WITH POST	20	LF	24,181	$ 2.48	$ 59,968.88				$ -	24,181.00	0.00	24,181.00	59,968.88	59,968.88	-	-
METAL BEAM GUARD RAIL WITH POST	21	LF	4,000	$ 19.50	$ 78,000.00				$ -	4,000.00	0.00	4,000.00	78,000.00	78,000.00	-	-
GATEWELL NO. 300 ABANDON/PLUG AS SHOWN ON	22	LS	1	$ 6,734.06	$ 6,734.06				$ -	1.00	0.00	1.00	6,734.06	6,734.06	-	-
GATEWELL NO. 301 ABANDON/PLUG AS SHOWN ON	23	LS	1	$ 6,693.42	$ 6,693.42				$ -	1.00	0.00	1.00	6,693.42	6,693.42	-	-
GATEWELL NO. 302 ABANDON/PLUG AS SHOWN ON	24	LS	1	$ 6,877.13	$ 6,877.13				$ -	1.00	0.00	1.00	6,877.13	6,877.13	-	-
GATEWELL NO. 303 ABANDON/PLUG AS SHOWN ON	25	LS	1	$ 6,693.42	$ 6,693.42				$ -	1.00	0.00	1.00	6,693.42	6,693.42	-	-
GATEWELL NO. 304 AS SHOWN ON PLANS	26	LS	1	$ 32,042.77	$ 32,042.77				$ -	1.00	0.00	1.00	32,042.77	32,042.77	-	-
GATEWELL NO. 305 AS SHOWN ON PLANS	27	LS	1	$ 51,687.62	$ 51,687.62				$ -	1.00	0.00	1.00	51,687.62	51,687.62	-	-
GATEWELL NO. 306 AS SHOWN ON PLANS	28	LS	1	$ 90,344.22	$ 90,344.22				$ -	1.00	0.00	1.00	90,344.22	90,344.22	-	-
GATEWELL NO. 307 AS SHOWN ON PLANS	29	LS	1	$ 71,859.42	$ 71,859.42	2	1.00	$ 7,000.00	$ (64,859.42)	1.00	0.00	1.00	7,000.00	7,000.00	-	-
GATEWELL NO. 308 AS SHOWN ON PLANS	30	LS	1	$ 75,377.46	$ 75,377.46				$ -	1.00	0.00	1.00	75,377.46	75,377.46	-	-
GATEWELL NO. 309 AS SHOWN ON PLANS	31	LS	1	$ 39,691.05	$ 39,691.05				$ -	1.00	0.00	1.00	39,691.05	39,691.05	-	-
GATEWELL NO. 310 AS SHOWN ON PLANS	32	LS	1	$ 26,819.51	$ 26,819.51				$ -	1.00	0.00	1.00	26,819.51	26,819.51	-	-
GATEWELL NO. 311 AS SHOWN ON PLANS	33	LS	1	$ 55,867.24	$ 55,867.24				$ -	1.00	0.00	1.00	55,867.24	55,867.24	-	-
GATEWELL NO. 312 AS SHOWN ON PLANS	34	LS	1	$ 13,220.53	$ 13,220.53				$ -	1.00	0.00	1.00	13,220.53	13,220.53	-	-
GATEWELL NO. 313 AS SHOWN ON PLANS	35	LS	1	$ 72,548.18	$ 72,548.18	2	1.00	$ 7,000.00	$ (65,548.18)	1.00	0.00	1.00	7,000.00	7,000.00	-	-
GATEWELL NO. 314 AS SHOWN ON PLANS	36	LS	1	$ 345,567.04	$ 345,567.04				$ -	1.00	0.00	1.00	345,567.04	345,567.04	-	-
LEVEE GATES	37	EA	5	$ 7,573.32	$ 37,866.60				$ -	5.00	0.00	5.00	37,866.60	37,866.60	-	-
REMOVE/REPLACE SIGNS	38	EA	13	$ 350.00	$ 4,550.00				$ -	13.00	0.00	13.00	4,550.00	4,550.00	-	-
24 IN RCP CLASS III	39	LF	0	$ -	$ -	2	784.00	$ 41.20	$ 32,300.80	784.00	0.00	784.00	32,300.80	32,300.80	-	-
6 FT CONCRETE MANHOLE	40	EA	0	$ -	$ -	2	1.00	$ 4,559.00	$ 4,559.00	1.00	0.00	1.00	4,559.00	4,559.00	-	-
24 IN HEADWALL	41	EA	0	$ -	$ -	2	2.00	$ 570.00	$ 1,140.00	2.00	0.00	2.00	1,140.00	1,140.00	-	-
18 IN RCP CLASS III	42	LF	0	$ -	$ -	4	40.00	$ 51.50	$ 2,060.00	0.00	40.00	40.00	-	2,060.00	2,060.00	-
18 IN HEADWALL	43	EA	0	$ -	$ -	4	2.00	$ 590.00	$ 1,180.00	0.00	2.00	2.00	-	1,180.00	1,180.00	-
15" GATE VALVE	44	LS	0	$ -	$ -	6	1.00	$ 3,620.94	$ 3,620.94	1.00	0.00	1.00	3,620.94	3,620.94	-	-
RIPRAP STONE TYPE-R DRY (18 IN THICK)	45	CY	0	$ -	$ -	5	1,212.00	$ 85.37	$ 103,468.44	0.00	1,212.00	1,212.00	-	103,468.44	103,468.44	-
MATERIALS ON HAND													-	-	-	-

		TOTAL COMPLETE TO-DATE	CURRENT CONTRACT EARNED	CONTRACT BALANCE TO COMPLETE
ORIGINAL CONTRACT AMOUNT:	$ 7,593,164.28			
NET CHANGES BY CHANGE ORDER(S)	$ (54,146.40)			
TOTAL CONTRACT AMOUNT TO DATE	$ 7,539,017.88	$ 7,370,671.92	$ 7,477,380.36	$ 106,708.44	$ 61,637.52
Estimated % Project Completion to Date:	99.18%			
LESS RETAINAGE @ 10%		$ 747,738.04	$ 10,670.84	
PENDING RELEASED RETAINAGE PR #13		$ 367,471.53	$ -	
LESS Previous Requests for Payments		$7,001,076.25		
TOTAL AMOUNT DUE THIS REQUEST		$ 96,037.60	$ 96,037.60	

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 Contractand / or duty 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: _____ **Date:** 10/9/09
JOE CHARLES BALLENGER, JR.

Title: 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: 10/9/09 **By:** _____
JOE CHARLES BALLENGER, JR., PRESIDENT

BALLENGER CONSTRUCTION COMPANY
CONTRACTOR

State of TEXAS
County of Cameron
Subscribed and sworn to me this 9th **day of** October **2009**

Elaine Pilar Castillo
Notary Public

ELAINE PILAR CASTILLO
Notary Public, State of Texas
My Commission Expires
August 20, 2013

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 or 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.

Date: 10/12/09
HECTOR CANTU
DOS LOGISTICS 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 or work performed and/or material supplied by the contractor, and that partial payment claimed and requested by the Contrator 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.

Richard D. Seitz, P.E. **Date:** 10/13/09
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

Project Name:
Contractor:

Address:
City/State/Zip:

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

24200 N. FM 509
HARLINGEN, TEXAS 78550

REQUEST FOR PAYMENT NO. 16

Project Number: 4287-04 5.30 MILES
Date: 10/7/2009

CONTRACT NO. 08-007-05-27
WORK THRU: 9/25/2009

PROGRESS BILLING WORKSHEET - NO. 1

JOE CHARLES BALLENGER, SR. CEO	ITEM NO	UNIT	TOTAL QUANTITY	BID UNIT PRICE	TOTAL BID PRICE	CHANGE ORDERS NO.	CHANGE ORDERS QTY. + / -	CHANGE ORDERS UNIT PRICE + / -	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
TEMP EROSION CONTROL (FILTER FABRIC FENCE)	1	LF	57,250	$ 2.55	$ 145,987.50				$ -	57,250.00	0.00	57,250.00	145,987.50	145,987.50	-	-
TEMP EROSION CONTROL (CONST EXIT/ENTR)	2	EA	3	$ 1,850.00	$ 5,550.00				$ -	1.00	0.00	1.00	1,850.00	1,850.00	-	3,700.00
TEMP EROSION CONTROL (ROCK FILTER)	3	LF	90	$ 68.50	$ 6,165.00				$ -	0.00	0.00	0.00	-	-	-	6,165.00
PREPARATION OF RIGHT OF WAY	4	STA	276	$ 112.00	$ 30,912.00				$ -	276.00	0.00	276.00	30,912.00	30,912.00	-	-
ROADWAY EXCAVATION (4IN)	5	CY	1,000	$ 2.91	$ 2,910.00				$ -	1,000.00	0.00	1,000.00	2,910.00	2,910.00	-	-
REMOVE/STOCKPILE (EXIST CALICHE)	6	CY	5,166	$ 6.61	$ 34,147.26				$ -	5,166.00	0.00	5,166.00	34,147.26	34,147.26	-	-
REMOVE/STOCKPILE (EXIST TOPSOIL) (4 IN)	7	CY	30,378	$ 2.47	$ 75,033.66				$ -	30,378.00	0.00	30,378.00	75,033.66	75,033.66	-	-
HYDROMULCH	8	SY	251,582	$ 0.44	$ 110,696.08				$ -	251,582.00	0.00	251,582.00	110,696.08	110,696.08	-	-
RAISE LEVEE (BENCH EXCAVATION)	9	CY	32,670	$ 2.33	$ 76,121.10				$ -	32,670.00	0.00	32,670.00	76,121.10	76,121.10	-	-
RAISE LEVEE (EMBANKMENT)	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	-	-
RAISE LEVEE (TOPSOIL 6 IN)	11	CY	41,921	$ 3.47	$ 145,465.87				$ -	41,921.00	0.00	41,921.00	145,465.87	145,465.87	-	-
RIPRAP STONE TYPE-R DRY (12 IN THICK)	12	CY	5,506	$ 88.04	$ 484,748.24				$ -	5,506.00	0.00	5,506.00	484,748.24	484,748.24	-	-
RIPRAP STONE TYPE-R DRY (36 IN THICK)	13	CY	6,444	$ 78.64	$ 506,756.16				$ -	6,444.00	0.00	6,444.00	506,756.16	506,756.16	-	-
ROADWAY EMBANKMENT(ACCESS ROAD)	14	CY	11,985	$ 9.71	$ 116,374.35				$ -	11,985.00	0.00	11,985.00	116,374.35	116,374.35	-	-
TRAFFIC CONTROL	15	LS	1	$ 10,871.08	$ 10,871.08				$ -	1.00	0.00	1.00	10,871.08	10,871.08	-	-
ROADWAY FLEX BASE (TY D GR 6 CL 4)	16	CY	9,881	$ 31.57	$ 311,943.17				$ -	9,881.00	0.00	9,881.00	311,943.17	311,943.17	-	-
8" SUBGRADE	17	SY	2,220	$ 29.61	$ 65,734.20				$ -	471.5191	0.0000	471.5191	13,961.68	13,961.68	-	51,772.52
PRIME OIL (MC 30)	18	GAL	1,639	$ 4.91	$ 8,047.49				$ -	1,639.00	0.00	1,639.00	8,047.49	8,047.49	-	-
HOT MIX ASPH SURF (1 1/2 IN)	19	SY	7,721	$ 7.77	$ 59,992.17				$ -	7,721.00	0.00	7,721.00	59,992.17	59,992.17	-	-
REMOVE GUARD WIRE WITH POST	20	LF	24,181	$ 2.48	$ 59,968.88				$ -	24,181.00	0.00	24,181.00	59,968.88	59,968.88	-	-
METAL BEAM GUARD RAIL WITH POST	21	LF	4,000	$ 19.50	$ 78,000.00				$ -	4,000.00	0.00	4,000.00	78,000.00	78,000.00	-	-
GATEWELL NO. 300 ABANDON/PLUG AS SHOWN ON PLANS	22	LS	1	$ 6,734.06	$ 6,734.06				$ -	1.00	0.00	1.00	6,734.06	6,734.06	-	-
GATEWELL NO. 301 ABANDON/PLUG AS SHOWN ON PLANS	23	LS	1	$ 6,693.42	$ 6,693.42				$ -	1.00	0.00	1.00	6,693.42	6,693.42	-	-
GATEWELL NO. 302 ABANDON/PLUG AS SHOWN ON PLANS	24	LS	1	$ 6,877.13	$ 6,877.13				$ -	1.00	0.00	1.00	6,877.13	6,877.13	-	-
GATEWELL NO. 303 ABANDON/PLUG AS SHOWN ON PLANS	25	LS	1	$ 6,693.42	$ 6,693.42				$ -	1.00	0.00	1.00	6,693.42	6,693.42	-	-
GATEWELL NO. 304 AS SHOWN ON PLANS	26	LS	1	$ 32,042.77	$ 32,042.77				$ -	1.00	0.00	1.00	32,042.77	32,042.77	-	-
GATEWELL NO. 305 AS SHOWN ON PLANS	27	LS	1	$ 51,687.62	$ 51,687.62				$ -	1.00	0.00	1.00	51,687.62	51,687.62	-	-
GATEWELL NO. 306 AS SHOWN ON PLANS	28	LS	1	$ 90,344.22	$ 90,344.22				$ -	1.00	0.00	1.00	90,344.22	90,344.22	-	-
GATEWELL NO. 307 AS SHOWN ON PLANS	29	LS	1	$ 71,859.42	$ 71,859.42	2	1.00	$ 7,000.00	$ (64,859.42)	1.00	0.00	1.00	7,000.00	7,000.00	-	-
GATEWELL NO. 308 AS SHOWN ON PLANS	30	LS	1	$ 75,377.46	$ 75,377.46				$ -	1.00	0.00	1.00	75,377.46	75,377.46	-	-
GATEWELL NO. 309 AS SHOWN ON PLANS	31	LS	1	$ 39,691.05	$ 39,691.05				$ -	1.00	0.00	1.00	39,691.05	39,691.05	-	-
GATEWELL NO. 310 AS SHOWN ON PLANS	32	LS	1	$ 26,819.51	$ 26,819.51				$ -	1.00	0.00	1.00	26,819.51	26,819.51	-	-
GATEWELL NO. 311 AS SHOWN ON PLANS	33	LS	1	$ 55,867.24	$ 55,867.24				$ -	1.00	0.00	1.00	55,867.24	55,867.24	-	-
GATEWELL NO. 312 AS SHOWN ON PLANS	34	LS	1	$ 13,220.53	$ 13,220.53				$ -	1.00	0.00	1.00	13,220.53	13,220.53	-	-
GATEWELL NO. 313 AS SHOWN ON PLANS	35	LS	1	$ 72,548.18	$ 72,548.18	2	1.00	$ 7,000.00	$ (65,548.18)	1.00	0.00	1.00	7,000.00	7,000.00	-	-
GATEWELL NO. 314 AS SHOWN ON PLANS	36	LS	1	$ 345,567.04	$ 345,567.04				$ -	1.00	0.00	1.00	345,567.04	345,567.04	-	-
LEVEE GATES	37	EA	5	$ 7,573.32	$ 37,866.60				$ -	5.00	0.00	5.00	37,866.60	37,866.60	-	-
REMOVE/REPLACE SIGNS	38	EA	13	$ 350.00	$ 4,550.00				$ -	13.00	0.00	13.00	4,550.00	4,550.00	-	-
24 IN RCP CLASS III	39	LF	0	$ -	$ -	2	784.00	$ 41.20	$ 32,300.80	784.00	0.00	784.00	32,300.80	32,300.80	-	-
6 FT CONCRETE MANHOLE	40	EA	0	$ -	$ -	2	1.00	$ 4,559.00	$ 4,559.00	1.00	0.00	1.00	4,559.00	4,559.00	-	-
24 IN HEADWALL	41	EA	0	$ -	$ -	2	2.00	$ 570.00	$ 1,140.00	2.00	0.00	2.00	1,140.00	1,140.00	-	-
18 IN RCP CLASS III	42	LF	0	$ -	$ -	4	40.00	$ 51.50	$ 2,060.00	0.00	40.00	40.00	-	2,060.00	2,060.00	-
18 IN HEADWALL	43	EA	0	$ -	$ -	4	2.00	$ 590.00	$ 1,180.00	0.00	2.00	2.00	-	1,180.00	1,180.00	-
15" GATE VALVE	44	LS	0	$ -	$ -	6	1.00	$ 3,620.94	$ 3,620.94	1.00	0.00	1.00	3,620.94	3,620.94	-	-
RIPRAP STONE TYPE-R DRY (18 IN THICK)	45	CY	0	$ -	$ -	5	1,212.00	$ 85.37	$ 103,468.44	0.00	1,212.00	1,212.00	-	103,468.44	103,468.44	-
MATERIALS ON HAND													-	-	-	-

		TOTAL COMPLETE TO-DATE	TOTAL CURRENT CONTRACT EARNED	CONTRACT BALANCE TO COMPLETE
ORIGINAL CONTRACT AMOUNT:	$ 7,593,164.28			
NET CHANGES BY CHANGE ORDER(S)	$ (54,146.40)			
TOTAL CONTRACT AMOUNT TO DATE	$ 7,539,017.88	$ 7,370,671.92	$ 7,477,380.36	$ 106,708.44	$ 61,637.52

Estimated % Project Completion to Date: **99.18%**

LESS RETAINAGE @ 10%	$ 747,738.04	$ 10,670.84
PENDING RELEASED RETAINAGE PR #13	$ 367,471.53	$ -
LESS Previous Requests for Payments	$7,001,076.25	
TOTAL AMOUNT DUE THIS REQUEST	$ 96,037.60	$ 96,037.60

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

REQUEST FOR PAYMENT
DHS SEGMENT 0-4A (3.87 MILES)
BALLENGER CONSTRUCTION COMPANY

24200 N. FM 509
HARLINGEN, TEXAS 78560

REQUEST FOR PAYMENT NO. 11

Project Number: 4287-03 3.87 MILES
Date: 10/6/2009

CONTRACT NO. 08-023-09-30
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 NO.	CHANGE ORDERS QTY. +/-	CHANGE ORDERS UNIT PRICE +/-	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
TEMP EROSION CONTROL (FILTER FABRIC FENCE)	1	LF	45,650	$ 2.15	$ 98,147.50				$ -	45,650.00	0.00	45,650.00	98,147.50	98,147.50	-	-
TEMP EROSION CONTROL (CONST EXIT / ENTR)	2	EA	1	$ 2,500.00	$ 2,500.00				$ -	0.00	0.00	0.00	-	-	-	2,500.00
REMOVE EXIST. PEA GRAVEL TRAVELWAY (2 IN TO 4 IN)	3	STA	285	$ 469.86	$ 96,321.30				$ -	205.00	0.00	205.00	96,321.30	96,321.30	-	-
EXCAVATE (EXIST LEVEE EMBANKMENT)	4	CY	131,145	$ 12.00	$ 1,573,740.00				$ -	131,145.00	0.00	131,145.00	1,573,740.00	1,573,740.00	-	-
TRENCH EXCAVATION PROTECTION	5	LF	589	$ 11.35	$ 6,685.15				$ -	516.00	73.00	589.00	5,856.60	6,685.15	828.55	-
TEMPORARY SPECIAL SHORING	6	SF	244,800	$ 5.00	$ 1,224,000.00				$ -	244,800.00	0.00	244,800.00	1,224,000.00	1,224,000.00	-	6,000.00
CONCRETE COLLAR (18 IN)	7	EA	12	$ 846.91	$ 10,162.92				$ -	12.00	0.00	12.00	10,162.92	10,162.92	-	-
CONCRETE COLLAR (24 IN)	8	EA	3	$ 863.73	$ 2,591.19				$ -	2.00	1.00	3.00	1,727.46	2,591.19	863.73	-
STONE RIP RAP	9	CY	750	$ 50.84	$ 38,130.00				$ -	0.00	750.00	750.00	-	38,130.00	38,130.00	-
CONSTRUCT GATE WELL STRUCTURE W/ SLUICE GATE, HATCH, LADDER & APPURTENANCES.	10	EA	9	$ 41,070.89	$ 369,638.01				$ -	6.50	2.50	9.00	266,960.79	369,638.02	102,677.23	(0.01)
RETAINING WALL (STEM)	11	CY	16,525	$ 741.19	$ 12,248,184.75	2, 6, 7, 8	16,413.68	$ 741.47	$ (77,913.44)	16,159.88	0.00	16,159.88	11,977,393.22	11,977,393.22	-	192,858.09
RETAINING WALL (FOOTING)	12	CY	23,511	$ 450.00	$ 10,579,950.00	3A, 6, 8	23,958.54	$ 452.66	$ 265,122.72	23,958.54	0.00	23,958.54	10,781,343.00	10,781,343.00	-	63,729.72
RETAINING WALL (KEY)	13	CY	1,519	$ 760.90	$ 1,155,807.10	6, 8	1,511.72	$ 763.24	$ (2,001.93)	1,511.72	0.00	1,511.72	1,150,267.75	1,150,267.75	-	3,537.42
PERFORATED UNDERDRAIN PIPE (6 IN.)(PVC)	14	LF	28,429	$ 16.39	$ 334,831.31				$ -	20,029.00	323.00	20,352.00	328,275.31	333,241.48	4,966.17	1,589.83
PREFABRICATED SOIL DRAIN MAT. MAT AGGREGATE DRAIN MATERIAL	15	SF	282,960	$ 2.36	$ 667,785.60				$ -	280,592.00	1,000.00	281,592.00	662,197.12	664,557.12	2,360.00	3,228.48
REMOVE (EXIST SLUICE GATE VALVES)& PROP NEW (5 FT X 6 FT) BOX	16	CY	3,650	$ 35.17	$ 107,268.50				$ -	2,976.75	28.00	3,004.75	104,692.30	105,677.06	984.76	1,591.44
REMOVE (EXIST SLUICE GATE VALVES)& PROP NEW (5 FT X 6 FT) BOX	17	EA	1	$ 77,883.93	$ 77,883.93				$ -	0.50	0.00	0.50	38,941.97	38,941.97	-	38,941.96
PREPARATION RIGHT OF WAY	18	STA	285	$ 17,477.14	$ 3,582,813.70				$ -	205.00	0.00	205.00	3,582,813.70	3,582,813.70	-	-
REMOVE PIPE (18 IN) RCP	19	LF	414	$ 8.75	$ 3,622.50				$ -	414.00	0.00	414.00	3,622.50	3,622.50	-	-
REMOVE EXIST PIPE (24 IN)	20	LF	134	$ 20.82	$ 2,789.88				$ -	134.00	0.00	134.00	2,789.88	2,789.88	-	-
REMOVE EXIST HEADWALL (18 IN)	21	EA	7	$ 1,811.49	$ 12,680.43				$ -	7.00	0.00	7.00	12,680.43	12,680.43	-	-
REMOVE EXIST HEADWALL (24 IN)	22	EA	1	$ 1,811.47	$ 1,811.47				$ -	1.00	0.00	1.00	1,811.47	1,811.47	-	-
REMOVE EXIST LEVEE ACCESS GATE	23	EA	10	$ 624.89	$ 6,248.90				$ -	10.00	0.00	10.00	6,248.90	6,248.90	-	-
REMOVE EXIST GATEWELL	24	EA	9	$ 3,640.46	$ 32,764.14				$ -	9.00	0.00	9.00	32,764.14	32,764.14	-	-
STAND PIPE (TO BE CAPPED IN PLACE)	25	EA	1	$ 604.35	$ 604.35				$ -	1.00	0.00	1.00	604.35	604.35	-	-
EXIST 12 IN STAND PIPE (TO BE RELOCATED)	26	EA	1	$ 1,378.14	$ 1,378.14				$ -	0.00	1.00	1.00	-	1,378.14	1,378.14	-
CAPPED EXISTING GATE WELL STRUCTURES AND SALVAGE SLUICE GATE ASSEMBLIES	27	EA	1	$ 1,135.51	$ 1,135.51				$ -	1.00	0.00	1.00	1,135.51	1,135.51	-	-
EMBANKMENT (EXCAVATED EXIST EMBANKMENT MATERIAL)	28	CY	178,448	$ 7.75	$ 1,382,972.00				$ -	178,448.00	0.00	178,448.00	1,382,972.00	1,382,972.00	-	-
BORROW (OFF- SITE LEVEE GRADE MATERIAL)	29	CY	47,303	$ 11.62	$ 549,660.86				$ -	0.00	18,833.00	18,833.00	-	218,839.46	218,839.46	330,821.40
CONC. RIP RAP (TYPE-B) (SLOPE PROTECTION)	30	CY	200	$ 326.09	$ 65,218.00				$ -	150.00	50.00	200.00	48,913.50	65,218.00	16,304.50	-
CONCRETE PAD (4 FT X 4 FT)	31	EA	40	$ 301.92	$ 12,076.80				$ -	32.00	8.00	40.00	9,661.44	12,076.80	2,415.36	-
CONCRETE HEADER (2 FT X 3 FT)	32	LF	440	$ 63.16	$ 27,790.40				$ -	0.00	320.00	320.00	-	20,211.20	20,211.20	7,579.20
CONC. SHOULDER (2 FT)	33	LF	160	$ 32.34	$ 5,174.40				$ -	0.00	0.00	0.00	-	-	-	5,174.40
FURNISHING & PLACING TOPSOIL (SALVAGED MATERIAL)	34	STA	145	$ 258.51	$ 37,483.95				$ -	145.00	0.00	145.00	37,483.95	37,483.95	-	-
FURNISHING & PLACING TOPSOIL (NEW)	35	STA	60	$ 406.61	$ 24,396.60				$ -	20.00	40.00	60.00	8,132.20	24,396.60	16,264.40	-
FLEXBASE (NEW) (CALICHE) (TY D GR 6) (6 IN)	36	CY	16,580	$ 20.60	$ 339,900.00				$ -	14,426.00	1,774.00	16,200.00	297,175.60	333,720.00	36,544.40	6,180.00
FLEXBASE (NEW) (CALICHE) (TY D GR 6) (8 IN)	37	CY	1,780	$ 20.60	$ 36,668.00				$ -	1,020.00	420.00	1,440.00	21,012.00	29,664.00	8,652.00	7,004.00
HYDRO MULCH SEEDING	38	SY	172,847	$ 0.48	$ 82,966.56				$ -	26,400.00	79,200.00	105,600.00	12,672.00	50,688.00	38,016.00	32,278.56
REINF. CONC. PIPE (18 IN) (CL V)	39	LF	390	$ 57.16	$ 22,300.20				$ -	390.00	0.00	390.00	22,300.20	22,300.20	-	-
REINF. CONC. PIPE (24 IN) (CL V)	40	LF	126	$ 69.42	$ 8,746.92				$ -	126.00	0.00	126.00	8,746.92	8,746.92	-	-
REINF. CONC. BOX (5' X 6')	41	LF	16	$ 1,211.37	$ 19,381.92				$ -	16.00	0.00	16.00	19,381.92	19,381.92	-	-
CONC. HEADWALL (18 IN)	42	EA	7	$ 3,900.93	$ 27,306.51				$ -	5.00	2.00	7.00	19,504.65	27,306.51	7,801.86	-
CONC. HEADWALL (24 IN)	43	EA	1	$ 4,143.89	$ 4,143.89				$ -	0.00	1.00	1.00	-	4,143.89	4,143.89	-
CONC. WINGWALL	44	EA	1	$ 6,482.03	$ 6,482.03				$ -	0.00	1.00	1.00	-	6,482.03	6,482.03	-
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (6 FT) (INCLUDE S GROUTING & REINF STEEL)	46	EA	5,853	$ 58.08	$ 339,942.24	2	5,889.00	$ 58.08	$ 2,090.88	5,889.00	0.00	5,889.00	342,033.12	342,033.12	-	-
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (7 FT) (INCLUDE S GROUTING & REINF STEEL)	47	EA	3,407	$ 58.08	$ 197,878.56	2	3,344.00	$ 58.08	$ (3,859.04)	3,344.00	0.00	3,344.00	194,219.52	194,219.52	-	-
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (9 FT) (INCLUDE S GROUTING & REINF STEEL)	48	EA	677	$ 58.17	$ 39,381.09	2	505.00	$ 58.17	$ (10,005.24)	505.00	0.00	505.00	29,375.85	29,375.85	-	-
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (10 FT) (INCLUDE S GROUTING & REINF STEEL)	49	EA	865	$ 58.17	$ 50,317.05	2	873.00	$ 58.17	$ 465.36	873.00	0.00	873.00	50,782.41	50,782.41	-	-
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (20 FT) (INCLUDE S GROUTING & REINF STEEL)	50	EA	1019	$ 58.08	$ 59,183.52	2	1,537.00	$ 58.08	$ 30,085.44	1,360.00	177.00	1,537.00	78,988.80	89,268.96	10,280.16	-
BOLLARD (SUPPLY, CUT & WELD ANGLE IRON SUPPORTS) (4 IN X 4 IN X 1/4 IN X 8 FT)	51	LF	13,051	$ 11.08	$ 144,605.08	2	13,816.00	$ 11.08	$ 8,479.20	12,399.00	1,417.00	13,816.00	137,380.92	153,081.28	15,700.36	-
BOLLARD (SUPPLY, CUT & WELD FLAT BAR SUPPORTS) (4 IN X 1/2 IN)	52	LF	12,822	$ 4.10	$ 49,290.20				$ -	11,421.00	0.00	11,421.00	46,826.10	46,826.10	-	2,464.10
SIGNS	53	EA	2	$ 550.00	$ 1,100.00				$ -	0.00	0.00	0.00	-	-	-	1,100.00
CAT OPENING	54	EA	10	$ 11.52	$ 115.20				$ -	0.00	0.00	0.00	-	-	-	115.20
ANTI- CLIMBING FENCE	55	EA	10	$ 11.52	$ 115.20				$ -	0.00	0.00	0.00	-	-	-	115.20
INSTALL LEVEE ACCESS GATE	56	EA	1	$ 7,182.39	$ 7,182.39				$ -	0.00	0.00	0.00	-	-	-	7,182.39
INSTALL PROPERTY GATE	57	EA	1	$ 7,182.39	$ 7,182.39	5	2.00	$ 7,182.39	$ 7,182.39	0.00	0.00	0.00	-	-	-	14,364.78
WOVEN WIRE FENCE	58	LF	1,693	$ 12.00	$ 20,316.00				$ -	0.00	0.00	0.00	-	-	-	20,316.00
WOVEN WIRE FENCE (TO BE REMOVED)	59	LF	4,000	$ 2.96	$ 11,840.00				$ -	4,000.00	0.00	4,000.00	11,840.00	11,840.00	-	-
FLAP GATES W/ WALL PIPE & TEE (6 IN)	60	EA	40	$ 1,343.71	$ 53,748.40				$ -	40.00	0.00	40.00	53,748.40	53,748.40	-	-
MOBILIZATION, BONDS AND INSURANCE	61	LS	1	$ 3,582,814.59	$ 3,582,814.59				$ -	1.00	0.00	1.00	3,582,814.59	3,582,814.59	-	-
DEWATERING	62	LF	20,429	$ 15.37	$ 313,993.73				$ -	32.00	0.00	32.00	491.84	491.84	-	313,501.89
TRAFFIC CONTROL PLAN	63	MO	3	$ 10,833.33	$ 32,499.99				$ -	3.00	0.00	3.00	$ 32,499.99	32,499.99	-	-
BARBWIRE FENCE	64	LF	0	$ -	$ -	5	1,735.00	$ 11.00	$ 19,085.00	0.00	0.00	0.00	$ -	-	-	19,085.00
LOWER EXISTING 2 INCH WATERLINE	65	LS	0	$ -	$ -	10	1.00	$ 2,660.75	$ 2,660.75	0.00	1.00	1.00	$ -	2,660.75	2,660.75	-
STRUCTURAL SLAB (24 IN RCP) (CLASS C)	66	CY	0	$ -	$ -	6, 8	5.04	$ 446.10	$ 2,248.34	0.00	5.04	5.04	$ -	2,248.34	2,248.34	-
MATERIALS ON HAND													$ -	-	-	

		TOTAL COMPLETE TO-DATE	TOTAL CURRENT CONTRACT EARNED	CONTRACT BALANCE TO COMPLETE
ORIGINAL CONTRACT AMOUNT:	$ 39,809,630.95			
NET CHANGES BY CHANGE ORDER(S)	$ 243,837.43			
TOTAL CONTRACT AMOUNT TO DATE	$ 40,053,468.38	$ 38,413,456.04	$ 38,972,209.33	$ 558,753.29	$ 1,081,259.05
LESS RETAINAGE @ 10%		$ 3,887,226.93	$ 55,875.33	
LESS Previous Requests for Payments		$32,630,110.44		
Estimated % Project Completion to Date: 97.30%		($1,240,000.00)	$ -	
Substantial Completion Liquidated Damages: Current Days: 0 To Date Days: 124 LD's per Day: $ 10,000.00		($488,000.00)	$ (186,000.00)	
Final Completion Liquidated Damages: Current Days: 31 To Date Days: 148 LD's per Day: $ 6,000.00		$ 316,877.96	$ 316,877.96	
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 Contractand / 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: _____ Date: 10/9/09
JOE CHARLES BALLENGER, JR.

Title: 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: 10/9/09 By: _____
JOE CHARLES BALLENGER, JR. - PRESIDENT

BALLENGER CONSTRUCTION COMPANY
CONTRACTOR

State of TEXAS
County of _____
Subscribed and sworn to me this 9th day of October 2009

Notary Public

My Commission Expires: August 20, 2013

ELAINE PILAR CASTILLO
Notary Public, State of Texas
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 or 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.

ARTEMIO SALAZAR
INSPECTOR

Date: 10/12/09

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 or 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.

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

Date: 10/13/09

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

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

REQUEST FOR PAYMENT
DHS SEGMENT 0-4A (3.87 MILES)
BALLENGER CONSTRUCTION COMPANY

24200 N. FM 509
HARLINGEN, TEXAS 78550

REQUEST FOR PAYMENT NO. 11

Project Number: 4287-03 3.87 MILES
Date: 10/6/2009

CONTRACT NO. 08-023-09-30
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 NO.	CHANGE ORDERS QTY. +/-	CHANGE ORDERS UNIT PRICE +/-	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
TEMP EROSION CONTROL (FILTER FABRIC FENCE)	1	LF	45,650	$ 2.15	$ 98,147.50				$ -	45,650.00	0.00	45,650.00	98,147.50	98,147.50	-	-
TEMP EROSION CONTROL (CONST EXIT / ENTR)	2	EA	1	$ 2,500.00	$ 2,500.00				$ -	0.00	0.00	0.00	-	-	-	2,500.00
REMOVE EXIST. PEA GRAVEL TRAVELWAY (2 IN TO 6 IN)	3	STA	205	$ 469.86	$ 96,321.30				$ -	205.00	0.00	205.00	96,321.30	96,321.30	-	-
EXCAVATE (EXIST LEVEE EMBANKMENT)	4	CY	131,145	$ 12.00	$ 1,573,740.00				$ -	131,145.00	0.00	131,145.00	1,573,740.00	1,573,740.00	-	-
TRENCH EXCAVATION PROTECTION	5	LF	589	$ 11.35	$ 6,685.15				$ -	516.00	73.00	589.00	5,856.60	6,685.15	828.55	-
TEMPORARY SPECIAL SHORING	6	SF	246,000	$ 5.00	$ 1,230,000.00				$ -	244,800.00	0.00	244,800.00	1,224,000.00	1,224,000.00	-	6,000.00
CONCRETE COLLAR (18 IN)	7	EA	12	$ 846.91	$ 10,162.92				$ -	12.00	0.00	12.00	10,162.92	10,162.92	-	-
CONCRETE COLLAR (24 IN)	8	EA	3	$ 863.73	$ 2,591.19				$ -	2.00	1.00	3.00	1,727.46	2,591.19	863.73	-
STONE RIP RAP	9	CY	750	$ 50.84	$ 38,130.00				$ -	0.00	750.00	750.00	-	38,130.00	38,130.00	-
CONSTRUCT GATE WELL STRUCTURE W/ SLUICE GATE, HATCH, LADDER & APPURTENANCES.	10	EA	9	$ 41,070.89	$ 369,638.01				$ -	6.50	2.50	9.00	266,960.79	369,638.02	102,677.23	(0.01)
RETAINING WALL (STEM)	11	CY	16,525	$ 741.19	$ 12,248,164.75	2, 6, 7, 8	16,413.68	$ 741.47	$ (77,913.44)	16,159.68	0.00	16,159.68	11,977,393.22	11,977,393.22	-	192,858.09
RETAINING WALL (FOOTING)	12	CY	23,511	$ 450.00	$ 10,579,950.00	3A, 6, 8	23,958.54	$ 452.66	$ 265,122.72	23,958.54	0.00	23,958.54	10,781,343.00	10,781,343.00	-	63,729.72
RETAINING WALL (KEY)	13	CY	1,519	$ 760.90	$ 1,155,807.10	6, 8	1,511.72	$ 763.24	$ (2,001.93)	1,511.72	0.00	1,511.72	1,150,267.75	1,150,267.75	-	3,537.42
PERFORATED UNDERDRAIN PIPE (6 IN.)(PVC)	14	LF	20,429	$ 16.39	$ 334,831.31				$ -	20,029.00	303.00	20,332.00	328,275.31	333,241.48	4,966.17	1,589.83
PREFABRICATED SOIL DRAINAGE MAT	15	SF	282,960	$ 2.36	$ 667,785.60				$ -	280,592.00	1,000.00	281,592.00	662,197.12	664,557.12	2,360.00	3,228.48
AGGREGATE DRAIN MATERIAL	16	CY	3,050	$ 35.17	$ 107,268.50				$ -	2,976.75	28.00	3,004.75	104,692.30	105,677.06	984.76	1,591.44
REMOVE (EXIST SLUICE GATE VALVES)& PROP NEW (5 FT X 6 FT) BOX	17	EA	1	$ 77,883.93	$ 77,883.93				$ -	0.50	0.00	0.50	38,941.97	38,941.97	-	38,941.96
PREPARATION RIGHT OF WAY	18	STA	205	$ 17,477.14	$ 3,582,813.70				$ -	205.00	0.00	205.00	3,582,813.70	3,582,813.70	-	-
REMOVE PIPE (18 IN) RCP	19	LF	414	$ 8.75	$ 3,622.50				$ -	414.00	0.00	414.00	3,622.50	3,622.50	-	-
REMOVE EXIST PIPE (24 IN)	20	LF	134	$ 20.82	$ 2,789.88				$ -	134.00	0.00	134.00	2,789.88	2,789.88	-	-
REMOVE EXIST HEADWALL (18 IN)	21	EA	7	$ 1,811.49	$ 12,680.43				$ -	7.00	0.00	7.00	12,680.43	12,680.43	-	-
REMOVE EXIST HEADWALL (24 IN)	22	EA	1	$ 1,811.47	$ 1,811.47				$ -	1.00	0.00	1.00	1,811.47	1,811.47	-	-
REMOVE EXIST LEVEE ACCESS GATE	23	EA	10	$ 624.89	$ 6,248.90				$ -	10.00	0.00	10.00	6,248.90	6,248.90	-	-
REMOVE EXIST GATEWELL	24	EA	9	$ 3,640.46	$ 32,764.14				$ -	9.00	0.00	9.00	32,764.14	32,764.14	-	-
STAND PIPE (TO BE CAPPED IN PLACE)	25	EA	1	$ 604.35	$ 604.35				$ -	1.00	0.00	1.00	604.35	604.35	-	-
EXIST 12 IN STAND PIPE (TO BE RELOCATED)	26	EA	1	$ 1,378.14	$ 1,378.14				$ -	0.00	1.00	1.00	-	1,378.14	1,378.14	-
CAPPED EXISTING GATE WELL STRUCTURES AND SALVAGE SLUICE GATE ASSEMBLIES	27	EA	1	$ 1,135.51	$ 1,135.51				$ -	1.00	0.00	1.00	1,135.51	1,135.51	-	-
EMBANKMENT (EXCAVATED EXIST EMBANKMENT MATERIAL)	28	CY	178,448	$ 7.75	$ 1,382,972.00				$ -	178,448.00	0.00	178,448.00	1,382,972.00	1,382,972.00	-	-
BORROW (OFF- SITE LEVEE GRADE MATERAIL)	29	CY	47,303	$ 11.62	$ 549,660.86				$ -	0.00	18,833.00	18,833.00	-	218,839.46	218,839.46	330,821.40
CONC. RIP RAP CL-B (SLOPE PROTECTION)	30	CY	200	$ 326.09	$ 65,218.00				$ -	150.00	50.00	200.00	48,913.50	65,218.00	16,304.50	-
CONCRETE PAD (4 FT X 4 FT)	31	EA	40	$ 301.92	$ 12,076.80				$ -	32.00	8.00	40.00	9,661.44	12,076.80	2,415.36	-
CONCRETE HEADER (2 FT X 3 FT)	32	LF	440	$ 63.16	$ 27,790.40				$ -	0.00	320.00	320.00	-	20,211.20	20,211.20	7,579.20
CONC. SHOULDER (2 FT)	33	LF	160	$ 32.34	$ 5,174.40				$ -	0.00	0.00	0.00	-	-	-	5,174.40
FURNISHING & PLACING TOPSOIL (SALVAGED MATERIAL)	34	STA	145	$ 258.51	$ 37,483.95				$ -	145.00	0.00	145.00	37,483.95	37,483.95	-	-
FURNISHING & PLACING TOPSOIL (NEW)	35	STA	60	$ 406.61	$ 24,396.60				$ -	20.00	40.00	60.00	8,132.20	24,396.60	16,264.40	-
FLEXBASE (NEW) (CALICHE) (TY D GR 6) (6 IN)	36	CY	16,500	$ 20.60	$ 339,900.00				$ -	14,426.00	1,774.00	16,200.00	297,175.60	333,720.00	36,544.40	6,180.00
FLEXBASE (NEW) (CALICHE) (TY D GR 6) (8 IN)	37	CY	1,780	$ 20.60	$ 36,668.00				$ -	1,020.00	420.00	1,440.00	21,012.00	29,664.00	8,652.00	7,004.00
HYDRO MULCH SEEDING	38	SY	172,847	$ 0.48	$ 82,966.56				$ -	26,400.00	79,200.00	105,600.00	12,672.00	50,688.00	38,016.00	32,278.56
REINF. CONC. PIPE (18 IN) (CL V)	39	LF	390	$ 57.18	$ 22,300.20				$ -	390.00	0.00	390.00	22,300.20	22,300.20	-	-
REINF. CONC. PIPE (24 IN) (CL V)	40	LF	126	$ 69.42	$ 8,746.92				$ -	126.00	0.00	126.00	8,746.92	8,746.92	-	-
REINF. CONC. BOX (5' X 6')	41	LF	16	$ 1,211.37	$ 19,381.92				$ -	16.00	0.00	16.00	19,381.92	19,381.92	-	-
CONC. HEADWALL (18 IN)	42	EA	7	$ 3,900.93	$ 27,306.51				$ -	5.00	2.00	7.00	19,504.65	27,306.51	7,801.86	-
CONC. HEADWALL (24 IN)	43	EA	1	$ 4,143.89	$ 4,143.89				$ -	0.00	1.00	1.00	-	4,143.89	4,143.89	-
CONC. WINGWALL	44	EA	1	$ 6,482.03	$ 6,482.03				$ -	0.00	1.00	1.00	-	6,482.03	6,482.03	-
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (6 FT) (INCLUDE S GROUT/CONC & REINF STEEL)	46	EA	5,853	$ 58.08	$ 339,942.24	2	5,889.00	$ 58.08	$ 2,090.88	5,889.00	0.00	5,889.00	342,033.12	342,033.12	-	-
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (7 FT) (INCLUDE S GROUT/CONC & REINF STEEL)	47	EA	3,407	$ 58.08	$ 197,878.56	2	3,344.00	$ 58.08	$ (3,659.04)	3,344.00	0.00	3,344.00	194,219.52	194,219.52	-	-
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (9 FT) (INCLUDE S GROUT/CONC & REINF STEEL)	48	EA	677	$ 58.17	$ 39,381.09	2	505.00	$ 58.17	$ (10,005.24)	505.00	0.00	505.00	29,375.85	29,375.85	-	-
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (10 FT) (INCLUDE S GROUT/CONC & REINF STEEL)	49	EA	865	$ 58.17	$ 50,317.05	2	873.00	$ 58.17	$ 465.36	873.00	0.00	873.00	50,782.41	50,782.41	-	-
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (20 FT) (INCLUDE S GROUT/CONC & REINF STEEL)	50	EA	1019	$ 58.08	$ 59,183.52	2	1,537.00	$ 58.08	$ 30,085.44	1,360.00	177.00	1,537.00	78,988.80	89,268.96	10,280.16	-
BOLLARD (SUPPLY, CUT & WELD ANGLE IRON SUPPORTS) (4 IN X 4 IN X 1/4 IN 8 FT)	51	LF	13,051	$ 11.08	$ 144,605.08	2	13,816.00	$ 11.08	$ 8,476.20	12,399.00	1,417.00	13,816.00	137,380.92	153,081.28	15,700.36	-
BOLLARD (SUPPLY, CUT & WELD FLAT BAR SUPPORTS) (4 IN X 1/2 IN)	52	LF	12,022	$ 4.10	$ 49,290.20				$ -	11,421.00	0.00	11,421.00	46,826.10	46,826.10	-	2,464.10
SIGNS	53	EA	2	$ 550.00	$ 1,100.00				$ -	0.00	0.00	0.00	-	-	-	1,100.00
CAT OPENING	54	EA	10	$ 11.52	$ 115.20				$ -	0.00	0.00	0.00	-	-	-	115.20
ANTI- CLIMBING FENCE	55	EA	10	$ 11.52	$ 115.20				$ -	0.00	0.00	0.00	-	-	-	115.20
INSTALL LEVEE ACCESS GATE	56	EA	1	$ 7,182.39	$ 7,182.39				$ -	0.00	0.00	0.00	-	-	-	7,182.39
INSTALL PROPERTY GATE	57	EA	1	$ 7,182.39	$ 7,182.59	5	2.00	$ 7,182.39	$ 7,182.39	0.00	0.00	0.00	-	-	-	14,364.78
WOVEN WIRE FENCE	58	LF	1,693	$ 12.00	$ 20,316.00				$ -	0.00	0.00	0.00	-	-	-	20,316.00
WOVEN WIRE FENCE (TO BE REMOVED)	59	LF	4,000	$ 2.96	$ 11,840.00				$ -	4,000.00	0.00	4,000.00	11,840.00	11,840.00	-	-
FLAP GATES W/ WALL PIPE & TEE (6 IN)	60	EA	40	$ 1,343.71	$ 53,748.40				$ -	40.00	0.00	40.00	53,748.40	53,748.40	-	-
MOBILIZATION, BONDS AND INSURANCE	61	LS	1	$ 3,582,814.59	$ 3,582,814.59				$ -	1.00	0.00	1.00	3,582,814.59	3,582,814.59	-	-
DEWATERING	62	LF	20,429	$ 15.37	$ 313,993.73				$ -	32.00	0.00	32.00	491.84	491.84	-	313,501.89
TRAFFIC CONTROL PLAN	63	MO	3	$ 10,833.33	$ 32,499.99				$ -	3.00	0.00	3.00	$ 32,499.99	32,499.99	-	-
BARBWIRE FENCE	64	LF	0	$ -	$ -	5	1,735.00	$ 11.00	$ 19,085.00	0.00	0.00	0.00	$ -	-	-	19,085.00
LOWER EXISTING 2 INCH WATERLINE	65	LS	0	$ -	$ -	10	1.00	$ 2,660.75	$ 2,660.75	0.00	1.00	1.00	$ -	2,660.75	2,660.75	-
STRUCTURAL SLAB (24 IN RCP) (CLASS C)	66	CY	0	$ -	$ -	6, 8	5.04	$ 446.10	$ 2,248.34	0.00	5.04	5.04	$ -	2,248.34	2,248.34	-
MATERIALS ON HAND													$ -	-	-	-

		TOTAL COMPLETE TO-DATE	TOTAL CURRENT CONTRACT EARNED	CONTRACT BALANCE TO COMPLETE
ORIGINAL CONTRACT AMOUNT:	$ 39,809,630.95			
NET CHANGES BY CHANGE ORDER(S)	$ 243,837.43			
TOTAL CONTRACT AMOUNT TO DATE	$ 40,053,468.38	$ 38,413,456.04	$ 38,972,209.33	$ 558,753.29	$ 1,081,259.05

Estimated % Project Completion to Date: 97.30%

			LESS RETAINAGE @ 10%		$ 3,897,220.93	$ 55,875.33
			LESS Previous Requests for Payments		$32,630,110.44	
Substantial Completion	Liquidated Damages: Current Days:	0	To Date Days: 124	LD's per Day: $ 10,000.00	($1,240,000.00)	$ -
Final Completion	Liquidated Damages: Current Days:	31	To Date Days: 148	LD's per Day: $ 6,000.00	($888,000.00)	$ (186,000.00)
				TOTAL AMOUNT DUE THIS REQUEST	$ 316,877.96	$ 316,877.96

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

REQUEST FOR PAYMENT
DHS SEGMENT 0-4C (0.44 MILES)
BALLENGER CONSTRUCTION COMPANY

24200 N. FM 509
HARLINGEN, TEXAS 78550

REQUEST FOR PAYMENT NO. 10

Project Number: 4287-03-0.44 MILES
Date: 10/6/2009

CONTRACT NO. 08-024-09-30
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 NO.	CHANGE ORDERS QTY. +/-	CHANGE ORDERS UNIT PRICE +/-	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
TEMP EROSION CONTROL (FILTER FABRIC FENCE)	1	LF	6,100	$ 2.26	$ 13,786.00				$ -	6,100.00	0.00	6,100.00	13,786.00	13,786.00	-	-
TEMP EROSION CONTROL (CONST EXIT / ENTR)	2	EA	1	$ 999.50	$ 999.50				$ -	1.00	0.00	1.00	999.50	999.50	-	-
REMOVE EXIST PEA GRAVEL TRAVELWAY (2 IN. TO 6 IN.)	3	STA	23	$ 484.14	$ 11,135.22				$ -	23.00	0.00	23.00	11,135.22	11,135.22	-	-
EXCAVATE (EXIST LEVEE EMBANKMENT)	4	CY	14,253	$ 4.19	$ 59,720.07				$ -	13,407.00	500.00	13,907.00	56,175.33	58,270.33	2,095.00	1,449.74
TRENCH EXCAVATION PROTECTION	5	LF	130	$ 11.71	$ 1,522.30				$ -	130.00	0.00	130.00	1,522.30	1,522.30	-	-
TEMPORARY SPECIAL SHORING	6	SF	24,949	$ 2.68	$ 66,863.32				$ -	22,683.00	1,000.00	23,683.00	60,790.44	63,470.44	2,680.00	3,392.88
CONCRETE COLLAR (24 IN.)	7	EA	1	$ 635.55	$ 635.55				$ -	1.00	0.00	1.00	635.55	635.55	-	-
CONSTRUCT GATE WELL STRUCTURE W/ SLUICE GATE, HATCH, LADDER & APPURTENANCES.	8	EA	1	$ 117,396.72	$ 117,396.72				$ -	0.50	0.50	1.00	58,698.36	117,396.72	58,698.36	-
RETAINING WALL (STEM)	9	CY	1,628	$ 801.33	$ 1,304,565.24				$ -	1,307.00	214.60	1,521.60	1,047,338.31	1,219,303.73	171,965.42	85,261.51
RETAINING WALL (FOOTING)	10	CY	2,317	$ 419.62	$ 972,259.54				$ -	1,798.22	443.30	2,241.52	754,569.08	940,586.63	186,017.55	31,672.91
RETAINING WALL (KEY)	11	CY	171	$ 942.67	$ 161,196.57				$ -	132.71	28.00	160.71	125,101.74	151,496.50	26,394.76	9,700.07
AGGREGATE DRAIN MATERIAL	12	CY	350	$ 36.62	$ 12,817.00				$ -	258.30	0.00	258.30	9,458.95	9,458.95	-	3,358.05
PREFABRICATED SOIL DRAINAGE MAT	13	SF	27,108	$ 5.44	$ 147,467.52				$ -	20,005.68	2,000.00	22,005.68	108,830.90	119,710.90	10,880.00	27,756.62
PERFORATED UNDERDRAIN PIPE (6 IN.)(PVC)	14	LF	2,290	$ 16.33	$ 37,395.70				$ -	1,690.00	0.00	1,690.00	27,597.70	27,597.70	-	9,798.00
REMOVE / SALVAGE (EXIST SLUICE GATE & APPURTENANCES)	15	EA	1	$ 1,000.41	$ 1,000.41				$ -	1.00	0.00	1.00	1,000.41	1,000.41	-	-
PREPARATION RIGHT OF WAY	16	STA	31	$ 831.76	$ 25,784.56				$ -	31.00	0.00	31.00	25,784.56	25,784.56	-	-
REMOVE EXIST PIPE (24 IN.)	17	LF	130	$ 18.02	$ 2,342.60				$ -	130.00	0.00	130.00	2,342.60	2,342.60	-	-
REMOVE EXIST HEADWALL (24 IN.)	18	EA	2	$ 1,865.13	$ 3,730.26				$ -	2.00	0.00	2.00	3,730.26	3,730.26	-	-
REMOVE EXIST LEVEE ACCESS GATE	19	EA	1	$ 630.52	$ 630.52				$ -	1.00	0.00	1.00	630.52	630.52	-	-
REMOVE EXIST GATEWELL	20	EA	1	$ 3,762.32	$ 3,762.32				$ -	1.00	0.00	1.00	3,762.32	3,762.32	-	-
EMBANKMENT (EXCAVATED EXIST LEVEE EMBANKMENT)	21	CY	13,429	$ 8.00	$ 107,432.00				$ -	12,086.48	0.00	12,086.48	96,691.84	96,691.84	-	10,740.16
EMBANKMENT (MILITARY ROAD)	22	CY	3,348	$ 11.47	$ 38,401.56				$ -	3,348.00	0.00	3,348.00	38,401.56	38,401.56	-	-
BORROW (OFF-SITE LEVEE GRADE MATERIAL)	23	CY	2,524	$ 11.47	$ 28,950.28				$ -	0.00	0.00	0.00	-	-	-	28,950.28
CONC. RIP RAP CL-B (SLOPE PROTECTION)	24	CY	80	$ 332.52	$ 26,601.60				$ -	0.00	0.00	0.00	-	-	-	26,601.60
CONC. PAD (4 FT. X 4 FT.)	25	EA	5	$ 302.87	$ 1,514.35				$ -	0.00	0.00	0.00	-	-	-	1,514.35
CONC. SHOULDER (2 FT.)	26	LF	30	$ 43.52	$ 1,305.60				$ -	0.00	0.00	0.00	-	-	-	1,305.60
CONCRETE HEADER (2 FT X 3 FT)	27	LF	68	$ 65.90	$ 4,481.20				$ -	0.00	0.00	0.00	-	-	-	4,481.20
FURNISHING & PLACING TOPSOIL (SALVAGED MATERIAL)	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
FURNISHING & PLACING TOPSOIL (NEW)	29	CY	1,850	$ 8.70	$ 16,095.00				$ -	0.00	0.00	0.00	-	-	-	16,095.00
FLEXBASE (CALICHE) (TY D GR 8 08 IN.)	30	CY	2,000	$ 23.91	$ 47,820.00				$ -	1,769.00	0.00	1,769.00	42,296.79	42,296.79	-	5,523.21
FLEXBASE (CALICHE) (TY D GR 8 10 IN.)	31	CY	515	$ 25.49	$ 13,127.35				$ -	0.00	0.00	0.00	-	-	-	13,127.35
HYDRO MULCH	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
ANTI CLIMBING FENCE	33	EA	2	$ 8,206.46	$ 16,412.92				$ -	0.00	0.00	0.00	-	-	-	16,412.92
CAT OPENING	34	EA	2	$ 2,104.22	$ 4,208.44				$ -	0.00	0.00	0.00	-	-	-	4,208.44
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (6 FT.) (INCLUDE GROUT/CONC. & REINF. STEEL)	35	EA	2,095	$ 31.38	$ 65,741.10	2	2,089.00	$ 31.38	$ (188.28)	1,728.00	224.00	1,952.00	54,224.64	61,253.76	7,029.12	4,299.06
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (20 FT.) (INCLUDE GROUT/CONC. & REINF. STEEL)	36	EA	145	$ 47.00	$ 6,815.00	2	151.00	$ 47.00	$ 282.00	0.00	0.00	0.00	-	-	-	7,097.00
BOLLARD SUPPLY CUT AND WELD ANGLE IRON SUPPORTS (4 IN X 4 IN X 1/4 IN.)	37	LF	2,495	$ 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	-	13,570.80
BOLLARD SUPPLY CUT AND WELD FLAT BAR SUPPORTS (4 IN X 1/2 IN.)	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
REINF. CONC. PIPE (24 IN) (CL.V)	39	LF	130	$ 72.08	$ 9,370.40				$ -	130.00	0.00	130.00	9,370.40	9,370.40	-	-
CONC. HEADWALL (24 IN)	40	EA	2	$ 5,125.01	$ 10,250.02				$ -	2.00	0.00	2.00	10,250.02	10,250.02	-	-
CONC. SHOULDER (2 FT)	41	LF	50	$ 33.37	$ 1,668.50				$ -	0.00	0.00	0.00	-	-	-	1,668.50
SIGNS PERMANENT	42	EA	4	$ 578.66	$ 2,314.64				$ -	0.00	0.00	0.00	-	-	-	2,314.64
INSTALL LEVEE ACCESS GATE (COMPLETE)	43	EA	1	$ 7,470.31	$ 7,470.31				$ -	0.00	0.00	0.00	-	-	-	7,470.31
FLAP GATES W/ WALL PIPE & TEE (6 IN.)	44	EA	5	$ 1,395.04	$ 6,975.20				$ -	3.00	0.00	3.00	4,185.12	4,185.12	-	2,790.08
TRAFFIC CONTROL	45	MO	3	$ 4,033.09	$ 12,099.27				$ -	2.00	0.00	2.00	8,066.18	8,066.18	-	4,033.09
HOT MIX ASPHALT (3 IN)	46	SY	1,756	$ 22.59	$ 39,668.04				$ -	1,756.00	0.00	1,756.00	39,668.04	39,668.04	-	-
PRIME OIL (MC-30)	47	GAL	350	$ 6.25	$ 2,187.50				$ -	350.00	0.00	350.00	2,187.50	2,187.50	-	-
LIME STABILIZED SUBGRADE (10 IN)	48	SY	2,107	$ 8.22	$ 17,319.54				$ -	2,107.00	0.00	2,107.00	17,319.54	17,319.54	-	-
4" SOLID STRIPPING DOUBLE YELLOW	49	LF	790	$ 1.58	$ 1,248.20				$ -	0.00	0.00	0.00	-	-	-	1,248.20
REMOVE AND REPLACE EXISTING BARBWIRE FENCE	50	LF	285	$ 10.52	$ 2,156.60				$ -	35.00	0.00	35.00	368.20	368.20	-	1,788.40
REMOVE EXISTING ASPHALT	51	LS	1	$ 6,817.23	$ 6,817.23				$ -	1.00	0.00	1.00	6,817.23	6,817.23	-	-
DEWATERING	52	LF	2,290	$ 12.98	$ 29,724.20				$ -	0.00	400.00	400.00	-	5,192.00	5,192.00	24,532.20
MOBILIZATION, BONDS, AND INSURANCE	53	LS	1	$ 396,346.60	$ 396,346.60				$ -	1.00	0.00	1.00	396,346.60	396,346.60	-	-
					$ -				$ -	0.00	0.00	0.00	-	-	-	-
MATERIALS ON HAND					$ -				$ -	0.00	0.00	0.00	$ -	-	-	-

		TOTAL COMPLETE TO-DATE	TOTAL CURRENT CONTRACT EARNED	CONTRACT BALANCE TO COMPLETE
ORIGINAL CONTRACT AMOUNT:	$ 4,403,851.15			
NET CHANGES BY CHANGE ORDER(S)	$ 188.40			
TOTAL CONTRACT AMOUNT TO DATE	$ 4,404,039.55	$ 3,422,589.49	$ 3,893,541.70	$ 470,952.21	$ 510,497.85

Estimated % Project Completion to Date: 88.41%

				LESS RETAINAGE @ 10%		$ 389,354.15	$ 47,095.22
				PENDING RELEASED RETAINAGE PR #9		$ 171,129.47	$ -
				LESS Previous Requests for Payments		$2,507,460.03	
Substantial Completion	Liquidated Damages:	Current Days:	0	To Date Days:	54 LD's per Day: $ 10,000.00	($540,000.00)	$ -
Final Completion	Liquidated Damages:	Current Days:	0	To Date Days:	34 LD's per Day: $ 6,000.00	($204,000.00)	$ -
				TOTAL AMOUNT DUE THIS REQUEST		$ 423,856.99	$ 423,856.99

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 Contractand / 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: _____ Date: 10/9/09
JOE CHARLES BALLENGER, JR.

Title: 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: 10/9/09 By: _____
JOE CHARLES BALLENGER, JR. - PRESIDENT

BALLENGER CONSTRUCTION COMPANY
CONTRACTOR

State of TEXAS
County of Cameron
Subscribed and sworn to me this 9th day of October 2009

Notary Public

ELAINE PILAR CASTILLO
Notary Public, State of Texas
My Commission Expires
August 20, 2013

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 or work performed and/or material supplied by the contractor, and that partial payment claimed and requested by the Contrator 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.

ARTEMIO SALAZAR
INSPECTOR

Date: 10/12/09

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 or work performed and/or material supplied by the contractor, and that partial payment claimed and requested by the Contrator 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.

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

Date: 10/13/09

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

Project Name: REQUEST FOR PAYMENT
DHS SEGMENT 0-4C (0.44 MILES)
Contractor: BALLENGER CONSTRUCTION COMPANY
Address: 24200 N. FM 509
City/State/Zip: HARLINGEN, TEXAS 78550

REQUEST FOR PAYMENT NO. 10

Project Number: 4287-03 0.44 MILES
Date: 10/6/2009

CONTRACT NO. 08-024-09-30
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 NO.	CHANGE ORDERS QTY. +/-	CHANGE ORDERS UNIT PRICE +/-	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
TEMP EROSION CONTROL (FILTER FABRIC FENCE)	1	LF	6,100	$ 2.26	$ 13,786.00				$ -	6,100.00	0.00	6,100.00	13,786.00	13,786.00	-	-
TEMP EROSION CONTROL (CONST EXIT / ENTR)	2	EA	1	$ 999.50	$ 999.50				$ -	1.00	0.00	1.00	999.50	999.50	-	-
REMOVE EXIST PEA GRAVEL TRAVELWAY (2 IN. TO 6 IN.)	3	STA	23	$ 484.14	$ 11,135.22				$ -	23.00	0.00	23.00	11,135.22	11,135.22	-	-
EXCAVATE (EXIST LEVEE EMBANKMENT)	4	CY	14,253	$ 4.19	$ 59,720.07				$ -	13,407.00	500.00	13,907.00	56,175.33	58,270.33	2,095.00	1,449.74
TRENCH EXCAVATION PROTECTION	5	LF	130	$ 11.71	$ 1,522.30				$ -	130.00	0.00	130.00	1,522.30	1,522.30	-	-
TEMPORARY SPECIAL SHORING	6	SF	24,949	$ 2.68	$ 66,863.32				$ -	22,683.00	1,000.00	23,683.00	60,790.44	63,470.44	2,680.00	3,392.88
CONCRETE COLLAR (24 IN.)	7	EA	1	$ 635.55	$ 635.55				$ -	1.00	0.00	1.00	635.55	635.55	-	-
CONSTRUCT GATE WELL STRUCTURE W/ SLUICE GATE, HATCH, LADDER & APPURTENANCES.	8	EA	1	$ 117,396.72	$ 117,396.72				$ -	0.50	0.50	1.00	58,698.36	117,396.72	58,698.36	-
RETAINING WALL (STEM)	9	CY	1,628	$ 801.33	$ 1,304,565.24				$ -	1,307.00	214.60	1,521.60	1,047,338.31	1,219,303.73	171,965.42	85,261.51
RETAINING WALL (FOOTING)	10	CY	2,317	$ 419.62	$ 972,259.54				$ -	1,798.22	443.30	2,241.52	754,569.08	940,586.63	186,017.55	31,672.91
RETAINING WALL (KEY)	11	CY	171	$ 942.67	$ 161,196.57				$ -	132.71	28.00	160.71	125,101.74	151,496.50	26,394.76	9,700.07
AGGREGATE DRAIN MATERIAL	12	CY	350	$ 36.62	$ 12,817.00				$ -	258.30	0.00	258.30	9,458.95	9,458.95	-	3,358.05
PREFABRICATED SOIL DRAINAGE MAT	13	SF	27,108	$ 5.44	$ 147,467.52				$ -	20,005.68	2,000.00	22,005.68	108,830.90	119,710.90	10,880.00	27,756.62
PERFORATED UNDERDRAIN PIPE (6 IN.)(PVC)	14	LF	2,290	$ 16.33	$ 37,395.70				$ -	1,690.00	0.00	1,690.00	27,597.70	27,597.70	-	9,798.00
REMOVE / SALVAGE (EXIST SLUICE GATE & APPURTENANCES)	15	EA	1	$ 1,000.41	$ 1,000.41				$ -	1.00	0.00	1.00	1,000.41	1,000.41	-	-
PREPARATION RIGHT OF WAY	16	STA	31	$ 831.76	$ 25,784.56				$ -	31.00	0.00	31.00	25,784.56	25,784.56	-	-
REMOVE EXIST PIPE (24 IN.)	17	LF	130	$ 18.02	$ 2,342.60				$ -	130.00	0.00	130.00	2,342.60	2,342.60	-	-
REMOVE EXIST HEADWALL (24 IN .)	18	EA	2	$ 1,865.13	$ 3,730.26				$ -	2.00	0.00	2.00	3,730.26	3,730.26	-	-
REMOVE EXIST LEVEE ACCESS GATE	19	EA	1	$ 630.52	$ 630.52				$ -	1.00	0.00	1.00	630.52	630.52	-	-
REMOVE EXIST GATEWELL	20	EA	1	$ 3,762.32	$ 3,762.32				$ -	1.00	0.00	1.00	3,762.32	3,762.32	-	-
EMBANKMENT (EXCAVATED EXIST LEVEE EMBANKMENT)	21	CY	13,429	$ 8.00	$ 107,432.00				$ -	12,086.48	0.00	12,086.48	96,691.84	96,691.84	-	10,740.16
EMBANKMENT (MILITARY ROAD)	22	CY	3,348	$ 11.47	$ 38,401.56				$ -	3,348.00	0.00	3,348.00	38,401.56	38,401.56	-	-
BORROW (OFF-SITE LEVEE GRADE MATERIAL)	23	CY	2,524	$ 11.47	$ 28,950.28				$ -	0.00	0.00	0.00	-	-	-	28,950.28
CONC. RIP RAP CL-B (SLOPE PROTECTION)	24	CY	80	$ 332.52	$ 26,601.60				$ -	0.00	0.00	0.00	-	-	-	26,601.60
CONC. PAD (4 FT. X 4 FT.)	25	EA	5	$ 302.87	$ 1,514.35				$ -	0.00	0.00	0.00	-	-	-	1,514.35
CONC. SHOULDER (2 FT.)	26	LF	30	$ 43.52	$ 1,305.60				$ -	0.00	0.00	0.00	-	-	-	1,305.60
CONCRETE HEADER (2FT X 3 FT)	27	LF	68	$ 65.90	$ 4,481.20				$ -	0.00	0.00	0.00	-	-	-	4,481.20
FURNISHING & PLACING TOPSOIL (SALVAGED MATERIAL)	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
FURNISHING & PLACING TOPSOIL (NEW)	29	CY	1,850	$ 8.70	$ 16,095.00				$ -	0.00	0.00	0.00	-	-	-	16,095.00
FLEXBASE (CALICHE) (TY D GR 6)(6 IN.)	30	CY	2,000	$ 23.91	$ 47,820.00				$ -	1,769.00	0.00	1,769.00	42,296.79	42,296.79	-	5,523.21
FLEXBASE (CALICHE) (TY D GR 6)(8 IN.)	31	CY	515	$ 25.49	$ 13,127.35				$ -	0.00	0.00	0.00	-	-	-	13,127.35
HYDRO MULCH	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
ANTI CLIMBING FENCE	33	EA	2	$ 8,206.46	$ 16,412.92				$ -	0.00	0.00	0.00	-	-	-	16,412.92
CAT OPENING	34	EA	2	$ 2,104.22	$ 4,208.44				$ -	0.00	0.00	0.00	-	-	-	4,208.44
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (6 FT.) (INCLUDE GROUT/CONC. & REINF. STEEL)	35	EA	2,095	$ 31.38	$ 65,741.10	2	2,089.00	$ 31.38	$ (188.28)	1,728.00	224.00	1,952.00	54,224.64	61,253.76	7,029.12	4,299.06
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (20 FT.) (INCLUDE GROUT/CONC. & REINF. STEEL)	36	EA	145	$ 47.00	$ 6,815.00	2	151.00	$ 47.00	$ 282.00	0.00	0.00	0.00	-	-	-	7,097.00
BOLLARD SUPPLY CUT AND WELD ANGLE IRON SUPPORTS (4 IN X 4 IN X 1/4 IN)	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	-	13,570.80
BOLLARD SUPPLY CUT AND WELD FLAT BAR SUPPORTS (4 IN X 1/2 IN)	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
REINF. CONC. PIPE (24 IN) (CL V)	39	LF	130	$ 72.08	$ 9,370.40				$ -	130.00	0.00	130.00	9,370.40	9,370.40	-	-
CONC. HEADWALL (24 IN)	40	EA	2	$ 5,125.01	$ 10,250.02				$ -	2.00	0.00	2.00	10,250.02	10,250.02	-	-
CONC. SHOULDER (2 FT)	41	LF	50	$ 33.37	$ 1,668.50				$ -	0.00	0.00	0.00	-	-	-	1,668.50
SIGNS PERMANENT	42	EA	4	$ 578.66	$ 2,314.64				$ -	0.00	0.00	0.00	-	-	-	2,314.64
INSTALL LEVEE ACCESS GATE (COMPLETE)	43	EA	1	$ 7,470.31	$ 7,470.31				$ -	0.00	0.00	0.00	-	-	-	7,470.31
FLAP GATES W/ WALL PIPE & TEE (6 IN.)	44	EA	5	$ 1,395.04	$ 6,975.20				$ -	3.00	0.00	3.00	4,185.12	4,185.12	-	2,790.08
TRAFFIC CONTROL	45	MO	3	$ 4,033.09	$ 12,099.27				$ -	2.00	0.00	2.00	8,066.18	8,066.18	-	4,033.09
HOT MIX ASPHALT (3 IN)	46	SY	1,756	$ 22.59	$ 39,668.04				$ -	1,756.00	0.00	1,756.00	39,668.04	39,668.04	-	-
PRIME OIL (MC-30)	47	GAL	350	$ 6.25	$ 2,187.50				$ -	350.00	0.00	350.00	2,187.50	2,187.50	-	-
LIME STABILIZED SUBGRADE (10 IN)	48	SY	2,107	$ 8.22	$ 17,319.54				$ -	2,107.00	0.00	2,107.00	17,319.54	17,319.54	-	-
4" SOLID STRIPPING DOUBLE YELLOW	49	LF	790	$ 1.58	$ 1,248.20				$ -	0.00	0.00	0.00	-	-	-	1,248.20
REMOVE AND REPLACE EXISTING BARBWIRE FENCE	50	LF	205	$ 10.52	$ 2,156.60				$ -	35.00	0.00	35.00	368.20	368.20	-	1,788.40
REMOVE EXISTING ASPHALT	51	LS	1	$ 6,817.23	$ 6,817.23				$ -	1.00	0.00	1.00	6,817.23	6,817.23	-	-
DEWATERING	52	LF	2,290	$ 12.98	$ 29,724.20				$ -	0.00	400.00	400.00	-	5,192.00	5,192.00	24,532.20
MOBILIZATION, BONDS, AND INSURANCE	53	LS	1	$ 396,346.60	$ 396,346.60				$ -	1.00	0.00	1.00	396,346.60	396,346.60	-	-
					$ -				$ -	0.00	0.00	0.00	-	-	-	-
MATERIALS ON HAND					$ -				$ -	0.00	0.00	0.00	$ -	-	-	-

		TOTAL COMPLETE TO-DATE	TOTAL CURRENT CONTRACT EARNED	CONTRACT BALANCE TO COMPLETE
ORIGINAL CONTRACT AMOUNT:	$ 4,403,851.15			
NET CHANGES BY CHANGE ORDER(S)	$ 188.40			
TOTAL CONTRACT AMOUNT TO DATE	$ 4,404,039.55	$ 3,422,589.49	$ 3,893,541.70	$ 470,952.21	$ 510,497.85

Estimated % Project Completion to Date: 88.41%

LESS RETAINAGE @ 10%		$ 389,354.15	$ 47,095.22
PENDING RELEASED RETAINAGE PR #9		$ 171,129.47	$ -
LESS Previous Requests for Payments		$2,507,460.03	
To Date Days: 54	LD's per Day: $ 10,000.00	($540,000.00)	$ -
To Date Days: 34	LD's per Day: $ 6,000.00	($204,000.00)	$ -
TOTAL AMOUNT DUE THIS REQUEST		$ 423,856.99	$ 423,856.99

Substantial Completion Liquidated Damages: Current Days: 0
Final Completion Liquidated Damages: Current Days: 0

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

REQUEST FOR PAYMENT
DHS SEGMENT 0-6A (2.59 MILES)
BALLENGER CONSTRUCTION COMPANY

24200 N. FM 509
HARLINGEN, TEXAS 78550

REQUEST FOR PAYMENT NO. 12

Project Number: 4410-07 2.59 MILES
Date: 8/20/2009

CONTRACT NO. 08-016-09-02
WORK THRU: 7/25/2009

PROGRESS BILLING WORKSHEET - NO. 1

JOE CHARLES BALLENGER, JR. PRESIDENT	ITEM NO	UNIT	TOTAL QUANTITY	BID UNIT PRICE	TOTAL BID PRICE	CHANGE ORDERS NO.	CHANGE ORDERS QTY. +/-	CHANGE ORDERS UNIT PRICE +/-	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
TEMP EROSION CONTROL (FILTER FABRIC FENCE)	1	LF	14,075	$ 3.00	$ 42,225.00				$ -	13,817.00	0.00	13,817.00	41,451.00	41,451.00	-	774.00
TEMP EROSION CONTROL (CONST EXIT / ENTR)	2	EA	3	$ 1,900.00	$ 5,700.00				$ -	1.00	0.00	1.00	1,900.00	1,900.00	-	3,800.00
REMOVE/STOCKPILE EXIST EMBANKMENT	3	CY	35,676	$ 12.00	$ 428,112.00				$ -	35,676.00	0.00	35,676.00	428,112.00	428,112.00	-	-
TRENCH EXCAVATION PROTECTION	4	LF	120	$ 10.99	$ 1,318.80				$ -	120.00	0.00	120.00	1,318.80	1,318.80	-	-
TEMPORARY SPECIAL SHORING	5	SF	97,194	$ 18.00	$ 1,749,492.00				$ -	94,492.00	0.00	94,492.00	1,700,856.00	1,700,856.00	-	48,636.00
CONC. COLLAR (48 IN)	8	EA	2	$ 1,311.48	$ 2,622.96				$ -	2.00	0.00	2.00	2,622.96	2,622.96	-	-
CONC. COLLAR (54 IN)	7	EA	2	$ 1,646.24	$ 3,292.48				$ -	2.00	0.00	2.00	3,292.48	3,292.48	-	-
CNSTR GW STR W/SLC GATE, HATCH, LAD & (4X5) APPR	8	EA	2	$ 103,036.05	$ 206,072.10				$ -	1.00	0.00	1.00	103,036.05	103,036.05	-	103,036.05
CONSTRUCT GATE WELL STRUCTURE W/ SLUICE GATE, HATCH, LADDER & APPURTENANCES (6 ft X 6 ft)	9	EA	1	$ 117,803.98					$ -		0.00				-	
CNSTR GW STR W/SLC G.H.L. & (6X6) - BACK FILL	9A	EA	1	$ 11,544.79	$ 11,544.79				$ -	0.00	0.00	0.00	-	-	-	11,544.79
CNSTR GW STR W/SLC G.H.L. & (6X6) - MAT & STRUCTURE	9B	EA	1	$ 106,259.19	$ 106,259.19				$ -	0.00	0.00	0.00	-	-	-	106,259.19
RETAINING WALL (CAST IN PLACE) (STEM)	10	CY	10,279	$ 679.20		1,2	10,121.27	$ 684.08			0.00				-	
RETAINING WALLS (STEM) - EXCAVATION	10A	LF	13,714.92	$ 28.50	$ 391,098.12				$ -	12,817.00	0.00	12,817.00	366,053.53	366,053.53	-	25,044.59
RETAINING WALLS (STEM) - REBAR TYING	10B	LF	13,714.92	$ 23.52	$ 322,574.92				$ -	12,817.00	0.00	12,817.00	301,455.84	301,455.84	-	21,119.08
RETAINING WALLS (STEM) - BACK FILL	10C	LF	13,714.92	$ 16.882931572	$ 231,598.92				$ -	12,817.00	0.00	12,817.00	216,529.52	216,529.52	-	15,169.40
RETAINING WALLS (STEM) - CAST IN PLACE	10D	LF	13,714.92	$ 440.07	$ 6,035,524.84		13,714.92	$ 435.880101582802	$ (57,738.42)	12,817.00	0.00	12,817.00	5,588,418.93	5,588,418.93	-	391,367.49
RETAINING WALL (CAST IN PLACE) (FOOTING)	11	CY	16,270.00	$ 340.28		1,2	14,987.55	$ 365.83								
RETAINING WALLS (FOOTING) - EXCAVATION	11A	LF	13,714.92	$ 41.850619172	$ 573,977.90				$ -	12,817.00	0.00	12,817.00	536,399.32	536,399.32	-	37,578.58
RETAINING WALLS (FOOTING) - CAST IN PLACE	11B	LF	13,714.92	$ 372.50	$ 5,108,807.70		13,714.92	$ 357.925348452634	$ (199,880.18)	12,817.00	0.00	12,817.00	4,587,529.19	4,587,529.19	-	321,398.33
RETAINING WALL (CAST IN PLACE) (KEY)	12	CY	3,051.00	$ 754.85		1,2	1,419.87	$ 1,368.93								
RETAINING WALLS (KEY) - EXCAVATION	12A	LF	13,714.92	$ 13.482769130	184,915.10				$ -	12,817.00	0.00	12,817.00	172,808.39	172,808.39	-	12,106.71
RETAINING WALLS (KEY) - REBAR TYING	12B	LF	13,714.92	$ 6.43	$ 88,188.94				$ -	12,817.00	0.00	12,817.00	82,413.31	82,413.31	-	5,775.63
RETAINING WALLS (KEY) - CAST IN PLACE	12C	LF	13,714.92	$ 148.01	$ 2,029,845.31		13,714.92	$ 121.808993359057	$ (359,344.71)	12,817.00	0.00	12,817.00	1,561,225.86	1,561,225.86	-	109,374.74
AGGREGATE DRAIN MATERIAL	13	CY	12,628	$ 50.00	$ 631,400.00				$ -	11,492.00	0.00	11,492.00	574,600.00	574,600.00	-	56,800.00
PERFORATED UNDERDRAIN PIPE (6 IN.)(PVC)	14	LF	13,383	$ 13.45	$ 180,001.35				$ -	12,787.00	0.00	12,787.00	171,985.15	171,985.15	-	8,016.20
PREPARATION RIGHT OF WAY	15	STA	137	$ 16,873.79	$ 2,284,309.23				$ -	137.00	0.00	137.00	2,284,309.23	2,284,309.23	-	-
REMOVE EXIST. GATEWELL (5 FT X 3 FT)	16	EA	5	$ 4,999.15	$ 23,495.75				$ -	4.00	0.00	4.00	18,796.60	18,796.60	-	4,699.15
REMOVE EXIST. PIPE (12 IN.) PVC	17	EA	1	$ 3,288.42	$ 3,288.42				$ -	0.00	0.00	0.00	-	-	-	3,288.42
REMOVE EXIST PIPE (18 IN.)	18	EA	2	$ 1,834.21	$ 3,288.42				$ -	0.00	0.00	0.00	-	-	-	3,288.42
REMOVE EXIST PIPE (24 IN.)	19	EA	2	$ 1,971.17	$ 3,942.34				$ -	2.00	0.00	2.00	3,942.34	3,942.34	-	-
REMOVE EXIST PIPE (48 IN.)	20	EA	2	$ 1,680.40	$ 3,360.80				$ -	2.00	0.00	2.00	3,360.80	3,360.80	-	-
REMOVE EXIST PIPE (54 IN.)	21	EA	1	$ 3,360.79	$ 3,360.79				$ -	1.00	0.00	1.00	3,360.79	3,360.79	-	-
REMOVE EXIST PIPE (60 IN.)	22	EA	1	$ 3,885.05	$ 3,885.05				$ -	0.00	0.00	0.00	-	-	-	3,885.05
REMOVE EXIST. HEADWALL (15 IN.)	23	EA	1	$ 786.87	$ 786.87				$ -	1.00	0.00	1.00	786.87	786.87	-	-
REMOVE EXIST. HEADWALL (60 IN.)	24	EA	2	$ 2,715.41	$ 5,430.82				$ -	0.00	0.00	0.00	-	-	-	5,430.82
REMOVE /SALVAGED (EXIST SLUICE GATE & APPURTENANCES) (18 IN) (RCP)	25	EA	6	$ 563.07	$ 3,378.42				$ -	4.00	0.00	4.00	2,252.28	2,252.28	-	1,126.14
EMBANKMENT	26	CY	147,658	$ 10.45	$ 1,543,026.10				$ -	141,294.00	0.00	141,294.00	1,478,522.30	1,478,522.30	-	66,503.80
CONC. RIPRAP (CL-B) (SLOPE PROTECTION)	27	CY	164	$ 407.25	$ 81,540.00				$ -	76.00	0.00	76.00	37,791.00	37,791.00	-	43,758.00
CONCRETE PAD (4 FT x 4 FT)	28	EA	25	$ 540.34	$ 13,508.50				$ -	24.00	0.00	24.00	12,968.16	12,968.16	-	540.34
CONCRETE SHOULDER (2 FT)	29	LF	70	$ 11.22	$ 785.40				$ -	0.00	0.00	0.00	-	-	-	785.40
CONCRETE HEADER (2FT X 3 FT)	30	LF	96	$ 140.79	$ 13,515.84				$ -	96.00	0.00	96.00	13,515.84	13,515.84	-	-
FURNISHING & PLACING TOPSOIL (SALVAGED MATERIAL)	31	STA	108	$ 760.14	$ 82,095.12				$ -	104.00	0.00	104.00	79,054.56	79,054.56	-	3,040.56
FURNISHING & PLACING TOPSOIL (NEW)	32	STA	29	$ 910.79	$ 26,410.30				$ -	26.00	0.00	26.00	23,678.20	23,678.20	-	2,732.10
FLEXBASE (SALVAGED MATERIAL) (CALICHE) (TY D GR 6) (6 IN)	33	CY	2,097	$ 9.00	$ 18,873.00				$ -	0.00	0.00	0.00	-	-	-	18,873.00
FLEXBASE (NEW) (CALICHE) (TY D GR 6) (6 IN)	34	CY	7,993	$ 26.31	$ 210,295.83				$ -	7,726.00	0.00	7,726.00	203,271.06	203,271.06	-	7,024.77
FLEXBASE (NEW) (CALICHE) (TY D GR 6) (8 IN)	35	CY	983	$ 26.31	$ 25,862.73				$ -	400.00	0.00	400.00	10,524.00	10,524.00	-	15,338.73
HYDRO MULCH	36	SY	93,825	$ 0.47	$ 44,097.75				$ -	51,268.00	0.00	51,268.00	24,095.96	24,095.96	-	20,001.79
PLUG REINF CONC PIPE (18 IN)	37	EA	1	$ 377.63	$ 377.63				$ -	1.00	0.00	1.00	377.63	377.63	-	-
PLUG REINF CONC PIPE (24 IN)	38	EA	1	$ 448.18	$ 448.18				$ -	0.00	0.00	0.00	-	-	-	448.18
PVC PIPE (12 IN)	39	LF	130	$ 51.70	$ 6,721.00				$ -	0.00	0.00	0.00	-	-	-	6,721.00
PVC COUPLER (12 IN)	40	EA	2	$ 640.90	$ 1,281.80				$ -	0.00	0.00	0.00	-	-	-	1,281.80
REINF. CONC. PIPE (24 IN) (CL V)	41	LF	95	$ 155.12	$ 14,736.40				$ -	0.00	0.00	0.00	-	-	-	14,736.40
REINF. CONC. PIPE (48 IN) (CL V)	42	LF	56	$ 258.83	$ 14,494.48				$ -	16.00	0.00	16.00	4,141.28	4,141.28	-	10,353.20
REINF. CONC. PIPE (54 IN) (CL V)	43	LF	55	$ 289.80	$ 15,939.00				$ -	55.00	0.00	55.00	15,939.00	15,939.00	-	-
REINF. CONC. BOX (5 FT X 5 FT)	44	LF	72	$ 263.35	$ 18,961.20				$ -	0.00	0.00	0.00	-	-	-	18,961.20
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (5 FT)	45	EA	5,627	$ 103.01	$ 579,637.27	$ 0.00		$ 103.01	$ (579,637.27)	0.00	0.00	0.00	-	-	-	-
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (6 FT)	46	EA	3,431	$ 96.73	$ 331,880.63	$ 0.00		$ 96.73	$ (331,880.63)	0.00	0.00	0.00	-	-	-	-
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (8FT)	47	EA	3,409	$ 96.73	$ 329,862.00	$ 598.00		$ 96.73	$ (271,037.46)	598.00	0.00	598.00	57,844.54	57,844.54	-	-
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (20FT)	48	EA	865	$ 132.02	$ 114,197.30	$ 889.00		$ 132.02	$ 3,168.48	865.00	0.00	865.00	87,793.30	87,793.30	-	29,572.48
BOLLARD (SUPPLY, CUT & WELD ANGLE IRON SUPPORTS) (4 IN X 4 IN X 1/4 IN 8 FT)	49	LF	14,248	$ 53.85	$ 767,405.20	$ 9,075.00		$ 53.85	$ (277,531.45)	8,975.22	0.00	8,975.22	481,520.55	481,520.55	-	5,353.20
CAT OPENING	50	EA	8	$ 500.00	$ 4,000.00				$ -	4.00	0.00	4.00	2,000.00	2,000.00	-	2,000.00
ANTI CLIMBING FENCE	51	EA	8	$ 7,800.00	$ 62,400.00				$ -	0.00	0.00	0.00	-	-	-	62,400.00
FLAP GATES W/WALL PIPE & TEE (6 IN)	52	EA	25	$ 1,300.86	$ 32,521.50				$ -	25.00	0.00	25.00	32,521.50	32,521.50	-	-
DEWATERING	53	LS	1	$ 509,821.07	$ 509,821.07				$ -	0.00	0.00	0.00	-	-	-	509,821.07
TRAFFIC CONTROL PLAN	54	LS	1	$ 4,500.00	$ 4,500.00				$ -	1.00	0.00	1.00	4,500.00	4,500.00	-	-
CANAL BYPASS 80CFS	55	LS	1	$ 188,174.13	$ 188,174.13				$ -	0.00	0.00	0.00	-	-	-	188,174.13
MOBILIZATION INSURANCE & BONDS	56	LS	1	$ 2,826,833.24	$ 2,826,833.24				$ -	1.00	0.00	1.00	2,826,833.24	2,826,833.24	-	-
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (7 FT)	58	EA	0	$ -	$ -	$ 2,343.00		$ 96.73	$ 226,638.39	2,327.00	0.00	2,327.00	225,090.71	225,090.71	-	1,547.68
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (9 FT)	59	EA	0	$ -	$ -	$ 824.00		$ 101.73	$ 83,825.52	824.00	0.00	824.00	83,825.52	83,825.52	-	-
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (10 FT)	60	EA	0	$ -	$ -	$ 2,998.00		$ 110.00	$ 329,780.00	2,926.00	0.00	2,926.00	321,860.00	321,860.00	-	7,920.00
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (14 FT)	61	EA	0	$ -	$ -	$ 267.00		$ 130.00	$ 34,710.00	0.00	0.00	0.00	-	-	-	34,710.00
MATERIAL ON HAND													-	-	-	-

				TOTAL COMPLETE TO-DATE	TOTAL CURRENT CONTRACT EARNED	CONTRACT BALANCE TO COMPLETE
ORIGINAL CONTRACT AMOUNT:	$ 28,553,870.93					
NET CHANGES BY CHANGE ORDER(S)	$ (1,398,937.73)					
TOTAL CONTRACT AMOUNT TO DATE	$ 27,154,933.20			$ 24,782,467.50	$ 24,782,467.50	$ 2,372,465.61
Estimated % Project Completion to Date:	91.26%			LESS RETAINAGE @ 10%	$ 2,478,246.76	$ -
				RELEASE RETAINAGE REQUESTED 50%	$ 1,239,123.38	$ 1,239,123.38
				LESS Previous Requests for Payments	521,644,220.83	
Substantial Completion	Liquidated Damages:	Current Days:	0	To Date Days: 55	LD's per Day: $ 10,000.00	(5550,000.00)	$0.00
Final Completion	Liquidated Damages:	Current Days:	0	To Date Days: 11	LD's per Day: $ 6,000.00	($66,000.00)	$0.00
				TOTAL AMOUNT DUE THIS REQUEST		$ 1,239,123.38	$ 1,239,123.38

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: _____ Date: 8/21/09
JOE CHARLES BALLENGER, JR.

Title: 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: 8/21/09 By: _____
JOE CHARLES BALLENGER, JR. PRESIDENT

BALLENGER CONSTRUCTION COMPANY
CONTRACTOR

State of TEXAS
County of
Subscribed and sworn to me this 21 day of August 2009

Kathleen G. Machado
Notary Public

My Commission Expires: May 8, 2012

KATHLEEN G. MACHADO
Notary Public, State of Texas
My Commission Expires
May 08, 2012

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.

_____ Date: 8/24/09
HECTOR CANTU
DANNENBAUM INSPECTOR

HIDALGO COUNTY
SEP 02 2009
DRAINAGE DISTRICT #1

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.

_____ Date: 8/24/09
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 02 2009
AUG 26 2009
CANCELLED
DRAINAGE DISTRICT #1

HIDALGO COUNTY
AUG 25 2009
CANCELLED
DRAINAGE DISTRICT #1

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

REQUEST FOR PAYMENT
DHS SEGMENT 0-6A (2.59 MILES)
BALLENGER CONSTRUCTION COMPANY

24200 N. FM 509
HARLINGEN, TEXAS 78550

REQUEST FOR PAYMENT NO. 12

Project Number: 4410-07 2.59 MILES
Date: 8/20/2009

CONTRACT NO. 08-016-09-02
WORK THRU: 7/25/2009

PROGRESS BILLING WORKSHEET - NO. 1

JOE CHARLES BALLENGER, JR. PRESIDENT	ITEM NO	UNIT	TOTAL QUANTITY	BID UNIT PRICE	TOTAL BID PRICE	CHANGE ORDERS NO.	CHANGE ORDERS QTY. +/-	CHANGE ORDERS UNIT PRICE +/-	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
TEMP EROSION CONTROL (FILTER FABRIC FENCE)	1	LF	14,075	$ 3.00	$ 42,225.00				$ -	13,817.00	0.00	13,817.00	41,451.00	41,451.00	-	774.00
TEMP EROSION CONTROL (CONST EXIT / ENTR)	2	EA	3	$ 1,900.00	$ 5,700.00				$ -	1.00	0.00	1.00	1,900.00	1,900.00	-	3,800.00
REMOVE/STOCKPILE EXIST EMBANKMENT	3	CY	35,676	$ 12.00	$ 428,112.00				$ -	35,676.00	0.00	35,676.00	428,112.00	428,112.00	-	-
TRENCH EXCAVATION PROTECTION	4	LF	120	$ 10.99	$ 1,318.80				$ -	120.00	0.00	120.00	1,318.80	1,318.80	-	-
TEMPORARY SPECIAL SHORING	5	SF	97,194	$ 18.00	$ 1,749,492.00				$ -	94,492.00	0.00	94,492.00	1,700,856.00	1,700,856.00	-	48,636.00
CONC. COLLAR (48 IN)	6	EA	2	$ 1,311.48	$ 2,622.96				$ -	2.00	0.00	2.00	2,622.96	2,622.96	-	-
CONC. COLLAR (54 IN)	7	EA	2	$ 1,646.24	$ 3,292.48				$ -	2.00	0.00	2.00	3,292.48	3,292.48	-	-
CNSTR GW STR W/SLC GATE, HATCH, LAD & (4X5) APPR	8	EA	2	$ 103,036.05	$ 206,072.10				$ -	1.00	0.00	1.00	103,036.05	103,036.05	-	103,036.05
CONSTRUCT GATE WELL STRUCTURE W/ SLUICE GATE, HATCH, LADDER & APPURTENANCES (6 ft X 6 ft)	9	EA	1	$ 117,803.98					$ -		0.00				-	
CNSTR GW STR W/SLC G,H,L & (6X6) - BACKFILL	9A	EA	1	$ 11,544.79	$ 11,544.79				$ -	0.00	0.00	0.00	-	-	-	11,544.79
CNSTR GW STR W/SLC G,H,L & (6X6) - MAT & STRUCTURE	9B	EA	1	$ 106,259.19	$ 106,259.19				$ -	0.00	0.00	0.00	-	-	-	106,259.19
RETAINING WALL (CAST IN PLACE) (STEM)	10	CY	10,279	$ 679.20		1,2	10,121.27	$ 684.08			0.00					
RETAINING WALLS (STEM) - EXCAVATION	10A	LF	13,714.92	$ 28.56	$ 391,698.12				$ -	12,817.00	0.00	12,817.00	366,053.53	366,053.53	-	25,644.59
RETAINING WALLS (STEM) - REBAR TYING	10B	LF	13,714.92	$ 23.52	$ 322,574.92				$ -	12,817.00	0.00	12,817.00	301,455.84	301,455.84	-	21,119.08
RETAINING WALLS (STEM) - BACKFILL	10C	LF	13,714.92	$ 16.8939315723	$ 231,698.92				$ -	12,817.00	0.00	12,817.00	216,529.52	216,529.52	-	15,169.40
RETAINING WALLS (STEM) - CAST IN PLACE	10D	LF	13,714.92	$ 440.07	$ 6,035,524.84		13,714.92	$ 435.860101582802	$ (57,738.42)	12,817.00	0.00	12,817.00	5,586,418.93	5,586,418.93	-	391,367.49
RETAINING WALL (CAST IN PLACE) (FOOTING)	11	CY	16,270.00	$ 349.28		1,2	14,987.55	$ 365.83								
RETAINING WALLS (FOOTING) - EXCAVATION	11A	LF	13,714.92	$ 41.8506196172	$ 573,977.90				$ -	12,817.00	0.00	12,817.00	536,399.32	536,399.32	-	37,578.58
RETAINING WALLS (FOOTING) - CAST IN PLACE	11B	LF	13,714.92	$ 372.50	$ 5,108,807.70		13,714.92	$ 357.925348452634	$ (199,890.18)	12,817.00	0.00	12,817.00	4,587,529.19	4,587,529.19	-	321,388.33
RETAINING WALL (CAST IN PLACE) (KEY)	12	CY	3,051.00	$ 754.85		1,2	1,419.87	$ 1,368.93								
RETAINING WALLS (KEY) - EXCAVATION	12A	LF	13,714.92	$ 13.4827691303	$ 184,915.10				$ -	12,817.00	0.00	12,817.00	172,808.39	172,808.39	-	12,106.71
RETAINING WALLS (KEY) - REBAR TYING	12B	LF	13,714.92	$ 6.43	$ 88,186.94				$ -	12,817.00	0.00	12,817.00	82,413.31	82,413.31	-	5,773.63
RETAINING WALLS (KEY) - CAST IN PLACE	12C	LF	13,714.92	$ 148.01	$ 2,029,945.31		13,714.92	$ 121.808993359057	$ (359,344.71)	12,817.00	0.00	12,817.00	1,561,225.86	1,561,225.86	-	109,374.74
AGGREGATE DRAIN MATERIAL	13	CY	12,628	$ 50.00	$ 631,400.00				$ -	11,492.00	0.00	11,492.00	574,600.00	574,600.00	-	56,800.00
PERFORATED UNDERDRAIN PIPE (6 IN.)(PVC)	14	LF	13,383	$ 13.45	$ 180,001.35				$ -	12,787.00	0.00	12,787.00	171,985.15	171,985.15	-	8,016.20
PREPARATION RIGHT OF WAY	15	STA	137	$ 16,673.79	$ 2,284,309.23				$ -	137.00	0.00	137.00	2,284,309.23	2,284,309.23	-	-
REMOVE EXIST. GATEWELL (3 FT X 3 FT)	16	EA	5	$ 4,699.15	$ 23,495.75				$ -	4.00	0.00	4.00	18,796.60	18,796.60	-	4,699.15
REMOVE EXIST. PIPE (12 IN.) PVC	17	EA	1	$ 3,268.42	$ 3,268.42				$ -	0.00	0.00	0.00	-	-	-	3,268.42
REMOVE EXIST PIPE (15 IN.)	18	EA	2	$ 1,634.21	$ 3,268.42				$ -	0.00	0.00	0.00	-	-	-	3,268.42
REMOVE EXIST PIPE (24 IN.)	19	EA	2	$ 1,971.17	$ 3,942.34				$ -	2.00	0.00	2.00	3,942.34	3,942.34	-	-
REMOVE EXIST PIPE (48 IN.)	20	EA	2	$ 1,680.40	$ 3,360.80				$ -	2.00	0.00	2.00	3,360.80	3,360.80	-	-
REMOVE EXIST PIPE (54 IN.)	21	EA	1	$ 3,360.79	$ 3,360.79				$ -	1.00	0.00	1.00	3,360.79	3,360.79	-	-
REMOVE EXIST PIPE (60 IN.)	22	EA	1	$ 3,885.05	$ 3,885.05				$ -	0.00	0.00	0.00	-	-	-	3,885.05
REMOVE EXIST. HEADWALL (15 IN.)	23	EA	1	$ 768.87	$ 768.87				$ -	1.00	0.00	1.00	768.87	768.87	-	-
REMOVE EXIST. HEADWALL (60 IN.)	24	EA	2	$ 2,715.41	$ 5,430.82				$ -	0.00	0.00	0.00	-	-	-	5,430.82
REMOVE /SALVAGED (EXIST SLUICE GATE & APPURTENANCES) (18 IN) (RCP)	25	EA	6	$ 563.07	$ 3,378.42				$ -	4.00	0.00	4.00	2,252.28	2,252.28	-	1,126.14
EMBANKMENT	26	CY	147,658	$ 10.45	$ 1,543,026.10				$ -	141,294.00	0.00	141,294.00	1,476,522.30	1,476,522.30	-	66,503.80
CONC. RIPRAP (CL-B) (SLOPE PROTECTION)	27	CY	164	$ 497.25	$ 81,549.00				$ -	76.00	0.00	76.00	37,791.00	37,791.00	-	43,758.00
CONCRETE PAD (4 FT x 4 FT)	28	EA	25	$ 540.34	$ 13,508.50				$ -	24.00	0.00	24.00	12,968.16	12,968.16	-	540.34
CONCRETE SHOULDER (2 FT)	29	LF	70	$ 11.22	$ 785.40				$ -	0.00	0.00	0.00	-	-	-	785.40
CONCRETE HEADER (2FT X 3 FT)	30	LF	96	$ 140.79	$ 13,515.84				$ -	96.00	0.00	96.00	13,515.84	13,515.84	-	-
FURNISHING & PLACING TOPSOIL (SALVAGED MATERIAL)	31	STA	108	$ 760.14	$ 82,095.12				$ -	104.00	0.00	104.00	79,054.56	79,054.56	-	3,040.56
FURNISHING & PLACING TOPSOIL (NEW)	32	STA	29	$ 910.70	$ 26,410.30				$ -	26.00	0.00	26.00	23,678.20	23,678.20	-	2,732.10
FLEXBASE (SALVAGED MATERIAL) (CALICHE) (TY D GR 6) (6 IN)	33	CY	2,097	$ 9.00	$ 18,873.00				$ -	0.00	0.00	0.00	-	-	-	18,873.00
FLEXBASE (NEW) (CALICHE) (TY D GR 6) (6 IN)	34	CY	7,993	$ 26.31	$ 210,295.83				$ -	7,726.00	0.00	7,726.00	203,271.06	203,271.06	-	7,024.77
FLEXBASE (NEW) (CALICHE) (TY D GR 6) (8 IN)	35	CY	983	$ 26.31	$ 25,862.73				$ -	400.00	0.00	400.00	10,524.00	10,524.00	-	15,338.73
HYDRO MULCH	36	SY	93,825	$ 0.47	$ 44,097.75				$ -	51,268.00	0.00	51,268.00	24,095.96	24,095.96	-	20,001.79
PLUG REINF CONC PIPE (15 IN)	37	EA	1	$ 377.63	$ 377.63				$ -	1.00	0.00	1.00	377.63	377.63	-	-
PLUG REINF CONC PIPE (24 IN)	38	EA	1	$ 448.18	$ 448.18				$ -	0.00	0.00	0.00	-	-	-	448.18
PVC PIPE (12 IN)	39	LF	130	$ 51.70	$ 6,721.00				$ -	0.00	0.00	0.00	-	-	-	6,721.00
PVC COUPLER (12 IN)	40	EA	2	$ 640.90	$ 1,281.80				$ -	0.00	0.00	0.00	-	-	-	1,281.80
REINF. CONC. PIPE (24 IN) (CL V)	41	LF	95	$ 155.12	$ 14,736.40				$ -	0.00	0.00	0.00	-	-	-	14,736.40
REINF. CONC. PIPE (48 IN) (CL V)	42	LF	56	$ 258.83	$ 14,494.48				$ -	16.00	0.00	16.00	4,141.28	4,141.28	-	10,353.20
REINF. CONC. PIPE (54 IN) (CL V)	43	LF	55	$ 289.80	$ 15,939.00				$ -	55.00	0.00	55.00	15,939.00	15,939.00	-	-
REINF. CONC. BOX (5 FT X 5 FT)	44	LF	72	$ 263.35	$ 18,961.20				$ -	0.00	0.00	0.00	-	-	-	18,961.20
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (5 FT)	45	EA	5,627	$ 103.01	$ 579,637.27	5	0.00	$ 103.01	$ (579,637.27)	0.00	0.00	0.00	-	-	-	-
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (6 FT)	46	EA	3,431	$ 96.73	$ 331,880.63	5	0.00	$ 96.73	$ (331,880.63)	0.00	0.00	0.00	-	-	-	-
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (8FT)	47	EA	3,400	$ 96.73	$ 328,882.00	5	598.00	$ 96.73	$ (271,037.46)	598.00	0.00	598.00	57,844.54	57,844.54	-	-
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (20FT)	48	EA	865	$ 132.02	$ 114,197.30	5	889.00	$ 132.02	$ 3,168.48	665.00	0.00	665.00	87,793.30	87,793.30	-	29,572.48
BOLLARD (SUPPLY, CUT & WELD ANGLE IRON SUPPORTS) (4 IN X 4 IN X 1/4 IN 8 FT)	49	LF	14,248	$ 53.65	$ 764,405.20	5	9,075.00	$ 53.65	$ (277,531.45)	8,975.22	0.00	8,975.22	481,520.55	481,520.55	-	5,353.20
CAT OPENING	50	EA	8	$ 500.00	$ 4,000.00				$ -	4.00	0.00	4.00	2,000.00	2,000.00	-	2,000.00
ANTI CLIMBING FENCE	51	EA	8	$ 7,800.00	$ 62,400.00				$ -	0.00	0.00	0.00	-	-	-	62,400.00
FLAP GATES W/WALL PIPE & TEE (6 IN)	52	EA	25	$ 1,300.86	$ 32,521.50				$ -	25.00	0.00	25.00	32,521.50	32,521.50	-	-
DEWATERING	53	LS	1	$ 509,621.07	$ 509,621.07				$ -	0.00	0.00	0.00	-	-	-	509,621.07
TRAFFIC CONTROL PLAN	54	LS	1	$ 4,500.00	$ 4,500.00				$ -	1.00	0.00	1.00	4,500.00	4,500.00	-	-
CANAL BYPASS 80CFS	55	LS	1	$ 188,174.13	$ 188,174.13				$ -	0.00	0.00	0.00	-	-	-	188,174.13
MOBILLEZATION INSURANCE & BONDS	56	LS	1	$ 2,826,833.24	$ 2,826,833.24				$ -	1.00	0.00	1.00	2,826,833.24	2,826,833.24	-	-
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (7 FT)	58	EA	0	$ -	$ -	5	2,343.00	$ 96.73	$ 226,638.39	2,327.00	0.00	2,327.00	225,090.71	225,090.71	-	1,547.68
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (9 FT)	59	EA	0	$ -	$ -	5	824.00	$ 101.73	$ 83,825.52	824.00	0.00	824.00	83,825.52	83,825.52	-	-
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (10 FT)	60	EA	0	$ -	$ -	5	2,998.00	$ 110.00	$ 329,780.00	2,926.00	0.00	2,926.00	321,860.00	321,860.00	-	7,920.00
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (14 FT)	61	EA	0	$ -	$ -	5	267.00	$ 130.00	$ 34,710.00	0.00	0.00	0.00	-	-	-	34,710.00
MATERIAL ON HAND													-	-	-	-

		TOTAL COMPLETE TO-DATE	TOTAL CURRENT CONTRACT EARNED	CONTRACT BALANCE TO COMPLETE
ORIGINAL CONTRACT AMOUNT:	$ 28,553,870.93			
NET CHANGES BY CHANGE ORDER(S)	$ (1,398,937.73)			
TOTAL CONTRACT AMOUNT TO DATE	$ 27,154,933.20	$ 24,782,467.59	$ 24,782,467.59	$ -	$ 2,372,465.61

Estimated % Project Completion to Date: 91.26%

				LESS RETAINAGE @ 10%		$ 2,478,246.76	$ -
				RELEASE RETAINAGE REQUESTED 50%		$ 1,239,123.38	$ 1,239,123.38
				LESS Previous Requests for Payments		$21,688,220.83	
Substantial Completion	Liquidated Damages:	Current Days:	0	To Date Days: 55	LD's per Day: $ 10,000.00	($550,000.00)	$0.00
Final Completion	Liquidated Damages:	Current Days:	0	To Date Days: 11	LD's per Day: $ 6,000.00	($66,000.00)	$0.00
				TOTAL AMOUNT DUE THIS REQUEST		$ 1,239,123.38	$ 1,239,123.38

HIDALGO COUNTY
AUG 28 2009
CANCELLED SEP 02 2009
DRAINAGE DISTRICT #1

HIDALGO COUNTY
SEP 0 2 2009
DRAINAGE DISTRICT #1

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

REQUEST FOR PAYMENT
DHS SEGMENT 6-6A (2.59 MILES)
BALLENGER CONSTRUCTION COMPANY

24200 N. FM 509
HARLINGEN, TEXAS 78550

REQUEST FOR PAYMENT NO. 13

Project Number: 4410-07 2.59 MILES
Date: 8/31/2009

CONTRACT NO. 08-016-05-02
WORK THRU: 8/15/2009

PROGRESS BILLING WORKSHEET - NO. 1

JOE CHARLES BALLENGER, JR. PRESIDENT	ITEM NO	UNIT	TOTAL QUANTITY	BID UNIT PRICE	TOTAL BID PRICE	CHANGE ORDERS NO.	CHANGE ORDERS QTY. +/-	CHANGE ORDERS UNIT PRICE +/-	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
TEMP EROSION CONTROL (FILTER FABRIC FENCE)	1	LF	14,675	$ 3.00	$ 42,225.00				$ -	13,817.00	0.00	13,817.00	41,451.00	41,451.00	-	774.00
TEMP EROSION CONTROL (CONST EXIT / ENTR)	2	EA	3	$ 1,900.00	$ 5,700.00				$ -	1.00	0.00	1.00	1,900.00	1,900.00	-	3,800.00
REMOVE/STOCKPILE EXIST EMBANKMENT	3	CY	35,678	$ 12.00	$ 428,112.00				$ -	35,678.00	0.00	35,678.00	428,112.00	428,112.00	-	-
TRENCH EXCAVATION PROTECTION	4	LF	120	$ 10.99	$ 1,318.80				$ -	120.00	0.00	120.00	1,318.80	1,318.80	-	-
TEMPORARY SPECIAL SHORING	5	SF	97,184	$ 18.00	$ 1,749,492.00				$ -	94,492.00	0.00	94,492.00	1,700,856.00	1,700,856.00	-	48,636.00
CONC. COLLAR (48 IN)	6	EA	2	$ 1,311.48	$ 2,622.96	19	0.00	$ 1,311.48	$ (2,622.96)	2.00	-2.00	0.00	2,622.96	-	(2,622.96)	-
CONC. COLLAR (54 IN)	7	EA	2	$ 1,640.24	$ 3,292.48	19	5.00	$ 1,640.2400	$ 4,938.72	2.00	3.00	5.00	3,292.48	8,231.20	4,938.72	-
CNSTR GW STR W/SLC GATE, HATCH, LAD & (4X5) APPR	8	EA	2	$ 103,036.05	$ 206,072.10				$ -	1.00	0.00	1.00	103,036.05	103,036.05	-	103,036.05
CONSTRUCT GATE WELL STRUCTURE W/ SLUICE GATE, HATCH, LADDER & APPURTENANCES (6 ft X 6 ft)	9	EA	1	$ 117,803.98					$ -		0.00				-	
CNSTR GW STR W/SLC GATE (6X6) - BACKFILL	9A	EA	1	$ 11,544.79	$ 11,544.79				$ -	0.00	0.00	0.00	-	-	-	11,544.79
CNSTR GW STR W/SLC GATE (6X6) - MAT & STRUCTURE	9B	EA	1	$ 106,259.19	$ 106,259.19				$ -	0.00	0.00	0.00	-	-	-	106,259.19
RETAINING WALL (CAST IN PLACE) (STEM)	10	CY	10,279	$ 679.20		1.2	10,121.27	$ 984.08			0.00				-	
RETAINING WALLS (STEM) - EXCAVATION	10A	LF	13,714.92	$ 28.50	$ 391,098.12				$ -	12,817.00	0.00	12,817.00	366,053.53	366,053.53	-	25,044.59
RETAINING WALLS (CAST IN STEM) - REBAR TYING	10B	LF	13,714.92	$ 23.52	$ 322,574.92				$ -	12,817.00	0.00	12,817.00	301,455.84	301,455.84	-	21,119.08
RETAINING WALLS (STEM) - BACKFILL	10C	LF	13,714.92	$ 16.89393157723	$ 231,698.92				$ -	12,817.00	0.00	12,817.00	216,529.92	216,529.52	-	15,169.40
RETAINING WALLS (STEM) - CAST IN PLACE	10D	LF	13,714.92	$ 440.07	$ 6,035,524.84		13,714.92	$ 435.8601015828802	$ (57,738.42)	12,817.00	0.00	12,817.00	5,586,418.93	5,586,418.93	-	391,397.49
RETAINING WALL (CAST IN PLACE) (FOOTING)	11	CY	16,270.00	$ 340.28		1.2	14,967.55	$ 365.83							-	
RETAINING WALLS (FOOTING) - EXCAVATION	11A	LF	13,714.92	$ 41.8506196172	$ 573,977.90				$ -	12,817.00	0.00	12,817.00	536,399.32	536,399.32	-	37,578.58
RETAINING WALLS (FOOTING) - CAST IN PLACE	11B	LF	13,714.92	$ 372.00	$ 5,100,807.70		13,714.92	$ 357.9253484529034	$ (199,890.18)	12,817.00	0.00	12,817.00	4,587,529.19	4,587,529.19	-	321,388.33
RETAINING WALL (CAST IN PLACE) (KEY)	12	CY	3,051.00	$ 754.85		1.2,19	1,354.39	$ 1,373.83							-	
RETAINING WALLS (KEY) - EXCAVATION	12A	LF	13,714.92	$ 13.4827991303	$ 184,915.10				$ -	12,817.00	0.00	12,817.00	172,808.39	172,808.39	-	12,106.71
RETAINING WALLS (KEY) - REBAR TYING	12B	LF	13,714.92	$ 8.43	$ 86,180.94				$ -	12,817.00	0.00	12,817.00	82,413.31	82,413.31	-	5,773.63
RETAINING WALLS (KEY) - CAST IN PLACE	12C	LF	13,714.92	$ 148.01	$ 2,029,845.31		13,714.92	$ 115.757114879	$ (442,345.74)	12,817.00	0.00	12,817.00	1,901,225.80	1,901,225.80	-	26,373.71
AGGREGATE DRAIN MATERIAL	13	CY	12,628	$ 30.00	$ 631,400.00				$ -	11,492.00	0.00	11,492.00	574,600.00	574,600.00	-	56,800.00
PERFORATED UNDERDRAIN PIPE (6 IN)(PVC)	14	LF	13,383	$ 13.45	$ 180,001.35				$ -	12,787.00	0.00	12,787.00	171,985.15	171,985.15	-	8,016.20
PREPARATION RIGHT OF WAY	15	STA	137	$ 18,673.79	$ 2,264,309.23				$ -	137.00	0.00	137.00	2,264,309.23	2,264,309.23	-	-
REMOVE EXIST. GATEWELL (5 FT X 5 FT)	16	EA	5	$ 4,699.15	$ 23,495.75				$ -	4.00	0.00	4.00	18,796.60	18,796.60	-	4,699.15
REMOVE EXIST. PIPE (12 IN.) PVC	17	EA	1	$ 3,268.42	$ 3,268.42				$ -	0.00	0.00	0.00	-	-	-	3,268.42
REMOVE EXIST PIPE (15 IN.)	18	EA	2	$ 1,634.21	$ 3,268.42	8A	0.00	$ 1,634.21	$ (3,268.42)	0.00	0.00	0.00	-	-	-	-
REMOVE EXIST PIPE (24 IN.)	19	EA	2	$ 1,971.17	$ 3,942.34	8A	0.00	$ 1,971.17	$ (3,942.34)	2.00	-2.00	0.00	3,942.34	-	(3,942.34)	-
REMOVE EXIST PIPE (48 IN.)	20	EA	2	$ 1,680.40	$ 3,360.80	19	0.00	$ 1,680.40	$ (3,360.80)	2.00	-2.00	0.00	3,360.80	-	(3,360.80)	-
REMOVE EXIST PIPE (54 IN.)	21	EA	1	$ 3,360.79	$ 3,360.79	15,19	2.12	$ 3,360.79	$ 3,764.08	1.00	1.12	2.12	3,360.79	7,124.87	3,764.08	-
REMOVE EXIST PIPE (60 IN.)	22	EA	1	$ 3,885.05	$ 3,885.05				$ -	0.00	0.00	0.00	-	-	-	3,885.05
REMOVE EXIST. HEADWALL (15 IN.)	23	EA	1	$ 798.87	$ 798.87				$ -	1.00	0.00	1.00	798.87	798.87	-	-
REMOVE EXIST. HEADWALL (60 IN.)	24	EA	2	$ 2,715.41	$ 5,430.82				$ -	0.00	0.00	0.00	-	-	-	5,430.82
REMOVE /SALVAGED (EXIST SLUICE GATE & APPURTENANCES) (18 IN) (RCP)	25	EA	6	$ 563.07	$ 3,378.42				$ -	4.00	0.00	4.00	2,252.28	2,252.28	-	1,126.14
EMBANKMENT	26	CY	147,658	$ 10.45	$ 1,543,026.10				$ -	141,294.00	0.00	141,294.00	1,476,522.30	1,476,522.30	-	66,503.80
CONC. RIPRAP (CL-B) (SLOPE PROTECTION)	27	CY	164	$ 497.25	$ 81,549.00				$ -	76.00	0.00	76.00	37,791.00	37,791.00	-	43,758.00
CONCRETE PAD (4 FT x 4 FT)	28	EA	25	$ 540.34	$ 13,508.50				$ -	24.00	0.00	24.00	12,968.16	12,968.16	-	540.34
CONCRETE SHOULDER (2 FT)	29	LF	70	$ 11.22	$ 785.40				$ -	0.00	0.00	0.00	-	-	-	785.40
CONCRETE HEADER (2FT X 3 FT)	30	LF	96	$ 140.79	$ 13,515.84				$ -	96.00	0.00	96.00	13,515.84	13,515.84	-	-
FURNISHING & PLACING TOPSOIL (SALVAGED MATERIAL)	31	STA	108	$ 780.14	$ 82,095.12				$ -	104.00	0.00	104.00	79,054.56	79,054.56	-	3,040.56
FURNISHING & PLACING TOPSOIL (NEW)	32	STA	29	$ 910.70	$ 26,410.30				$ -	26.00	0.00	26.00	23,678.20	23,678.20	-	2,732.10
FLEXBASE (SALVAGED MATERIAL) (CALICHE) (TY D GR 6) (6 IN)	33	CY	2,097	$ 9.00	$ 18,873.00				$ -	0.00	0.00	0.00	-	-	-	18,873.00
FLEXBASE (NEW) (CALICHE) (TY D GR 6) (10 IN)	34	CY	7,993	$ 26.31	$ 210,265.83				$ -	7,726.00	0.00	7,726.00	203,271.06	203,271.06	-	7,024.77
FLEXBASE (NEW) (CALICHE) (TY D GR 6) (8 IN)	35	CY	983	$ 26.31	$ 25,862.73				$ -	400.00	200.00	600.00	10,524.00	15,786.00	5,262.00	10,076.73
HYDRO-MULCH	36	SY	93,625	$ 0.47	$ 44,097.75				$ -	51,296.00	12,617.00	64,085.00	24,095.90	30,119.85	6,023.95	13,977.80
PLUG REINF CONC PIPE (15 IN.)	37	EA	1	$ 377.83	$ 377.83				$ -	1.00	0.00	1.00	377.83	377.83	-	-
PLUG REINF CONC PIPE (24 IN.)	38	EA	1	$ 448.18	$ 448.18	8A	0.00	$ 448.18	$ (448.18)	0.00	0.00	0.00	-	-	-	-
PVC PIPE (12 IN)	39	LF	130	$ 51.70	$ 6,721.00				$ -	0.00	0.00	0.00	-	-	-	6,721.00
PVC COUPLER (12 IN)	40	EA	2	$ 640.90	$ 1,281.80				$ -	0.00	0.00	0.00	-	-	-	1,281.80
REINF. CONC. PIPE (24 IN) (CL V)	41	LF	95	$ 155.12	$ 14,736.40				$ -	0.00	0.00	0.00	-	-	-	14,736.40
REINF. CONC. PIPE (48 IN) (CL V)	42	LF	56	$ 258.83	$ 14,494.48	19	0.00	$ 258.83	$ (14,494.48)	16.00	-19.00	0.00	4,141.28	-	(4,141.28)	-
REINF. CONC. PIPE (54 IN) (CL V)	43	LF	55	$ 289.80	$ 15,939.00	15,19	127.00	$ 289.80	$ 20,865.60	55.00	72.00	127.00	15,939.00	36,804.60	20,865.60	-
REINF. CONC. BOX (5 FT X 5 FT)	44	LF	72	$ 293.35	$ 18,961.20				$ -	0.00	0.00	0.00	-	-	-	18,961.20
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (5 FT)	45	EA	5,627	$ 103.01	$ 579,837.27	5	0.00	$ 103.01	$ (579,837.27)	0.00	0.00	0.00	-	-	-	-
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (6 FT)	46	EA	3,431	$ 98.73	$ 331,880.63	5	0.00	$ 98.73	$ (331,880.63)	0.00	0.00	0.00	-	-	-	-
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (8FT)	47	EA	3,400	$ 98.73	$ 328,882.00	5	598.00	$ 98.73	$ (271,037.48)	598.00	0.00	598.00	57,844.54	57,844.54	-	-
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (20FT)	48	EA	865	$ 132.02	$ 114,197.30	5	889.00	$ 132.02	$ 3,168.48	865.00	0.00	865.00	87,793.30	87,793.30	-	29,572.48
BOLLARD (SUPPLY, CUT & WELD ANGLE IRON SUPPORTS) (4 IN X 4 IN X 1/4 IN X 8 FT)	49	LF	14,249	$ 53.65	$ 764,405.20	5	9,075.00	$ 53.65	$ (277,531.45)	6,975.22	0.00	6,975.22	481,520.55	481,520.55	-	5,353.20
C-U OPENING	50	EA	8	$ 500.00	$ 4,000.00				$ -	4.00	0.00	4.00	2,000.00	2,000.00	-	2,000.00
ANTI-CLIMBING FENCE	51	EA	8	$ 7,800.00	$ 62,400.00				$ -	0.00	0.00	0.00	-	-	-	62,400.00
FLAP GATES W/WALL PIPE & TEE (6 IN)	52	EA	25	$ 1,300.86	$ 32,521.50				$ -	25.00	0.00	25.00	32,521.50	32,521.50	-	-
DEWATERING	53	LS	1	$ 509,621.07	$ 509,621.07				$ -	0.00	0.00	0.00	-	-	-	509,621.07
TRAFFIC CONTROL PLAN	54	LS	1	$ 4,500.00	$ 4,500.00				$ -	1.00	0.00	1.00	4,500.00	4,500.00	-	-
CANAL BYPASS 80CFS	55	LS	1	$ 188,174.13	$ 188,174.13				$ -	0.00	0.00	0.00	-	-	-	188,174.13
MOBILIZATION INSURANCE & BONDS	56	LS	1	$ 2,826,833.24	$ 2,826,833.24				$ -	1.00	0.00	1.00	2,826,833.24	2,826,833.24	-	-
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (7 FT)	58	EA	0	$ -	$ -	5	2,343.00	$ 96.73	$ 226,638.39	2,327.00	0.00	2,327.00	225,090.71	225,090.71	-	1,547.68
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (9 FT)	59	EA	0	$ -	$ -	5	824.00	$ 101.73	$ 83,825.52	824.00	0.00	824.00	83,825.52	83,825.52	-	-
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (10 FT)	60	EA	0	$ -	$ -	5	2,908.00	$ 110.00	$ 329,780.00	2,920.00	0.00	2,920.00	321,860.00	321,860.00	-	7,920.00
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (14 FT)	61	EA	0	$ -	$ -	5	297.00	$ 130.00	$ 34,710.00	0.00	0.00	0.00	-	-	-	34,710.00
REMOVE EXIST. HEADWALL (54 IN)	65	EA	0	$ -	$ -	15	1.00	$ 1,800.00	$ 1,800.00	0.00	1.00	1.00	-	1,800.00	1,800.00	-
CONCRETE HEADWALL (54 IN) (CAST-IN-PLACE)	66	EA	0	$ -	$ -	15	1.00	$ 7,167.00	$ 7,167.00	0.00	1.00	1.00	-	7,167.00	7,167.00	-
CLASS C CONCRETE	67	CY	0	$ -	$ -	19	9.00	$ 322.58	$ 2,903.22	0.00	9.00	9.00	-	2,903.22	2,903.22	-
CONC COLLAR (18 IN)	68	EA	0	$ -	$ -	8A	2.00	$ 846.91	$ 1,693.82	0.00	2.00	2.00	-	1,693.82	1,693.82	-
REMOVE EXIST PIPE (18 IN)	69	LF	0	$ -	$ -	8A	136.00	$ 8.75	$ 1,190.00	0.00	136.00	136.00	-	1,190.00	1,190.00	-
REINF CONC PIPE (18 IN) W/ BENDS	70	LF	0	$ -	$ -	8A	216.00	$ 57.18	$ 12,350.88	0.00	216.00	216.00	-	12,350.88	12,350.88	-
CONC. HEADWALL (18 IN)	71	EA	0	$ -	$ -	8A	2.00	$ 3,900.93	$ 7,801.86	0.00	2.00	2.00	-	7,801.86	7,801.86	-
CONSTRUCT GATE WELL STRUCTURE W/ SLUICE GATE, LADDER & APPURTENANCES	72	EA	0	$ -	$ -	8A	2.00	$ 44,557.25	$ 89,114.50	0.00	0.00	0.00	-	-	-	89,114.50
PRE-CAST 18" BENDS	73	EA	0	$ -	$ -	8A	5.00	$ 1,000.00	$ 5,000.00	0.00	5.00	5.00	-	5,000.00	5,000.00	-
MATERIAL ON HAND														-	-	-

		TOTAL COMPLETE TO-DATE	TOTAL CURRENT CONTRACT EARNED	CONTRACT BALANCE TO COMPLETE
ORIGINAL CONTRACT AMOUNT:	$ 28,553,870.93			
NET CHANGES BY CHANGE ORDER(S)	$ (1,351,486.26)			
TOTAL CONTRACT AMOUNT TO DATE	$ 27,202,384.67	$ 24,782,467.59	$ 24,849,161.38	$ 2,353,223.29
Estimated % Project Completion to Date:	91.35%			

					LESS RETAINAGE @ 10%	$ 2,484,816.14	$ 6,665.38	
					PENDING RELEASED RETAINAGE PR #12	$ 1,239,122.38	$ -	
					LESS Previous Requests for Payments	$ 22,927,344.21		
Substantial Completion:	Liquidated Damages:	Current Days:	0	To Date Days:	55	LD's per Day:	$ 10,000.00	$ (550,000.00)	$ 0.00
Final Completion:	Liquidated Damages:	Current Days:	0	To Date Days:	11	LD's per Day:	$ 5,000.00	$ (55,000.00)	$ 0.00
					TOTAL AMOUNT DUE THIS REQUEST			$ 60,024.41	$ 60,024.41

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 Contractand / 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: _____ Date: 9/1/09
JOE CHARLES BALLENGER, JR.

Title: 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: _____
JOE CHARLES BALLENGER, JR. PRESIDENT

BALLENGER CONSTRUCTION COMPANY
CONTRACTOR

State of TEXAS
County of _____
Subscribed and sworn to me this 1 day of September 2009

Elaine Pilar Castillo
Notary Public

ELAINE PILAR CASTILLO
Notary Public, State of Texas
My Commission Expires
August 20, 2013

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 or 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.

_____ Date: 9/4/09
HECTOR CANTU
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 or 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.

Richard D. Seitz, P.E. Date: 9/9/09
RICHARD D. SEITZ, P.E.
Resident Project Representative

HIDALGO COUNTY
SEP 09 2009
DRAINAGE DISTRICT #1

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

Contractor: BALLENGER CONSTRUCTION COMPANY

Address: 24200 N. FM 509

City/State/Zip: HARLINGEN, TEXAS 78550

REQUEST FOR PAYMENT NO. 13

Project Number: 4410-07 2.59 MILES

Date: 8/31/2009

CONTRACT NO. 08-016-09-02

WORK THRU: 8/25/2009

PROGRESS BILLING WORKSHEET - NO. 1

JOE CHARLES BALLENGER, JR. PRESIDENT	ITEM NO	UNIT	TOTAL QUANTITY	BID UNIT PRICE	TOTAL BID PRICE	CHANGE ORDERS 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
TEMP EROSION CONTROL (FILTER FABRIC FENCE)	1	LF	14,075	$ 3.00	$ 42,225.00				$ -	13,817.00	0.00	13,817.00	41,451.00	41,451.00	-	774.00
TEMP EROSION CONTROL (CONST EXIT / ENTR)	2	EA	3	$ 1,900.00	$ 5,700.00				$ -	1.00	0.00	1.00	1,900.00	1,900.00	-	3,800.00
REMOVE/STOCK PILE EXIST EMBANKMENT	3	CY	35,676	$ 12.00	$ 428,112.00				$ -	35,676.00	0.00	35,676.00	428,112.00	428,112.00	-	-
TRENCH EXCAVATION PROTECTION	4	LF	130	$ 10.99	$ 1,318.80				$ -	120.00	0.00	120.00	1,318.80	1,318.80	-	-
TEMPORARY SPECIAL SHORING	5	SF	97,194	$ 18.00	$ 1,749,492.00				$ -	94,492.00	0.00	94,492.00	1,700,856.00	1,700,856.00	-	48,636.00
CONC. COLLAR (48 IN)	6	EA	2	$ 1,311.48	$ 2,622.96	19	0.00	$ 1,311.48	$ (2,622.96)	2.00	-2.00	0.00	2,622.96	-	(2,622.96)	-
CONC. COLLAR (54 IN)	7	EA	2	$ 1,646.24	$ 3,292.48	19	5.00	$ 1,646.2400	$ 4,938.72	2.00	3.00	5.00	3,292.48	8,231.20	4,938.72	-
CNSTR GW STR WSLC GATE, HATCH, LAD & (4X5) APPR	8	EA	2	$ 103,036.05	$ 206,072.10				$ -	1.00	0.00	1.00	103,036.05	103,036.05	-	103,036.05
CONSTRUCT GATE WELL STRUCTURE W/ SLUICE GATE, HATCH, LADDER & APPURTENANCES (6 ft X 6 ft)	9	EA	1	$ 117,803.98					$ -		0.00				-	
CNSTR GW STR WSLC G.H.L & (6X6) - BACKFILL	9A	EA	1	$ 11,544.79	$ 11,544.79				$ -	0.00	0.00	0.00	-	-	-	11,544.79
CNSTR GW STR WSLC G.H.L & (6X6) - MAT & STRUCTURE	9B	EA	1	$ 106,259.19	$ 106,259.19				$ -	0.00	0.00	0.00	-	-	-	106,259.19
RETAINING WALL (CAST IN PLACE) (STEM)	10	CY	10,279	$ 679.20		1,2	10,121.27	$ 684.08			0.00					
RETAINING WALLS (STEM) - EXCAVATION	10A	LF	13,714.92	$ 28.56	$ 391,698.12				$ -	12,817.00	0.00	12,817.00	366,053.53	366,053.53	-	25,644.59
RETAINING WALLS (STEM) - REBAR TYING	10B	LF	13,714.92	$ 23.52	$ 322,574.92				$ -	12,817.00	0.00	12,817.00	301,455.84	301,455.84	-	21,119.06
RETAINING WALLS (STEM) - BACKFILL	10C	LF	13,714.92	$ 16.9939310723	$ 231,696.92				$ -	12,817.00	0.00	12,817.00	216,529.52	216,529.52	-	15,169.40
RETAINING WALLS (STEM) - CAST IN PLACE	10D	LF	13,714.92	$ 440.07	$ 6,035,524.84		13,714.92	$ 435.860101582802	$ (57,738.42)	12,817.00	0.00	12,817.00	5,586,418.93	5,586,418.93	-	391,367.49
RETAINING WALL (CAST IN PLACE) (FOOTING)	11	CY	16,270.00	$ 349.28		1,2	14,987.55	$ 365.83								
RETAINING WALLS (FOOTING) - EXCAVATION	11A	LF	13,714.92	$ 41.8506196172	$ 573,977.90				$ -	12,817.00	0.00	12,817.00	536,399.32	536,399.32	-	37,578.58
RETAINING WALLS (FOOTING) - CAST IN PLACE	11B	LF	13,714.92	$ 372.50	$ 5,108,907.70		13,714.92	$ 387.925348452634	$ (199,890.18)	12,817.00	0.00	12,817.00	4,587,529.19	4,587,529.19	-	321,388.33
RETAINING WALL (CAST IN PLACE) (KEY)	12	CY	3,051.00	$ 754.85		1,2,19	1,354.39	$ 1,373.83								
RETAINING WALLS (KEY) - EXCAVATION	12A	LF	13,714.92	$ 13.4827691303	$ 184,915.10				$ -	12,817.00	0.00	12,817.00	172,808.39	172,808.39	-	12,106.71
RETAINING WALLS (KEY) - REBAR TYING	12B	LF	13,714.92	$ 6.43	$ 88,186.94				$ -	12,817.00	0.00	12,817.00	82,413.31	82,413.31	-	5,773.63
RETAINING WALLS (KEY) - CAST IN PLACE	12C	LF	13,714.92	$ 148.01	$ 2,029,945.31		13,714.92	$ 115.757114879	$ (442,345.74)	12,817.00	0.00	12,817.00	1,561,225.86	1,561,225.86	-	26,373.71
AGGREGATE DRAIN MATERIAL	13	CY	12,628	$ 50.00	$ 631,400.00				$ -	11,492.00	0.00	11,492.00	574,600.00	574,600.00	-	56,800.00
PERFORATED UNDERDRAIN PIPE (6 IN.) (PVC)	14	LF	13,383	$ 13.48	$ 180,001.35				$ -	12,787.00	0.00	12,787.00	171,985.15	171,985.15	-	8,016.20
PREPARATION RIGHT OF WAY	15	STA	137	$ 16,673.79	$ 2,284,309.23				$ -	137.00	0.00	137.00	2,284,309.23	2,284,309.23	-	-
REMOVE EXIST. GATEWELL (3 FT X 3 FT)	16	EA	5	$ 4,699.15	$ 23,495.75				$ -	4.00	0.00	4.00	18,796.60	18,796.60	-	4,699.15
REMOVE EXIST. PIPE (12 IN.) PVC	17	EA	1	$ 3,268.42	$ 3,268.42				$ -	0.00	0.00	0.00	-	-	-	3,268.42
REMOVE EXIST PIPE (15 IN.)	18	EA	2	$ 1,634.21	$ 3,268.42	8A	0.00	$ 1,634.21	$ (3,268.42)	0.00	0.00	0.00	-	-	-	-
REMOVE EXIST PIPE (24 IN.)	19	EA	2	$ 1,971.17	$ 3,942.34	8A	0.00	$ 1,971.17	$ (3,942.34)	2.00	-2.00	0.00	3,942.34	-	(3,942.34)	-
REMOVE EXIST PIPE (48 IN.)	20	EA	2	$ 1,680.40	$ 3,360.80	19	0.00	$ 1,680.40	$ (3,360.80)	2.00	-2.00	0.00	3,360.80	-	(3,360.80)	-
REMOVE EXIST PIPE (54 IN.)	21	EA	1	$ 3,360.79	$ 3,360.79	15,19	2.12	$ 3,360.79	$ 3,764.08	1.00	1.12	2.12	3,360.79	7,124.87	3,764.08	-
REMOVE EXIST PIPE (60 IN.)	22	EA	1	$ 3,885.05	$ 3,885.05				$ -	0.00	0.00	0.00	-	-	-	3,885.05
REMOVE EXIST. HEADWALL (15 IN.)	23	EA	1	$ 768.87	$ 768.87				$ -	1.00	0.00	1.00	768.87	768.87	-	-
REMOVE EXIST. HEADWALL (60 IN.)	24	EA	2	$ 2,715.41	$ 5,430.82				$ -	0.00	0.00	0.00	-	-	-	5,430.82
REMOVE /SALVAGED / EXIST SLUICE GATE & APPURTENANCES) (18 IN) (RCP)	25	EA	6	$ 563.07	$ 3,378.42				$ -	4.00	0.00	4.00	2,252.28	2,252.28	-	1,126.14
EMBANKMENT	26	CY	147,658	$ 10.48	$ 1,543,026.10				$ -	141,294.00	0.00	141,294.00	1,476,522.30	1,476,522.30	-	66,503.80
CONC. RIPRAP (CL B) (SLOPE PROTECTION)	27	CY	164	$ 497.25	$ 81,549.00				$ -	76.00	0.00	76.00	37,791.00	37,791.00	-	43,758.00
CONCRETE PAD (4 FT x 4 FT)	28	EA	25	$ 540.34	$ 13,508.50				$ -	24.00	0.00	24.00	12,968.16	12,968.16	-	540.34
CONCRETE SHOULDER (2 FT)	29	LF	70	$ 11.22	$ 785.40				$ -	0.00	0.00	0.00	-	-	-	785.40
CONCRETE HEADER (2FT X 3 FT)	30	LF	96	$ 140.79	$ 13,515.84				$ -	96.00	0.00	96.00	13,515.84	13,515.84	-	-
FURNISHING & PLACING, TOPSOIL (SALVAGED MATERIAL)	31	STA	108	$ 760.14	$ 82,095.12				$ -	104.00	0.00	104.00	79,054.56	79,054.56	-	3,040.56
FURNISHING & PLACING, TOPSOIL (NEW)	32	STA	29	$ 910.70	$ 26,410.30				$ -	26.00	0.00	26.00	23,678.20	23,678.20	-	2,732.10
FLEXBASE (SALVAGED MATERIAL) (CALICHE) (TY D GR 6) (6 IN)	33	CY	2,097	$ 9.00	$ 18,873.00				$ -	0.00	0.00	0.00	-	-	-	18,873.00
FLEXBASE (NEW) (CALICHE) (TY D GR 6) (6 IN)	34	CY	7,993	$ 26.31	$ 210,295.83				$ -	7,726.00	0.00	7,726.00	203,271.06	203,271.06	-	7,024.77
FLEXBASE (NEW) (CALICHE) (TY D GR 6) (8 IN)	35	CY	983	$ 26.31	$ 25,862.73				$ -	400.00	200.00	600.00	10,524.00	15,786.00	5,262.00	10,076.73
HYDRO MULCH	36	SY	93,825	$ 0.47	$ 44,097.75				$ -	51,268.00	12,817.00	64,085.00	24,095.96	30,119.95	6,023.99	13,977.80
PLUG REINF CONC PIPE (15 IN)	37	EA	1	$ 377.63	$ 377.63				$ -	1.00	0.00	1.00	377.63	377.63	-	-
PLUG REINF CONC PIPE (24 IN)	38	EA	1	$ 448.18	$ 448.18	8A	0.00	$ 448.18	$ (448.18)	0.00	0.00	0.00	-	-	-	-
PVC PIPE (12 IN)	39	LF	130	$ 51.70	$ 6,721.00				$ -	0.00	0.00	0.00	-	-	-	6,721.00
PVC COUPLER (12 IN)	40	EA	2	$ 640.90	$ 1,281.80				$ -	0.00	0.00	0.00	-	-	-	1,281.80
REINF. CONC. PIPE (24 IN) (CL V)	41	LF	95	$ 155.12	$ 14,736.40				$ -	0.00	0.00	0.00	-	-	-	14,736.40
REINF. CONC. PIPE (48 IN) (CL V)	42	LF	56	$ 258.83	$ 14,494.48	19	0.00	$ 258.83	$ (14,494.48)	16.00	-16.00	0.00	4,141.28	-	(4,141.28)	-
REINF. CONC. PIPE (54 IN) (CL V)	43	LF	55	$ 299.80	$ 15,939.00	15,19	127.00	$ 299.80	$ 20,865.60	55.00	72.00	127.00	15,939.00	36,804.60	20,865.60	-
REINF. CONC. BOX (5 FT X 5 FT)	44	LF	72	$ 263.35	$ 18,961.20				$ -	0.00	0.00	0.00	-	-	-	18,961.20
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (5 FT)	45	EA	5,627	$ 103.01	$ 579,637.27	5	0.00	$ 103.01	$ (579,637.27)	0.00	0.00	0.00	-	-	-	-
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (6 FT)	46	EA	3,431	$ 96.73	$ 331,880.63	5	0.00	$ 96.73	$ (331,880.63)	0.00	0.00	0.00	-	-	-	-
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (8FT)	47	EA	3,400	$ 96.73	$ 328,882.00	5	598.00	$ 96.73	$ (271,037.46)	598.00	0.00	598.00	57,844.54	57,844.54	-	-
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (12FT)	48	EA	865	$ 132.02	$ 114,197.30	5	869.00	$ 132.02	$ 3,168.48	665.00	0.00	665.00	87,793.30	87,793.30	-	29,572.48
BOLLARD (SUPPLY, CUT & WELD ANGLE IRON SUPPORTS) (4 IN X 4 IN X 1/4 IN 8 FT)	49	LF	14,248	$ 53.65	$ 764,405.20	5	9,075.00	$ 53.65	$ (277,531.45)	9,975.22	0.00	9,975.22	481,520.55	481,520.55	-	5,353.20
CAT OPENING	50	EA	8	$ 500.00	$ 4,000.00				$ -	4.00	0.00	4.00	2,000.00	2,000.00	-	2,000.00
ANTI CLIMBING FENCE	51	EA	8	$ 7,800.00	$ 62,400.00				$ -	0.00	0.00	0.00	-	-	-	62,400.00
FLAP GATES W/WALL PIPE & TEE (6 IN)	52	EA	25	$ 1,300.86	$ 32,521.50				$ -	25.00	0.00	25.00	32,521.50	32,521.50	-	-
DEWATERING	53	LS	1	$ 509,621.07	$ 509,621.07				$ -	0.00	0.00	0.00	-	-	-	509,621.07
TRAFFIC CONTROL PLAN	54	LS	1	$ 4,500.00	$ 4,500.00				$ -	1.00	0.00	1.00	4,500.00	4,500.00	-	-
CANAL BYPASS 80CFS	55	LS	1	$ 188,174.13	$ 188,174.13				$ -	0.00	0.00	0.00	-	-	-	188,174.13
MOBILIZATION INSURANCE & BONDS	56	LS	1	$ 2,826,833.24	$ 2,826,833.24				$ -	1.00	0.00	1.00	2,826,833.24	2,826,833.24	-	-
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (7 FT)	58	EA	0	$ -	$ -	5	2,343.00	$ 96.73	$ 226,638.39	2,327.00	0.00	2,327.00	225,090.71	225,090.71	-	1,547.68
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (9 FT)	59	EA	0	$ -	$ -	5	824.00	$ 101.73	$ 83,825.52	824.00	0.00	824.00	83,825.52	83,825.52	-	-
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (10 FT)	60	EA	0	$ -	$ -	5	2,998.00	$ 110.00	$ 329,780.00	2,926.00	0.00	2,926.00	321,860.00	321,860.00	-	7,920.00
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (14 FT)	61	EA	0	$ -	$ -	5	267.00	$ 130.00	$ 34,710.00	0.00	0.00	0.00	-	-	-	34,710.00
REMOVE EXIST. HEADWALL (54 IN)	65	EA	0	$ -	$ -	15	1.00	$ 1,800.00	$ 1,800.00	0.00	1.00	1.00	-	1,800.00	1,800.00	-
CONCRETE HEADWALL (72 IN) (CAST-IN-PLACE)	66	EA	0	$ -	$ -	15	1.00	$ 7,167.00	$ 7,167.00	0.00	1.00	1.00	-	7,167.00	7,167.00	-
CLASS C CONCRETE	67	CY	0	$ -	$ -	19	9.00	$ 322.58	$ 2,903.22	0.00	9.00	9.00	-	2,903.22	2,903.22	-
CONC COLLAR (18 IN)	68	EA	0	$ -	$ -	8A	2.00	$ 846.91	$ 1,693.82	0.00	2.00	2.00	-	1,693.82	1,693.82	-
REMOVE EXIST PIPE (18 IN)	69	LF	0	$ -	$ -	8A	136.00	$ 8.75	$ 1,190.00	0.00	136.00	136.00	-	1,190.00	1,190.00	-
REINF CONC PIPE (18 IN) W/ BENDS	70	LF	0	$ -	$ -	8A	216.00	$ 57.18	$ 12,350.88	0.00	216.00	216.00	-	12,350.88	12,350.88	-
CONC. HEADWALL (18 IN)	71	EA	0	$ -	$ -	8A	2.00	$ 3,900.93	$ 7,801.86	0.00	2.00	2.00	-	7,801.86	7,801.86	-
CONSTRUCT GATE WELL STRUCTURE W/ SLUICE GATE, LADDER & APPURTENANCES	72	EA	0	$ -	$ -	8A	2.00	$ 44,557.25	$ 89,114.50	0.00	0.00	0.00	-	-	-	89,114.50
PRE-CAST 18" BENDS	73	EA	0	$ -	$ -	8A	5.00	$ 1,000.00	$ 5,000.00	0.00	5.00	5.00	-	5,000.00	5,000.00	-
MATERIAL ON HAND														-		-

		TOTAL COMPLETE TO-DATE	TOTAL CURRENT CONTRACT EARNED	CONTRACT BALANCE TO COMPLETE
ORIGINAL CONTRACT AMOUNT:	$ 29,553,870.93			
NET CHANGES BY CHANGE ORDER(S)	$ (1,351,486.26)			
TOTAL CONTRACT AMOUNT TO DATE	$ 27,202,384.67	$ 24,782,467.59	$ 24,849,161.39	$ 66,693.79	$ 2,353,223.29
Estimated % Project Completion to Date:	91.35%	LESS RETAINAGE @ 10%	$ 2,484,916.14	$ 6,669.38
		PENDING RELEASED RETAINAGE PR #12	$ 1,239,123.38	$ -
		LESS Previous Requests for Payments	$22,927,344.21	
Substantial Completion Liquidated Damages: Current Days:	0	To Date Days: 55 LD's per Day: $ 10,000.00	($550,000.00)	$0.00
Final Completion Liquidated Damages: Current Days:	0	To Date Days: 11 LD's per Day: $ 6,000.00	($66,000.00)	$0.00
		TOTAL AMOUNT DUE THIS REQUEST	$ 60,024.41	$ 60,024.41

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

REQUEST FOR PAYMENT
DHS 6&0MENT 6-6B & 0-6C (1.38 MILES)
SER CONSTRUCTION PARTNERS, LTD.
3636 Pasadena Blvd.
Pasadena, Texas 77503

REQUEST FOR PAYMENT NO. 14

Project Number: 4410-08 1.38 MILES
Date: 10/27/2009

CONTRACT NO. 08-017-09-02
WORK THRU: 10/23/2009

PROGRESS BILLING WORKSHEET - NO. 1

ROSBEL E. RAMOS, PRESIDENT	ITEM NO	UNIT	TOTAL QUANTITY	BID UNIT PRICE	TOTAL BID PRICE	CHANGE ORDERS 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
TEMP EROSION CONTROL (FILTER FABRIC FENCE)	1	LF	14,600	$ 3.00	$ 43,800.00	21A,2 5	15,183.00	$ 3.00	$ 1,749.00	14,900.00	0.00	14,900.00	44,700.00	44,700.00	-	849.00
MOBILIZATION	2	LS	1	$ 1,100,000.00	$ 1,100,000.00				$ -	1.00	0.00	1.00	1,100,000.00	1,100,000.00	-	-
TEMP EROSION CONTROL (CONST EXIT / ENTER)	3	EA	2	$ 2,000.00	$ 4,000.00				$ -	2.00	0.00	2.00	4,000.00	4,000.00	-	-
REMOVE/STOCKPILE EXIST EMBANKMENT	4	CY	11,500	$ 10.00	$ 115,000.00	21A,2 5	12,137.00	$ 10.00	$ 6,370.00	12,137.00	0.00	12,137.00	121,370.00	121,370.00	-	-
RETAINING WALL (CAST-IN-PLACE)(STEM)	5	CY	5,260	$ 650.00	$ 3,150,000.00	1,21A ,23,25 ,34	5,525.36	$ 691.98	$ 170,156.21	5,335.79	100.89	5,435.88	3,214,612.98	3,274,864.26	60,252.18	51,291.95
RETAINING WALL (CAST-IN-PLACE) (FOOTING)	6	CY	6,715	$ 550.00	$ 3,693,250.00	1,21A ,25,27 ,34	7,273.96	$ 676.02	$ 496,696.44	7,020.94	183.77	7,194.71	4,049,962.06	4,144,296.86	94,334.80	45,649.58
RETAINING WALL (CAST-IN-PLACE) (KEY)	7	CY	938	$ 500.00	$ 469,000.00	21A,2 5,34	992.55	$ 497.8300	$ 25,121.17	970.34	19.48	989.72	485,089.62	492,712.31	7,622.69	1,408.86
TRENCH EXCAVATION PROTECTION	8	LF	7,300	$ 1.00	$ 7,300.00				$ -	7,300.00	0.00	7,300.00	7,300.00	7,300.00	-	-
TEMPORARY SPECIAL SHORING	9	SF	1,700	$ 2.00	$ 3,400.00	21A	4,013.00	$ 2.00	$ 2,626.00	4,013.00	0.00	4,013.00	8,026.00	8,026.00	-	-
CONSTRUCT GATE WELL STRUCTURE W/ SLUICE GATE, HATCH, LADDER & APPURTENANCES. (9 ft x 10 ft)	10	EA	1	$ 120,000.00	$ 120,000.00				$ -	1.00	0.00	1.00	120,000.00	120,000.00	-	-
PERFORATED UNDERDRAIN PIPE (6 IN.)(PVC)	11	LF	7,300	$ 17.00	$ 124,100.00	21A,2 5,34	7,815.00	$ 16.81	$ 8,051.65	7,587.00	0.00	7,587.00	128,979.27	128,979.27	-	3,191.38
AGGREGATE DRAIN MATERIAL	12	CY	5,877	$ 60.00	$ 352,620.00	2,21A ,25,34	1,130.11	$ 60.00	$ (284,813.48)	1,097.11	0.00	1,097.11	65,826.60	65,826.60	-	1,980.00
METAL BEAM GUARD FENCE	13	LF	6,165	$ 20.00	$ 123,300.00	5,25	389.00	$ 20.00	$ (115,520.00)	0.00	389.00	-	-	7,780.00	7,780.00	-
PREPARATION RIGHT OF WAY	14	STA	73	$ 10.00	$ 730.00				$ -	73.00	0.00	73.00	730.00	-	-	-
REMOVE EXIST. CONCRETE CURB (6 IN)	15	LF	5,072	$ 1.00	$ 5,072.00				$ -	5,072.00	0.00	5,072.00	5,072.00	5,072.00	-	-
REMOVED EXIST ASPHALT	16	SY	5,867	$ 7.00	$ 35,399.00				$ -	5,057.00	0.00	5,057.00	35,399.00	35,399.00	-	-
REMOVE EXIST STRUCTURES	17	EA	1	$ 3,000.00	$ 3,000.00				$ -	1.00	0.00	1.00	3,000.00	3,000.00	-	-
EMBANKMENT	18	CY	81,440	$ 20.00	$ 1,632,800.00	21A,2 5,30,3 4	162,955.50	$ 20.00	$ 1,626,310.00	157,821.56	0.00	157,821.56	3,156,430.00	3,156,430.00	-	102,680.00
EMBANKMENT (BORROW SITE)	19	CY	76,000	$ 15.00	$ 1,125,000.00	30	6,667.00	$ 15.00	$ (1,024,995.00)	6,667.00	0.00	6,667.00	100,005.00	100,005.00	-	-
CONC. RIP RAP CL-B (SLOPE PROTECTION)	20	CY	2,000	$ 240.00	$ 480,000.00	13A,2 1A,25	334.87	$ 240.00	$ (399,631.20)	55.00	279.87	334.87	13,200.00	80,368.80	67,168.80	-
CONC. PAD (4 FT X 4 FT)	21	EA	14	$ 400.00	$ 5,600.00				$ -	14.00	0.00	14.00	5,600.00	5,600.00	-	-
HOT MIX ASPHALT (2 IN)	22	SY	4,958	$ 17.00	$ 84,286.00				$ -	0.00	0.00	0.00	-	-	-	84,286.00
PRIME OIL (MC-30)	23	GAL	992	$ 7.00	$ 6,944.00				$ -	0.00	0.00	0.00	-	-	-	6,944.00
PAVEMENT MARKING	24	LS	1	$ 6,000.00	$ 6,000.00				$ -	0.00	0.00	0.00	-	-	-	6,000.00
FURNISHING & PLACING TOPSOIL (SALVAGED MATERIAL)	25	STA	20	$ 1,500.00	$ 30,000.00	21A 30	21.00	$ 1,500.00	$ 1,500.00	21.00	0.00	21.00	31,500.00	31,500.00	-	-
FURNISHING & PLACING TOPSOIL (NEW)	26	STA	53	$ 1,700.00	$ 90,100.00	21A,2 5	56.00	$ 1,700.00	$ 5,100.00	54.00	2.00	56.00	91,800.00	95,200.00	3,400.00	-
FLEXBASE (SALVAGED MATERIAL) (CALICHE) (TY D GR 6) (6 IN)	27	CY	1,082	$ 9.00	$ 9,738.00	21A	1,088.00	$ 9.00	$ 54.00	1,088.00	0.00	1,088.00	9,792.00	9,792.00	-	-
FLEXBASE (NEW) (CALICHE) (TY D GR 6) (6 IN)	28	CY	4,849	$ 30.00	$ 121,200.00	18B,2 1A,25	5,186.00	$ 30.00	$ 34,380.00	5,008.00	178.00	5,186.00	150,240.00	155,580.00	5,340.00	-
PROF. CONC. CURB (6 IN)	29	LF	4,850	$ 6.00	$ 29,100.00				$ -	4,850.00	0.00	4,850.00	29,100.00	29,100.00	-	-
HYDRO MULCH	30	SY	52,733	$ 0.80	$ 42,178.40	21A,2 5	54,018.00	$ 0.80	$ 1,036.00	52,906.00	0.00	52,906.00	42,324.80	42,324.80	-	889.60
REINF. CONC. PIPE (72 IN) (CL V)	31	LF	210	$ 350.00	$ 108,500.00				$ -	240.00	0.00	240.00	51,000.00	51,000.00	-	17,500.00
CONC. HEADWALL (72 IN)	32	EA	2	$ 12,000.00	$ 24,000.00				$ -	2.00	0.00	2.00	24,000.00	24,000.00	-	-
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (5 FT.)	33	EA	1,079	$ 59.00	$ 63,661.00	19A	0.00	$ 59.00	$ (63,661.00)	0.00	0.00	0.00	-	-	-	-
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (6 FT.)	34	EA	442	$ 62.00	$ 27,404.00	19A	0.00	$ 62.00	$ (27,404.00)	0.00	0.00	0.00	-	-	-	-
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (7 FT.)	35	EA	196	$ 74.00	$ 14,504.00	18A,1 7A	432.00	$ 34.10	$ 227.20	432.00	0.00	432.00	14,731.20	14,731.20	-	-
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (8 FT.)	36	EA	487	$ 87.00	$ 59,789.00	19A	695.00	$ 87.00	$ 696.00	695.00	0.00	695.00	60,465.00	60,465.00	-	-
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (9 FT.)	37	EA	1,128	$ 100.00	$ 112,800.00	19A	1,147.00	$ 100.00	$ 1,900.00	1,147.00	0.00	1,147.00	114,700.00	114,700.00	-	-
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (10 FT.)	38	EA	2,961	$ 102.00	$ 302,022.00	18A,1 7A,21 A	2,822.00	$ 102.00	$ (14,178.00)	2,822.00	0.00	2,822.00	287,844.00	287,844.00	-	-
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (11FT.)	39	EA	456	$ 110.00	$ 50,160.00	19A	477.00	$ 110.00	$ 2,310.00	477.00	0.00	477.00	52,470.00	52,470.00	-	-
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (12FT.)	40	EA	554	$ 276.00	$ 152,904.00	18A,1 7A,21 A,25, 34	1,231.00	$ 276.00	$ 186,852.00	1,036.00	0.00	1,036.00	285,936.00	285,936.00	-	53,820.00
BOLLARD (SUPPLY, CUT & WELD ANGLE IRON SUPORTS) (4 IN X 4 IN X 1/4 IN 8 FT)	41	LF	8,297	$ 24.00	$ 199,368.00	18A,1 7A,21 A,25, 34	7,769.00	$ 24.00	$ (10,992.00)	7,652.00	0.00	7,652.00	183,648.00	183,648.00	-	2,328.00
SIGN (REMOVE & REPLACE)	42	EA	5	$ 240.00	$ 1,200.00				$ -	5.00	0.00	5.00	1,200.00	1,200.00	-	-
SIGN (REMOVE & RELOCATE)	43	EA	22	$ 360.00	$ 7,920.00				$ -	22.00	0.00	22.00	7,920.00	7,920.00	-	-
FLAP GATES W/ WALL PIPE & TEE (6 IN.)	44	EA	14	$ 2,000.00	$ 28,000.00				$ -	14.00	0.00	14.00	28,000.00	28,000.00	-	-
CAT OPENING	45	EA	2	$ 500.00	$ 1,000.00	21A,2 5	6.00	$ 500.00	$ 2,000.00	0.00	0.00	0.00	-	-	-	3,000.00
ANTI CLIMBING FENCE	46	EA	2	$ 10,000.00	$ 20,000.00	21A,2 5	5.00	$ 10,000.00	$ 30,000.00	5.00	0.00	5.00	50,000.00	50,000.00	-	-
48" STAND PIPE (TO BE CAPPED IN PLACE)	47	EA	1	$ 6,000.00	$ 6,000.00				$ -	1.00	0.00	1.00	6,000.00	6,000.00	-	-
SHEET WALL DRAIN MATERIAL	48	SF	0	$ -	$ -	2, 21A,2 5,34	69,257.00	$ 3.23	$ 223,709.11	67,274.00	0.00	67,274.00	218,616.54	218,616.54	-	5,083.57
ADVANCE FEE TO AEP	49	LS	0	$ -	$ -	7A	1.00	$ 16,505.80	$ 16,505.80	1.00	0.00	1.00	16,505.80	16,505.80	-	-
REMOVE CONCRETE HEADWALL	51	EA	0	$ -	$ -	15	1.00	$ 1,250.00	$ 1,250.00	1.00	0.00	1.00	1,250.00	1,250.00	-	-
CONSTRUCT CONCRETE HEADWALL	52	EA	0	$ -	$ -	15	1.00	$ 5,500.00	$ 5,500.00	1.00	0.00	1.00	5,500.00	5,500.00	-	-
PRE-CAST 24" 45 DEGREE BEND	53	EA	0	$ -	$ -	15	1.00	$ 1,800.00	$ 1,800.00	1.00	0.00	1.00	1,800.00	1,800.00	-	-
24" RCP CLASS V	54	LF	0	$ -	$ -	15	38.00	$ 150.00	$ 5,700.00	38.00	0.00	38.00	5,700.00	5,700.00	-	-
BOLLARD (TRANSPORT FROM STAGING AREA & FABRICATE (18")	58	EA	0	$ -	$ -	17A	120.00	$ 62.10	$ 7,452.00	120.00	0.00	120.00	7,452.00	7,452.00	-	-
STONE RIP RAP (24" THICK) (TY B) (DRY)	59	CY	0	$ -	$ -	19A	3,956.00	$ 90.00	$ 356,040.00	3,956.00	0.00	3,956.00	356,040.00	356,040.00	-	-
WELD AN ADDITIONAL 18" BOLLARD (TRANSPORT & WELD)	60	EA	0	$ -	$ -	22,23 A	40.00	$ 776.38	$ 31,055.20	40.00	0.00	40.00	31,055.20	31,055.20	-	-
FLEXBASE (NEW) (CALICHE) (TY D GR 6) (8 IN) (RAMP)	61	CY	0	$ -	$ -	21A,2 5	237.00	$ 30.00	$ 7,110.00	105.00	128.00	237.00	3,270.00	7,110.00	3,840.00	-
CONCRETE HEADER	62	LF	0	$ -	$ -	21A,2 5	136.00	$ 140.79	$ 19,147.44	48.00	88.00	136.00	6,757.92	19,147.44	12,389.52	-
TEMPORARY CHAIN LINK FENCE (10 FT)	63	LF	0	$ -	$ -	21A	79.00	$ 58.00	$ 4,582.00	79.00	0.00	79.00	4,582.00	4,582.00	-	-
CONCRETE (BOLLARD FOUNDATION)	64	CY	0	$ -	$ -	25,29	217.00	$ 486.68	$ 105,609.56	217.00	0.00	217.00	105,609.56	105,609.56	-	-
DOUBLE SWING GATE (24 FT)	65	EA	0	$ -	$ -	25,29	2.00	$ 2,160.00	$ 4,320.00	0.00	0.00	0.00	-	-	-	4,320.00
REMOVE CHAIN LINK FENCE	66	LS	0	$ -	$ -	25	1.00	$ 200.00	$ 200.00	1.00	0.00	1.00	200.00	200.00	-	-
REMOVE EXISTING CURB AND GUTTER	67	LF	0	$ -	$ -	25	50.00	$ 5.00	$ 250.00	50.00	0.00	50.00	250.00	250.00	-	-
DUCTILE IRON PIPE EXTENSION (6 IN)	68	LF	0	$ -	$ -	25	23.00	$ 40.00	$ 920.00	23.00	0.00	23.00	920.00	920.00	-	-
CHAIN LINK FENCE (10 FT)	69	LF	0	$ -	$ -	25	120.00	$ 40.00	$ 4,800.00	0.00	0.00	0.00	-	-	-	4,800.00
HEADWALL FOR FLAP GATES	70	LS	0	$ -	$ -	25	1.00	$ 600.00	$ 600.00	0.00	1.00	1.00	-	600.00	600.00	-
REMOVE AND RESET FLAP GATE	71	EA	0	$ -	$ -	25	1.00	$ 300.00	$ 300.00	1.00	0.00	1.00	300.00	300.00	-	-
REMOVE & RECONSTRUCT OF RETAINING WALL CAP (3 FT CAP) (SALVAGED EXISTING VERTICAL AND HORIZONTAL REINFORCING STEEL)	72	LF	0	$ -	$ -	25	150.00	$ 127.00	$ 19,050.00	150.00	0.00	150.00	19,050.00	19,050.00	-	-
PEDESTRIAN SAFETY FENCE	73	LF	0	$ -	$ -	26	23,694.00	$ 16.11	$ 381,710.34	5,509.00	10,530.00	20,339.00	153,189.99	327,661.29	174,471.30	54,049.05
ANTI-CLIMBING FENCE PANEL (OWNER FURNISHED)	83	LS	0	$ -	$ -	33A	1.00	$ 3,185.01	$ 3,185.01	0.00	0.00	1.00	3,185.01	3,185.01	-	-

			TOTAL COMPLETE TO-DATE	TOTAL CURRENT CONTRACT EARNED	CONTRACT BALANCE TO COMPLETE
ORIGINAL CONTRACT AMOUNT:	$	14,157,725.40			
NET CHANGES BY CHANGE ORDER(S)	$	1,862,728.53			
TOTAL CONTRACT AMOUNT TO DATE	$	16,060,457.93	$ 15,173,197.65	$ 15,610,396.94	$ 437,199.29	$ 450,060.99
Estimated % Project Completion to Date:		97.20%	LESS RETAINAGE @ 10%	$ 1,561,039.70	$ 43,719.93
			PENDING RELEASED RETAINAGE PR #11	$ 709,654.44	$ -
			LESS Previous Requests for Payments	$14,365,534.32	
			TOTAL AMOUNT DUE THIS REQUEST	$ 393,479.36	$ 393,479.36

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 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: _____ **Date:** 10/28/2009
ROSBEL E. RAMOS

Title: 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 encumbrances; and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

SER CONSTRUCTION PARTNERS, LTD.
CONTRACTOR

DATE: 10/28/2009 By: _____
ROSBEL E. RAMOS, PRESIDENT

State of: TEXAS
County of: HARRIS
Subscribed and sworn to me this 28TH day of OCTOBER 2009

Notary Public

My Commission Expires: 4/13/2010

ERIC GARZA NOTARY PUBLIC STATE OF TEXAS EXPIRES 4-13-2010

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.

Date: 10/30/09
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.

Date: 10/29/09
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

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

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

3636 Pasadena Blvd.
Pasadena, Texas 77503

REQUEST FOR PAYMENT NO. 14

Project Number: 4410-08 & 38 MILES
Date: 10/27/2009

CONTRACT NO: 08-017-09-02
WORK THRU: 10/25/2009

PROGRESS BILLING WORKSHEET - NO. 1

ROSBEL E. RAMOS, PRESIDENT	ITEM NO	UNIT	TOTAL QUANTITY	BID UNIT PRICE	TOTAL BID PRICE	CHANGE ORDERS NO.	CHANGE ORDERS QTY. +/-	CHANGE ORDERS UNIT PRICE +/-	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
TEMP EROSION CONTROL (FILTER FABRIC FENCE)	1	LF	14,600	$ 3.00	$ 43,800.00	21A, 25	15,183.00	$ 3.00	$ 1,749.00	14,900.00	0.00	14,900.00	44,700.00	44,700.00	-	849.00
MOBILIZATION	2	LS	1	$1,100,000.00	$ 1,100,000.00				$ -	1.00	0.00	1.00	1,100,000.00	1,100,000.00	-	-
TEMP EROSION CONTROL (CONST EXIT / ENTER)	3	EA	2	$ 2,000.00	$ 4,000.00				$ -	2.00	0.00	2.00	4,000.00	4,000.00	-	-
REMOVE STOCKPILE EXIST EMBANKMENT	4	CY	11,500	$ 10.00	$ 115,000.00	21A, 25	12,137.00	$ 10.00	$ 6,370.00	12,137.00	0.00	12,137.00	121,370.00	121,370.00	-	-
RETAINING WALL (CAST-IN-PLACE)(STEM)	5	CY	5,260	$ 600.00	$ 3,156,000.00	7,21 A,23 25,3 4	5,525.36	$ 601.98	$ 170,156.21	5,395.79	190.09	5,435.88	3,214,612.08	3,274,864.26	60,252.18	51,291.95
RETAINING WALL (CAST-IN-PLACE) (FOOTING)	6	CY	6,715	$ 550.00	$ 3,693,250.00	7,21 A,25, 27,3 4	7,273.96	$ 576.02	$ 496,696.44	7,030.94	163.77	7,194.71	4,049,962.06	4,144,296.86	94,334.80	45,649.58
RETAINING WALL (CAST-IN-PLACE) (KEY)	7	CY	938	$ 500.00	$ 469,000.00	21A, 25,3 4	992.55	$ 497.8300	$ 25,121.17	879.24	19.48	898.72	485,089.82	492,712.31	7,622.69	1,408.86
TRENCH EXCAVATION PROTECTION	8	LF	7,300	$ 1.00	$ 7,300.00				$ -	7,300.00	0.00	7,300.00	7,300.00	7,300.00	-	-
TEMPORARY SPECIAL SHORING	9	SF	2,700	$ 2.00	$ 5,400.00	21A	4,013.00	$ 2.00	$ 2,626.00	4,013.00	0.00	4,013.00	8,026.00	8,026.00	-	-
CONSTRUCT GATE WELL STRUCTURE W/ SLUICE GATE, HATCH, LADDER & APPURTENANCES. (9 ft x 10 ft.)	10	EA	1	$ 120,000.00	$ 120,000.00				$ -	1.00	0.00	1.00	120,000.00	120,000.00	-	-
PERFORATED UNDERDRAIN PIPE (6 IN.)(PVC)	11	LF	7,300	$ 17.00	$ 124,100.00	21A, 25,3 4	7,815.00	$ 16.91	$ 8,051.65	7,587.00	0.00	7,587.00	128,970.27	128,970.27	-	3,181.38
AGGREGATE DRAIN MATERIAL	12	CY	5,877	$ 60.00	$ 352,620.00	7,21 A,25, 34	1,130.11	$ 60.00	$ (284,813.40)	1,097.11	0.00	1,097.11	65,826.60	65,826.60	-	1,980.00
METAL BEAM GUARD FENCE	13	LF	6,165	$ 20.00	$ 123,300.00	1,25	389.00	$ 70.00	$ (115,520.00)	0.00	389.00	389.00	-	7,780.00	7,780.00	-
PREPARATION RIGHT OF WAY	14	STA	73	$ 10.00	$ 730.00				$ -	73.00	0.00	73.00	730.00	730.00	-	-
REMOVE EXIST. CONCRETE CURB (6 IN)	15	LF	5,072	$ 1.00	$ 5,072.00				$ -	5,072.00	0.00	5,072.00	5,072.00	5,072.00	-	-
REMOVED EXIST ASPHALT	16	SY	5,857	$ 7.00	$ 35,399.00				$ -	5,057.00	0.00	5,057.00	35,399.00	35,399.00	-	-
REMOVE EXIST STRUCTURES	17	EA	1	$ 3,000.00	$ 3,000.00				$ -	1.00	0.00	1.00	3,000.00	3,000.00	-	-
EMBANKMENT	18	CY	81,640	$ 20.00	$ 1,632,800.00	21A, 25,3 0,34	162,955.50	$ 20.00	$ 1,626,310.00	157,821.50	0.00	157,821.50	3,156,430.00	3,156,430.00	-	102,680.00
EMBANKMENT (BORROW SITE)	19	CY	75,000	$ 15.00	$ 1,125,000.00	30	6,667.00	$ 15.00	$ (1,024,995.00)	6,667.00	0.00	6,667.00	100,005.00	100,005.00	-	-
CONC. RIP RAP CL-B (SLOPE PROTECTION)	20	CY	2,000	$ 240.00	$ 480,000.00	19A, 21A, 25	334.87	$ 240.00	$ (369,631.20)	55.00	279.87	334.87	13,200.00	80,368.80	67,168.80	-
CONC. PAD (4 FT X 4 FT)	21	EA	14	$ 400.00	$ 5,600.00				$ -	14.00	0.00	14.00	5,600.00	5,600.00	-	-
HOT MIX ASPHALT (2 IN)	22	SY	4,958	$ 17.00	$ 84,286.00				$ -	0.00	0.00	0.00	-	-	-	84,286.00
PRIME OIL (SC-30)	23	GAL	962	$ 7.00	$ 6,944.00				$ -	0.00	0.00	0.00	-	-	-	6,944.00
PAVEMENT MARKING	24	LS	1	$ 6,000.00	$ 6,000.00				$ -	0.00	0.00	0.00	-	-	-	6,000.00
FURNISHING & PLACING TOPSOIL (SALVAGED MATERIAL)	25	STA	20	$ 1,500.00	$ 30,000.00	21A	21.00	$ 1,500.00	$ 1,500.00	21.00	0.00	21.00	31,500.00	31,500.00	-	-
FURNISHING & PLACING TOPSOIL (NEW)	26	STA	53	$ 1,700.00	$ 90,100.00	21A, 25	56.00	$ 1,700.00	$ 5,100.00	54.00	2.00	56.00	91,800.00	95,200.00	3,400.00	-
FLEXBASE (SALVAGED MATERIAL) (CALICHE) (TY D GR 6) (6 IN)	27	CY	1,082	$ 9.00	$ 9,738.00	21A	1,088.00	$ 9.00	$ 54.00	1,088.00	0.00	1,088.00	9,792.00	9,792.00	-	-
FLEXBASE (NEW) (CALICHE) (TY D GR 6) (6 IN)	28	CY	4,040	$ 30.00	$ 121,200.00	19B, 21A, 25	5,186.00	$ 36.00	$ 34,380.00	5,068.00	178.00	5,188.00	150,240.00	155,580.00	5,340.00	-
PROP. CONC. CURB (6 IN)	29	LF	4,810	$ 6.00	$ 29,100.00				$ -	4,850.00	0.00	4,850.00	29,100.00	29,100.00	-	-
HYDRO MULCH	30	SY	52,723	$ 0.80	$ 42,178.40	21A, 25	54,018.00	$ 0.80	$ 1,036.00	52,906.00	0.00	52,906.00	42,324.80	42,324.80	-	889.60
REINF. CONC. PIPE (72 IN) (CL V)	31	LF	318	$ 350.00	$ 108,500.00				$ -	260.00	0.00	260.00	91,000.00	91,000.00	-	17,500.00
CONC. HEADWALL (72 IN)	32	EA	2	$ 12,000.00	$ 24,000.00				$ -	2.00	0.00	2.00	24,000.00	24,000.00	-	-
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (5 FT.)	33	EA	1,079	$ 59.00	$ 63,661.00	10A	0.00	$ 59.00	$ (63,661.00)	0.00	0.00	0.00	-	-	-	-
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (6 FT.)	34	EA	442	$ 62.00	$ 27,404.00	10A	0.00	$ 62.00	$ (27,404.00)	0.00	0.00	0.00	-	-	-	-
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (7 FT.)	35	EA	196	$ 74.00	$ 14,504.00	10A, 17A	432.00	$ 34.10	$ 227.20	432.00	0.00	432.00	14,731.20	14,731.20	-	-
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (8 FT.)	36	EA	687	$ 87.00	$ 59,769.00	10A	695.00	$ 87.00	$ 696.00	695.00	0.00	695.00	60,465.00	60,465.00	-	-
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (9 FT.)	37	EA	1,128	$ 100.00	$ 112,800.00	10A	1,147.00	$ 100.00	$ 1,900.00	1,147.00	0.00	1,147.00	114,700.00	114,700.00	-	-
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (10 FT.)	38	EA	3,961	$ 102.00	$ 302,022.00	10A, 17A, 21A	2,822.00	$ 102.00	$ (14,178.00)	2,822.00	0.00	2,822.00	287,844.00	287,844.00	-	-
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (12FT.)	39	EA	464	$ 110.00	$ 50,160.00	10A	477.00	$ 110.00	$ 2,310.00	477.00	0.00	477.00	52,470.00	52,470.00	-	-
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (20FT.)	40	EA	554	$ 276.00	$ 152,904.00	10A, 17A, 21A, 25,3 4	1,231.00	$ 276.00	$ 186,852.00	1,036.00	0.00	1,036.00	285,936.00	285,936.00	-	53,820.00
BOLLARD (SUPPLY, CUT & WELD ANGLE IRON SUPORTS) (4 IN X 4 IN X 1/4 IN X 8 FT)	41	LF	8,207	$ 24.00	$ 196,968.00	10A, 17A, 21A, 25,3 4	7,749.00	$ 24.00	$ (10,992.00)	7,652.00	0.00	7,652.00	183,648.00	183,648.00	-	2,328.00
SIGN (REMOVE & REPLACE)	42	EA	5	$ 240.00	$ 1,200.00				$ -	5.00	0.00	5.00	1,200.00	1,200.00	-	-
SIGN (REMOVE & RELOCATE)	43	EA	22	$ 360.00	$ 7,920.00				$ -	22.00	0.00	22.00	7,920.00	7,920.00	-	-
FLAP GATES W/ WALL PIPE & TEE (6 IN.)	44	EA	14	$ 2,000.00	$ 28,000.00				$ -	14.00	0.00	14.00	28,000.00	28,000.00	-	-
CAT OPENING	45	EA	2	$ 500.00	$ 1,000.00	21A, 25	8.00	$ 500.00	$ 2,000.00	0.00	0.00	0.00	-	-	-	3,000.00
ANTI CLIMBING FENCE	46	EA	2	$ 10,000.00	$ 20,000.00	21A, 25	5.00	$ 10,000.00	$ 30,000.00	5.00	0.00	5.00	50,000.00	50,000.00	-	-
48" STAND PIPE (TO BE CAPPED IN PLACE)	47	EA	1	$ 6,000.00	$ 6,000.00				$ -	1.00	0.00	1.00	6,000.00	6,000.00	-	-
SHEET WALL DRAIN MATERIAL	48	SF	0	$ -	$ -	21A, 25,3 4	69,257.00	$ 3.23	$ 223,700.11	67,274.00	0.00	67,274.00	218,616.54	218,616.54	-	5,083.57
ADVANCE FEE TO AEP	49	LS	0	$ -	$ -	7A	1.00	$ 16,505.80	$ 16,505.80	1.00	0.00	1.00	16,505.80	16,505.80	-	-
REMOVE CONCRETE HEADWALL	51	EA	0	$ -	$ -	15	1.00	$ 1,250.00	$ 1,250.00	1.00	0.00	1.00	1,250.00	1,250.00	-	-
CONSTRUCT CONCRETE HEADWALL	52	EA	0	$ -	$ -	15	1.00	$ 5,500.00	$ 5,500.00	1.00	0.00	1.00	5,500.00	5,500.00	-	-
PRE-CAST 36" 45 DEGREE BEND	53	EA	0	$ -	$ -	15	1.00	$ 1,800.00	$ 1,800.00	1.00	0.00	1.00	1,800.00	1,800.00	-	-
36" RCP CLASS V	54	LF	0	$ -	$ -	15	38.00	$ 150.00	$ 5,700.00	38.00	0.00	38.00	5,700.00	5,700.00	-	-
BOLLARD (TRANSPORT FROM STAGING AREA & FABRICATE (8ft)	58	EA	0	$ -	$ -	17A	120.00	$ 62.10	$ 7,452.00	120.00	0.00	120.00	7,452.00	7,452.00	-	-
STONE RIP RAP (24" THICK) (TY B) (DRY)	59	CY	0	$ -	$ -	19A	3,956.00	$ 90.00	$ 356,040.00	3,956.00	0.00	3,956.00	356,040.00	356,040.00	-	-
WELD AN ADDITIONAL 18" BOLLARD (TRANSPORT & WELD)	60	EA	0	$ -	$ -	22,3 3A	40.00	$ 776.38	$ 31,055.20	40.00	0.00	40.00	31,055.20	31,055.20	-	-
FLEXBASE (NEW) (CALICHE) (TY D GR 6) (8 IN) (RAMP)	61	CY	0	$ -	$ -	21A, 25	237.00	$ 30.00	$ 7,110.00	108.00	128.00	237.00	3,270.00	7,110.00	3,840.00	-
CONCRETE HEADER	62	LF	0	$ -	$ -	21A, 25	126.00	$ 148.79	$ 19,147.44	48.00	88.00	126.00	6,757.92	19,147.44	12,389.52	-
TEMPORARY CHAIN LINK FENCE (10 FT)	63	LF	0	$ -	$ -	21A	79.00	$ 58.00	$ 4,582.00	79.00	0.00	79.00	4,582.00	4,582.00	-	-
CONCRETE (BOLLARD FOUNDATION)	64	CY	0	$ -	$ -	25,29	217.00	$ 486.68	$ 105,609.56	217.00	0.00	217.00	105,609.56	105,609.56	-	-
DOUBLE SWING GATE (24 FT)	65	EA	0	$ -	$ -	25,29	2.00	$ 2,160.00	$ 4,320.00	0.00	0.00	0.00	-	-	-	4,320.00
REMOVE CHAIN LINK FENCE	66	LS	0	$ -	$ -	25	1.00	$ 200.00	$ 200.00	1.00	0.00	1.00	200.00	200.00	-	-
REMOVE EXISTING CURB AND GUTTER	67	LF	0	$ -	$ -	25	50.00	$ 5.00	$ 250.00	50.00	0.00	50.00	250.00	250.00	-	-
DUCTILE IRON PIPE EXTENSION (6 IN)	68	LF	0	$ -	$ -	25	23.00	$ 40.00	$ 920.00	23.00	0.00	23.00	920.00	920.00	-	-
CHAIN LINK FENCE (10 FT)	69	LF	0	$ -	$ -	25	120.00	$ 40.00	$ 4,800.00	0.00	0.00	0.00	-	-	-	4,800.00
HEADWALL FOR FLAP GATES	70	LS	0	$ -	$ -	25	1.00	$ 600.00	$ 600.00	0.00	1.00	1.00	-	600.00	600.00	-
REMOVE AND RESET FLAP GATE	71	EA	0	$ -	$ -	25	1.00	$ 300.00	$ 300.00	1.00	0.00	1.00	300.00	300.00	-	-
REMOVE & RECONSTRUCT OF RETAINING WALL CAP (3 FT CAP) (SALVAGED EXISTING VERTICAL AND HORIZONTAL REINFORCING STEEL)	72	LF	0	$ -	$ -	25	150.00	$ 127.00	$ 19,050.00	150.00	0.00	150.00	19,050.00	19,050.00	-	-
PEDESTRIAN SAFETY FENCE	73	LF	0	$ -	$ -	26	23,694.00	$ 16.11	$ 381,710.34	9,508.00	10,830.00	20,339.00	153,189.99	327,661.29	174,471.30	54,049.05
ANTI-CLIMBING FENCE PANEL (OWNER FURNISHED)	83	LS	0	$ -	$ -	33A	1.00	$ 3,185.01	$ 3,185.01	1.00	0.00	1.00	3,185.01	3,185.01	-	-
														TOTAL COMPLETE TO-DATE	TOTAL CURRENT CONTRACT EARNED	CONTRACT BALANCE TO COMPLETE
													$ 15,173,197.65	$ 15,610,396.94	$ 437,199.29	$ 450,060.99

ORIGINAL CONTRACT AMOUNT:	$ 14,197,729.40
NET CHANGES BY CHANGE ORDER(S)	$ 1,862,728.53
TOTAL CONTRACT AMOUNT TO DATE	$ 16,060,457.93
Estimated % Project Completion to Date:	97.20%

LESS RETAINAGE @ 10%	$ 1,561,039.70	$ 43,719.93
PENDING RELEASED RETAINAGE PR #11	$ 709,656.44	$ -
LESS Previous Requests for Payments	$14,365,534.32	
TOTAL AMOUNT DUE THIS REQUEST		**$ 393,479.36**

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

REQUEST FOR PAYMENT
DHS SEGMENT 0-7 (6.9 MILES)
SER CONSTRUCTION PARTNERS, LTD.

3636 Pasadena Blvd.
Pasadena, Texas 77503

REQUEST FOR PAYMENT NO. 11

Project Number: 4410-02 0.9 MILES
Date: 9/30/2009

CONTRACT NO. 08-009-07-01
WORK THRU: 6/25/2009 to 9/25/2009

PROGRESS BILLING WORKSHEET - NO. 1

SHIRLEY SAUNDERS, PROJECT MANAGER	ITEM NO	UNIT	TOTAL QUANTITY	BID UNIT PRICE	TOTAL BID PRICE	CHANGE ORDERS NO.	CHANGE ORDERS QTY. +/-	CHANGE ORDERS UNIT PRICE +/-	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
TEMP EROSION CONTROL (FILTER FABRIC	1	LF	10,000	$ 2.00	$ 20,000.00				$ -	10,000.00	0.00	10,000.00	20,000.00	20,000.00	-	-
TEMP EROSION CONTROL (CONST EXIT/ENTR)	2	EA	2	$ 2,000.00	$ 4,000.00				$ -	2.00	0.00	2.00	4,000.00	4,000.00	-	-
REMOVE / STOCKPILE (EXIST FLEX BASE) (CALICHE) (4-10 IN.)	3	CY	750	$ 15.00	$ 11,250.00				$ -	750.00	0.00	750.00	11,250.00	11,250.00	-	-
REMOVE/ STOCKPILE (EXIST TOPSOIL) (4-6 IN)	4	CY	2,450	$ 7.00	$ 17,150.00				$ -	2,450.00	0.00	2,450.00	17,150.00	17,150.00	-	-
REMOVE / STOCKPILE (EXIST EMBANKMENT)	5	CY	13,438	$ 7.00	$ 94,066.00				$ -	13,438.00	0.00	13,438.00	94,066.00	94,066.00	-	-
RETAINING WALL (CAST-IN-PLACE) (STEM)	6	CY	4,752	$ 600.00	$ 2,851,200.00	3,15	4,162.56	$ 600.94	$ (349,751.19)	4,170.56	-8.00	4,162.56	2,502,336.00	2,501,448.81	(887.19)	-
RETAINING WALL (CAST-IN-PLACE) (FOOTING)	7	CY	8,393	$ 600.00	$ 5,035,800.00	5	6,923.88	$ 682.328096	$ (311,442.16)	6,923.88	0.00	6,923.88	4,724,357.95	4,724,357.95	-	-
RETAINING WALL (CAST-IN-PLACE)(KEY)	8	CY	2,287	$ 640.00	$ 1,234,980.00	3	589.52	$ 1,659.75	$ (256,524.18)	589.52	0.00	589.52	978,455.82	978,455.82	-	-
METAL BEAM GUARD FENCE	9	LF	4,695	$ 23.00	$ 107,985.00	1	0.00	$ 23.00	$ (107,985.00)	0.00	0.00	0.00	-	-	-	-
PVC UNDERDRAIN PIPE (6 IN)	10	LF	4,650	$ 15.00	$ 69,750.00				$ -	4,650.00	0.00	4,650.00	69,750.00	69,750.00	-	-
AGGREGATE DRAIN MATERIAL	11	CY	5,260	$ 60.00	$ 315,600.00	4	665.04	$ 60.00	$ (275,697.60)	665.04	0.00	665.04	39,902.40	39,902.40	-	-
PREPARATION RIGHT OF WAY	12	STA	48	$ 10,000.00	$ 480,000.00				$ -	48.00	0.00	48.00	480,000.00	480,000.00	-	-
EMBANKMENT (NEW)	13	CY	39,543	$ 10.00	$ 395,430.00				$ -	39,543.00	0.00	39,543.00	395,430.00	395,430.00	-	-
CONC. RIP RAP CL-B (SLOPE PROTECTION)	14	CY	550	$ 400.00	$ 220,000.00	16	360.00	$ 400.00	$ (76,000.00)	360.00	0.00	360.00	144,000.00	144,000.00	-	-
CONC. BOLLARD (6 IN.) TYP 2	15	EA	6	$ 500.00	$ 3,000.00				$ -	6.00	0.00	6.00	3,000.00	3,000.00	-	-
CONC. PAD (4 FT X 4 FT) (6 IN)	16	EA	6	$ 900.00	$ 5,400.00	12	9.00	$ 900.00	$ 2,700.00	6.00	3.00	9.00	5,400.00	8,100.00	2,700.00	-
TOPSOIL (STOCKPILED MATERIAL)	17	CY	1,250	$ 9.00	$ 11,250.00				$ -	1,250.00	0.00	1,250.00	11,250.00	11,250.00	-	-
FLEXBASE (NEW) TxDOT (TY D GR 6 CL 4 CALICHE) (6 IN.)	18	CY	3,865	$ 30.00	$ 115,950.00				$ -	3,865.00	0.00	3,865.00	115,950.00	115,950.00	-	-
HYDRO MULCH	19	SY	31,000	$ 0.60	$ 18,600.00				$ -	31,000.00	0.00	31,000.00	18,600.00	18,600.00	-	-
BOLLARD (CUT TO PLAN DIMENSIONS)	20	EA	4,530	$ 15.00	$ 67,950.00	1	0.00	$ 15.00	$ (67,950.00)	0.00	0.00	0.00	-	-	-	-
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (6 FT.)	21	EA	4,203	$ 78.00	$ 327,834.00	2	0.00	$ 78.00	$ (327,834.00)	0.00	0.00	0.00	-	-	-	-
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (20 FT.)	22	EA	327	$ 400.00	$ 130,800.00	11	369.00	$ 400.00	$ 16,800.00	369.00	0.00	369.00	147,600.00	147,600.00	-	-
BOLLARD (SUPPLY, CUT & WELD ANGLE IRON SUPPORTS) (4 IN X 4 IN .X 1/4 IN. 8 FT.)	23	LF	4,953	$ 12.00	$ 59,436.00	2, 10A, 11	738.00	$ 12.00	$ (60,580.00)	738.00	0.00	738.00	8,856.00	8,856.00	-	-
BOLLARD (SUPPLY & WELD) (1/2 in.X 4 in STEEL BAR)	24	LF	4,621	$ 6.00	$ 27,726.00	2	0.00	$ 6.00	$ (27,726.00)	0.00	0.00	0.00	-	-	-	-
BOLLARD (INSTALL & WELD CAPS)	25	EA	4,530	$ 12.00	$ 54,360.00	1	0.00	$ 12.00	$ (54,360.00)	0.00	0.00	0.00	-	-	-	-
REMOVE EXISTING GATE WELL STRUCTURES AND SALVAGE SLUICE GATE ASEMBLIES	26	EA	3	$ 3,500.00	$ 10,500.00				$ -	3.00	0.00	3.00	10,500.00	10,500.00	-	-
REMOVE PIPE (12 IN) (RCP)	27	LF	45	$ 30.00	$ 1,350.00				$ -	45.00	0.00	45.00	1,350.00	1,350.00	-	-
REMOVE PIPE (18 IN) (RCP)	28	LF	202	$ 36.00	$ 7,272.00				$ -	202.00	0.00	202.00	7,272.00	7,272.00	-	-
REMOVE PIPE (24 IN) (RCP)	29	LF	105	$ 40.00	$ 4,200.00				$ -	105.00	0.00	105.00	4,200.00	4,200.00	-	-
REMOVE PIPE (24 IN) (STAND PIPE)	30	EA	1	$ 1,000.00	$ 1,000.00				$ -	1.00	0.00	1.00	1,000.00	1,000.00	-	-
REMOVE CONC. COLLAR (6 IN)	31	EA	4	$ 700.00	$ 2,800.00				$ -	4.00	0.00	4.00	2,800.00	2,800.00	-	-
REMOVE CONC. HEADWALL	32	EA	1	$ 1,000.00	$ 1,000.00				$ -	1.00	0.00	1.00	1,000.00	1,000.00	-	-
RCP (18 IN.) (CL V)	33	LF	260	$ 69.00	$ 17,940.00				$ -	260.00	0.00	260.00	17,940.00	17,940.00	-	-
RCP (24 IN.) (CL V)	34	LF	83	$ 90.00	$ 7,470.00				$ -	83.00	0.00	83.00	7,470.00	7,470.00	-	-
18 AND 24 IN CONCRETE COLLAR	35	EA	3	$ 700.00	$ 2,100.00				$ -	3.00	0.00	3.00	2,100.00	2,100.00	-	-
CONC. HEADWALL (18 IN.) (CAST IN PLACE)	36	EA	2	$ 3,500.00	$ 7,000.00				$ -	2.00	0.00	2.00	7,000.00	7,000.00	-	-
CONC. HEADWALL (24 IN .) (CAST IN PLACE)	37	EA	1	$ 4,000.00	$ 4,000.00				$ -	1.00	0.00	1.00	4,000.00	4,000.00	-	-
REMOVE / SALVAGE (EXIST SLUICE GATE VALVE)	38	EA	2	$ 1,500.00	$ 3,000.00				$ -	2.00	0.00	2.00	3,000.00	3,000.00	-	-
FLAP GATES W/ WALL PIPE & TEE (6 IN. D.)	39	EA	6	$ 2,000.00	$ 12,000.00	12	9.00	$ 2,000.00	$ 6,000.00	6.00	3.00	9.00	12,000.00	18,000.00	6,000.00	-
REMOVE EXIST SIGN FENCE MOUNTED FISH & WILD LIFE .	40	EA	3	$ 300.00	$ 900.00				$ -	3.00	0.00	3.00	900.00	900.00	-	-
TRENCH EXCAV. PROTECTION (RET. WALL KEY)	41	LF	4,700	$ 1.00	$ 4,700.00				$ -	4,700.00	0.00	4,700.00	4,700.00	4,700.00	-	-
TRENCH EXCAV. PROTECTION (STRUCTURES)	42	LF	343	$ 1.00	$ 343.00				$ -	343.00	0.00	343.00	343.00	343.00	-	-
TEMPORARY SPECIAL SHORING	43	SF	80,400	$ 0.25	$ 20,100.00				$ -	80,400.00	0.00	80,400.00	20,100.00	20,100.00	-	-
DEWATERING	44	LS	1	$ 24,000.00	$ 24,000.00				$ -	1.00	0.00	1.00	24,000.00	24,000.00	-	-
NEW SLUICE GATE (24 IN.)	45	EA	1	$ 5,000.00	$ 5,000.00				$ -	1.00	0.00	1.00	5,000.00	5,000.00	-	-
INSTALL LEVEE ACCESS GATE (NEW)	46	EA	1	$ 4,000.00	$ 4,000.00	16	0.00	$ 4,000.00	$ (4,000.00)	0.00	0.00	0.00	-	-	-	-
REMOVE EXISTING LEVEE ACCESS GATE	47	EA	1	$ 700.00	$ 700.00				$ -	1.00	0.00	1.00	700.00	700.00	-	-
NEW GATE WELL NO. 233, (RISER,INSTALL NEW SLUICE GATE, LADDER,HATCH,ETC.)	48	LS	1	$ 50,000.00	$ 50,000.00				$ -	1.00	0.00	1.00	50,000.00	50,000.00	-	-
NEW GATE WELL NO. 234, (RISER, INSTALL SLUICE GATE, LADDER, HATCH, ETC.	49	LS	1	$ 50,000.00	$ 50,000.00				$ -	1.00	0.00	1.00	50,000.00	50,000.00	-	-
NEW GATE WELL NO. 235, (RISER, INSTALL SLUICE GATE, LADDER, HATCH, ETC.)	50	LS	1	$ 60,000.00	$ 60,000.00				$ -	1.00	0.00	1.00	60,000.00	60,000.00	-	-
SHEET WALL DRAIN MATERIAL	51	SF	0	$ -	$ -	4	65,043.00	$ 3.20	$ 208,137.60	65,043.00	0.00	65,043.00	208,137.60	208,137.60	-	-
ANTI-CLIMBING FENCE PANEL	52	EA	0	$ -	$ -	9A	2.00	$ 10,000.00	$ 20,000.00	2.00	0.00	2.00	20,000.00	20,000.00	-	-
RECONNECTION OF IRRIGATION LINE AT STRUCTURE 294	53		0	$ -	$ -	14	1.00	$ 6,173.71	$ 6,173.71	0.00	1.00	1.00	$ -	6,173.71	6,173.71	-

		TOTAL COMPLETE TO-DATE	TOTAL CURRENT CONTRACT EARNED	CONTRACT BALANCE TO COMPLETE
ORIGINAL CONTRACT AMOUNT:	$ 11,980,892.80			
NET CHANGES BY CHANGE ORDER(S)	$ (1,650,038.81)			
TOTAL CONTRACT AMOUNT TO DATE	$ 10,330,853.19	$ 10,316,866.67	$ 10,330,853.19	$ 13,986.52	$ -
Estimated % Project Completion to Date:	100.00%			
LESS RETAINAGE @ 10%		$ 1,033,085.31	$ 1,398.65	
RELEASED RETAINAGE PR #10		$ 616,843.33	$ -	
LESS Previous Requests for Payments		$9,801,023.34		
TOTAL AMOUNT DUE THIS REQUEST		$ 12,587.87	$ 12,587.87	

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 Contractand / or duty 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: _____ Date: 10/5/2009
ROSBEL E. RAMOS

Title: 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.

SER CONSTRUCTION PARTNERS, LTD.
CONTRACTOR

DATE: 10/5/2009 By: _____
ROSBEL E. RAMOS / PRESIDENT

State of TEXAS
County of HARRIS
Subscribed and sworn to me this 5TH day of OCTOBER 2009

Notary Public

My Commission Expires: 4/13/2010

ERIC GARZA
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES 4-13-2010

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 or work performed and/or material supplied by the contractor, and that partial payment claimed and requested by the Contrator 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.

_____ Date: 10/7/09
JOSE A. ELISSETCHE
DOS PROJECT 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 or work performed and/or material supplied by the contractor, and that partial payment claimed and requested by the Contrator 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.

_____ Date: 10/07/09
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
OCT 0 8 2009
DRAINAGE DISTRICT #1

Project Name:
Contractor:

Address:
City/State/Zip:

REQUEST FOR PAYMENT
DHS SEGMENT 0-7 (0.9 MILES)
SER CONSTRUCTION PARTNERS, LTD.

3636 Pasadena Blvd.
Pasadena, Texas 77503

REQUEST FOR PAYMENT NO. 11

Project Number: 4410-02 0.9 MILES
Date: 9/30/2009

CONTRACT NO. 08-009-07-01
WORK THRU: 6/25/2009 to 9/25/2009

PROGRESS BILLING WORKSHEET - NO. 1

SHIRLEY SAUNDERS, PROJECT MANAGER	ITEM NO	UNIT	TOTAL QUANTITY	BID UNIT PRICE	TOTAL BID PRICE	CHANGE ORDERS NO.	CHANGE ORDERS QTY. +/-	CHANGE ORDERS UNIT PRICE +/-	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
TEMP EROSION CONTROL (FILTER FABRIC FENCE)	1	LF	10,000	$ 2.00	$ 20,000.00				$ -	10,000.00	0.00	10,000.00	20,000.00	20,000.00	-	-
TEMP EROSION CONTROL (CONST EXIT/ENTR)	2	EA	2	$ 2,000.00	$ 4,000.00				$ -	2.00	0.00	2.00	4,000.00	4,000.00	-	-
REMOVE/STOCKPILE (EXIST FLEX BASE) (CALICHE) (4-10 IN.)	3	CY	750	$ 15.00	$ 11,250.00				$ -	750.00	0.00	750.00	11,250.00	11,250.00	-	-
REMOVE/STOCKPLIE (EXIST TOPSOIL) (4-6 IN)	4	CY	2,450	$ 7.00	$ 17,150.00				$ -	2,450.00	0.00	2,450.00	17,150.00	17,150.00	-	-
REMOVE/STOCKPILE (EXIST EMBANKMENT)	5	CY	13,438	$ 7.00	$ 94,066.00				$ -	13,438.00	0.00	13,438.00	94,066.00	94,066.00	-	-
RETAINING WALL (CAST- IN-PLACE) (STEM)	6	CY	4,752	$ 600.00	$ 2,851,200.00	3,15	4,162.56	$ 600.94	$ (349,751.19)	4,170.56	-8.00	4,162.56	2,502,336.00	2,501,448.81	(887.19)	-
RETAINING WALL (CAST- IN-PLACE) (FOOTING)	7	CY	8,393	$ 600.00	$ 5,035,800.00	5	6,923.88	$ 682.328095	$ (311,442.15)	6,923.88	0.00	6,923.88	4,724,357.85	4,724,357.85	-	-
RETAINING WALL (CAST- IN-PLACE)(KEY)	8	CY	2,287	$ 540.00	$ 1,234,980.00	3	589.52	$ 1,659.75	$ (256,524.18)	589.52	0.00	589.52	978,455.82	978,455.82	-	-
METAL BEAM GUARD FENCE	9	LF	4,695	$ 23.00	$ 107,985.00	1	0.00	$ 23.00	$ (107,985.00)	0.00	0.00	0.00	-	-	-	-
PVC UNDERDRAIN PIPE (6 IN)	10	LF	4,650	$ 15.00	$ 69,750.00				$ -	4,650.00	0.00	4,650.00	69,750.00	69,750.00	-	-
AGGREGATE DRAIN MATERIAL	11	CY	5,260	$ 60.00	$ 315,600.00	4	665.04	$ 60.00	$ (275,697.60)	665.04	0.00	665.04	39,902.40	39,902.40	-	-
PREPARATION RIGHT OF WAY	12	STA	48	$ 10,000.00	$ 480,000.00				$ -	48.00	0.00	48.00	480,000.00	480,000.00	-	-
EMBANKMENT (NEW)	13	CY	39,543	$ 10.00	$ 395,430.00				$ -	39,543.00	0.00	39,543.00	395,430.00	395,430.00	-	-
CONC. RIP RAP CL-B (SLOPE PROTECTION)	14	CY	550	$ 400.00	$ 220,000.00	16	360.00	$ 400.00	$ (76,000.00)	360.00	0.00	360.00	144,000.00	144,000.00	-	-
CONC. BOLLARD (6 IN.) TYP 2	15	EA	6	$ 500.00	$ 3,000.00				$ -	6.00	0.00	6.00	3,000.00	3,000.00	-	-
CONC. PAD (4 FT X 4 FT) (6 IN)	16	EA	6	$ 900.00	$ 5,400.00	12	9.00	$ 900.00	$ 2,700.00	6.00	3.00	9.00	5,400.00	8,100.00	2,700.00	-
TOPSOIL (STOCKPILED MATERIAL)	17	CY	1,250	$ 9.00	$ 11,250.00				$ -	1,250.00	0.00	1,250.00	11,250.00	11,250.00	-	-
FLEXBASE (NEW) TxDOT (TY D GR 6 CL 4- CALICHE) (6 IN.)	18	CY	3,865	$ 30.00	$ 115,950.00				$ -	3,865.00	0.00	3,865.00	115,950.00	115,950.00	-	-
HYDRO MULCH	19	SY	31,000	$ 0.60	$ 18,600.00				$ -	31,000.00	0.00	31,000.00	18,600.00	18,600.00	-	-
BOLLARD (CUT TO PLAN DIMENSIONS)	20	EA	4,530	$ 15.00	$ 67,950.00	1	0.00	$ 15.00	$ (67,950.00)	0.00	0.00	0.00	-	-	-	-
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (6 FT.)	21	EA	4,203	$ 78.00	$ 327,834.00	2	0.00	$ 78.00	$ (327,834.00)	0.00	0.00	0.00	-	-	-	-
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (20 FT.)	22	EA	327	$ 400.00	$ 130,800.00	11	369.00	$ 400.00	$ 16,800.00	369.00	0.00	369.00	147,600.00	147,600.00	-	-
BOLLARD (SUPPLY, CUT & WELD ANGLE IRON SUPPORTS) (4 IN.X 4 IN .X 1/4 IN. 8 FT.)	23	LF	4,953	$ 12.00	$ 59,436.00	2, 10A, 11	738.00	$ 12.00	$ (50,580.00)	738.00	0.00	738.00	8,856.00	8,856.00	-	-
BOLLARD (SUPPLY & WELD) (1/2 in.X 4 in STEEL BAR)	24	LF	4,621	$ 6.00	$ 27,726.00	2	0.00	$ 6.00	$ (27,726.00)	0.00	0.00	0.00	-	-	-	-
BOLLARD (INSTALL & WELD CAPS)	25	EA	4,530	$ 12.00	$ 54,360.00	1	0.00	$ 12.00	$ (54,360.00)	0.00	0.00	0.00	-	-	-	-
REMOVE EXISTING GATE WELL STRUCTURES AND SALVAGE SLUICE GATE ASEMBLIES	26	EA	3	$ 3,500.00	$ 10,500.00				$ -	3.00	0.00	3.00	10,500.00	10,500.00	-	-
REMOVE PIPE (12 IN) (RCP)	27	LF	45	$ 30.00	$ 1,350.00				$ -	45.00	0.00	45.00	1,350.00	1,350.00	-	-
REMOVE PIPE (18 IN) (RCP)	28	LF	202	$ 36.00	$ 7,272.00				$ -	202.00	0.00	202.00	7,272.00	7,272.00	-	-
REMOVE PIPE (24 IN) (RCP)	29	LF	105	$ 40.00	$ 4,200.00				$ -	105.00	0.00	105.00	4,200.00	4,200.00	-	-
REMOVE PIPE (24 IN) (STAND PIPE)	30	EA	1	$ 1,000.00	$ 1,000.00				$ -	1.00	0.00	1.00	1,000.00	1,000.00	-	-
REMOVE CONC. COLLAR (6 IN)	31	EA	4	$ 700.00	$ 2,800.00				$ -	4.00	0.00	4.00	2,800.00	2,800.00	-	-
REMOVE CONC. HEADWALL	32	EA	1	$ 1,000.00	$ 1,000.00				$ -	1.00	0.00	1.00	1,000.00	1,000.00	-	-
RCP (18 IN.) (CL V)	33	LF	260	$ 69.00	$ 17,940.00				$ -	260.00	0.00	260.00	17,940.00	17,940.00	-	-
RCP (24 IN.) (CL V)	34	LF	83	$ 90.00	$ 7,470.00				$ -	83.00	0.00	83.00	7,470.00	7,470.00	-	-
18 AND 24 IN CONCRETE COLLAR	35	EA	3	$ 700.00	$ 2,100.00				$ -	3.00	0.00	3.00	2,100.00	2,100.00	-	-
CONC. HEADWALL (18 IN.) (CAST IN PLACE)	36	EA	2	$ 3,500.00	$ 7,000.00				$ -	2.00	0.00	2.00	7,000.00	7,000.00	-	-
CONC. HEADWALL (24 IN .) (CAST IN PLACE)	37	EA	1	$ 4,000.00	$ 4,000.00				$ -	1.00	0.00	1.00	4,000.00	4,000.00	-	-
REMOVE/SALVAGE (EXIST SLUICE GATE VALVE)	38	EA	2	$ 1,500.00	$ 3,000.00				$ -	2.00	0.00	2.00	3,000.00	3,000.00	-	-
FLAP GATES W/ WALL PIPE & TEE (6 IN. D.I.)	39	EA	6	$ 2,000.00	$ 12,000.00	12	9.00	$ 2,000.00	$ 6,000.00	6.00	3.00	9.00	12,000.00	18,000.00	6,000.00	-
REMOVE EXIST SIGN FENCE MOUNTED FISH & WILD LIFE .	40	EA	3	$ 300.00	$ 900.00				$ -	3.00	0.00	3.00	900.00	900.00	-	-
TRENCH EXCAV. PROTECTION (RET. WALL KEY)	41	LF	4,700	$ 1.00	$ 4,700.00				$ -	4,700.00	0.00	4,700.00	4,700.00	4,700.00	-	-
TRENCH EXCAV. PROTECTION (STRUCTURES)	42	LF	343	$ 1.00	$ 343.00				$ -	343.00	0.00	343.00	343.00	343.00	-	-
TEMPORARY SPECIAL SHORING	43	SF	80,400	$ 0.25	$ 20,100.00				$ -	80,400.00	0.00	80,400.00	20,100.00	20,100.00	-	-
DEWATERING	44	LS	1	$ 24,000.00	$ 24,000.00				$ -	1.00	0.00	1.00	24,000.00	24,000.00	-	-
NEW SLUICE GATE (24 IN.)	45	EA	1	$ 5,000.00	$ 5,000.00				$ -	1.00	0.00	1.00	5,000.00	5,000.00	-	-
INSTALL LEVEE ACCESS GATE (NEW)	46	EA	1	$ 4,000.00	$ 4,000.00	16	0.00	$ 4,000.00	$ (4,000.00)	0.00	0.00	0.00	-	-	-	-
REMOVE EXISTING LEVEE ACCESS GATE	47	EA	1	$ 700.00	$ 700.00				$ -	1.00	0.00	1.00	700.00	700.00	-	-
NEW GATE WELL NO. 233, (RISER,INSTALL NEW SLUICE GATE , LADDER,HATCH,ETC.)	48	LS	1	$ 50,000.00	$ 50,000.00				$ -	1.00	0.00	1.00	50,000.00	50,000.00	-	-
NEW GATE WELL NO. 234, (RISER, INSTALL SLUICE GATE, LADDER, HATCH, ETC.	49	LS	1	$ 50,000.00	$ 50,000.00				$ -	1.00	0.00	1.00	50,000.00	50,000.00	-	-
NEW GATE WELL NO. 235, (RISER, INSTALL SLUICE GATE, LADDER, HATCH, ETC.)	50	LS	1	$ 60,000.00	$ 60,000.00				$ -	1.00	0.00	1.00	60,000.00	60,000.00	-	-
SHEET WALL DRAIN MATERIAL	51	SF	0	$ -	$ -	4	65,043.00	$ 3.20	$ 208,137.60	65,043.00	0.00	65,043.00	208,137.60	208,137.60	-	-
ANTI-CLIMBING FENCE PANEL	52	EA	0	$ -	$ -	9A	2.00	$ 10,000.00	$ 20,000.00	2.00	0.00	2.00	20,000.00	20,000.00	-	-
RECONNECTION OF IRRIGATION LINE AT STRUCTURE 294	53		0	$ -	$ -	14	1.00	$ 6,173.71	$ 6,173.71	0.00	1.00	1.00	$ -	6,173.71	6,173.71	-

		TOTAL COMPLETE TO-DATE	TOTAL CURRENT CONTRACT EARNED	CONTRACT BALANCE TO COMPLETE
ORIGINAL CONTRACT AMOUNT:	$ 11,980,892.00			
NET CHANGES BY CHANGE ORDER(S)	$ (1,650,038.81)			
TOTAL CONTRACT AMOUNT TO DATE	$ 10,330,853.19	$ 10,316,866.67	$ 10,330,853.19	$ 13,986.52	$ -

Estimated % Project Completion to Date: 100.00%

LESS RETAINAGE @ 10%	$ 1,033,085.31	$ 1,398.65
RELEASED RETAINAGE PR #10	$ 515,843.33	$ -
LESS Previous Requests for Payments	$9,801,023.34	
TOTAL AMOUNT DUE THIS REQUEST	$ 12,587.87	$ 12,587.87

HIDALGO COUNTY

OCT 0 8 2009

DRAINAGE DISTRICT #1

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

REQUEST FOR PAYMENT
DHS SEGMENT 0-7 (0.9 MILES)
SER CONSTRUCTION PARTNERS, LTD.

3636 Pasadena Blvd.
Pasadena, Texas 77503

REQUEST FOR PAYMENT NO. 12

Project Number: 4410-02 0.9 MILES
Date: 10/28/2009

CONTRACT NO. 08-009-07-01
WORK THRU: 10/25/2009

PROGRESS BILLING WORKSHEET - NO. 1

SHIRLEY SAUNDERS, PROJECT MANAGER	ITEM NO	UNIT	TOTAL QUANTITY	BID UNIT PRICE	TOTAL BID PRICE	CHANGE ORDERS NO.	CHANGE ORDERS QTY. +/-	CHANGE ORDERS UNIT PRICE +/-	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
TEMP EROSION CONTROL (FILTER FABRIC FENCE)	1	LF	10,000	$ 2.00	$ 20,000.00				$ -	10,000.00	0.00	10,000.00	20,000.00	20,000.00	-	-
TEMP EROSION CONTROL (CONST EXIT/ENTR)	2	EA	2	$ 2,000.00	$ 4,000.00				$ -	2.00	0.00	2.00	4,000.00	4,000.00	-	-
REMOVE / STOCKPILE (EXIST FLEX BASE) (CALICHE) (4-10 IN.)	3	CY	750	$ 15.00	$ 11,250.00				$ -	750.00	0.00	750.00	11,250.00	11,250.00	-	-
REMOVE/ STOCKPLIE (EXIST TOPSOIL) (4-6 IN)	4	CY	2,450	$ 7.00	$ 17,150.00				$ -	2,450.00	0.00	2,450.00	17,150.00	17,150.00	-	-
REMOVE / STOCKPILE (EXIST EMBANKMENT)	5	CY	13,438	$ 7.00	$ 94,066.00				$ -	13,438.00	0.00	13,438.00	94,066.00	94,066.00	-	-
RETAINING WALL (CAST- IN-PLACE) (STEM)	6	CY	4,752	$ 600.00	$ 2,851,200.00	3,15	4,162.56	$ 600.94	$ (349,751.19)	4,162.56	0.00	4,162.56	2,501,448.81	2,501,448.81	-	-
RETAINING WALL (CAST- IN-PLACE) (FOOTING)	7	CY	8,393	$ 600.00	$ 5,035,800.00	5,17	6,923.88	$ 728.830000	$ 10,531.46	6,923.88	0.00	6,923.88	4,724,357.85	5,046,331.46	321,973.61	-
RETAINING WALL (CAST- IN-PLACE)(KEY)	8	CY	2,287	$ 540.00	$ 1,234,980.00	3	589.52	$ 1,659.75	$ (256,524.18)	589.52	0.00	589.52	978,455.82	978,455.82	-	-
METAL BEAM GUARD FENCE	9	LF	4,695	$ 23.00	$ 107,985.00	1	0.00	$ 23.00	$ (107,985.00)	0.00	0.00	0.00	-	-	-	-
PVC UNDERDRAIN PIPE (6 IN)	10	LF	4,650	$ 15.00	$ 69,750.00				$ -	4,650.00	0.00	4,650.00	69,750.00	69,750.00	-	-
AGGREGATE DRAIN MATERIAL	11	CY	5,260	$ 60.00	$ 315,600.00	4	665.04	$ 60.00	$ (275,697.60)	665.04	0.00	665.04	39,902.40	39,902.40	-	-
PREPARATION RIGHT OF WAY	12	STA	48	$ 10,000.00	$ 480,000.00				$ -	48.00	0.00	48.00	480,000.00	480,000.00	-	-
EMBANKMENT (NEW)	13	CY	39,543	$ 10.00	$ 395,430.00				$ -	39,543.00	0.00	39,543.00	395,430.00	395,430.00	-	-
CONC. RIP RAP CL-B (SLOPE PROTECTION)	14	CY	550	$ 400.00	$ 220,000.00	16	360.00	$ 400.00	$ (76,000.00)	360.00	0.00	360.00	144,000.00	144,000.00	-	-
CONC. BOLLARD (6 IN.) TYP 2	15	EA	6	$ 500.00	$ 3,000.00				$ -	6.00	0.00	6.00	3,000.00	3,000.00	-	-
CONC. PAD (4 FT X 4 FT) (6 IN)	16	EA	6	$ 900.00	$ 5,400.00	12	9.00	$ 900.00	$ 2,700.00	9.00	0.00	9.00	8,100.00	8,100.00	-	-
TOPSOIL (STOCKPILED MATERIAL)	17	CY	1,250	$ 9.00	$ 11,250.00				$ -	1,250.00	0.00	1,250.00	11,250.00	11,250.00	-	-
FLEXBASE (NEW) TxDOT (TY D GR 6 CL 4- CALICHE) (6 IN.)	18	CY	3,865	$ 30.00	$ 115,950.00				$ -	3,865.00	0.00	3,865.00	115,950.00	115,950.00	-	-
HYDRO MULCH	19	SY	31,000	$ 0.60	$ 18,600.00				$ -	31,000.00	0.00	31,000.00	18,600.00	18,600.00	-	-
BOLLARD (CUT TO PLAN DIMENSIONS)	20	EA	4,530	$ 15.00	$ 67,950.00	1	0.00	$ 15.00	$ (67,950.00)	0.00	0.00	0.00	-	-	-	-
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (6 FT.)	21	EA	4,203	$ 78.00	$ 327,834.00	2	0.00	$ 78.00	$ (327,834.00)	0.00	0.00	0.00	-	-	-	-
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (20 FT.)	22	EA	327	$ 400.00	$ 130,800.00	11	369.00	$ 400.00	$ 16,800.00	369.00	0.00	369.00	147,600.00	147,600.00	-	-
BOLLARD (SUPPLY, CUT & WELD ANGLE IRON SUPPORTS) (4 IN.X 4 IN .X 1/4 IN. 8 FT.)	23	LF	4,953	$ 12.00	$ 59,436.00	2, 10A, 11	738.00	$ 12.00	$ (50,580.00)	738.00	0.00	738.00	8,856.00	8,856.00	-	-
BOLLARD (SUPPLY & WELD) (1/2 in.X 4 in STEEL BAR)	24	LF	4,621	$ 6.00	$ 27,726.00	2	0.00	$ 6.00	$ (27,726.00)	0.00	0.00	0.00	-	-	-	-
BOLLARD (INSTALL & WELD CAPS)	25	EA	4,530	$ 12.00	$ 54,360.00	1	0.00	$ 12.00	$ (54,360.00)	0.00	0.00	0.00	-	-	-	-
REMOVE EXISTING GATE WELL STRUCTURES AND SALVAGE SLUICE GATE ASSEMBLIES	26	EA	3	$ 3,500.00	$ 10,500.00				$ -	3.00	0.00	3.00	10,500.00	10,500.00	-	-
REMOVE PIPE (12 IN) (RCP)	27	LF	45	$ 30.00	$ 1,350.00				$ -	45.00	0.00	45.00	1,350.00	1,350.00	-	-
REMOVE PIPE (18 IN) (RCP)	28	LF	202	$ 36.00	$ 7,272.00				$ -	202.00	0.00	202.00	7,272.00	7,272.00	-	-
REMOVE PIPE (24 IN) (RCP)	29	LF	105	$ 40.00	$ 4,200.00				$ -	105.00	0.00	105.00	4,200.00	4,200.00	-	-
REMOVE PIPE (24 IN) (STAND PIPE)	30	EA	1	$ 1,000.00	$ 1,000.00				$ -	1.00	0.00	1.00	1,000.00	1,000.00	-	-
REMOVE CONC. COLLAR (6 IN)	31	EA	4	$ 700.00	$ 2,800.00				$ -	4.00	0.00	4.00	2,800.00	2,800.00	-	-
REMOVE CONC. HEADWALL	32	EA	1	$ 1,000.00	$ 1,000.00				$ -	1.00	0.00	1.00	1,000.00	1,000.00	-	-
RCP (18 IN.) (CL V)	33	LF	260	$ 69.00	$ 17,940.00				$ -	260.00	0.00	260.00	17,940.00	17,940.00	-	-
RCP (24 IN.) (CL V)	34	LF	83	$ 90.00	$ 7,470.00				$ -	83.00	0.00	83.00	7,470.00	7,470.00	-	-
18 AND 24 IN CONCRETE COLLAR	35	EA	3	$ 700.00	$ 2,100.00				$ -	3.00	0.00	3.00	2,100.00	2,100.00	-	-
CONC. HEADWALL (18 IN.) (CAST IN PLACE)	36	EA	2	$ 3,500.00	$ 7,000.00				$ -	2.00	0.00	2.00	7,000.00	7,000.00	-	-
CONC. HEADWALL (24 IN.) (CAST IN PLACE)	37	EA	1	$ 4,000.00	$ 4,000.00				$ -	1.00	0.00	1.00	4,000.00	4,000.00	-	-
REMOVE / SALVAGE (EXIST SLUICE GATE VALVE)	38	EA	2	$ 1,500.00	$ 3,000.00				$ -	2.00	0.00	2.00	3,000.00	3,000.00	-	-
FLAP GATES W/ WALL PIPE & TEE (6 IN. D.L)	39	EA	6	$ 2,000.00	$ 12,000.00	12	9.00	$ 2,000.00	$ 6,000.00	9.00	0.00	9.00	18,000.00	18,000.00	-	-
REMOVE EXIST SIGN FENCE MOUNTED FISH & WILD LIFE .	40	EA	3	$ 300.00	$ 900.00				$ -	3.00	0.00	3.00	900.00	900.00	-	-
TRENCH EXCAV. PROTECTION (RET. WALL KEY)	41	LF	4,700	$ 1.00	$ 4,700.00				$ -	4,700.00	0.00	4,700.00	4,700.00	4,700.00	-	-
TRENCH EXCAV. PROTECTION (STRUCTURES)	42	LF	343	$ 1.00	$ 343.00				$ -	343.00	0.00	343.00	343.00	343.00	-	-
TEMPORARY SPECIAL SHORING	43	SF	80,400	$ 0.25	$ 20,100.00				$ -	80,400.00	0.00	80,400.00	20,100.00	20,100.00	-	-
DEWATERING	44	LS	1	$ 24,000.00	$ 24,000.00				$ -	1.00	0.00	1.00	24,000.00	24,000.00	-	-
NEW SLUICE GATE (24 IN.)	45	EA	1	$ 5,000.00	$ 5,000.00				$ -	1.00	0.00	1.00	5,000.00	5,000.00	-	-
INSTALL LEVEE ACCESS GATE (NEW)	46	EA	1	$ 4,000.00	$ 4,000.00	16	0.00	$ 4,000.00	$ (4,000.00)	0.00	0.00	0.00	-	-	-	-
REMOVE EXISTING LEVEE ACCESS GATE	47	EA	1	$ 700.00	$ 700.00				$ -	1.00	0.00	1.00	700.00	700.00	-	-
NEW GATE WELL NO. 233, (RISER, INSTALL NEW SLUICE GATE , LADDER,HATCH,ETC.)	48	LS	1	$ 50,000.00	$ 50,000.00				$ -	1.00	0.00	1.00	50,000.00	50,000.00	-	-
NEW GATE WELL NO. 234, (RISER, INSTALL SLUICE GATE, LADDER, HATCH, ETC.	49	LS	1	$ 50,000.00	$ 50,000.00				$ -	1.00	0.00	1.00	50,000.00	50,000.00	-	-
NEW GATE WELL NO. 235, (RISER, INSTALL SLUICE GATE, LADDER, HATCH, ETC.)	50	LS	1	$ 60,000.00	$ 60,000.00				$ -	1.00	0.00	1.00	60,000.00	60,000.00	-	-
SHEET WALL DRAIN MATERIAL	51	SF	0	$ -	$ -	4	65,043.00	$ 3.20	$ 208,137.60	65,043.00	0.00	65,043.00	208,137.60	208,137.60	-	-
ANTI-CLIMBING FENCE PANEL	52	EA	0	$ -	$ -	9A	2.00	$ 10,000.00	$ 20,000.00	2.00	0.00	2.00	20,000.00	20,000.00	-	-
RECONNECTION OF IRRIGATION LINE AT STRUCTURE 294	53		0	$ -	$ -	14	1.00	$ 6,173.71	$ 6,173.71	1.00	0.00	1.00	$ 6,173.71	6,173.71	-	-

		TOTAL COMPLETE TO-DATE	TOTAL CURRENT CONTRACT EARNED	CONTRACT BALANCE TO COMPLETE
ORIGINAL CONTRACT AMOUNT:	$ 11,980,892.00			
NET CHANGES BY CHANGE ORDER(S)	$ (1,328,065.20)			
TOTAL CONTRACT AMOUNT TO DATE	$ 10,652,826.80	$ 10,330,853.19	$ 10,652,826.80	$ 321,973.61
Estimated % Project Completion to Date:	100.00%			
LESS RETAINAGE @ 10%		$ 1,065,282.67	$ 32,197.36	
RELEASED RETAINAGE PR #10		$ 515,843.33	$ -	
LESS Previous Requests for Payments		$9,813,611.21		
TOTAL AMOUNT DUE THIS REQUEST		$ 289,776.26	$ 289,776.26	

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 Contractand / or duty 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: _____ Date: 10/28/2009
ROSBEL E. RAMOS
Title: 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: 10/28/2009 By: _____ SER CONSTRUCTION PARTNERS, LTD.
ROSBEL E. RAMOS, PRESIDENT
CONTRACTOR

State of TEXAS
County of HARRIS
Subscribed and sworn to me this 28th day of OCTOBER 2009

_____
Notary Public

My Commission Expires: 4/13/2010

ERIC GARZA NOTARY PUBLIC STATE OF TEXAS EXPIRES 4-13-2010

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 or work performed and/or material supplied by the contractor, and that partial payment claimed and requested by the Contrator 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.

_____ Date: 10/29/09
JOSE A. ELISSETCHE
DOS PROJECT 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 or work performed and/or material supplied by the contractor, and that partial payment claimed and requested by the Contrator 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.

Richard D. Seitz, P.E. Date: 10/29/09
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

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

REQUEST FOR PAYMENT
DHS SEGMENT 0-7 (0.9 MILES)
SER CONSTRUCTION PARTNERS, LTD.

3636 Pasadena Blvd.
Pasadena, Texas 77503

REQUEST FOR PAYMENT NO. 12

Project Number: 4410-02 0.9 MILES
Date: 10/28/2009

CONTRACT NO. 08-009-07-01
WORK THRU: 10/25/2009

PROGRESS BILLING WORKSHEET - NO. 1

SHIRLEY SAUNDERS, PROJECT MANAGER	ITEM NO	UNIT	TOTAL QUANTITY	BID UNIT PRICE	TOTAL BID PRICE	CHANGE ORDERS NO.	CHANGE ORDERS QTY. +/-	CHANGE ORDERS UNIT PRICE +/-	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
TEMP EROSION CONTROL (FILTER FABRIC	1	LF	10,000	$ 2.00	$ 20,000.00				$ -	10,000.00	0.00	10,000.00	20,000.00	20,000.00	-	-
TEMP EROSION CONTROL (CONST EXIT/ENTR)	2	EA	2	$ 2,000.00	$ 4,000.00				$ -	2.00	0.00	2.00	4,000.00	4,000.00	-	-
REMOVE / STOCKPILE (EXIST FLEX BASE) (CALICHE) (4-10 IN.)	3	CY	750	$ 15.00	$ 11,250.00				$ -	750.00	0.00	750.00	11,250.00	11,250.00	-	-
REMOVE/ STOCKPLIE (EXIST TOPSOIL) (4-6 IN)	4	CY	2,450	$ 7.00	$ 17,150.00				$ -	2,450.00	0.00	2,450.00	17,150.00	17,150.00	-	-
REMOVE / STOCKPILE (EXIST EMBANKMENT)	5	CY	13,438	$ 7.00	$ 94,066.00				$ -	13,438.00	0.00	13,438.00	94,066.00	94,066.00	-	-
RETAINING WALL (CAST- IN-PLACE) (STEM)	6	CY	4,752	$ 600.00	$ 2,851,200.00	3,15	4,162.56	$ 600.94	$ (349,751.19)	4,162.56	0.00	4,162.56	2,501,448.81	2,501,448.81	-	-
RETAINING WALL (CAST- IN-PLACE) (FOOTING)	7	CY	8,393	$ 600.00	$ 5,035,800.00	5,17	6,923.88	$ 728.830000	$ 10,531.46	6,923.88	0.00	6,923.88	4,724,357.85	5,046,331.46	321,973.61	-
RETAINING WALL (CAST- IN-PLACE)(KEY)	8	CY	2,287	$ 540.00	$ 1,234,980.00	3	589.52	$ 1,659.75	$ (256,524.18)	589.52	0.00	589.52	978,455.82	978,455.82	-	-
METAL BEAM GUARD FENCE	9	LF	4,695	$ 23.00	$ 107,985.00	1	0.00	$ 23.00	$ (107,985.00)	0.00	0.00	0.00	-	-	-	-
PVC UNDERDRAIN PIPE (6 IN)	10	LF	4,650	$ 15.00	$ 69,750.00				$ -	4,650.00	0.00	4,650.00	69,750.00	69,750.00	-	-
AGGREGATE DRAIN MATERIAL	11	CY	5,260	$ 60.00	$ 315,600.00	4	665.04	$ 60.00	$ (275,697.60)	665.04	0.00	665.04	39,902.40	39,902.40	-	-
PREPARATION RIGHT OF WAY	12	STA	48	$ 10,000.00	$ 480,000.00				$ -	48.00	0.00	48.00	480,000.00	480,000.00	-	-
EMBANKMENT (NEW)	13	CY	39,543	$ 10.00	$ 395,430.00				$ -	39,543.00	0.00	39,543.00	395,430.00	395,430.00	-	-
CONC. RIP RAP CL-B (SLOPE PROTECTION)	14	CY	550	$ 400.00	$ 220,000.00	16	360.00	$ 400.00	$ (76,000.00)	360.00	0.00	360.00	144,000.00	144,000.00	-	-
CONC. BOLLARD (6 IN.) TYP 2	15	EA	6	$ 500.00	$ 3,000.00				$ -	6.00	0.00	6.00	3,000.00	3,000.00	-	-
CONC. PAD (4 FT X 4 FT) (6 IN)	16	EA	6	$ 900.00	$ 5,400.00	12	9.00	$ 900.00	$ 2,700.00	9.00	0.00	9.00	8,100.00	8,100.00	-	-
TOPSOIL (STOCKPILED MATERIAL)	17	CY	1,250	$ 9.00	$ 11,250.00				$ -	1,250.00	0.00	1,250.00	11,250.00	11,250.00	-	-
FLEXBASE (NEW) TxDOT (TY D GR 6 CL 4-CALICHE) (6 IN.)	18	CY	3,865	$ 30.00	$ 115,950.00				$ -	3,865.00	0.00	3,865.00	115,950.00	115,950.00	-	-
HYDRO MULCH	19	SY	31,000	$ 0.60	$ 18,600.00				$ -	31,000.00	0.00	31,000.00	18,600.00	18,600.00	-	-
BOLLARD (CUT TO PLAN DIMENSIONS)	20	EA	4,530	$ 15.00	$ 67,950.00	1	0.00	$ 15.00	$ (67,950.00)	0.00	0.00	0.00	-	-	-	-
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (6 FT.)	21	EA	4,203	$ 78.00	$ 327,834.00	2	0.00	$ 78.00	$ (327,834.00)	0.00	0.00	0.00	-	-	-	-
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (20 FT.)	22	EA	327	$ 400.00	$ 130,800.00	11	369.00	$ 400.00	$ 16,800.00	369.00	0.00	369.00	147,600.00	147,600.00	-	-
BOLLARD (SUPPLY, CUT & WELD ANGLE IRON SUPPORTS) (4 IN.X 4 IN .X 1/4 IN. 8 FT.)	23	LF	4,953	$ 12.00	$ 59,436.00	2, 10A, 11	738.00	$ 12.00	$ (50,580.00)	738.00	0.00	738.00	8,856.00	8,856.00	-	-
BOLLARD (SUPPLY & WELD) (1/2 in.X 4 in STEEL BAR)	24	LF	4,621	$ 6.00	$ 27,726.00	2	0.00	$ 6.00	$ (27,726.00)	0.00	0.00	0.00	-	-	-	-
BOLLARD (INSTALL & WELD CAPS)	25	EA	4,530	$ 12.00	$ 54,360.00	1	0.00	$ 12.00	$ (54,360.00)	0.00	0.00	0.00	-	-	-	-
REMOVE EXISTING GATE WELL STRUCTURES AND SALVAGE SLUICE GATE ASEMBLIES	26	EA	3	$ 3,500.00	$ 10,500.00				$ -	3.00	0.00	3.00	10,500.00	10,500.00	-	-
REMOVE PIPE (12 IN) (RCP)	27	LF	45	$ 30.00	$ 1,350.00				$ -	45.00	0.00	45.00	1,350.00	1,350.00	-	-
REMOVE PIPE (18 IN) (RCP)	28	LF	202	$ 36.00	$ 7,272.00				$ -	202.00	0.00	202.00	7,272.00	7,272.00	-	-
REMOVE PIPE (24 IN) (RCP)	29	LF	105	$ 40.00	$ 4,200.00				$ -	105.00	0.00	105.00	4,200.00	4,200.00	-	-
REMOVE PIPE (24 IN) (STAND PIPE)	30	EA	1	$ 1,000.00	$ 1,000.00				$ -	1.00	0.00	1.00	1,000.00	1,000.00	-	-
REMOVE CONC. COLLAR (6 IN)	31	EA	4	$ 700.00	$ 2,800.00				$ -	4.00	0.00	4.00	2,800.00	2,800.00	-	-
REMOVE CONC. HEADWALL	32	EA	1	$ 1,000.00	$ 1,000.00				$ -	1.00	0.00	1.00	1,000.00	1,000.00	-	-
RCP (18 IN.) (CL V)	33	LF	260	$ 69.00	$ 17,940.00				$ -	260.00	0.00	260.00	17,940.00	17,940.00	-	-
RCP (24 IN.) (CL V)	34	LF	83	$ 90.00	$ 7,470.00				$ -	83.00	0.00	83.00	7,470.00	7,470.00	-	-
18 AND 24 IN CONCRETE COLLAR	35	EA	3	$ 700.00	$ 2,100.00				$ -	3.00	0.00	3.00	2,100.00	2,100.00	-	-
CONC. HEADWALL (18 IN.) (CAST IN PLACE)	36	EA	2	$ 3,500.00	$ 7,000.00				$ -	2.00	0.00	2.00	7,000.00	7,000.00	-	-
CONC. HEADWALL (24 IN .) (CAST IN PLACE)	37	EA	1	$ 4,000.00	$ 4,000.00				$ -	1.00	0.00	1.00	4,000.00	4,000.00	-	-
REMOVE / SALVAGE (EXIST SLUICE GATE VALVE)	38	EA	2	$ 1,500.00	$ 3,000.00				$ -	2.00	0.00	2.00	3,000.00	3,000.00	-	-
FLAP GATES W/WALL PIPE & TEE (6 IN. D.L)	39	EA	6	$ 2,000.00	$ 12,000.00	12	9.00	$ 2,000.00	$ 6,000.00	9.00	0.00	9.00	18,000.00	18,000.00	-	-
REMOVE EXIST SIGN FENCE MOUNTED FISH & WILD LIFE .	40	EA	3	$ 300.00	$ 900.00				$ -	3.00	0.00	3.00	900.00	900.00	-	-
TRENCH EXCAV. PROTECTION (RET. WALL KEY)	41	LF	4,700	$ 1.00	$ 4,700.00				$ -	4,700.00	0.00	4,700.00	4,700.00	4,700.00	-	-
TRENCH EXCAV. PROTECTION (STRUCTURES)	42	LF	343	$ 1.00	$ 343.00				$ -	343.00	0.00	343.00	343.00	343.00	-	-
TEMPORARY SPECIAL SHORING	43	SF	80,400	$ 0.25	$ 20,100.00				$ -	80,400.00	0.00	80,400.00	20,100.00	20,100.00	-	-
DEWATERING	44	LS	1	$ 24,000.00	$ 24,000.00				$ -	1.00	0.00	1.00	24,000.00	24,000.00	-	-
NEW SLUICE GATE (24 IN.)	45	EA	1	$ 5,000.00	$ 5,000.00				$ -	1.00	0.00	1.00	5,000.00	5,000.00	-	-
INSTALL LEVEE ACCESS GATE (NEW)	46	EA	1	$ 4,000.00	$ 4,000.00	16	0.00	$ 4,000.00	$ (4,000.00)	0.00	0.00	0.00	-	-	-	-
REMOVE EXISTING LEVEE ACCESS GATE	47	EA	1	$ 700.00	$ 700.00				$ -	1.00	0.00	1.00	700.00	700.00	-	-
NEW GATE WELL NO. 233, (RISER,INSTALL NEW SLUICE GATE, LADDER,HATCH,ETC.)	48	LS	1	$ 50,000.00	$ 50,000.00				$ -	1.00	0.00	1.00	50,000.00	50,000.00	-	-
NEW GATE WELL NO. 234, (RISER, INSTALL SLUICE GATE, LADDER, HATCH, ETC.	49	LS	1	$ 50,000.00	$ 50,000.00				$ -	1.00	0.00	1.00	50,000.00	50,000.00	-	-
NEW GATE WELL NO. 235, (RISER, INSTALL SLUICE GATE, LADDER, HATCH, ETC.)	50	LS	1	$ 60,000.00	$ 60,000.00				$ -	1.00	0.00	1.00	60,000.00	60,000.00	-	-
SHEET WALL DRAIN MATERIAL	51	SF	0	$ -	$ -	4	65,043.00	$ 3.20	$ 208,137.60	65,043.00	0.00	65,043.00	208,137.60	208,137.60	-	-
ANTI-CLIMBING FENCE PANEL	52	EA	0	$ -	$ -	9A	2.00	$ 10,000.00	$ 20,000.00	2.00	0.00	2.00	20,000.00	20,000.00	-	-
RECONNECTION OF IRRIGATION LINE AT STRUCTURE 294	53		0	$ -	$ -	14	1.00	$ 6,173.71	$ 6,173.71	1.00	0.00	1.00	$ 6,173.71	6,173.71	-	-

		TOTAL COMPLETE TO-DATE	TOTAL CURRENT CONTRACT EARNED	CONTRACT BALANCE TO COMPLETE
ORIGINAL CONTRACT AMOUNT:	$ 11,980,892.00			
NET CHANGES BY CHANGE ORDER(S)	$ (1,328,065.20)			
TOTAL CONTRACT AMOUNT TO DATE	$ 10,652,826.80	$ 10,330,853.19	$ 10,652,826.80	$ 321,973.61	$ -

Estimated % Project Completion to Date: 100.00%

LESS RETAINAGE @ 10%	$ 1,065,282.67	$ 32,197.36
RELEASED RETAINAGE PR #10	$ 515,843.33	$ -
LESS Previous Requests for Payments	$9,813,611.21	
TOTAL AMOUNT DUE THIS REQUEST	$ 289,776.25	$ 289,776.25

HIDALGO County Drainage District No. 1
LEVEE IMPROVEMENTS PROJECT
DHS SEGMENT 0-6B & O-6C (1.38 MILES)

CHANGE ORDER NO. 32

Date: October 6, 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 0-6B & O-6C (1.38 MILES)

Contract No. 08-017-09-02
Dannenbaum No. 4410-08 / 4410-09

Description:
Revised Final Completion date from August 5, 2009 to November 27, 2009.

Contract Amount:

Original Contract Price:	$	**14,197,729.40**
Previous Change Order(s):	$	1,922,225.70
Contract price prior to this change order:	$	**16,119,955.10**
Net increase (decrease) from this change order:	$	-
Contract price with all change orders to date (including this change order):	$	**16,119,955.10**

Contract Time:
Authorized contract time change:

Previous Total	128	days
This Change Order	114	days
Total to Date	242	days

	Substantial Completion	Final Completion
Original Contract Date	12/1/2008	3/30/2009
Revised Contract Date - Previous Change Order	2/7/2009	8/5/2009
Revised Contract Date - This Change Order	N/A	11/27/2009

APPROVALS:

ENGINEER:
Dannenbaum Engineering Company - McAllen, LLC

Richard D. Seitz, P.E. 10/27/09
Richard D. Seitz, P.E. Date
Resident Project Representative

OWNER:
Hidalgo Co. Drainage Dist. No. 1

JD Salinas Date
Chairman of the Board

ACCEPTED:

CONTRACTOR:
SER Construction Partners, Ltd.

10/27/09
Rosbel E. Ramos Date
President

HIDALGO COUNTY
OCT 28 2009
DRAINAGE DISTRICT #1

G:\540/4042-60/change order/0-6B&C_ C.O. #32_Form

DANNENBAUM ENGINEERING COMPANY - MCALLEN LLC
1109 NOLANA LOOP, SUITE 208 McALLEN, TEXAS 78504 (956) 682-3677

July 20, 2009

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

Attn: *Godfrey Garza, Jr., CFM*
Hidalgo County Drainage District #1
District Manager

Ref: *Hidalgo County Levee Improvement Project*
Segment 0-6B/C

Subj: *SER Requests for Extension of Time*

Dear Mr. Garza,

SER Construction Partners has requested time extensions for Segment 0-6B/C. The title and issue of the seven letters from SER are as follows:

- June 29, 2009 – Re: Hidalgo Levee Improvements Project DHS 06B&C Change Order 18A. Seven (7) calendar days requested for application of additional flex-base per Change Order 18A.

- June 29, 2009 – Re: Hidalgo Levee Improvements Project DHS 06B&C Change Order 19. Fourteen (14) calendar days requested for change from concrete to rock rip rap which was not a material included in the original project scope. The requested time is due to Submittal Review, and Product Delivery time.

- June 29, 2009 – Re: Hidalgo Levee Improvements Project DHS 06B&C Change Order 28. Sixteen (16) calendar days requested to add Bollard Foundations per Change Order 28. The work was out of sequence and requested late in the project schedule.

- June 29, 2009 – Re: Hidalgo Levee Improvements Project DHS 06B&C Change Order 29. Seventeen (17) calendar days requested. Change Order 29 modified the contents of Change Order 28 and caused further delay in the ability of the Contractor to complete the Bollard Foundations.

- June 29, 2009 – Re: Hidalgo Levee Improvements Project DHS 06B&C Change Order 30. Sixty (60) calendar days are requested. The issue refers to the fill that was originally to be obtained from the Jackson Road Ditch. The time is to compensate for the additional transportation time that was required to deliver the fill from the alternate site.

HIDALGO COUNTY
JUL 2 0 2009
DRAINAGE DISTRICT #1

HIDALGO COUNTY
OCT 2 8 2009
DRAINAGE DISTRICT #1

We have reviewed the issues contained in each of the letters and confer with the days requested. If you have questions regarding any of the issues above, please feel free to call me at (956) 682-3677.

Respectfully,
Dannenbaum Engineering Company - McAllen, LLC

Richard Seitz, P.E.
Resident Project Representative

cc: Louis H. Jones, P.E., Dannenbaum Engineering
Sandra Spence, Administrative Manager, Dannenbaum Engineering
Jaime Xavier Farias, E.I.T., Dannenbaum Engineering

Attachments: Five letters from SER to Dannenbaum referenced in the body of the letter.

Original Contractual Final Project Completion date:	Mar 30, 2009
Days added by previous change orders:	68
Current Contractual Final Project Completion date:	Jun 6, 2009
Days to be added by this letter:	114
Proposed Contractual Final Project Completion date:	Sept 28, 2009

HIDALGO COUNTY
OCT 28 2009
DRAINAGE DISTRICT #1

HIDALGO COUNTY
JUL 20 2009
DRAINAGE DISTRICT #1

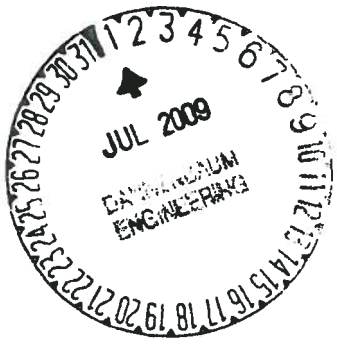
SER CONSTRUCTION PARTNERS, LTD.

Eddie Ramos
President

Office (713) 473-7900
Fax (713) 473-7919
eddie@serconstruction.net

COPY

June 29, 2009



Mr. Richard Seitz P.E.
Dannenbaum Engineering
1109 Nolana Loop, Suite 208
McAllen, TX 78504

Re: Hidalgo Levee Improvements Project DHS 06B&C Change Order 18A

Dear Sir:

Change order 18A added additional flex base quantities to the project. Since this is one of the final activities before final completion we are requesting an additional 7 calendar days to complete this work.

If you need any further information please let us know.

Sincerely,

Eddie Ramos
President

HIDALGO COUNTY

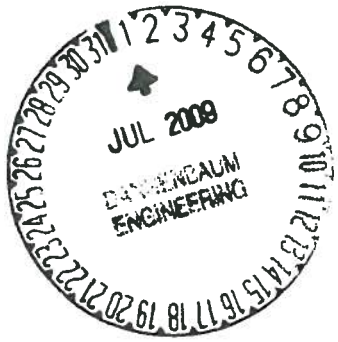
JUL 20 2009

DRAINAGE DISTRICT #1

SER CONSTRUCTION PARTNERS, LTD.

Eddie Ramos
President
Office (713) 473-7900
Fax (713) 473-7919
eddie@serconstruction.net

COPY



June 29, 2009

Mr. Richard Seitz P.E.
Dannenbaum Engineering
1109 Nolana Loop, Suite 208
McAllen, TX 78504

Re: Hidalgo Levee Improvements Project DHS 06B&C Change Order 19

Dear Sir:

Change order 19 changed the slope protection from concrete to stone riprap. This material was not required in the original contract. SER had to locate material that met specification submit for approval and get it delivered to the site. This process cost an additional 14 calendar days of time. We are requesting an additional 14 calendar days to complete this work.

If you need any further information please let us know.

Sincerely,

Eddie Ramos
President

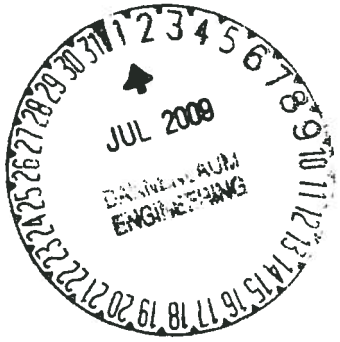
HIDALGO COUNTY
JUL 20 2009
DRAINAGE DISTRICT #1

SER CONSTRUCTION PARTNERS, LTD.

Eddie Ramos
President
Office (713) 473-7900
Fax (713) 473-7919
eddie@serconstruction.net

COPY

June 29, 2009



Mr. Richard Seitz P.E.
Dannenbaum Engineering
1109 Nolana Loop, Suite 208
McAllen, TX 78504

Re: Hidalgo Levee Improvements Project DHS 06B&C Change Order 28

Dear Sir:

Change order 28 added additional bollard foundations and additional 20ft bollards located on the 06B&C project. This work was not required in the original contract and was added so late in the project that additional contract time is needed to complete the work. We are requesting an additional 16 calendar days to complete this work.

If you need any further information please let us know.

Sincerely,

Eddie Ramos
President

HIDALGO COUNTY

JUL 20 2009

DRAINAGE DISTRICT #1

SER CONSTRUCTION PARTNERS, LTD.

Eddie Ramos
President
Office (713) 473-7900
Fax (713) 473-7919
eddie@serconstruction.net

COPY

June 29, 2009

Mr. Richard Seitz P.E.
Dannenbaum Engineering
1109 Nolana Loop, Suite 208
McAllen, TX 78504

Re: Hidalgo Levee Improvements Project DHS 06B&C Change Order 29

Dear Sir:

Change order 29 modified the bollard foundations and 20ft bollards located on the 06B&C project. This work was a revision to change order 28 and was added so late in the project that additional contract time is needed to complete the work. We are requesting an additional 17 calendar days to complete this work.

If you need any further information please let us know.

Sincerely,

Eddie Ramos
President

HIDALGO COUNTY

JUL 20 2009

DRAINAGE DISTRICT #1

SER CONSTRUCTION PARTNERS, LTD.

Eddie Ramos
President
Office (713) 473-7900
Fax (713) 473-7919
eddie@serconstruction.net

COPY

JUL 2009
DANNENBAUM ENGINEERING

June 29, 2009

Mr. Richard Seitz P.E.
Dannenbaum Engineering
1109 Nolana Loop, Suite 208
McAllen, TX 78504

Re: Hidalgo Levee Improvements Project DHS 06B&C Change Order 30

Dear Sir:

Change order 30 added 68,333 cubic yards of imported fill to be installed on the 06B&C project site. This fill was to be provided from Hidalgo County at the Jackson road ditch. This change required longer than anticipated trucking time to bring the fill from a different location we are requesting and additional 60 calendar days extension to complete this work.

If you need any further information please let us know.

Sincerely,

Eddie Ramos
President

HIDALGO COUNTY
OCT 28 2009
DRAINAGE DISTRICT #1

HIDALGO COUNTY
JUL 20 2009
DRAINAGE DISTRICT #1

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
LEVEE IMPROVEMENTS PROJECT

CHANGE ORDER NO. 32

ATTACHMENT B

Date: October 27, 2009

Contractor:	SER CONSTRUCTION 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 0-6B & 0-6C (1.38 MI)	**Contract No.** **Dannenbaum No.**	08-017-09-02 4410-08 / 4410-09

ENGINEER'S EXPLANATION

DESCRIPTION OF CHANGE

Revised Final Completion date from August 5, 2009 to November 27, 2009.

JUSTIFICATION FOR CHANGE

Contractor has requested an additional 114 days be added to the final completion date of the project. Engineer has reviewed Contractor's request for additional time and find this request to be fair and reasonable. Details are provided below:

- June 29, 2009 – Re: Hidalgo Levee Improvements Project DHS 06B&C Change Order 18A. Seven (7) calendar days requested for application of additional flex-base per Change Order 18A.

- June 29, 2009 – Re: Hidalgo Levee Improvements Project DHS 06B&C Change Order 19. Fourteen (14) calendar days requested for change from concrete to rock rip rap which was not a material included in the original project scope. The requested time is due to Submittal Review, and Product Delivery time.

- June 29, 2009 – Re: Hidalgo Levee Improvements Project DHS 06B&C Change Order 28. Sixteen (16) calendar days requested to add Bollard Foundations per Change Order 28. The work was out of sequence and requested late in the project schedule.

- June 29, 2009 – Re: Hidalgo Levee Improvements Project DHS 06B&C Change Order 29. Seventeen (17) calendar days requested. Change Order 29 modified the contents of Change Order 28 and caused further delay in the ability of the Contractor to complete the Bollard Foundations.

HIDALGO COUNTY
OCT 28 2009
DRAINAGE DISTRICT

- June 29, 2009 – Re: Hidalgo Levee Improvements Project DHS 06B&C Change Order 30. Sixty (60) calendar days are requested. The issue refers to the fill that was originally to be obtained from the Jackson Road Ditch. The time is to compensate for the additional transportation time that was required to deliver the fill from the alternate site.

ENGINEER'S JUSTIFICATION OF COST

N/A.

HIDALGO COUNTY
OCT 28 2009
DRAINAGE DISTRICT NO.1

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

CHANGE ORDER NO. 21

Date: October 14, 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:

Weld 11' bollards on top of existing 7' bollards and install 2 anti-climb fence panels to achieve tactical height requirements at existing USIBWC Levee on Segment 0-6A.

Contract Amount:

Original Contract Price:	$	**11,980,892.00**
Previous Change Order(s):	$	(1,178,943.69)
Contract price prior to this change order:	$	**10,801,948.31**
Net increase (decrease) from this change order:	$	20,478.00
Contract price with all change orders to date (including this change order):	$	**10,822,426.31**

Contract Time:

Authorized contract time change:

Previous Total	68	days
This Change Order	0	days
Total to Date	68	days

APPROVALS:

ENGINEER:
Dannenbaum Engineering Company - McAllen, LLC

Richard D. Seitz, P.E. Date 10/27/09
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 10/22/09
President

HIDALGO COUNTY
OCT 28 2009
DRAINAGE DISTRICT

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

CHANGE ORDER NO. 21

ATTACHMENT A

TABULATION OF QUANTITY AND COST

Date: October 14, 2009

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

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

Description:

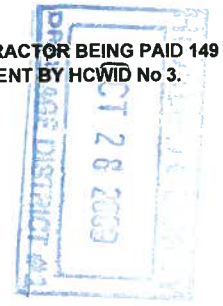
Weld 11' bollards on top of existing 7' bollards and install 2 anti-climb fence panels to achieve tactical height requirements at existing USIBWC Levee on Segment 0-6A.

COST SUMMARY

BID ITEM NO.		UNITS	ORIGINAL QNTYS			REVISED QNTYS			VARIANCE AMOUNT
			QNTYS	UNIT PRICE	COST	QNTYS	UNIT PRICE	COST	
57	WELD AN ADDITIONAL 11' BOLLARD (TRANSPORT & WELD)	EA	0.00	$ -	$ -	17.00			
	WELD AN ADDITIONAL 11' BOLLARD (TRANSPORT & WELD)	EA	0.00	$ -	$ -	149.00			
58	INSTALL ANTI-CLIMB FENCE (OWNER SUPPLIED)	EA	0.00	$ -	$ -	2.00			
						GRAND TOTAL		$ -	

****: CONTRACTOR BEING PAID 149 BOLLARD DIRECTLY BY HCWID No. 3 FOR SPLICING PER AGGREMENT BY HCWID No 3.**

HIDALGO COUNTY
OCT 16 2009
DRAINAGE DISTRICT #1



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

CHANGE ORDER NO. 21

ATTACHMENT B

ENGINEER'S FINAL OPINION OF COST

Date: October 27, 2009

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

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

Description:

Weld 11' bollards on top of existing 7' bollards and install 2 anti-climb fence panels to achieve tactical height requirements at existing USIBWC Levee on Segment 0-6A.

COST SUMMARY

BID ITEM NO.		UNITS	ORIGINAL QNTYS			REVISED QNTYS			VARIANCE AMOUNT
			QNTYS	UNIT PRICE	COST	QNTYS	UNIT PRICE	COST	
57	WELD AN ADDITIONAL 11' BOLLARD (TRANSPORT & WELD)	EA	0.00	$ -	$ -	17.00	$ 848.00	$ 14,416.00	$ 14,416.00
	WELD AN ADDITIONAL 11' BOLLARD (TRANSPORT & WELD)	EA	0.00	$ -	$ -	149.00	**		
58	INSTALL ANTI-CLIMB FENCE (OWNER SUPPLIED)	EA	0.00	$ -	$ -	2.00	$ 3,031.00	$ 6,062.00	$ 6,062.00
						GRAND TOTAL			$ 20,478.00

**: CONTRACTOR BEING PAID 149 BOLLARD DIRECTLY BY HCWID No. 3 FOR SPLICING PER AGGREMENT BY HCWID No 3.

DRAINAGE DISTRICT #1
OCT 28 2009

Contract No.: 08-009-07-01
Dannenbaum: 4410-02
Change Order No. 21: Change Order No. 21
Description: Extend Bollards

Labor

Description	Labor	Days	Hours Per Day	Total Hours	Rate Per Hour	Total Cost	
Foreman	1.00	30.00	10.00	300.00	$ 26.00	$ 7,800.00	
Tag Line Laborer	2.00	30.00	10.00	600.00	$ 11.00	$ 6,600.00	
Crane Operator	1.00	30.00	10.00	300.00	$ 18.00	$ 5,400.00	
Welder	2.00	30.00	10.00	600.00	$ 22.00	$13,200.00	
Subtotal						$33,000.00	
Labor burden	30%					$ 9,900.00	
Labor Comp.	15%					$ 4,950.00	$ 47,850.00

Equipment

Description	Quantity	Days	Hours Per Day	Total Hours	Rate Per Hour	Total Cost	
Manlift	2.00	30.00	10.00	600.00	$ 20.00	$12,000.00	
Crane	1.00	30.00	10.00	300.00	$ 55.00	$16,500.00	
Welding Machine	2.00	30.00	10.00	600.00	$ 40.00	$24,000.00	
Subtotal						$52,500.00	
Equip comp	15%					$ 7,875.00	$ 60,375.00

Materials

Description	Qty	Unit	Unit Cost	line Total	
4 In x 4 In x 1/4 In x 8 Ft Angle Iron	145.00	LF	24.00	$ 3,480.00	
				$ 3,480.00	$ 3,480.00

Total

Total Labor and Material Cost		$111,705.00
Mobilization, Bonds and Insurance	at 10%	$ 11,170.50
Item total		$122,875.50
Change order estimated unit price		$ 847.42

HIDALGO COUNTY
OCT 28 2009
DRAINAGE DISTRICT #1

HIDALGO COUNTY
OCT 16 2009
DRAINAGE DISTRICT #1

Contract No.: 08-009-07-01
Dannenbaum: 4410-02
Change Order No. 21: Change Order No. 21
Description: Install Salvaged Anti-Climb Fence Panel

Labor

Description	Labor	Days	Hours Per Day	Total Hours	Rate Per Hour	Total Cost	
Skilled Laborer	2.00	1.00	10.00	20.00	$ 11.00	$ 220.00	
Foreman	1.00	1.00	10.00	10.00	$ 15.00	$ 150.00	
Crane Operator	1.00	1.00	10.00	10.00	$ 28.00	$ 280.00	
Welder	1.00	1.00	10.00	10.00	$ 20.00	$ 200.00	
Subtotal						$ 850.00	
Labor burden	30%					$ 255.00	
Labor Comp.	15%					$ 127.50	$ 1,232.50

Equipment

Description	Quantity	Days	Hours Per Day	Total Hours	Rate Per Hour	Total Cost	
Manlift	1.00	1.00	10.00	10.00	$ 20.00	$ 200.00	
Crane	1.00	1.00	10.00	10.00	$ 55.00	$ 550.00	
Welding Machine	1.00	1.00	10.00	10.00	$ 40.00	$ 400.00	
Subtotal						$ 1,150.00	
Equip comp	15%					$ 172.50	$ 1,322.50

Materials

Description	Qty	Unit	Unit Cost	line Total	
Transport Materials	1.00	LS	200.00	$ 200.00	
				$ 200.00	$ 200.00

Total

Total Labor and Material Cost		$ 2,755.00
Mobilization, Bonds and Insurance	at 10%	$ 275.50
Item total		$ 3,030.50
Change order estimated unit price		$ 3,030.50

HIDALGO COUNTY
OCT 2 8 2009
DRAINAGE DISTRICT #1

HIDALGO COUNTY
OCT 1 6 2009
DRAINAGE DISTRICT #1

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
LEVEE IMPROVEMENTS PROJECT

CHANGE ORDER NO. 21

ATTACHMENT B

Date: October 27, 2009

Contractor:	SER CONSTRUCTION PARTNERS 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 MI)	**Contract No.** **Dannenbaum No.**	08-009-07-01 4410-02

ENGINEER'S EXPLANATION

DESCRIPTION OF CHANGE

Weld eleven foot (11') bollards on top of existing seven foot (7') bollards to achieve required eighteen foot (18') tactical height and install two (2) anti-climb fences.

JUSTIFICATION FOR CHANGE

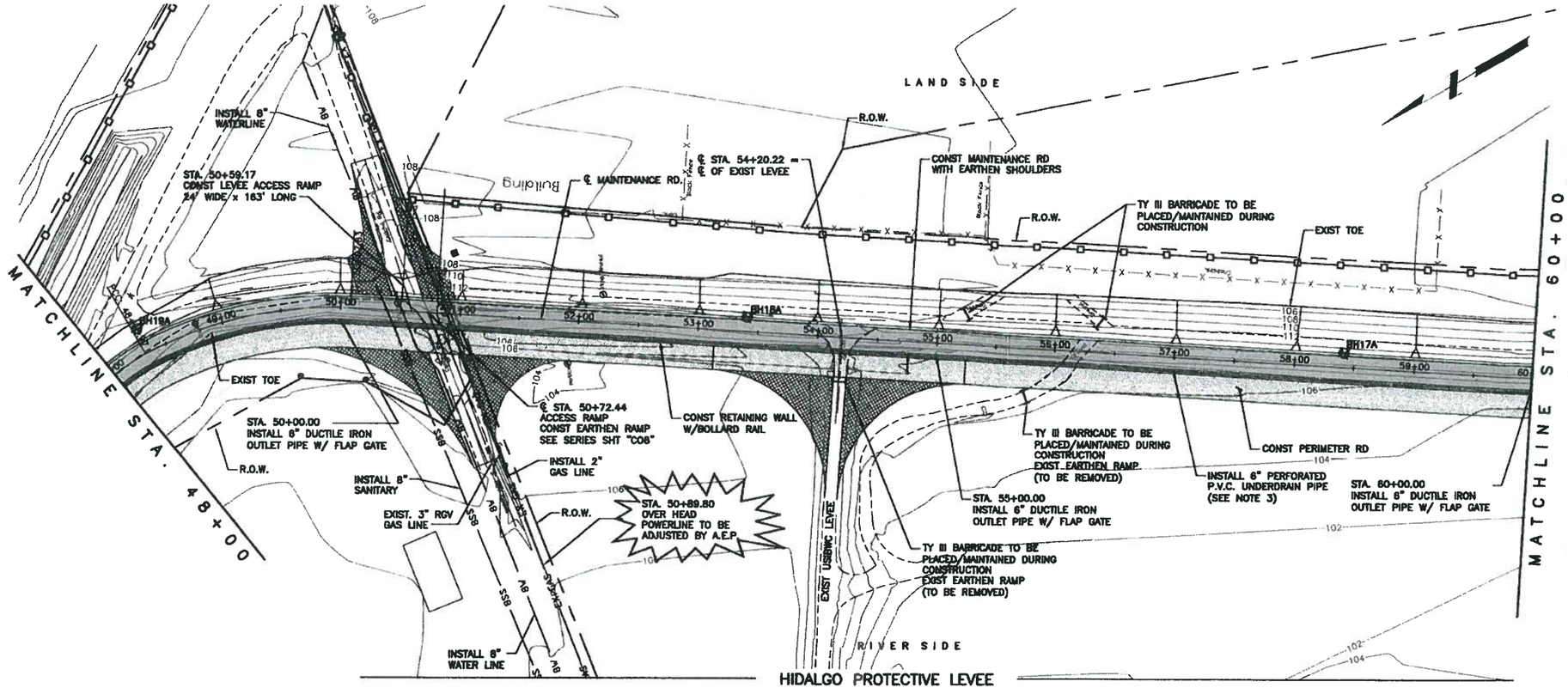
Due to an oversight, the Issued for Construction drawings called for bollards with a seven foot (7') exposed height to be installed at a point where an existing USIBWC Levee intersects the DHS Levee wall (Sta. 54+00) on DHS Segment O-06A. The correct height, taking the existing USIBWC Levee into consideration, should have been 18 feet (18') in order to provide the correct tactical height. At this point, to achieve the 18 foot (18') bollard height it is necessary to weld eleven foot (11') bollards to the tops of the existing seven foot (7') bollards.

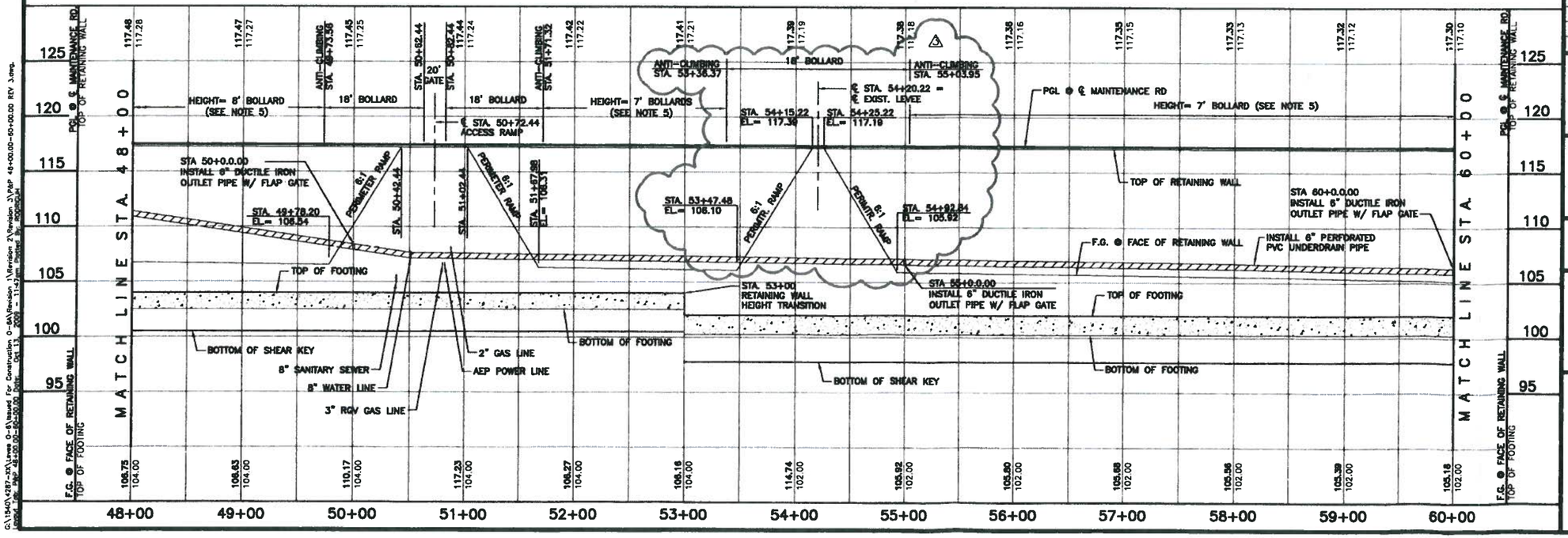
Additionally, HCWID #3 has requested an extension of the limits for the eighteen foot (18') bollards so that they might raise the existing USIBWC Levee to the height of the DHS Levee wall in the future. The cost for modifying the bollards to the expanded limits is being paid for by HCWID #3 directly to the Contractor and will result in NO COST to the project (HCDD No. 1).

ENGINEER'S JUSTIFICATION OF COST

"Engineer's Opinion of Cost" was reviewed by the Contractor and was in agreement with our estimate, and no negotiations were required. Therefore, Engineer recommends processing of this change order for $20,478.00.

HIDALGO COUNTY
OCT 28 2009
DRAINAGE DISTRICT #1





NOTES:

1. SEE "C02" SERIES SHEETS FOR TYPICAL SECTIONS.
2. SEE "S01" SERIES SHEETS FOR RETAINING WALL DETAILS.
3. SEE "C10" SERIES SHEETS FOR RETAINING WALL UNDERDRAIN SYSTEM DETAILS.
4. SEE "C08" SERIES SHEETS FOR ACCESS RAMP DETAILS.
5. SEE "S02" SERIES SHEETS FOR BOLLARD DETAILS.
6. WATER STRIKE SHOWN ON PROFILE WAS DEVELOPED BY CONNECTING WATER STRIKE ELEVATIONS SHOWN IN GEOTECHNICAL REPORT FOR THIS PROJECT AND IS PROVIDED FOR CONTRACTOR INFORMATION ONLY.

LEGEND

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

0 50 100 150

Full Size Scale 1" = 50' (H)
1" = 5' (V)

Rev. No.	Description	Chk. By:	Dote
IFC	ISSUED FOR CONSTRUCTION	R.S.	08-05-08
1	REVISION No. 1	R.S.	01-16-09
2	AS NOTED	R.S.	03-02-09
3	REVISE ANTI-CLIMBING FENCE	R.S.	10-13-09

HCDD#1

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

HIDALGO PROTECTIVE LEVEE
IMPROVEMENT PROJECT
DHS PF 225: O-6 A

RETAINING WALL - LEVEE
PLAN & PROFILE
STA. 48+00.00 TO STA. 60+00.00

SHEET (5 OF 12)

STATE OF TEXAS
OMAR ANZALDUA, JR.
97249
LICENSED PROFESSIONAL ENGINEER

Omar Anzaldua, Jr. P.E.
Date: 10-13-09

Project No.:	4410-07
Designed By:	O.A.
Drawn By:	H.R.V.
Checked By:	R.S.
Sheet No.:	C03-05

HIDALGO COUNTY
OCT 16 2009
DRAINAGE DISTRICT #1

G:\1540\4287-XX\Levee O-6\Revised For Construction O-6A\Revision 1\Revision 2\Revision 3\P&P 48+00.00-60+00.00 REV 3.dwg, Model, Dec 09 48+00.00-60+00.00, Date: Oct 13, 2009 - 11:47am, Plotted By: ROGER.M

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

CHANGE ORDER NO. 22

Date: October 15, 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:
Remove and salvage anti-climb fence and replace with flat-surface anti-climb fence panels.

Contract Amount:

Original Contract Price:	$	**11,980,892.00**
Previous Change Order(s):	$	(1,158,465.69)
Contract price prior to this change order:	$	**10,822,426.31**
Net increase (decrease) from this change order:	$	20,058.78
Contract price with all change orders to date (including this change order):	$	**10,842,485.09**

Contract Time:
Authorized contract time change:

Previous Total	68	days
This Change Order	0	days
Total to Date	68	days

APPROVALS:

ENGINEER:
Dannenbaum Engineering Company - McAllen, LLC

Richard D. Seitz, P.E. 10/27/09
Richard D. Seitz, P.E. Date
Resident Project Representative

OWNER:
Hidalgo Co. Drainage Dist. No. 1

JD Salinas Date
Chairman of the Board

ACCEPTED:

CONTRACTOR:
SER Construction Partners, Ltd.

10/27/09
Rosbel E. Ramos Date
President

OCT 28 2009
DRAINAGE DISTRICT #1

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

CHANGE ORDER NO. 22

ATTACHMENT A

TABULATION OF QUANTITY AND COST

Date: October 15, 2009

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

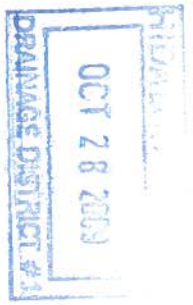
Contractor: **SER Construction Partners, Ltd.**
3636 Pasadena Blvd.
Pasadena, Texas 77503

Description:

Remove and salvage anti-climb fence and replace with flat-surface anti-climb fence panels.

COST SUMMARY

BID ITEM NO.		UNITS	ORIGINAL QNTYS			REVISED QNTYS			VARIANCE AMOUNT
			QNTYS	UNIT PRICE	COST	QNTYS	UNIT PRICE	COST	
59	FABRICATE & INSTALL FLAT SURFACE ANTI-CLIMB FENCE	EA	0.00	$ -	$ -	2.00			
60	REMOVE & SALVAGE STANDARD ANTI CLIMB FENCE	EA	0.00	$ -	$ -	2.00			
						GRAND TOTAL		$ -	



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

CHANGE ORDER NO. 22

ATTACHMENT B

ENGINEER'S FINAL OPINION OF COST

Date: October 27, 2009

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

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

Description:

Remove and salvage anti-climb fence and replace with flat-surface anti-climb fence panels.

COST SUMMARY

BID ITEM NO.		UNITS	ORIGINAL QNTYS			REVISED QNTYS			VARIANCE AMOUNT
			QNTYS	UNIT PRICE	COST	QNTYS	UNIT PRICE	COST	
59	FABRICATE & INSTALL FLAT SURFACE ANTI-CLIMB FENCE	EA	0.00	$ -	$ -	2.00	$ 7,918.76	$ 15,837.52	$ 15,837.52
60	REMOVE & SALVAGE STANDARD ANTI CLIMB FENCE	EA	0.00	$ -	$ -	2.00	$ 2,110.63	$ 4,221.26	$ 4,221.26
						GRAND TOTAL			$ 20,058.78

DRAINAGE DISTRICT #1
OCT 28 2009

Contract No.: 08-009-07-01
Dannenbaum: 4410-02
Change Order No. Change Order No. 22
Description: Fabricate and Install Flat-Anti Climb Fence Panel

Labor

Description	Labor	Days	Hours Per Day	Total Hours	Rate Per Hour	Total Cost		
Skilled Laborer	2.00	0.50	10.00	10.00	$ 10.00	$ 100.00		
Backhoe Operator	1.00	0.50	10.00	5.00	$ 14.00	$ 70.00		
Foreman	1.00	0.50	10.00	5.00	$ 27.50	$ 137.50		
Subtotal						$ 307.50		
Labor burden	30%					$ 92.25		
Labor Comp.	15%					$ 46.13	$	**445.88**

Equipment

Description	Quantity	Days	Hours Per Day	Total Hours	Rate Per Hour	Total Cost		
Loader	1.00	1.00	10.00	10.00	$ 22.00	$ 220.00		
Subtotal						$ 220.00		
Equip comp	15%					$ 33.00	$	**253.00**

Materials

Description	Qty	Unit	Unit Cost	line Total		
Flat Anti-Climb Fence	1.00	LF	6,500.00	$ 6,500.00		
				$ 6,500.00	$	**6,500.00**

Total

Total Labor and Material Cost		$	7,198.88
Mobilization, Bonds and Insurance	at 10%	$	719.89
Item total		$	7,918.76
Change order estimated unit price		$	**7,918.76**

OCT 28 2009
DRAINAGE DISTRICT #1

Contract No.: 08-009-07-01
Dannenbaum: 4410-02
Change Order No. Change Order No. 22
Description: Fabricate and Install Flat-Anti Climb Fence Panel

Labor

Description	Labor	Days	Hours Per Day	Total Hours	Rate Per Hour	Total Cost		
Skilled Laborer	2.00	1.00	10.00	20.00	$ 10.00	$ 200.00		
Backhoe Operator	1.00	1.00	10.00	10.00	$ 14.00	$ 140.00		
Welder	1.00	1.00	10.00	10.00	$ 28.00	$ 280.00		
Foreman	1.00	1.00	10.00	10.00	$ 27.50	$ 275.00		
Subtotal						$ 895.00		
Labor burden	30%					$ 268.50		
Labor Comp.	15%					$ 134.25	$	**1,297.75**

Equipment

Description	Quantity	Days	Hours Per Day	Total Hours	Rate Per Hour	Total Cost		
Excavator	1.00	1.00	10.00	10.00	$ 22.00	$ 220.00		
Manlift	1.00	1.00	10.00	10.00	$ 20.00	$ 200.00		
Welder	1.00	1.00	10.00	10.00	$ 12.00	$ 120.00		
Subtotal						$ 540.00		
Equip comp	15%					$ 81.00	$	**621.00**

Materials

Description	Qty	Unit	Unit Cost	line Total		
N/A	1.00	LF	0.00	$ -		
				$ -	$	-

Total

Total Labor and Material Cost		$	1,918.75
Mobilization, Bonds and Insurance	at 10%	$	191.88
Item total		$	2,110.63
Change order estimated unit price		$	**2,110.63**

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
LEVEE IMPROVEMENTS PROJECT

CHANGE ORDER NO. 22

ATTACHMENT B

Date: October 27, 2009

Contractor:	SER CONSTRUCTION PARTNERS 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 MI)	**Contract No.** **Dannenbaum No.**	08-009-07-01 4410-02

ENGINEER'S EXPLANATION

DESCRIPTION OF CHANGE

Remove and salvage two existing anti-climb fence on DHS Segment O-08 and replace with flat-surface anti-climb fence panels.

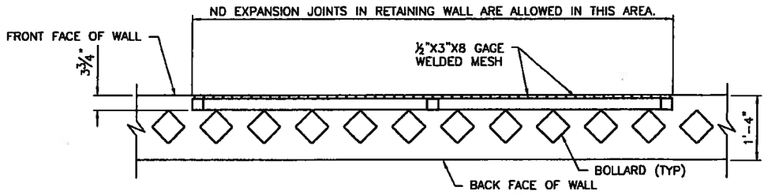
JUSTIFICATION FOR CHANGE

The existing pair of anti-climb fences at Station 19+75 levee access ramp are to be removed from DHS Segment O-08 and replaced with flat-surface anti-climb fence to provide CBP requested 9 foot (9') clearance from bottom of anti-climb fence to top of perimeter road and maximum two feet (2') of separation between the bottom of the anti-climb fence and the top of the wall. Engineer was not made aware of either of these requirements by CBP prior to the fabrication and installation of the standard anti-climb fence. At this location, both requirements were unable to be satisfied resulting in the need to remove existing anti-climb fence panels. The removed anti-climb fences will be replaced with flat surface anti-climb fence panels and the standard anti-climb fences will be salvaged and used on DHS Segment O-6A.

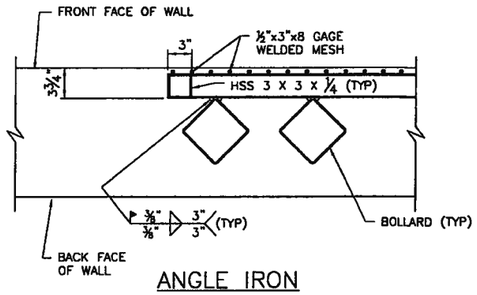
ENGINEER'S JUSTIFICATION OF COST

"Engineer's Opinion of Cost" was reviewed by the Contractor and was in agreement with our estimate, and no negotiations were required. Therefore, Engineer recommends processing of this change order for $20,058.78.

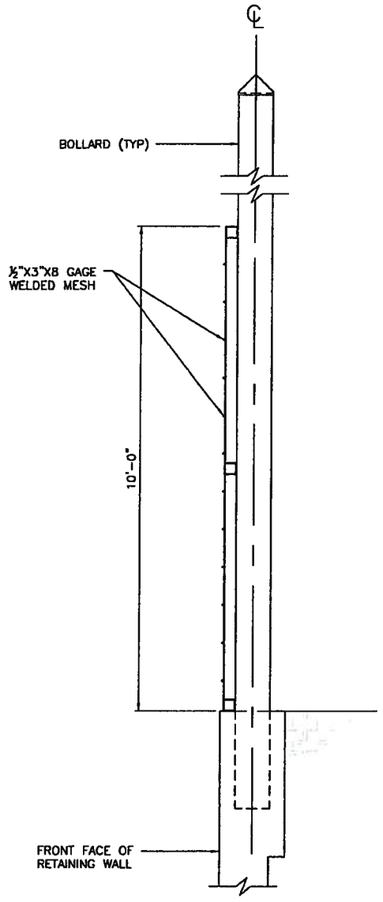
OCT 28 2009
DRAINAGE DISTRICT #1



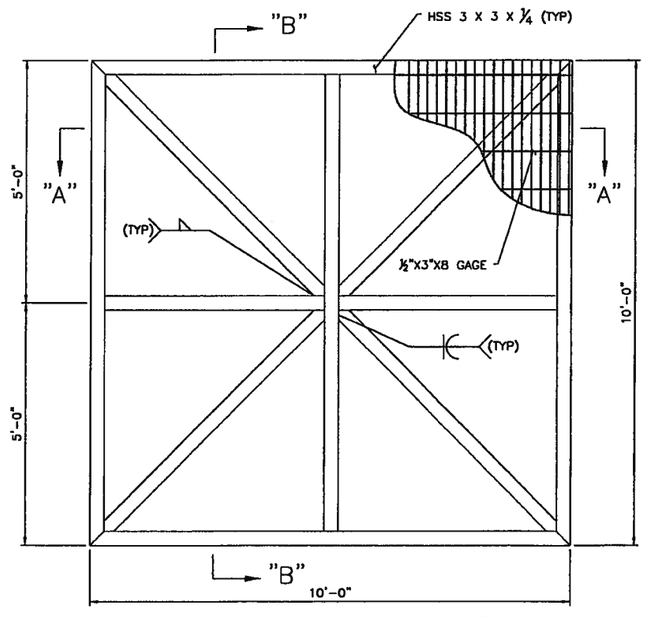
SECTION A–A
SCALE: ¾" = 1'



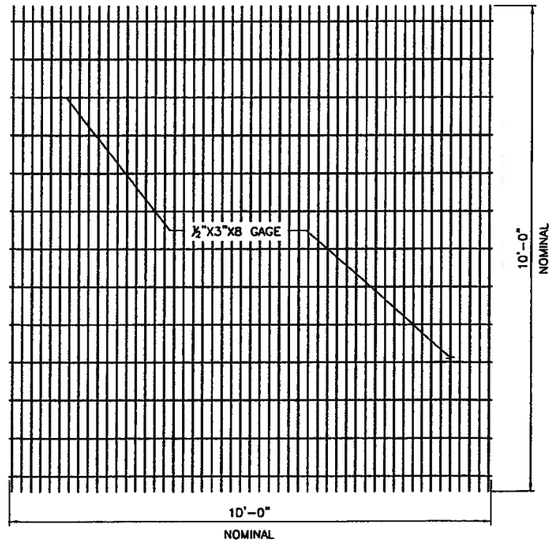
ANGLE IRON
SCALE: 1½" = 1'



SECTION B–B
SCALE: ¾" = 1'



ANGLE IRON FRAME
SCALE: ¾" = 1'



WELDED MESH
SCALE: ¾" = 1'

NOTE:

1. 1/2" X 3" X 8 GAGE WELDED MESH SHALL BE SECURFOR 358 BY BEKAERT OR APPROVED EQUAL.
2. STRUCTURAL STEEL TUBING (RECTANGULAR HSS) SHALL MEET ASTM A500 GRADE B (STRUCTURAL STEEL).
3. ALL WELDING SHALL BE IN ACCORDANCE WITH THE LATEST STRUCTURAL WELDING CODE AWS D1.1.
4. E70XX ELECTRODES SHALL BE USED FOR ALL WELDING.
5. WELD WELDED MESH TO ANGLE IRON FRAME PER MANUFACTURER RECOMMENDATIONS.
6. SEE "C07" SERIES SHEETS FOR ANTI–CLIMBING FENCE LOCATIONS.
7. THE ANTI–CLIMBING FENCE MAY NOT STRADDLE AN EXPANSION JOINT IN THE RETAINING WALL. IF THIS CONDITION IS ENCOUNTERED IN THE FIELD, THE CONTRACTOR IS TO CONTACT THE ENGINEER PRIOR TO INSTALLATION OF THE ANTI–CLIMBING FENCE.

Rev. No.	Description	Chk. By:	Date
B	ISSUED FOR CONSTRUCTION	R.S.	08-17-09

HCDD#1

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

DONNA RIVER LEVEE
IMPROVEMENT PROJECT
DHS SEGMENT O-8

FLAT SURFACE
ANTI-CLIMBING FENCE DETAILS

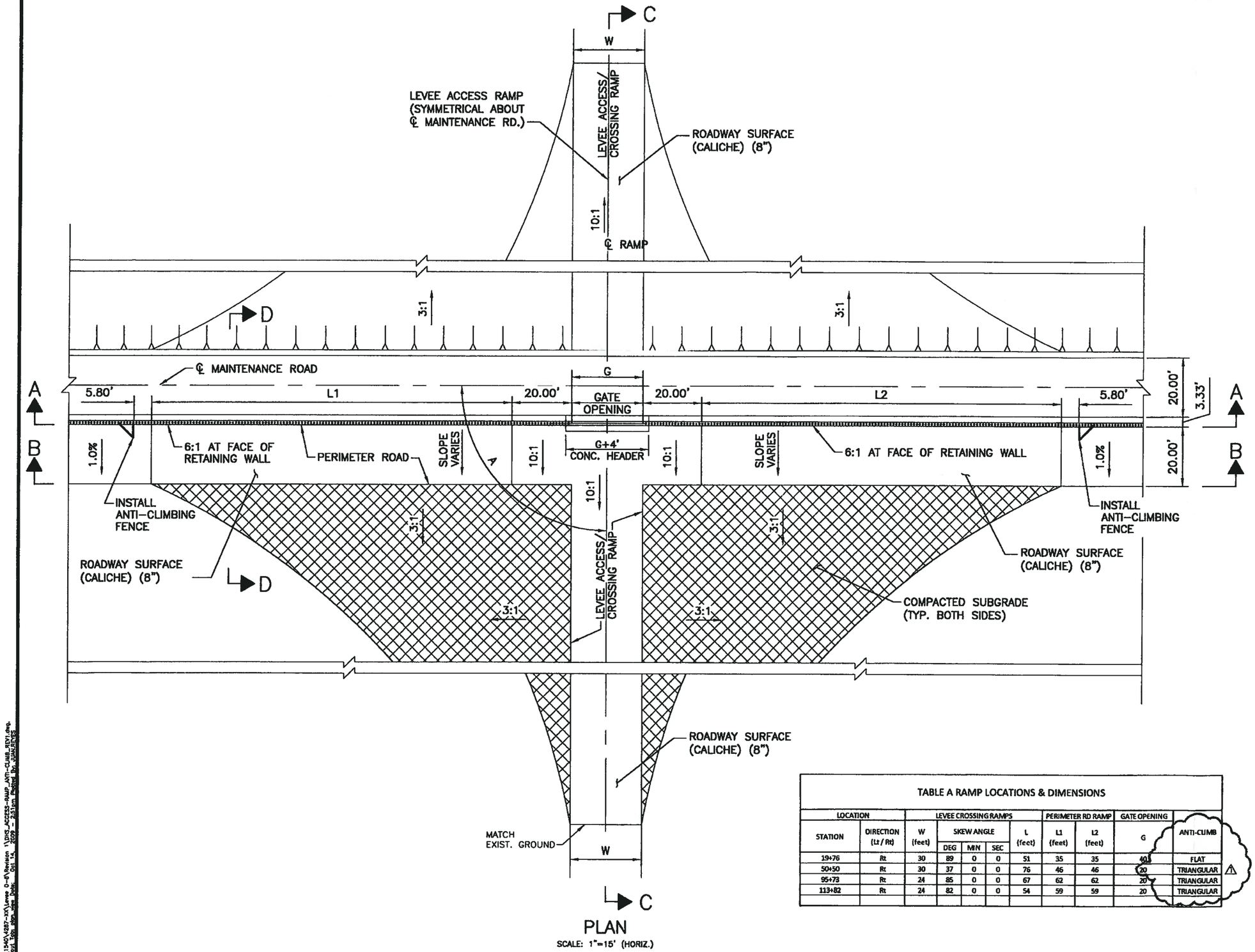
SHEET (1 OF 1)

STATE OF TEXAS — MICHEL S. MAKSOUD — 80838 — REGISTERED PROFESSIONAL ENGINEER

Michel S. Maksoud, P.E.
Date: 8-17-09

Project No.:	4410-03
Designed By:	R.D.S.
Drawn By:	J.R., H.R.V.
Checked By:	W.P.C.
Sheet No.:	S05-02

G:\1540\1287-00\Levee O-8\STRUCTURAL\S05-02 RWAC05.dwg
Layout: 24x36 ARCH E (640.00 x 914.40 mm) Date: Aug 19, 2009 — 3:39pm Plotted By: VICTOR GARZA



PLAN

SCALE: 1"=15' (HORIZ.)

NOTE:

1. FOR RAMP LOCATIONS SEE "C03" SERIES SHEETS.
2. FOR LEVEE CROSSING RAMP DIMENSIONS, SEE TABLE 'A' THIS SHEET.
3. CONTRACTOR MAY USE EXCAVATED CALICHE FOR CONSTRUCTION OF 8" CALICHE ROADWAY RIDING SURFACE.
4. FOR RETAINING WALL DETAILS, SEE "S01" SERIES SHEETS.
5. FOR BOLLARD DETAILS, SEE SERIES "S02" SHEETS.
6. FOR ANTI-CLIMBING FENCE, SEE SHEET S03-01.

TABLE A RAMP LOCATIONS & DIMENSIONS

LOCATION		LEVEE CROSSING RAMPS					PERIMETER RD RAMP		GATE OPENING	
STATION	DIRECTION (Lt / Rt)	W (feet)	SKEW ANGLE DEG	SKEW ANGLE MIN	SKEW ANGLE SEC	L (feet)	L1 (feet)	L2 (feet)	G	ANTI-CLIMB
19+76	Rt	30	89	0	0	51	35	35	40	FLAT
50+50	Rt	30	37	0	0	76	46	46	20	TRIANGULAR ⚠
95+73	Rt	24	85	0	0	67	62	62	20	TRIANGULAR
113+82	Rt	24	82	0	0	54	59	59	20	TRIANGULAR

Rev. No.	Description	Chk. By:	Date
B	ISSUED FOR CONSTRUCTION	R.S.	07-11-08
⚠	REVISED AS NOTED	R.S.	10-14-09

HCDD-1

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

DONNA RIVER LEVEE
IMPROVEMENT PROJECT
DHS SEGMENT O-8

LEVEE RAMP DETAILS (1 OF 3)

SHEET (1 OF 3)

STATE OF TEXAS
OMAR ANZALDUA, JR.
97249
LICENSED
PROFESSIONAL ENGINEER

Omar Anzaldua, Jr., P.E.
Date: 10-14-09

Project No.:	4410-03
Designed By:	O.A.
Drawn By:	H.R.V.
Checked By:	R.S.
Sheet No.:	C07-01

G:\1340\V4287-xx\Levee O-6\Revision 1\DHS_ACCESS-RAMP_ANTI-CLIMB_REV1.dwg, Layout: Tab, Plotted By: JUAN REYES, Oct 14, 2009 - 2:51pm

DANNENBAUM ENGINEERING COMPANY - McALLEN LLC
1109 NOLANA LOOP, SUITE 208 McALLEN, TEXAS 78504 (956) 682-3677

September 28, 2009
(Resubmitted October 26, 2009)

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

RE: Hidalgo County Levee Improvement Project – Work Authorization No. 3 & Associated Supplemental Agreements Submittal of Invoice 4287XXG/02/XV for DHS Segment O-4B (South Option – Levee Intake Crossing)

Dear Mr. Garza,

Dannenbaum is in receipt of your comment regarding Invoice 4287XXG/02/XV for the referenced project. You commented we need USIBWC's approval. We have not received their approval per say; however, we have received USIBWC's comments and are in the process of finalizing the plans. USIBWC's comments are minimal. (Please see the attached.)

Currently, we are awaiting the geotechnical report in order to finalize the structural portion of the drawings. We are only billing a percent of completion; however, we will not bill 100% until we receive the final approval from USIBWC.

Hence, we are resubmitting our invoice for your consideration. Enclosed please find Invoice 4287XXG/02/XV as referenced above for services pertaining to Work Authorization No. 3 and associated supplemental agreements for DHS Segment O-4B (South Option – Levee Intake Crossing).

The billing cycle is through August 31, 2009.

Total due this invoice is $22,646.57.

If you have any questions, please call our office.

Sincerely,

Louis H. Jones - ss

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

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

Sandra Spence

From: Omar Anzaldua
Sent: Tuesday, October 27, 2009 1:18 PM
To: Sandra Spence
Subject: FW: Edinburg Pump Intake Canal Crossing
Attachments: 10-003(a)-Letter Edinburg Pump Review Comments.doc.pdf

-----Original Message-----
From: Jose Nunez [mailto:josenunez@ibwc.gov]
Sent: Wednesday, October 07, 2009 5:36 PM
To: Godfrey Garza (E-mail)
Cc: Louis Jones; Omar Anzaldua; Raymundo Aguirre
Subject: Edinburg Pump Intake Canal Crossing

Godfrey:

Please find attached an advanced copy of the USIBWC's letter dated October 6, 2009, which outlines the comments generated during the review of subject project; referred by DHS as Segment O-4B. A hard copy of this letter should be forthcoming shortly in the mail.

If you have any questions, please call Dr. Raymundo Aguirre at (915) 832-4742. Regards,

José A. Nuñez, P.E.
Supervisory Civil Engineer
International Boundary and Water Commission United States and Mexico, U.S. Section
4171 North Mesa, C-100
El Paso, Texas 79902-1441
Telephone: (915) 832-4710
Cell: (915) 433-0680
FAX: (915) 832-4179
josenunez@ibwc.gov

INTERNATIONAL BOUNDARY AND WATER COMMISSION
UNITED STATES AND MEXICO

OFFICE OF THE COMMISSIONER
UNITED STATES SECTION

October 6, 2009

Godfrey Garza
Flood Plain Manager
Hidalgo County Drainage District No. 1
902 N. Doolittle
Edinburg, Texas 78541

SUBJECT: Levee Improvements Project, Edinburg Pump Intake Canal Crossing, Lower Rio Grande Flood Control Project

The United States Section of the International Boundary and Water Commission (USIBWC) has completed its review of the 95% design plans, which were prepared by Dannenbaum Engineering Company (Dannenbaum) for subject project. Listed below are the comments generated by the USIBWC during the review of the drawings provided.

1. *Sheet C01-01* – The direction for Section A-A on this sheet is not in agreement with the drawing presented on Sheet C01-02. One of these needs to be rotated 180 degrees. Revise accordingly.

2. *Sheet C01-01* – Cross Section C-C on this sheet does not cover the same extent as the drawing presented on Sheet C01-03. Revise to make them compatible.

3. *Sheet C01-02* – See comment above on Section A-A.

4. *Sheet C01-03* – See comment above on Section C-C.

5. *Sheet C01-03* – On Section D-D, the gate, stem and hand wheel should be on the opposite side of the gatewell. Revise accordingly.

6. *Sheets C02-03 through C02-06* – The elevation labels on all cross sections do not coincide with horizontal grid lines. Revise to have these coincide.

7. *Sheet C02-03* – On Cross Section 51+00, the cross-slope from the top of the wall to the left appears to be excessive for the roadway. Revise as needed.

8. *Sheet C02-04* – On Cross Section 54+50, there should be culverts shown within the intake channel. Revise accordingly.

9. *Sheet C02-05* – On Cross Sections 55+00 through 56+00, there should be culverts shown within the intake channel. Revise accordingly.

10. *Sheet C03-04* – Alignment "C" apparently depicts a swale that would drain into the intake channel. If this is the case, USIBWC requests that scour protection be provided from the end of the swale to the bank of the canal? Revise to show scour protection.

11. *Sheet C03-04* – The caption at the bottom of the plan view calls this Alignment "B." If this is not correct, revise as needed.

12. *Sheet C03-06* – Same as comment above regarding the end of the swale shown in this drawing.

13. *Sheet C03-07* – The caption at the bottom of the plan view for Alignment "D" calls this Alignment "B." If this is not correct, revise as needed.

14. *Sheet C04-01* – In title block, the word "ENLARGED" is misspelled. Revise as needed.

15. *Sheet C04-02* – Inset "A" shows bollards in the full length of the elements shown. Sheet D01-01 shows bollards to be removed in the 389 foot length (in Inset "A", no bollards on the inclined element, to the left of the joint of the horizontal and inclined elements). Revise accordingly.

16. *Sheet C05-02* – The two cross sections at top of sheet are not labeled or referenced. Revise as needed.

17. *Sheet C05-03* – The two cross sections on the right of sheet are not labeled or referenced. Also, the bollard foundation is 8 feet high only on part of its length. Revise as needed.

18. *Sheet C05-04* – The cross section at top left of sheet is not labeled or referenced. Revise as needed.

19. *Sheet C07-03* – Section A-A does not show intermediate walls above the culverts. Is this how the gatewells are meant to be designed? If not, revise as needed.

20. *Sheet C07-03* – In title block, the word "SECTIONS" is misspelled. Revise as needed.

21. *Sheet C07-04* – In Section B-B, the gate, stem and hand wheel should be on the opposite side of the gatewell. Revise accordingly.

22. *Sheet C07-04* – In Inset "B", the bollard foundation height should be 11 feet. Revise accordingly.

23. *Sheet C07-04* – In title block, the word "SECTIONS" is misspelled. Revise as needed.

24. *Sheet D01-01* – Legend at top right shows two blank rectangles. Revise as needed.

25. *Sheet S01-01* – Is there a wall dimension table on any other sheet? If not, please include one.

26. *Sheet S02-01* – The bollard foundation wall is shown as 8 fee. and 11 feet in Sheet C03-03. Revise as needed.

27. *Sheet S05-01* – Is there a culvert reinforcement table on any other sheet? If not, please include one.

28. *Sheet M01-01* – Does this or any other sheet include details for the culvert gates? If not, please include.

29. *Sheet M01-02* – Is the grating shown actually for the intake channel culvert? All details show a circular pipe. In any case, if the grating is proposed for the intake channel culvert, it is something that USIBWC did not anticipate having. The grating may bring on certain issues that we would need to discuss with Department of Homeland Security and the HCDD #1.

Please provide a written response for each of the comments made. Each response should clearly state the action that will be taken to correct the deficiency identified. It is imperative that if the designer and/or the Hidalgo County Drainage District No. 1 does not agree with the comment made by the USIBWC that revisions are warranted, then it must state the reason(s) why.

It is important to note that this letter does not constitute approval to proceed with the solicitation and associated award of the construction contract for this project. If you have any questions, please call Dr. Raymundo Aguirre at (915) 832-4742.

Sincerely,

Jose A. Nuñez, P.E.
Division Engineer
Engineering Services Division

cc: Alejandro C. Flores, P.E.
Senior Project Manager
Dannenbaum Engineering Company
3100 West Alabama
Houston, Texas 77098-2094

Scott Recinos
U.S. Customs and Border Protection
1301 Constitution Avenue NW
West Building, B-155
Washington, DC 20229

DANNENBAUM ENGINEERING COMPANY - MCALLEN LLC
1109 NOLANA LOOP, SUITE 208 McALLEN, TEXAS 78504 (956) 682-3677

September 28, 2009

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

RE: Hidalgo County Levee Improvement Project – Work Authorization No. 3 & Associated Supplemental Agreements Submittal of Invoice 4287XXG/02/XV for DHS Segment O-4B (South Option – Levee Intake Crossing)

Dear Mr. Garza,

Enclosed please find Invoice 4287XXG/02/XV as referenced above for services pertaining to Work Authorization No. 3 and associated supplemental agreements for DHS Segment O-4B (South Option – Levee Intake Crossing). We have included a copy of the plans as deliverables to support our invoice.

The billing cycle is through August 31, 2009.

Total due this invoice is $22,646.57.

If you have any questions, please call our office.

Sincerely,

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

Need copy of Approval from IBWC
GG

HIDALGO COUNTY
SEP 29 2009
DRAINAGE DISTRICT #1

OCT 6 2009
DRAINAGE DISTRICT #1

DANNENBAUM ENGINEERING COMPANY - MCALLEN, LLC
1109 Nolana Loop, Suite 208, McAllen, Texas 78504

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
MONTHLY PROGRESS PAYMENT INVOICE
FOR PROFESSIONAL SERVICES

(INVOICE FORMAT REVISED AUGUST 2006)
INVOICE NO. 4287XXG/02/XV
INVOICE PERIOD: Thru August 2009

September 25, 2009
LEVEE IMPROVEMENT PROJECT
WORK AUTHORIZATION NO. 3 AND SA NO. 21
DEC PROJECT NUMBER: 4287-03 (DHS SEGMENT 0-4B) (SOUTH OPTION - LEVEE INTAKE CROSSING)
PURCHASE ORDER NUMBERS:

DESCRIPTION OF WORK TASK	TYPE OF SERVICE	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING	REMAINING AMOUNT
WORK AUTHORIZATION NO. 3 (SA NO. 21)							
PRELIMINARY ENGINEERING (DHS SEGMENT O-4B) (LEVEE WALL EXTENSION) (SOUTH OPTION - LEVEE INTAKE CROSSING)							
PROJECT STARTUP AND COORDINATION							
Coordination with the County	BASIC	$0.00	0.00%	$0.00	$0.00	$0.00	$0.00
Coordination with Utilities and Irrigation Districts	BASIC	$0.00	0.00%	$0.00	$0.00	$0.00	$0.00
Coordination with State and Federal Agencies	BASIC	$0.00	0.00%	$0.00	$0.00	$0.00	$0.00
		$0.00	#DIV/0!	$0.00	$0.00	$0.00	$0.00
DATA GATHERING AND DESIGN CRITERIA							
Collect and Review Data	BASIC	$0.00	0.00%	$0.00	$0.00	$0.00	$0.00
Coordinte Field Survey	BASIC	$0.00	0.00%	$0.00	$0.00	$0.00	$0.00
Develop Project Criteria	BASIC	$0.00	0.00%	$0.00	$0.00	$0.00	$0.00
Client Conference Review Meeting	BASIC	$0.00	0.00%	$0.00	$0.00	$0.00	$0.00
		$0.00	0.00%	$0.00	$0.00	$0.00	$0.00
PRELIMINARY ENGINEERING							
Confirm Route / Develop Project Layout	BASIC	$0.00	0.00%	$0.00	$0.00	$0.00	$0.00
Determine Typical Sections and Prelim Design	BASIC	$0.00	0.00%	$0.00	$0.00	$0.00	$0.00
Preliminary Quantity Takeoff and Opinion of Cost	BASIC	$0.00	0.00%	$0.00	$0.00	$0.00	$0.00
Prepare 30% Schematics	BASIC	$0.00	0.00%	$0.00	$0.00	$0.00	$0.00
		$0.00	#DIV/0!	$0.00	$0.00	$0.00	$0.00
TOTAL PRELIMINARY ENGINEERING (DHS SEG O-4B)(SOUTH OPTION - LEVEE INTAKE CROSSING)		**$0.00**	**#DIV/0!**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
FINAL DESIGN (DHS SEGMENT 0-4B) - LEVEE WALL EXTENSION (SOUTH OPTION - LEVEE INTAKE CROSSING)							
Project Startup and Coordination							
Coordination with the County	BASIC	$13,726.73	95.00%	$13,040.39	$12,354.06	$686.33	$686.34
Coordination with Utilities and Irrigation Districts	BASIC	$8,857.77	95.00%	$8,414.88	$7,971.99	$442.89	$442.89
Coordination with State and Federal Agencies	BASIC	$10,070.08	95.00%	$9,566.58	$9,063.07	$503.51	$503.50
		$32,654.58	95.00%	$31,021.85	$29,389.12	$1,632.73	$1,632.73
90% Plans							
Final General Plan Sheets	BASIC	$26,114.62	100.00%	$26,114.62	$23,503.16	$2,611.46	$0.00
Final Plan/Profile Sheets	BASIC	$30,431.38	100.00%	$30,431.38	$27,388.24	$3,043.14	$0.00
Final Details and Typical Section Sheets	BASIC	$34,572.39	100.00%	$34,572.39	$31,115.15	$3,457.24	$0.00
Final Specifications	BASIC	$34,067.36	100.00%	$34,067.36	$30,660.62	$3,406.74	$0.00
Final Quantities and Opinion of Cost	BASIC	$12,970.93	100.00%	$12,970.93	$11,673.84	$1,297.09	$0.00
Client Conference/ Review Meeting	BASIC	$17,064.34	100.00%	$17,064.34	$15,357.91	$1,706.43	$0.00
		$155,221.02	100.00%	$155,221.02	$139,698.92	$15,522.10	$0.00
Final Plans							
Final General Plan Sheets	BASIC	$14,478.18	95.00%	$13,754.27	$13,030.36	$723.91	$723.91
Final Plan/Profile Sheets	BASIC	$25,008.86	95.00%	$23,758.42	$22,507.97	$1,250.45	$1,250.44
Final Details and Typical Section Sheets	BASIC	$23,868.07	95.00%	$22,674.67	$21,481.26	$1,193.41	$1,193.40
Final Specifications	BASIC	$14,497.95	95.00%	$13,773.05	$13,048.16	$724.89	$724.90
Final Quantities and Opinion of Cost	BASIC	$11,090.68	95.00%	$10,536.15	$9,981.61	$554.54	$554.53
Client Conference/ Review Meeting	BASIC	$7,552.70	95.00%	$7,175.07	$6,797.43	$377.64	$377.63
		$96,496.44	95.00%	$91,671.63	$86,846.79	$4,824.84	$4,824.81
Direct Expenses		**$4,446.00**	90.00%	$4,001.40	$3,334.50	$666.90	$444.60
TOTAL FINAL DESIGN (DHS SEG O-4B) (SOUTH OPTION - LEVEE INTAKE CROSSING)		**$288,818.04**	**97.61%**	**$281,915.90**	**$259,269.33**	**$22,646.57**	**$6,902.14**
BID / CONST ADMIN PHASE (DHS SEGMENT 0-4B) - LEVEE WALL EXTENSION (SOUTH OPTION - LEVEE INTAKE CROSSING)							
Assist USIBWC with Bid Phase Engineering							
Attend USIBWC / Client Conference	BASIC	$470.68	0.00%	$0.00	$0.00	$0.00	$470.68
Answer Contractor Questions	BASIC	$1,303.10	0.00%	$0.00	$0.00	$0.00	$1,303.10
		$1,773.78	0.00%	$0.00	$0.00	$0.00	$1,773.78
Construction Phase Engineering							
Attend and/or Assist with Preconstruction Conference	BASIC	$468.56	0.00%	$0.00	$0.00	$0.00	$468.56
Shop Drawing Review	BASIC	$11,703.80	0.00%	$0.00	$0.00	$0.00	$11,703.80
Site Visits	BASIC	$2,171.82	0.00%	$0.00	$0.00	$0.00	$2,171.82
Interpretations and Clarification	BASIC	$13,851.69	0.00%	$0.00	$0.00	$0.00	$13,851.69
Assist USIBWC with Change Orders	BASIC	$10,622.77	0.00%	$0.00	$0.00	$0.00	$10,622.77
Record As Built Drawings	BASIC	$7,543.92	0.00%	$0.00	$0.00	$0.00	$7,543.92
		$46,362.56	0.00%	$0.00	$0.00	$0.00	$46,362.56
TOTAL BID / CONST ADMIN PHASE (DHS SEG O-4B) (SOUTH OPTION - LEVEE INTAKE CROSSING)		**$48,136.34**	**0.00%**	**$0.00**	**$0.00**	**$0.00**	**$48,136.34**
SUBTOTAL PRELIM ENG / FINAL DESIGN / BID-CONST PHASE (DHS SEG O-4B)(SOUTH OPTION - LEVEE INTAKE CROSSING)		**$336,954.38**	**83.67%**	**$281,915.90**	**$259,269.33**	**$22,646.57**	**$55,038.48**
SPECIAL SERVICES							
CONSTRUCTION / INSPECTION PHASE FOR DHS SEG O-4B(SOUTH OPTION - LEVEE INTAKE CROSSING) WILL BE ADDRESSED BY THE USIBWC							
GRAND TOTAL FOR (DHS SEG O-4B) (SOUTH OPTION - LEVEE INTAKE CROSSING)		**$336,954.38**	**83.67%**	**$281,915.90**	**$259,269.33**	**$22,646.57**	**$55,038.48**

TOTAL AMOUNT DUE THIS INVOICE FOR WA NO. 3 (DHS SEG 0-4B) - LEVEE WALL EXTENSION SOUTH OPTION - LEVEE INTAKE CROSSING **$22,646.57**

4287/XX/LHJ

DANNENBAUM ENGINEERING COMPANY - MCALLEN LLC
1109 NOLANA LOOP, SUITE 208 McALLEN, TEXAS 78504 (956) 682-3677

October 26, 2009

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

RE: Hidalgo County Levee Improvement Project – Work Authorization No. 3 & Associated Supplemental Agreements Submittal of Invoice 4287XXG/03/XV for DHS Segment O-4B (South Option – Levee Intake Crossing)

Dear Mr. Garza,

Enclosed please find Invoice 4287XXG/03/XV as referenced above for services pertaining to Work Authorization No. 3 and associated supplemental agreements for DHS Segment O-4B (South Option – Levee Intake Crossing).

The billing cycle is through September 30, 2009.

Total due this invoice is $1,632.73.

If you have any questions, please call our office.

Sincerely,

Louis H. Jones-ss

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

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

HIDALGO COUNTY
OCT 28 2009
DRAINAGE DISTRICT #1

DANNENBAUM ENGINEERING COMPANY - MCALLEN, LLC
1109 Nolana Loop, Suite 208, McAllen, Texas 78504

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
MONTHLY PROGRESS PAYMENT INVOICE
FOR PROFESSIONAL SERVICES

October 26, 2009
LEVEE IMPROVEMENT PROJECT
WORK AUTHORIZATION NO. 3 AND SA NO. 21
DEC PROJECT NUMBER: 4287-03 (DHS SEGMENT 0-4B) (SOUTH OPTION - LEVEE INTAKE CROSSING)
PURCHASE ORDER NUMBERS:

(INVOICE FORMAT REVISED AUGUST 2008)
INVOICE NO.: 4287XXG/03/XV
INVOICE PERIOD: Thru September 2009

DESCRIPTION OF WORK TASK	TYPE OF SERVICE	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING	REMAINING AMOUNT
WORK AUTHORIZATION NO. 3 (SA NO. 21)							
PRELIMINARY ENGINEERING (DHS SEGMENT 0-4B) (LEVEE WALL EXTENSION) (SOUTH OPTION - LEVEE INTAKE CROSSING)							
PROJECT STARTUP AND COORDINATION							
Coordination with the County	BASIC	$0.00	0.00%	$0.00	$0.00	$0.00	$0.00
Coordinaiton with Utilities and Irrigation Districts	BASIC	$0.00	0.00%	$0.00	$0.00	$0.00	$0.00
Coordination with State and Federal Agencies	BASIC	$0.00	0.00%	$0.00	$0.00	$0.00	$0.00
		$0.00	0.00%	$0.00	$0.00	$0.00	$0.00
DATA GATHERING AND DESIGN CRITERIA							
Collect and Review Data	BASIC	$0.00	0.00%	$0.00	$0.00	$0.00	$0.00
Coordinte Field Survey	BASIC	$0.00	0.00%	$0.00	$0.00	$0.00	$0.00
Develop Project Criteria	BASIC	$0.00	0.00%	$0.00	$0.00	$0.00	$0.00
Client Conference Review Meeting	BASIC	$0.00	0.00%	$0.00	$0.00	$0.00	$0.00
		$0.00	0.00%	$0.00	$0.00	$0.00	$0.00
PRELIMINARY ENGINEERING							
Confirm Route / Develop Project Layout	BASIC	$0.00	0.00%	$0.00	$0.00	$0.00	$0.00
Determine Typical Sections and Prelim Design	BASIC	$0.00	0.00%	$0.00	$0.00	$0.00	$0.00
Preliminary Quantify Takeoff and Opinion of Cost	BASIC	$0.00	0.00%	$0.00	$0.00	$0.00	$0.00
Prepare 30% Schematics	BASIC	$0.00	0.00%	$0.00	$0.00	$0.00	$0.00
		$0.00	0.00%	$0.00	$0.00	$0.00	$0.00
TOTAL PRELIMINARY ENGINEERING (DHS SEG O-4B)(SOUTH OPTION - LEVEE INTAKE CROSSING)		**$0.00**	**#DIV/0!**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
FINAL DESIGN (DHS SEGMENT 0-4B) - LEVEE WALL EXTENSION (SOUTH OPTION - LEVEE INTAKE CROSSING)							
Project Startup and Coordination							
Coordination with the County	BASIC	$13,726.73	100.00%	$13,726.73	$13,040.39	$686.34	$0.00
Coordinaiton with Utilities and Irrigation Districts	BASIC	$8,857.77	100.00%	$8,857.77	$8,414.88	$442.89	$0.00
Coordination with State and Federal Agencies	BASIC	$10,070.08	100.00%	$10,070.08	$9,566.58	$503.50	$0.00
		$32,654.58	100.00%	$32,654.58	$31,021.85	$1,632.73	$0.00
90% Plans							
Final General Plan Sheets	BASIC	$26,114.62	100.00%	$26,114.62	$26,114.62	$0.00	$0.00
Final Plan/Profile Sheets	BASIC	$30,431.38	100.00%	$30,431.38	$30,431.38	$0.00	$0.00
Final Details and Typical Section Sheets	BASIC	$34,572.39	100.00%	$34,572.39	$34,572.39	$0.00	$0.00
Final Specifications	BASIC	$34,067.36	100.00%	$34,067.36	$34,067.36	$0.00	$0.00
Final Quantities and Opinion of Cost	BASIC	$12,970.93	100.00%	$12,970.93	$12,970.93	$0.00	$0.00
Client Conference/ Review Meeting	BASIC	$17,064.34	100.00%	$17,064.34	$17,064.34	$0.00	$0.00
		$155,221.02	100.00%	$155,221.02	$155,221.02	$0.00	$0.00
Final Plans							
Final General Plan Sheets	BASIC	$14,478.18	95.00%	$13,754.27	$13,754.27	$0.00	$723.91
Final Plan/Profile Sheets	BASIC	$25,008.86	95.00%	$23,758.42	$23,758.42	$0.00	$1,250.44
Final Details and Typical Section Sheets	BASIC	$23,868.07	95.00%	$22,674.67	$22,674.67	$0.00	$1,193.40
Final Specifications	BASIC	$14,497.95	95.00%	$13,773.05	$13,773.05	$0.00	$724.90
Final Quantities and Opinion of Cost	BASIC	$11,090.68	95.00%	$10,536.15	$10,536.15	$0.00	$554.53
Client Conference/ Review Meeting	BASIC	$7,552.70	95.00%	$7,175.07	$7,175.07	$0.00	$377.63
		$96,496.44	95.00%	$91,671.63	$91,671.63	$0.00	$4,824.81
Direct Expenses		**$4,446.00**	**90.00%**	**$4,001.40**	**$4,001.40**	**$0.00**	**$444.60**
TOTAL FINAL DESIGN (DHS SEG O-4B) (SOUTH OPTION - LEVEE INTAKE CROSSING)		**$288,818.04**	**98.18%**	**$283,548.63**	**$281,915.90**	**$1,632.73**	**$5,269.41**
BID / CONST ADMIN PHASE (DHS SEGMENT 0-4B) - LEVEE WALL EXTENSION (SOUTH OPTION - LEVEE INTAKE CROSSING)							
Assist USIBWC with Bid Phase Engineering							
Attend USIBWC / Client Conference	BASIC	$470.68	0.00%	$0.00	$0.00	$0.00	$470.68
Answer Contractor Questions	BASIC	$1,303.10	0.00%	$0.00	$0.00	$0.00	$1,303.10
		$1,773.78	0.00%	$0.00	$0.00	$0.00	$1,773.78
Construction Phase Engineering							
Attend and/or Assist with Preconstruction Conference	BASIC	$468.56	0.00%	$0.00	$0.00	$0.00	$468.56
Shop Drawing Review	BASIC	$11,703.80	0.00%	$0.00	$0.00	$0.00	$11,703.80
Site Visits	BASIC	$2,171.82	0.00%	$0.00	$0.00	$0.00	$2,171.82
Interpretations and Clarification	BASIC	$13,851.69	0.00%	$0.00	$0.00	$0.00	$13,851.69
Assist USIBWC with Change Orders	BASIC	$10,622.77	0.00%	$0.00	$0.00	$0.00	$10,622.77
Record As Built Drawings	BASIC	$7,543.92	0.00%	$0.00	$0.00	$0.00	$7,543.92
		$46,362.56	0.00%	$0.00	$0.00	$0.00	$46,362.56
TOTAL BID / CONST ADMIN PHASE (DHS SEG O-4B) (SOUTH OPTION - LEVEE INTAKE CROSSING)		**$48,136.34**	**0.00%**	**$0.00**	**$0.00**	**$0.00**	**$48,136.34**
SUBTOTAL PRELIM ENG / FINAL DESIGN / BID-CONST PHASE (DHS SEG O-4B)(SOUTH OPTION - LEVEE INTAKE CROSSING)		**$336,954.38**	**84.15%**	**$283,548.63**	**$281,915.90**	**$1,632.73**	**$53,405.75**
SPECIAL SERVICES CONSTRUCTION / INSPECTION PHASE FOR DHS SEG O-4B(SOUTH OPTION - LEVEE INTAKE CROSSING) WILL BE ADDRESSED BY THE USIBWC							
GRAND TOTAL FOR (DHS SEG O-4B) (SOUTH OPTION - LEVEE INTAKE CROSSING)		**$336,954.38**	**84.15%**	**$283,548.63**	**$281,915.90**	**$1,632.73**	**$53,405.75**
TOTAL AMOUNT DUE THIS INVOICE FOR WA NO. 3 (DHS SEG 0-4B) - LEVEE WALL EXTENSION SOUTH OPTION - LEVEE INTAKE CROSSING						**$1,632.73**	

4287/XX/LHJ

HIDALGO COUNTY
OCT 28 2009
DRAINAGE DISTRICT #1

DANNENBAUM ENGINEERING COMPANY - MCALLEN LLC
1109 NOLANA LOOP, SUITE 208 McALLEN, TEXAS 78504 (956) 682-3677

October 26, 2009

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

RE: Hidalgo County Levee Improvement Project –Invoice 441001/20/XV for Work Authorization No. 5 & Associated Supplemental Agreements

Dear Mr. Garza,

Enclosed please find our Invoice 441001/20/XV for services performed on the Hidalgo County Levee Improvement Project DHS Seg 0-5 for your review and approval. We have included a copy of the contractor's pay request to support our invoice.

The billing cycle is through September 30, 2009.

Total due this invoice is $1,285.27. ok

If you have any questions, please call our office.

Sincerely,

Louis H. Jones - ss

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

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

HIDALGO
OCT 28 2009
DRAINAGE DISTRICT #1

G:\1540\4410-01\Invoices\Ltr Inv 20 (102609).docx

DANNENBAUM ENGINEERING COMPANY - MCALLEN, LLC
1109 Nolana Loop, Suite 208, McAllen, Texas 78504

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
MONTHLY PROGRESS PAYMENT INVOICE
FOR PROFESSIONAL SERVICES

(INVOICE FORMAT REVISED MAY 2008)
(Invoice No. 441001/01/XV and Invoice 441001/02/XV included in Invoice 4287xx and 4410xx/10/XV and Invoice 4287xx and 4410xx/11/XV

October 26, 2009
LEVEE IMPROVEMENT PROJECT
WORK AUTHORIZATION NO. 5 AND SA NO. 1 , SA NO. 2, SA NO.3 AND SA NO. 4 TO WA NO. 5
DEC PROJECT NUMBER: 4410-01
PURCHASE ORDER NUMBERS: 610406, 610408, 610409

INVOICE NUMBER: 441001/20/XV
INVOICE PERIOD: Thru September 2009

DESCRIPTION OF WORK TASK	TYPE OF SERVICE	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING	REMAINING AMOUNT
BASIC SERVICES - TO WORK AUTHORIZATION NO. 5							
CONCRETE FLOOD PROTECTION STRUCTURE DHS SEGMENT 0-5 (1.76 MILES)							
WITHIN INTERIOR NORTH LEVEE FROM ANZALDUAS DAM 1.76 MILES TO EAST SIDE OF GRANJENO,TEXAS							
PARTIAL PRELIMINARY ENGINEERING - DHS SEGMENT 0-5 (1.76 Miles)							
Partial Project Startup and Coordination							
Partial Coordination with the County/DHS/USIBWC	BASIC	$6,476.04	100.00%	$6,476.04	$6,476.04	$0.00	$0.00
Partial Coordinaiton with Utilities and Irrigation Districts	BASIC	$6,746.68	100.00%	$6,746.68	$6,746.68	$0.00	$0.00
Partial Coordination with State and Federal Agencies	BASIC	$2,777.29	100.00%	$2,777.29	$2,777.29	$0.00	$0.00
		$16,000.01	100.00%	$16,000.01	$16,000.01	$0.00	$0.00
Partial Data Gathering Design Critieria							
Partial Collect and Review County /USIBWC Data / DHS	BASIC	$1,208.21	100.00%	$1,208.21	$1,208.21	$0.00	$0.00
Partial Visit Site with Client Representatives	BASIC	$828.03	100.00%	$828.03	$828.03	$0.00	$0.00
Partial Review Existing Studies	BASIC	$2,052.36	100.00%	$2,052.36	$2,052.36	$0.00	$0.00
Partial Develop Project Criteria	BASIC	$1,994.37	100.00%	$1,994.37	$1,994.37	$0.00	$0.00
Partial Client Conference Review Meeting	BASIC	$1,253.33	100.00%	$1,253.33	$1,253.33	$0.00	$0.00
		$7,336.30	100.00%	$7,336.30	$7,336.30	$0.00	$0.00
Partial Preliminary Engineering							
Partial Confirm Route / Develop Project Layout	BASIC	$2,719.29	100.00%	$2,719.29	$2,719.29	$0.00	$0.00
Partial Review / Confirm Basic Hydrology / Hydraulics (USIBWC)	BASIC	$1,878.37	100.00%	$1,878.37	$1,878.37	$0.00	$0.00
Partial Determine Typical Sections and Prelim Design	BASIC	$3,811.52	100.00%	$3,811.52	$3,811.52	$0.00	$0.00
Partial Review / Confirm Hydraulic Model (USIBWC)	BASIC	$3,254.13	100.00%	$3,254.13	$3,254.13	$0.00	$0.00
Partial Preliminary Quantify Takeoff and Opinion of Cost	BASIC	$1,514.29	100.00%	$1,514.29	$1,514.29	$0.00	$0.00
Partial Analysis of Three Structural Wall Alternatives/Report	BASIC	$2,277.89	100.00%	$2,277.89	$2,277.89	$0.00	$0.00
		$15,455.49	100.00%	$15,455.49	$15,455.49	$0.00	$0.00
O 610406 SUBTOTAL		**$38,791.80**	**100.00%**	**$38,791.80**	**$38,791.80**	**$0.00**	**$0.00**
REMAINING PRELIMINARY ENGINEERING (DHS SEGMENT NO 0-5)(1.76 Miles) - (S.A. NO. 3 TO WA NO. 5)							
Remaining Project Startup and Coordination							
Coordination with the County/DHS/USIBWC	BASIC	$8,028.83	100.00%	$8,028.83	$8,028.83	$0.00	$0.00
Coordinaiton with Utilities and Irrigation Districts	BASIC	$2,192.61	100.00%	$2,192.61	$2,192.61	$0.00	$0.00
Coordination with State and Federal Agencies	BASIC	$4,224.00	100.00%	$4,224.00	$4,224.00	$0.00	$0.00
		$14,445.44	**100.00%**	$14,445.44	$14,445.44	$0.00	$0.00
Remaining Data Gathering / Design Criteria							
Collect and Review County /USIBWC Data / DHS	BASIC	$4,224.00	100.00%	$4,224.00	$4,224.00	$0.00	$0.00
Visit Site with Client Representatives	BASIC	$4,224.00	100.00%	$4,224.00	$4,224.00	$0.00	$0.00
Coordinate Field Survey	BASIC	$1,779.88	100.00%	$1,779.88	$1,779.88	$0.00	$0.00
Review Existing Studies	BASIC	$1,863.72	100.00%	$1,863.72	$1,863.72	$0.00	$0.00
Develop Project Criteria	BASIC	$4,224.00	100.00%	$4,224.00	$4,224.00	$0.00	$0.00
Client Conference Review Meeting	BASIC	$5,610.51	100.00%	$5,610.51	$5,610.51	$0.00	$0.00
		$21,926.12	**100.00%**	$21,926.12	$21,926.12	$0.00	$0.00
Remaining Preliminary Engineering							
Confirm Route / Develop Project Layout	BASIC	$13,929.53	100.00%	$13,929.53	$13,929.53	$0.00	$0.00
Review / Confirm Basic Hydrology / Hydraulics (USIBWC)	BASIC	$7,287.21	100.00%	$7,287.21	$7,287.21	$0.00	$0.00
Determine Typical Sections and Prelim Design	BASIC	$10,608.37	100.00%	$10,608.37	$10,608.37	$0.00	$0.00
Review / Confirm Hydraulic Model (USIBWC)	BASIC	$3,643.61	100.00%	$3,643.61	$3,643.61	$0.00	$0.00
Preliminary Quantify Takeoff and Opinion of Cost	BASIC	$5,320.31	100.00%	$5,320.31	$5,320.31	$0.00	$0.00
Prepare 30% Schematics	BASIC	$66,471.61	100.00%	$66,471.61	$66,471.61	$0.00	$0.00
		$107,260.64	**100.00%**	$107,260.64	$107,260.64	$0.00	$0.00
Other Direct Cost	BASIC	$11,535.00	100.00%	$11,535.00	$11,535.00	$0.00	$0.00
O 610908 SUBTOTAL		**$155,167.20**	**100.00%**	**$155,167.20**	**$155,167.20**	**$0.00**	**$0.00**
FINAL DESIGN (S.A. NO. 3 TO WA NO. 5) - DHS SEGMENT 0-5							
Project Startup and Coordination							
Coordination with the County/DHS/USIBWC	BASIC	$17,064.36	100.00%	$17,064.36	$17,064.36	$0.00	$0.00
Coordinaiton with Utilities and Irrigation Districts	BASIC	$15,806.78	100.00%	$15,806.78	$15,806.78	$0.00	$0.00
Coordination with State and Federal Agencies	BASIC	$8,061.40	100.00%	$8,061.40	$8,061.40	$0.00	$0.00
		$40,932.54	**100.00%**	$40,932.54	$40,932.54	$0.00	$0.00

HIDALGO COUNTY
OCT 28 2009
DRAINAGE DISTRICT #1

DESCRIPTION OF WORK TASK	TYPE OF SERVICE	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING	REMAINING AMOUNT
90 % Plans							
Final General Plan Sheets	BASIC	$29,079.06	100.00%	$29,079.06	$29,079.06	$0.00	$0.00
Final Plan/Profile Sheets	BASIC	$32,619.63	100.00%	$32,619.63	$32,619.63	$0.00	$0.00
Final Drainage Sheets	BASIC	$39,823.29	100.00%	$39,823.29	$39,823.29	$0.00	$0.00
Final Detail And Typical Section Sheets	BASIC	$38,797.88	100.00%	$38,797.88	$38,797.88	$0.00	$0.00
Final SWPPP Sheets	BASIC	$30,878.37	100.00%	$30,878.37	$30,878.37	$0.00	$0.00
Final Specifications	BASIC	$29,762.67	100.00%	$29,762.67	$29,762.67	$0.00	$0.00
Final Quantities and Opinion of Cost	BASIC	$25,899.65	100.00%	$25,899.65	$25,899.65	$0.00	$0.00
Client Conference/Review Meeting	BASIC	$22,107.57	100.00%	$22,107.57	$22,107.57	$0.00	$0.00
		$248,968.13	100.00%	$248,968.13	$248,968.13	$0.00	$0.00
Final Plans							
Final General Plan Sheets	BASIC	$18,444.47	100.00%	$18,444.47	$18,444.47	$0.00	$0.00
Final Plan/Profile Sheets	BASIC	$18,444.47	100.00%	$18,444.47	$18,444.47	$0.00	$0.00
Final Drainage Sheets	BASIC	$10,028.38	100.00%	$10,028.38	$10,028.38	$0.00	$0.00
Final Details and Typical Section Sheets	BASIC	$9,222.24	100.00%	$9,222.24	$9,222.24	$0.00	$0.00
Final SWPPP Sheets	BASIC	$9,222.24	100.00%	$9,222.24	$9,222.24	$0.00	$0.00
Final Specifications	BASIC	$9,222.24	100.00%	$9,222.24	$9,222.24	$0.00	$0.00
Final Quantities and Opinion of Cost	BASIC	$10,028.38	100.00%	$10,028.38	$10,028.38	$0.00	$0.00
Client Conference / Review Meeting	BASIC	$5,713.93	100.00%	$5,713.93	$5,713.93	$0.00	$0.00
		$90,326.33	100.00%	$90,326.33	$90,326.33	$0.00	$0.00
Other Direct Cost	BASIC	$7,690.00	100.00%	$7,690.00	$7,690.00	$0.00	$0.00
O 610908 SUBTOTAL		**$387,917.00**	**100.00%**	**$387,917.00**	**$387,917.00**	**$0.00**	**$0.00**
TOTAL BASIC SERVICES (1.76 MILES) TO W.A. NO. 5		**$581,876.00**	**100.00%**	**$581,876.00**	**$581,876.00**	**$0.00**	**$0.00**
SPECIAL SERVICES - TO WORK AUTHORIZATION NO. 5 (1.76 MILES - DHS SEGMENT 0-5)							
SURVEYING SERVICES (S.A. No. 1 TO WA NO. 5)							
Survey (Vert Cont/Survey QA QC) - **DANNENBAUM**	SPECIAL	$11,651.91	100.00%	$11,651.91	$11,651.91	$0.00	$0.00
Survey (Horizonal Control) - **DOS LOGISTICS, INC.**	SPECIAL	$7,296.10	100.00%	$7,296.10	$7,296.10	$0.00	$0.00
Survey (Topo/Data Gathering) - **DOS LOGISTICS, INC.**	SPECIAL	$30,739.62	100.00%	$30,739.62	$30,739.62	$0.00	$0.00
Survey (Base Map Preparation) - **DOS LOGISTICS, INC.**	SPECIAL	$3,112.37	100.00%	$3,112.37	$3,112.37	$0.00	$0.00
O 610408 SUBTOTAL		**$52,800.00**	**100.00%**	**$52,800.00**	**$52,800.00**	**$0.00**	**$0.00**
SURVEYING SERVICES - ESTABLISH ROW (S.A. No. 2 TO W.A. NO. 5)							
Survey (Establish Existing ROW) - **DOS LOGISTICS, INC.**	SPECIAL	$2,365.62	100.00%	$2,365.62	$2,365.62	$0.00	$0.00
Survey (Establish Existing ROW) QA QC - **DANNENBAUM**	SPECIAL	$234.38	100.00%	$234.38	$234.38	$0.00	$0.00
O 610409 SUBTOTAL		**$2,600.00**	**100.00%**	**$2,600.00**	**$2,600.00**	**$0.00**	**$0.00**
CONSTRUCTION PHASE (S. A. NO. 4 TO W.A. NO. 5) DHS SEGMENT 0-5 (1.76 MILES)							
Construction Administration							
Coordinate P & S Reproduction	SPECIAL	$2,315.33	100.00%	$2,315.33	$2,315.33	$0.00	$0.00
Bidding Assistance	SPECIAL	$3,247.24	100.00%	$3,247.24	$3,247.24	$0.00	$0.00
Bid Opening	SPECIAL	$2,973.14	100.00%	$2,973.14	$2,973.14	$0.00	$0.00
Bid Tabulation	SPECIAL	$2,437.85	100.00%	$2,437.85	$2,437.85	$0.00	$0.00
Recommentation of Award	SPECIAL	$2,160.53	100.00%	$2,160.53	$2,160.53	$0.00	$0.00
Client Conference	SPECIAL	$4,024.39	100.00%	$4,024.39	$4,024.39	$0.00	$0.00
Notice of Award	SPECIAL	$2,018.64	100.00%	$2,018.64	$2,018.64	$0.00	$0.00
Review and Assemble Contracts	SPECIAL	$2,876.40	100.00%	$2,876.40	$2,876.40	$0.00	$0.00
		$22,053.53	100.00%	$22,053.53	$22,053.53	$0.00	$0.00
Construction Engineering							
Notice to Proceed	SPECIAL	$10,335.06	100.00%	$10,335.06	$10,335.06	$0.00	$0.00
Pre-Construction Conference/Site Visits	SPECIAL	$15,120.47	100.00%	$15,120.47	$15,120.47	$0.00	$0.00
Shop Drawings Review	SPECIAL	$11,370.18	100.00%	$11,370.18	$11,370.18	$0.00	$0.00
Site Visits	SPECIAL	$16,461.94	100.00%	$16,461.94	$16,461.94	$0.00	$0.00
Intrepretation and Clarifications	SPECIAL	$22,820.98	100.00%	$22,820.98	$22,820.98	$0.00	$0.00
Monthly Contractors Estimate	SPECIAL	$26,339.10	100.00%	$26,339.10	$26,339.10	$0.00	$0.00
Change Orders	SPECIAL	$10,289.92	100.00%	$10,289.92	$10,289.92	$0.00	$0.00
Project Site Representation	SPECIAL	$48,305.54	100.00%	$48,305.54	$48,305.54	$0.00	$0.00
Develop Monthly Engineering Report for USIBWC	SPECIAL	$2,018.64	100.00%	$2,018.64	$2,018.64	$0.00	$0.00
Develop Monthly Engineering Report for DHS/CBP/SBI	SPECIAL	$2,464.26	100.00%	$2,464.26	$2,464.26	$0.00	$0.00
Meeting with USIBWC	SPECIAL	$4,024.39	100.00%	$4,024.39	$4,024.39	$0.00	$0.00
Meeting with DHS/CBP/SBI	SPECIAL	$4,508.09	100.00%	$4,508.09	$4,508.09	$0.00	$0.00
Monthly Site Visits with USIBWC	SPECIAL	$2,934.45	100.00%	$2,934.45	$2,934.45	$0.00	$0.00
Monthly Site Visits with DHS/CBP/SBI	SPECIAL	$4,024.39	100.00%	$4,024.39	$4,024.39	$0.00	$0.00
Monthly Meeting with Financial Officers	SPECIAL	$1,483.35	100.00%	$1,483.35	$1,483.35	$0.00	$0.00
Set-up and Maintain Office Space for DHS/CBP/SBI	SPECIAL	$1,048.28	100.00%	$1,048.28	$1,048.28	$0.00	$0.00
		$183,549.03	100.00%	$183,549.03	$183,549.03	$0.00	$0.00

HIDALGO COUNTY
OCT 28 2009
DRAINAGE DISTRICT #1

DESCRIPTION OF WORK TASK	TYPE OF SERVICE	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING	REMAINING AMOUNT
Project Completion / Final Acceptance							
Final Inspection	SPECIAL	$12,618.13	99.00%	$12,491.95	$12,491.95	$0.00	$126.18
Contractor's Final Pay Estimate	SPECIAL	$10,251.05	98.00%	$10,046.04	$10,046.04	$0.00	$205.01
Certificate of Completion	SPECIAL	$10,160.22	98.00%	$9,957.02	$9,957.02	$0.00	$203.20
Record As Built Drawings	SPECIAL	$5,839.88	20.00%	$1,167.98	$583.99	$583.99	$4,671.90
		$38,869.27	86.61%	$33,662.99	$33,079.00	$583.99	$5,206.28
Other Direct Cost	SPECIAL	$23,376.00	98.00%	$22,908.48	$22,207.20	$701.28	$467.52
O 610909 SUBTOTAL		**$267,847.83**	**97.88%**	**$262,174.03**	**$260,888.76**	**$1,285.27**	**$5,673.80**
TOTAL SPECIAL SERVICES FOR W.A. NO. 5 (DHS SEGMENT 0-5) (1.76 MILES)		**$323,247.83**	**98.24%**	**$317,574.03**	**$316,288.76**	**$1,285.27**	**$5,673.80**
GRAND TOTAL FEE FOR BASIC AND SPECIAL SERVICES FOR WA NO. 5 (DHS SEGMENT 0-5)(1.76 MILES)		**$905,123.84**	**99.37%**	**$899,450.03**	**$898,164.76**	**$1,285.27**	**$5,673.80**
Thru Contractor Pay Request No. 11							
TOTAL AMOUNT DUE THIS INVOICE FOR WORK AUTHORIZATION NO. 5						**$1,285.27**	

HIDALGO COUNTY
OCT 28 2009
DRAINAGE DISTRICT #1

FILE COPY

TRANSMITTAL LETTER

DEC DANNENBAUM ENGINEERING COMPANY-MCALLEN, L.L.C.

1109 Nolana Loop, Suite 208, McAllen, Texas 78504 (956) 682-3677 Office (956) 686-1822 Fax

PROJECT: (Name, address)	HCDD No. 1 - Levee Improvements Project Which Coincides with DHS Segment 0-5 (1.76 Miles)	PROJECT NO.	4410-01
		LOG NO.	162
TO:	Hidalgo County Drainage District No. 1 902 North Doolittle Rd. Edinburg, Texas 78541	DATE:	October 16, 2009
ATTN:	Mr. Godfrey Garza	If enclosures are not noted, please inform us immediately.	
		If checked below, please:	
		( ) Acknowledge receipt of enclosures.	
		( ) Return enclosures to us.	

WE TRANSMIT:

X herewith ___ under separate cover via: _____

___ in accordance with your request _____

FOR YOUR:

X approval X distribution to parties ___ information ___ use

___ review & comment ___ record (s)

___ Other: _____

HIDALGO COUNTY
OCT 28 2009
DRAINAGE DISTRICT #1

THE FOLLOWING:

___ Drawings ___ Shop Drawings Prints ___ Samples

___ Specifications ___ Shop Drawing Reproducibles ___ Product Literature

___ Change Order X Other see below

Originals	Date	Rev. No.	Description	Action Code
6	10/16/09		**ORIGINALS** - REQUEST FOR PAYMENT NO. 11– BALLENGER CONSTRUCTION CO.	D
6	10/16/09		**ENLARGED VIEW** - REQUEST FOR PAYMENT NO. 11– BALLENGER CONSTRUCTION CO.	E
1	10/16/09		**ORIGINAL** – LETTER OF EXPLANATION	E

ACTION CODE

A. Action indicated on item transmitted
B. No Action Required
C. For signature and return to this office
D. For signature and forwarding as noted below under remarks
E. For Processing
F. SEE REMARKS BELOW

REMARKS: The above referenced items were submitted for your review and approval on 06/17/09. Please see attached letter of explanation. Respectfully, upon your approval we request you place the above referenced item on the next Commissioner's Court Agenda for Board approval. If you have any questions, please call our office. Thank you.

COPIES TO:
Client: 6 Originals
4410-01/file

BY: Sandra R. Spence

Hand-Delivery Signature

Printed Name: Sandra R. Spence
Administrative Manager

G:\1540\4410-01\TRANSMITTALS\TRANSMITTALS TO HCDD\Transmittal-SSpence to HCDD PR11 101609 Log No. 162.doc

DANNENBAUM ENGINEERING COMPANY - MCALLEN LLC
1109 NOLANA LOOP, SUITE 208 McALLEN, TEXAS 78504 (956) 682-3677

October 16, 2009

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

ATTN: *Mr. Godfrey Garza, Jr., CFM*
District Manager, Flood Plain Administrator

REF: *Hidalgo County Levee Rehabilitation Project*
Contract No. 08-008-07-01
DHS Segment O-5

SUBJ: *Payment Request No. 11*
Letter of Explanation

Dear Mr. Garza,

Dannenbaum is submitting this correspondence to explain why negative amounts are reflected on DHS Segment O-05 Payment Request No. 11, dated October 13 for work from May 25, 2009 thru September 25, 2009. Negative adjustments to Bid Item Nos. 5, 7 and 32 under Unit Quantity Complete This Period were necessary in order to match Unit Quantity Complete to Date with Change Order Quantity.

The total quantity for Bid Items 5, 7, and 32 were impacted by Change Order No. 13 that was recently approved and included in this payment request. Change Order No. 13 was generated as a result of a construction error by the Contractor, Ballenger Construction Company. The Contractor built the retaining wall footing at a higher elevation than what was specified on the Issued for Construction drawings. Because of this construction error, the aforementioned quantities were reduced, resulting in a credit back to the Owner for material not placed.

A miscommunication between the initial Inspector and his replacement relating to the implementation of Change Order No. 13 resulted in an overpayment of Bid Item Nos. 5, 7 and 32. In order to rectify the error it is necessary to reduce the "Amount Due This Invoice" for the three bid items as follows:

Bid Item No. 5 is reduced by:	$182,388.00
Bid Item No. 7 is reduced by:	$636,706.57
Bid Item No. 32 is reduced by:	$ 17,855.07

We request your concurrence with this explanation. Upon your review, please provide a copy of this correspondence to Lupita Garza at Hidalgo County Auditor's office for the Auditor's review as well.

HIDALGO COUNTY
OCT 28 2009
DRAINAGE DISTRICT #1

If you have any questions or need clarification concerning this correspondence please contact Jaime Xavier Farias at (956)682-3677.

Respectfully,

Richard Seitz, P.E.
Resident Project Representative
Dannenbaum Engineering Company – McAllen LLC

cc: Steve McGarraugh – Dannenbaum Engineering
Jaime Xavier Farias, E.I.T. – Dannenbaum Engineering
Lora Briones – Hidalgo County Drainage District No. 1
Minerva Luna – Hidalgo County Drainage District No. 1

HIDALGO COUNTY
OCT 28 2009
DRAINAGE DISTRICT #1

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

REQUEST FOR PAYMENT
DHS SEGMENT 0-5 (1.76 MILES)
BALLENGER CONSTRUCTION COMPANY

24200 N. FM 509
HARLINGEN, TEXAS 78550

REQUEST FOR PAYMENT NO. 11

Project Number: 4410-01 1.76 MILES
Date: 10/13/2009

CONTRACT NO. 08-008-07-01
WORK THRU: 5/25/2009 thru 9/25/09

PROGRESS BILLING WORKSHEET - NO. 1

JOE CHARLES BALLENGER, JR. PRESIDENT	ITEM NO	UNIT	TOTAL QUANTITY	BID UNIT PRICE	TOTAL BID PRICE	CHANGE ORDERS NO.	CHANGE ORDERS QTY. +/-	CHANGE ORDERS UNIT PRICE +/-	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
TEMP EROSION CONTROL (FILTER FABRIC FENCE)	1	LF	9,353	$ 2.75	$ 25,720.75				$ -	9,353.00	0.00	9,353.00	25,720.75	25,720.75	-	-
TEMP EROSION CONTROL (CONSTEXIT/ENTR)	2	EA	2	$ 2,250.00	$ 4,500.00				$ -	1.00	0.00	1.00	2,250.00	2,250.00	-	2,250.00
REMOVE / STOCKPILE (EXISTING CALICHE) (4-18 IN.)	3	CY	993	$ 12.00	$ 11,916.00				$ -	993.00	0.00	993.00	11,916.00	11,916.00	-	-
REMOVE / STOCKPILE (EXISTING TOPSOIL)(4-6 IN.)	4	CY	9,838	$ 2.64	$ 25,972.32				$ -	9,838.00	0.00	9,838.00	25,972.32	25,972.32	-	-
REMOVE / STOCKPILE (EXISTING EMBANKMENT)	5	CY	73,068	$ 12.00	$ 864,816.00	13	56,889.00	$ 12.00	$ (182,348.00)	72,068.00	-16,189.00	56,889.00	682,428.00	682,428.00	(182,348.00)	-
REMOVE / STOCKPILE (EXISTING STONE RIP RAP)	6	LS	1	$ 100,000.00	$ 100,000.00				$ -	1.00	0.00	1.00	100,000.00	100,000.00	-	-
RETAINING WALLS (CAST- IN-PLACE)(STEM)	7	CY	11,018	$ 492.82	$ 5,429,690.76	2,13	9,794.00	$ 498.380000	$ (548,757.04)	10,443.21	-649.21	9,794.00	5,517,840.29	4,881,133.72	(636,706.57)	-
RETAINING WALLS (CAST- IN-PLACE)(FOOTING)	8	CY	17,021	$ 306.54	$ 5,217,617.34	2	14,408.00	$ 378.047336	$ 229,288.68	14,360.58	17.42	14,408.00	5,440,320.44	5,446,906.02	6,585.58	-
RETAINING WALLS (CAST- IN-PLACE)(KEY)	9	CY	7,014	$ 450.00	$ 3,156,300.00	2	4,382.00	$ 515.9744	$ (895,300.18)	4,378.70	5.30	4,382.00	2,258,265.16	2,260,999.82	2,734.66	-
METAL BEAM GUARD RAIL	10	LF	4,450	$ 20.50	$ 91,225.00	1	0.00	$ 20.50	$ (91,225.00)	0.00	0.00	0.00	-	-	-	-
PREPARATION RIGHT OF WAY	11	STA	94	$ 137.49	$ 12,924.06				$ -	94.00	0.00	94.00	12,924.06	12,924.06	-	-
REMOVE AND PLUG EXIST. PIPE (24 IN)(RCP)	12	LS	1	$ 3,322.09	$ 3,322.09				$ -	1.00	0.00	1.00	3,322.09	3,322.09	-	-
CONC. RIP RAP CL-B (SLOPE PROTECTION)	13	CY	183	$ 310.00	$ 56,730.00	14	133.00	$ 310.00	$ (15,500.00)	115.00	18.00	133.00	35,650.00	41,230.00	5,580.00	-
CONC. RIP RAP CL-B (SCOUR PROTECTION)	14	CY	3,332	$ 310.00	$ 1,032,920.00	14,15	3,447.84	$ 310.00	$ 35,910.40	3,185.40	262.44	3,447.84	981,274.00	1,068,830.40	87,556.40	-
JUNK RIP RAP (NEW) TYPE F (24 IN. DEPTH)	15	CY	2,038	$ 37.25	$ 75,915.50	14	2,256.00	$ 37.25	$ 8,120.50	1,446.98	809.02	2,256.00	53,900.01	84,036.00	30,135.99	-
TOPSOIL (NEW)	16	CY	7,865	$ 10.38	$ 81,638.70				$ -	3,932.50	0.00	3,932.50	40,819.35	40,819.35	-	40,819.35
TRANSAK (NEW)(CALICHE) (TY D GR 6 CL 4) (6 IN.)	17	CY	7,813	$ 20.87	$ 163,036.44	14,15	7,906.00	$ 20.87	$ 1,961.78	7,711.00	195.00	7,906.00	160,928.57	164,998.22	4,069.65	-
HYDRO MULCH	18	SY	79,873	$ 0.20	$ 15,974.60				$ -	0.00	41,778.00	41,778.00	-	8,355.60	8,355.60	7,619.00
BOLLARD (CUT TO PLAN DIMENSIONS)	19	EA	8,894	$ 12.25	$ 108,951.50	1	0.00	$ 12.25	$ (108,951.50)	0.00	0.00	0.00	-	-	-	-
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS)	20	EA	8,894	$ 13.21	$ 117,489.74	3	0.00	$ 13.21	$ (117,489.74)	0.00	0.00	0.00	-	-	-	-
BOLLARD (SUPPLY, CUT& WELD ANGLE IRON SUPPORTS X4 X 4 IN. X 10 IN. 8.6 FT.)	21	LF	9,200	$ 8.77	$ 79,807.00	3	0.00	$ 8.77	$ (79,807.00)	0.00	0.00	0.00	-	-	-	-
BOLLARD (SUPPLY & WELD (1/2 IN. X 4 IN. STEEL BAR)	22	LF	9,100	$ 6.64	$ 60,424.00	3	0.00	$ 6.64	$ (60,424.00)	0.00	0.00	0.00	-	-	-	-
BOLLARD (INSTALL & WELD CAPS)	23	EA	8,894	$ 20.00	$ 177,880.00	1	0.00	$ 20.00	$ (177,880.00)	0.00	0.00	0.00	-	-	-	-
BENCH EXCAV. PROTECTION (24 IN. RCP)	24	LF	135	$ 8.17	$ 1,102.95		-		$ -	135.00	0.00	135.00	1,102.95	1,102.95	-	-
BENCH EXCAV. PROTECTION (RET.WALL KEY)	25	LF	6,950	$ 25.00	$ 173,750.00				$ -	6,950.00	0.00	6,950.00	173,750.00	173,750.00	-	-
TEMPORARY SPECIAL SHORING (RET. WALL)	26	SF	150,400	$ 17.43	$ 2,621,472.00				$ -	150,400.00	0.00	150,400.00	2,621,472.00	2,621,472.00	-	-
TAPE JOINTS W/ WALL PIPE & TEE (6 IN. DIA)	27	EA	18	$ 1,849.70	$ 33,294.60				$ -	1.00	17.00	18.00	1,849.70	33,294.60	31,444.90	-
AGGREGATE DRAIN MATERIAL	28	CY	13,431	$ 39.52	$ 529,155.42	4	1,315.06	$ 39.819965	$ (478,104.81)	1,315.06	0.00	1,315.06	51,050.61	51,050.61	-	-
"Y" UNDERDRAIN PIPE (6 IN.)	29	LF	9,100	$ 9.67	$ 87,997.00				$ -	9,100.00	0.00	9,100.00	87,997.00	87,997.00	-	-
SEWERING	30	LS	1	$ 1,015,473.50	$ 1,015,473.50				$ -	1.00	0.00	1.00	1,015,473.50	1,015,473.50	-	-
FT. CONC. SIBOLD DER. (4 IN. THICK)	31	LF	401	$ 161.56	$ 6,462.40				$ -	0.00	0.00	0.00	-	-	-	6,462.40
STREET WALL DRAIN MATERIAL	32	SY	0	$ -	$ -	4,13	136,940.00	$ 2.63000014	$ 360,152.22	143,729.00	-6,789.00	136,940.00	378,007.29	360,152.22	(17,855.07)	-
MATERIALS ON HAND													-	-	-	-

													TOTAL COMPLETE TO-DATE	TOTAL CURRENT CONTRACT EARNED	CONTRACT BALANCE TO COMPLETE
ORIGINAL CONTRACT AMOUNT:	$ 21,383,679.67														
NET CHANGES BY CHANGE ORDER(S)	$ (2,120,393.69)														
TOTAL CONTRACT AMOUNT TO DATE	$ 19,263,285.98												$19,886,622.09	$19,206,135.23	$ (660,486.86)	$ 57,150.75
Estimated % Project Completion to Date	99.70%													LESS RETAINAGE @ 10%	$ 1,920,613.52	$ (66,048.69)
														LESS Previous Requests for Payments	$16,497,959.88	
	Substantial Completion	Liquidated Damages:	Current Days:	141				To Date Days:	121	LD's per Day:	$ 10,000.00		$1,210,000.00	$40,000.00
	Final Completion	Liquidated Damages	Current Days:	19				To Date Days:	41	LD's per Day:	$ 6,000.00		($246,000.00)	($114,000.00)
														TOTAL AMOUNT DUE THIS REQUEST		$ (606,438.17)

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 Contractand / 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: _____ Date: 10/13/09
JOE CHARLES BALLENGER, JR.

Title: _____
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: 10/13/09 By: _____
JOE CHARLES BALLENGER, JR. PRESIDENT

BALLENGER CONSTRUCTION COMPANY
CONTRACTOR

State of TEXAS
County of
Subscribed and sworn to me this 13th day of October 2009

Elaine Pilar Castillo
Notary Public

My Commission Expires: August 20, 2013

ELAINE PILAR CASTILLO
Notary Public, State of Texas
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 or 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.

Date: 10/14/09
HECTOR CANTU
DOS LOGISTICS 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 or work performed and/or material supplied by the contractor, and that partial payment claimed and requested by the Contrator 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.

Richard D. Seitz P.E. Date: 10/15/09
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

DANNENBAUM ENGINEERING COMPANY - MCALLEN LLC
1109 NOLANA LOOP, SUITE 208 McALLEN, TEXAS 78504 (956) 682-3677

October 26, 2009

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

RE: Hidalgo County Levee Improvement Project - Invoice 441008/16/XV for Work Authorization No. 13 & Associated Supplemental Agreements

Dear Mr. Garza,

Enclosed please find Invoice 441008/16/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 September 30, 2009.

Total due this invoice is $300.68. OK

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
OCT 28 2009
DRAINAGE DISTRICT #1

G:\1540\4410-08\Invoices\Ltr Inv 16 (102609).docx

DANNENBAUM ENGINEERING COMPANY - MCALLEN, LLC
1109 Nolana Loop, Suite 208, McAllen, Texas 78504

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
MONTHLY PROGRESS PAYMENT INVOICE
FOR PROFESSIONAL SERVICES

(INVOICE FORMAT REVISED MAY 2008)
(Invoice No. 441005/01/XV and Invoice 441005/02/XV included in Invoice 4287xx and 4410xx/10/XV and Invoice 4287xx and 4410xx/11/XV

October 26, 2009
LEVEE IMPROVEMENT PROJECT
WORK AUTHORIZATION NO. 13 AND SA NO. 1
DEC PROJECT NUMBER: 4410-08
PURCHASE ORDER NUMBERS: 610423, 610424, 610425

INVOICE NUMBER: 441008/16/XV
INVOICE PERIOD: Thru September 2009

DESCRIPTION OF WORK TASK	TYPE OF SERVICE	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING	REMAINING AMOUNT
BASIC SERVICES - FINAL DESIGN - WORK AUTHORIZATION NO. 13							
USIBWC SEGMENT 0-6B (.5 MILES) CONCRETE WALL PROTECTION STRUCTURE (NEW LEVEE LOCATION SOUTH OF HIDALGO)							
PRELIMINARY ENGINEERING DHS SEGMENT 0-6B (.50 MILES) (SA NO. 4 TO W.A. NO. 13)							
Project Startup and Coordination							
Coordination with the County/City of Mission/IBWC	BASIC	$4,850.39	100.00%	$4,850.39	$4,850.39	$0.00	$0.00
Coordinaiton with Utilities and Irrigation Districts	BASIC	$4,850.39	100.00%	$4,850.39	$4,850.39	$0.00	$0.00
Coordination with State and Federal Agencies	BASIC	$4,850.39	100.00%	$4,850.39	$4,850.39	$0.00	$0.00
		$14,551.17	100.00%	$14,551.17	$14,551.17	$0.00	$0.00
Data Gathering Design Critieria							
Collect and Review County /IBWC Data	BASIC	$4,286.01	100.00%	$4,286.01	$4,286.01	$0.00	$0.00
Visit site with Cliet Representatives	BASIC	$3,860.32	100.00%	$3,860.32	$3,860.32	$0.00	$0.00
Review Existing Studies	BASIC	$4,769.76	100.00%	$4,769.76	$4,769.76	$0.00	$0.00
Develop Project Criteria	BASIC	$4,669.79	100.00%	$4,669.79	$4,669.79	$0.00	$0.00
Client Conference Review Meeting	BASIC	$3,976.42	100.00%	$3,976.42	$3,976.42	$0.00	$0.00
		$21,562.30	100.00%	$21,562.30	$21,562.30	$0.00	$0.00
Preliminary Engineering							
Confirm Route / Develop Project Layout	BASIC	$7,101.43	100.00%	$7,101.43	$7,101.43	$0.00	$0.00
Review/Confirm Basic Hydrology & Hydrolics (IBWC)	BASIC	$7,407.81	100.00%	$7,407.81	$7,407.81	$0.00	$0.00
Determine Typical Sections and Prelim Design	BASIC	$7,101.43	100.00%	$7,101.43	$7,101.43	$0.00	$0.00
Review/Confirm Hydralic Model (IBWC)	BASIC	$7,327.18	100.00%	$7,327.18	$7,327.18	$0.00	$0.00
Prelim Quantity Takeoff and Opinion Cost	BASIC	$7,240.11	100.00%	$7,240.11	$7,240.11	$0.00	$0.00
		$36,177.96	100.00%	$36,177.96	$36,177.96	$0.00	$0.00
Other Direct Cost	BASIC	$2,220.50	100.00%	$2,220.50	$2,220.50	$0.00	$0.00
PO 611165 SUBTOTAL		**$74,511.93**	**100.00%**	**$74,511.93**	**$74,511.93**	**$0.00**	**$0.00**
FINAL DESIGN (ORIGINAL WORK AUTHORIZATION PLUS FINAL DESIGN IN S.A. NO. 4 DUE TO A SIGNIFICANT ACCELERATED SCHEDULE CAUSED BY USIBWC DELAYS							
Project Startup and Coordination							
Coordination with the County/DHS/USIBWC	BASIC	$5,630.43	100.00%	$5,630.43	$5,630.43	$0.00	$0.00
Coordinaiton with Utilities and Irrigation Districts	BASIC	$5,582.07	100.00%	$5,582.07	$5,582.07	$0.00	$0.00
Coordination with State and Federal Agencies	BASIC	$5,195.18	100.00%	$5,195.18	$5,195.18	$0.00	$0.00
		$16,407.68	100.00%	$16,407.68	$16,407.68	$0.00	$0.00
Final Design - 90% Plans							
Final General Plan Sheets	BASIC	$8,941.48	100.00%	$8,941.48	$8,941.48	$0.00	$0.00
Final Plan/Profile Sheets	BASIC	$7,187.42	100.00%	$7,187.42	$7,187.42	$0.00	$0.00
Final Drainage Sheets	BASIC	$13,756.18	100.00%	$13,756.18	$13,756.18	$0.00	$0.00
Final Details and Typical Section Sheets	BASIC	$11,011.90	100.00%	$11,011.90	$11,011.90	$0.00	$0.00
Final SWPPP Sheets	BASIC	$7,970.73	100.00%	$7,970.73	$7,970.73	$0.00	$0.00
Final Specifications	BASIC	$9,086.89	100.00%	$9,086.89	$9,086.89	$0.00	$0.00
Final Quantities and Opinion of Cost	BASIC	$7,951.52	100.00%	$7,951.52	$7,951.52	$0.00	$0.00
Client Conference/ Review Meeting	BASIC	$5,814.05	100.00%	$5,814.05	$5,814.05	$0.00	$0.00
		$71,720.17	100.00%	$71,720.17	$71,720.17	$0.00	$0.00
Final Design - 100% Plans							
Final General Plan Sheets	BASIC	$9,145.40	100.00%	$9,145.40	$9,145.40	$0.00	$0.00
Final Plan/Profile Sheets	BASIC	$6,033.42	100.00%	$6,033.42	$6,033.42	$0.00	$0.00
Final Drainage Sheets	BASIC	$8,535.95	100.00%	$8,535.95	$8,535.95	$0.00	$0.00
Final Details and Typical Section Sheets	BASIC	$6,488.18	100.00%	$6,488.18	$6,488.18	$0.00	$0.00
Final SWPPP Sheets	BASIC	$3,763.13	100.00%	$3,763.13	$3,763.13	$0.00	$0.00
Final Specifications	BASIC	$5,811.01	100.00%	$5,811.01	$5,811.01	$0.00	$0.00
Final Quantities and Opinion of Cost	BASIC	$3,450.18	100.00%	$3,450.18	$3,450.18	$0.00	$0.00
Client Conference/ Review Meeting	BASIC	$6,136.73	100.00%	$6,136.73	$6,136.73	$0.00	$0.00
		$49,364.00	100.00%	$49,364.00	$49,364.00	$0.00	$0.00
Other Direct Cost	BASIC	$11,532.00	100.00%	$11,532.00	$11,532.00	$0.00	$0.00
PO 610924 & 611126 SUBTOTAL		**$149,023.85**	**100.00%**	**$149,023.85**	**$149,023.85**	**$0.00**	**$0.00**
TOTAL FINAL DESIGN AND PRELIMINARY ENGINEERING		**$223,535.78**	**100.00%**	**$223,535.78**	**$223,535.78**	**$0.00**	**$0.00**

HIDALGO COUNTY
OCT 28 2009

DESCRIPTION OF WORK TASK	TYPE OF SERVICE	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING	REMAINING AMOUNT
SPECIAL SERVICES - TO WORK AUTHORIZATION NO. 13							
CONSTRUCTION ENGINEERING (S. A. NO. 1 TO W.A. NO. 13)							
Bid Phase Engineering							
Coordinate P & S Reproduction	SPECIAL	$699.93	100.00%	$699.93	$699.93	$0.00	$0.00
Bidding Assistance	SPECIAL	$903.13	100.00%	$903.13	$903.13	$0.00	$0.00
Bid Opening	SPECIAL	$919.26	100.00%	$919.26	$919.26	$0.00	$0.00
Bid Tabulation	SPECIAL	$699.93	100.00%	$699.93	$699.93	$0.00	$0.00
Recommentation of Award	SPECIAL	$567.68	100.00%	$567.68	$567.68	$0.00	$0.00
Client Conference	SPECIAL	$1,141.82	100.00%	$1,141.82	$1,141.82	$0.00	$0.00
Notice of Award	SPECIAL	$470.92	100.00%	$470.92	$470.92	$0.00	$0.00
Review and Assemble Contracts	SPECIAL	$822.50	100.00%	$822.50	$822.50	$0.00	$0.00
		$6,225.18	100.00%	$6,225.17	$6,225.17	$0.00	$0.00
Construction Engineering							
Notice to Proceed	SPECIAL	$2,844.87	100.00%	$2,844.87	$2,844.87	$0.00	$0.00
Pre-Construction Conference/Site Visits	SPECIAL	$4,822.09	100.00%	$4,822.09	$4,822.09	$0.00	$0.00
Shop Drawings Review	SPECIAL	$5,999.39	100.00%	$5,999.39	$5,999.39	$0.00	$0.00
Site Visits	SPECIAL	$5,734.90	100.00%	$5,734.90	$5,734.90	$0.00	$0.00
Intrepretation and Clarifications	SPECIAL	$6,812.21	100.00%	$6,812.21	$6,812.21	$0.00	$0.00
Monthly Contractors Estimate	SPECIAL	$7,447.63	100.00%	$7,447.63	$7,447.63	$0.00	$0.00
Change Orders	SPECIAL	$1,867.55	100.00%	$1,867.55	$1,867.55	$0.00	$0.00
Project Site Representation	SPECIAL	$11,569.80	100.00%	$11,569.80	$11,569.80	$0.00	$0.00
Develop Monthly Engineering Report for USIBWC	SPECIAL	$593.49	100.00%	$593.49	$593.49	$0.00	$0.00
Develop Monthly Engineering Report for DHS/CBP/SBI	SPECIAL	$741.86	100.00%	$741.86	$741.86	$0.00	$0.00
Meeting with USIBWC	SPECIAL	$1,238.58	100.00%	$1,238.58	$1,238.58	$0.00	$0.00
Meeting with DHS/CBP/SBI	SPECIAL	$1,238.58	100.00%	$1,238.58	$1,238.58	$0.00	$0.00
Monthly Site Visit w/USIBWC	SPECIAL	$928.94	100.00%	$928.94	$928.94	$0.00	$0.00
Monthly Site Visit w/DHS/CBP/SBI	SPECIAL	$1,238.58	100.00%	$1,238.58	$1,238.58	$0.00	$0.00
Montly Meeting with Financial Officers	SPECIAL	$445.12	100.00%	$445.12	$445.12	$0.00	$0.00
Set up and Maintain Office Space for DHS/CBP/SBI	SPECIAL	$241.91	100.00%	$241.91	$241.91	$0.00	$0.00
		$53,765.52	100.00%	$53,765.50	$53,765.50	$0.00	$0.02
Project Completion / Final Acceptance							
Final Inspection	SPECIAL	$4,164.09	99.00%	$4,122.45	$4,080.81	$41.64	$41.64
Contractor's Final Pay Estimate	SPECIAL	$3,141.62	99.00%	$3,110.20	$3,078.79	$31.41	$31.42
Certificate of Completion	SPECIAL	$2,602.96	99.00%	$2,576.93	$2,550.90	$26.03	$26.03
Record As Built Drawings	SPECIAL	$2,015.95	20.00%	$403.19	$201.60	$201.59	$1,612.76
		$11,924.62	85.64%	$10,212.78	$9,912.10	$300.68	$1,711.85
Other Direct Cost	SPECIAL	$8,116.00	95.00%	$7,710.20	$7,710.20	$0.00	$405.80
		$8,116.00	95.00%	$7,710.20	$7,710.20	$0.00	$405.80
PO 610925 SUBTOTAL		**$80,031.33**	**97.35%**	**$77,913.65**	**$77,612.97**	**$300.68**	**$2,117.67**
SURVEYING (S.A. NO. 2 to W.A. NO. 13)							
Survey/Data Gathering/ Existing Utilities/Base Map Preparation							
Tie Existing Features Within Proposed Alignment	SPECIAL	$7,938.19	100.00%	$7,938.19	$7,938.19	$0.00	$0.00
Assemble Existing USIBWC Parcel Maps	SPECIAL	$1,386.97	100.00%	$1,386.97	$1,386.97	$0.00	$0.00
Recover Existing USIBWC ROW Corners in Field	SPECIAL	$1,809.35	100.00%	$1,809.35	$1,809.35	$0.00	$0.00
Field Tie Existing USIBWC ROW (Parcel) Corners	SPECIAL	$2,889.23	100.00%	$2,889.23	$2,889.23	$0.00	$0.00
Base Map Preparation	SPECIAL	$747.05	100.00%	$747.05	$747.05	$0.00	$0.00
QA/QC Dannenbaum	SPECIAL	$175.21	100.00%	$175.21	$175.21	$0.00	$0.00
Other Direct Cost	SPECIAL	$54.00	100.00%	$54.00	$54.00	$0.00	$0.00
		$54.00	100.00%	$54.00	$54.00	$0.00	$0.00
PO 611113 SUBTOTAL		**$15,000.00**	**100.00%**	**$15,000.00**	**$15,000.00**	**$0.00**	**$0.00**
SURVEYING SERVICES - ESTABLISH ROW (S.A. NO. 3 TO W.A. NO. 12)							
Obtain Existing ROW Parcel Maps for USIBWC	SPECIAL	$56.26	100.00%	$56.26	$56.26	$0.00	$0.00
Put Together Exisiting USIBWC Parcel Maps	SPECIAL	$56.26	100.00%	$56.26	$56.26	$0.00	$0.00
Locate Existing USIBWC ROW Corner in Field	SPECIAL	$56.26	100.00%	$56.26	$56.26	$0.00	$0.00
Field Tie Existing USIBWC ROW (Parcel) Corners	SPECIAL	$412.13	100.00%	$412.13	$412.13	$0.00	$0.00
Recreate Existing USIBWC ROW with Field Ties	SPECIAL	$142.40	100.00%	$142.40	$142.40	$0.00	$0.00
Other Direct Cost	SPECIAL	$26.70	100.00%	$26.70	$26.70	$0.00	$0.00
		$26.70	100.00%	$26.70	$26.70	$0.00	$0.00
PO 611132 SUBTOTAL		**$750.00**	**100.00%**	**$750.01**	**$750.01**	**$0.00**	**$0.00**
TOTAL SPECIAL SERVICES		**$95,781.33**	**97.79%**	**$93,663.66**	**$93,362.98**	**$300.68**	**$2,117.67**
GRAND TOTAL FEE FOR FINAL & SPECIAL FOR WA NO. 13 (0.50 MILES)		**$319,317.11**	**99.34%**	**$317,199.44**	**$316,898.76**	**$300.68**	**$2,117.67**
TOTAL AMOUNT DUE THIS INVOICE FOR WORK AUTHORIZATION NO. 13						**$300.68**	

Thru Contractor Pay Request No. 12

Project Name
Contractor
Address
City/State/Zip

REQUEST FOR PAYMENT
IH35 SEGMENT 6-6B & 6-6C (1.30 MILES)
SER CONSTRUCTION PARTNERS, LTD.
3638 Pasadena Blvd.
Pasadena, Texas 77503

REQUEST FOR PAYMENT NO. 13

Project Number: 0440-06-126 MILES
Date: 9/30/2009

CONTRACT NO. 06-07-01-02
WORK THRU 9/23/2009

PROGRESS BILLING WORKSHEET - NO. 1

ROBBEL E. RAMOS, PRESIDENT	ITEM NO	UNIT	TOTAL QUANTITY	BID UNIT PRICE	TOTAL BID PRICE	CHANGE ORDERS 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
TEMP EROSION CONTROL (SILTFENCE)	1	LF	44,000	$ 2.00	$ 88,000.00	21A, 25, 25.30	19,163.00	$ 2.00	$ 1,748.00	14,000.00	0.00	14,000.00	44,720.00	44,720.00	-	848.00
MOBILIZATION	2	LS	1	$ 1,100,000.00	$ 1,100,000.00					1.00	0.00	1.00	1,100,000.00	1,100,000.00	-	-
TEMP EROSION CONTROL (CONSTRUCT / INSTALL)	3	EA	2	$ 2,000.00	$ 4,000.00					2.00	0.00	2.00	4,000.00	4,000.00	-	-
REMOVE/STOCKPILE EXIST EMBANKMENT	4	CY	11,000	$ 10.00	$ 110,000.00	21A, 25	12,137.00	$ 10.00	$ 1,370.00	12,137.00	0.00	12,137.00	121,370.00	121,370.00	-	-
RETAINING WALL (CAST-IN-PLACE)(STEEL)	5	CY	7,260	$ 900.00	$ 3,114,000.00	1,21 A,23, 25,34	5,335.34	$ 691.00	$ 178,156.21	5,331.40	94.33	5,335.79	3,391,391.71	3,214,012.50	6,216.37	111,344.15
RETAINING WALL (CAST-IN-PLACE) (FOOTING)	6	CY	4,715	$ 530.00	$ 2,499,254.00	1,21 A,23, 25,34	7,373.99	$ 378.02	$ 486,886.44	7,000.94	0.00	7,000.94	4,645,967.00	4,645,967.00	-	339,894.38
RETAINING WALL (CAST IN PLACE) (KEY)	7	CY	930	$ 500.00	$ 465,000.00	21A, 25.34	992.95	$ 497.8000	$ 25,121.17	970.24	0.00	970.24	485,000.02	485,000.02	-	9,845.95
CHAIN LINK SAFETY FENCE	8	LF	1,000	$ 1.00	$ 1,000.00					1,000.00	0.00	1,000.00	1,000.00	1,000.00	-	-
TEMPORARY SOIL RETENTION BERM	9	SY	1,000	$ 7.00	$ 7,000.00	21A	1,613.00	$ 3.00	$ 7,839.00	1,000.00	0.00	1,000.00	7,000.00	7,000.00	-	-
CONSTRUCT GATE WELL, SINGLE TYPE W-SILT GATE, HATCH, LADDER & APPURTENANCES (9'-0" x 10'-0")	10	EA	1	$ 120,000.00	$ 120,000.00					1.00	0.00	1.00	120,000.00	120,000.00	-	-
PERFORATED UNDERDRAIN PIPE (6" DIA)	11	LF	1,000	$ 17.00	$ 124,100.00	21A, 25.30	1,013.00	$ 18.01	$ 8,231.63	7,000.00	97.00	7,097.00	127,330.00	125,979.37	1,648.37	3,101.36
AGGREGATE DRAIN MATERIAL	12	CY	5,977	$ 60.00	$ 352,320.00	1,21 A,23, 24	5,138.11	$ 60.00	($308,413.40)	1,062.11	13.00	1,087.11	64,930.00	65,928.00	998.00	1,000.00
METAL BEAM GUARD FENCE	13	LF	4,165	$ 30.00	$ 123,300.00	1,23	369.00	$ 30.00	($10,320.00)	0.00	0.00	0.00	-	-	-	7,384.00
CHAIN LINK FENCE (6' HIGH)	14	MEA	10	$ 50.00	$ 500.00					10.00	0.00	10.00	500.00	500.00	-	-
CHAIN LINK FENCE (4' HIGH)	15	LF	1,000	$ 7.00	$ 7,000.00					1,000.00	0.00	1,000.00	7,000.00	7,000.00	-	-
REMOVE EXIST ASPHALT	16	SY	4,887	$ 7.00	$ 34,209.00					4,887.00	0.00	4,887.00	34,209.00	34,209.00	-	-
REMOVE EXIST CONCRETE	17	EA	1	$ 3,000.00	$ 3,000.00					1.00	0.00	1.00	3,000.00	3,000.00	-	-
EMBANKMENT	18	CY	81,440	$ 26.00	$ 2,117,440.00	21A, 25.30	102,886.00	$ 30.00	$ 1,826,318.00	139,370.00	2,440.00	137,821.00	3,607,530.00	3,135,410.00	945,870.00	102,600.00
DISPOSAL (BORROW MAT)	19	CY	16,000	$ 15.00	$ 1,320,000.00	25	4,067.00	$ 15.00	($1,024,005.00)	4,067.00	0.00	4,067.00	960,000.00	960,000.00	-	-
TEMP. SW 3P SAFCL (SILOPE PROTECTION)	20	CY	2,000	$ 240.00	$ 480,000.00	21A, 25	234.67	$ 240.00	($56,321.30)	65.00	0.00	65.00	13,200.00	15,360.00	-	67,160.00
TEMP. FAB (6 FT X 4 FT)	21	EA	10	$ 400.00	$ 4,000.00					10.00	0.00	10.00	3,600.00	3,600.00	-	-
INSTALL MISC. INCIDENTAL ITEMS	22	SY	4,000	$ 10.00	$ 40,000.00					0.00	0.00	0.00	-	-	-	34,000.00
CRUSH GR, CRC, MIX	23	CYD	702	$ 7.00	$ 4,914.00					0.00	0.00	0.00	-	-	-	4,914.00
PAVEMENT MARKING	24	LS	1	$ 6,000.00	$ 6,000.00					0.00	0.00	0.00	-	-	-	4,000.00
FURNISHING & PLACING TOPSOIL (SALVAGED MATERIAL)	25	STA	20	$ 1,500.00	$ 30,000.00	21A	21.00	$ 1,500.00	$ 1,500.00	21.00	0.00	21.00	31,500.00	31,500.00	-	-
FURNISHING & PLACING TOPSOIL (NEW)	26	STA	22	$ 1,700.00	$ 36,100.00	21A, 25	24.00	$ 1,700.00	$ 3,400.00	24.00	0.00	24.00	37,400.00	37,400.00	-	3,400.00
PLEASE (SALVAGED MATERIAL) (CALICHE) (TY D GR G(1) CY)	27	CY	1,000	$ 0.00	$ 5,710.00	21A, 25	1,000.00	$ 0.00	$ 24.00	1,000.00	0.00	1,000.00	5,702.00	5,702.00	-	-
PLEASE (NEW) (CALICHE) (TY D GR G(1) CY)	28	CY	40,000	$ 30.00	$ 171,000.00	21A, 25	5,705.00	$ 30.00	$ 24,300.00	6,000.00	0.00	6,000.00	170,340.00	170,340.00	-	5,340.00
PROF. CONT. CLOSE (1)	29	LF	4,845	$ 0.00	$ 20,000.00					4,845.00	0.00	4,845.00	20,000.00	20,000.00	-	-
HYDRO MULCH	30	SY	43,781	$ 0.00	$ 42,230.00	21A, 25	24,618.00	$ 0.00	$ 1,000.00	22,000.00	0.00	22,000.00	43,234.00	42,234.00	-	000.00
SEED (SOIL PREP CLASS (CY, V)	31	LF	200	$ 250.00	$ 100,000.00					200.00	0.00	200.00	21,000.00	21,000.00	-	17,000.00
CAST IN PLACE (CLASS C) (FY)	32	EA	1	$ 12,000.00	$ 24,000.00					2.00	0.00	2.00	24,000.00	24,000.00	-	-
HAUL AND TRANSPORT FROM STAGING AREA A	33	EA	1,000	$ 50.00	$ 63,501.00	19A	0.00	$ 50.00	($3,501.00)	0.00	0.00	0.00	-	-	-	-
INSTALL PER PLANS (STA)	34	EA	542	$ 62.00	$ 27,604.00	19A	0.00	$ 62.00	($27,604.00)	0.00	0.00	0.00	-	-	-	-
HAUL AND TRANSPORT FROM STAGING AREA A	35	EA	106	$ 74.00	$ 34,504.00	19A, 17A	432.00	$ 34.19	$ 237.20	432.00	0.00	432.00	14,731.20	14,731.20	-	-
INSTALL PER PLANS (STA)	36	EA	667	$ 97.00	$ 64,799.00	19A	695.00	$ 97.00	$ 97.00	695.00	0.00	695.00	66,465.00	66,465.00	-	-
HAUL AND TRANSPORT FROM STAGING AREA A	37	EA	1,130	$ 100.00	$ 112,000.00	19A	1,147.00	$ 100.00	$ 1,000.00	1,147.00	0.00	1,147.00	114,700.00	114,700.00	-	-
INSTALL PER PLANS (LF)						19A, 17A, 21A, 25.34	1,231.00	$ 276.00	$ 106,872.00	940.00	90.00	1,030.00	259,440.00	285,030.00	25,590.00	33,030.00
HAUL AND TRANSPORT FROM STAGING AREA A	38	EA	2,961	$ 102.00	$ 302,022.00	19A, 17A, 21A	2,822.00	$ 102.00	($4,170.00)	2,822.00	0.00	2,822.00	287,844.00	287,844.00	-	-
INSTALL PER PLANS (SQ FT)						19A, 17A, 21A, 25.34	7,749.00	$ 74.00	($8,992.00)	7,200.00	407.00	7,612.00	172,929.00	183,640.00	10,720.00	2,220.00
HAUL AND TRANSPORT FROM STAGING AREA A	39	EA	477	$ 116.00	$ 55,466.00	19A	477.00	$ 116.00	$ 2,160.00	477.00	0.00	477.00	52,479.00	52,479.00	-	-
INSTALL PER PLANS (SQ FT)						19A, 17A, 21A, 25.34	1,231.00	$ 276.00	$ 106,872.00	940.00	90.00	1,030.00	259,440.00	285,030.00	25,590.00	33,030.00
HAUL AND TRANSPORT FROM STAGING AREA A	40	EA	954	$ 276.00	$ 132,804.00											
INSTALL PER PLANS (SQ FT)																
INSTALL (STRIPPLY, CUT & WELD ANGLE IRON SUPPORTS (4 IN X 4 IN X 1/4 IN @ FT)	41	LF	8,287	$ 24.00	$ 198,888.00	19A, 17A, 21A, 25.34	7,749.00	$ 74.00	($8,992.00)	7,200.00	407.00	7,612.00	172,929.00	183,640.00	10,720.00	2,220.00
REMOVE & REPLACE (CONCRETE)	42	EA	4	$ 340.00	$ 1,360.00					4.00	0.00	4.00	1,360.00	1,360.00	-	-
REMOVE & REPLACE (ASPHALT)	43	EA	21	$ 350.00	$ 7,350.00					21.00	0.00	21.00	7,350.00	7,350.00	-	-
FLAP GATES W/ WALL PIPE & TEE (6 IN)	44	EA	14	$ 2,500.00	$ 35,000.00					14.00	0.00	14.00	35,000.00	35,000.00	-	-
CAT OPENING	45	EA	3	$ 500.00	$ 1,500.00	21A, 25	0.00	$ 500.00	$ 2,000.00	0.00	0.00	0.00	-	-	-	3,000.00
ANTI CLIMBING DEVICE	46	EA	3	$ 10,000.00	$ 30,000.00	25	3.00	$ 10,000.00	$ 30,000.00	3.00	0.00	3.00	30,000.00	30,000.00	-	-
6" STAND PIPE (TO BE CAPPED IN PLACE)	47	EA	1	$ 6,000.00	$ 6,000.00					1.00	0.00	1.00	6,000.00	6,000.00	-	-
SHEET WALL DRAIN MATERIAL	48	SF	0	$ -	$ -	21A, 25.34	80,257.00	$ 3.00	$ 233,700.11	84,000.00	1,100.00	87,274.00	214,247.00	238,000.94	3,000.94	3,053.57
REMOVE & PUT TO SIDE	49	LS	0	$ -	$ -	19	1.00	$ 18,000.00	$ 18,000.00	1.00	0.00	1.00	18,000.00	18,000.00	-	-
REMOVE & CONCRETE HEADER @ L	50	LF	0	$ -	$ -	19	1.00	$ 1,000.00	$ 1,000.00	1.00	0.00	1.00	1,000.00	1,000.00	-	-
REMOVE & CONCRETE HEADER @ WALL	51	LF	0	$ -	$ -	19	1.00	$ 1,000.00	$ 1,000.00	1.00	0.00	1.00	1,000.00	1,000.00	-	-
REMOVE & REPLACE (CONCRETE)	52	EA	0	$ -	$ -	19	1.00	$ 1,000.00	$ 1,000.00	1.00	0.00	1.00	1,000.00	1,000.00	-	-
REMOVE & REPLACE (ASPHALT)	53	EA	0	$ -	$ -	19	1.00	$ 1,000.00	$ 1,000.00	1.00	0.00	1.00	1,000.00	1,000.00	-	-
REMOVE & REPLACE (CONCRETE)	54	LF	0	$ -	$ -	19	36.00	$ 100.00	$ 3,600.00	36.00	0.00	36.00	3,600.00	3,600.00	-	-
WALL UNDER CONFORM FROM STAGING AREA A	55	EA	0	$ -	$ -	17A	120.00	$ 62.10	$ 7,452.00	120.00	0.00	120.00	7,452.00	7,452.00	-	-
CONCRETE (CLASS "C")	56	CY	0	$ -	$ -	19A	2,695.00	$ 90.00	$ 242,550.00	2,695.00	0.00	2,695.00	242,550.00	242,550.00	-	-
YIELD AN ADDITIONAL 10' HAULAGE (TRANSPORT & WELD)	57	EA	0	$ -	$ -	19A, 25.30	49.00	$ 770.36	$ 37,756.20	49.00	0.00	49.00	37,755.20	37,755.20	-	-
FLEASE (NEW) (CALICHE) (TY D GR G (2) CY (CAMP)	58	CY	0	$ -	$ -	21A, 25	237.00	$ 30.00	$ 7,110.00	100.00	0.00	100.00	3,270.00	3,270.00	-	3,840.00
CONCRETE HEADER	59	LF	0	$ -	$ -	21A, 25	130.00	$ 900.70	$ 19,107.44	42.00	0.00	42.00	6,737.02	6,737.02	-	12,369.52
TEMPORARY CHAIN LINK (CYC LINED)	60	LF	0	$ -	$ -	25	75.00	$ 50.00	$ 3,750.00	75.00	0.00	75.00	3,750.00	3,750.00	-	-
CONCRETE (HAULED FOR MISTING)	61	CY	0	$ -	$ -	25.30	217.00	$ 400.00	$ 86,800.00	217.00	0.00	217.00	105,000.00	105,000.00	-	-
SAW CUT EXIST. ASPHALT	62	SY	0	$ -	$ -	25.30	0.00	$ 3,000.00	$ 4,500.00	0.00	0.00	0.00	-	-	-	4,500.00
REMOVE TRAFFIC SIGNAL	63	LS	0	$ -	$ -	25	1.00	$ 2,000.00	$ 2,000.00	1.00	0.00	1.00	2,000.00	2,000.00	-	-
REMOVE EXISTING FENCE AND GUTTER	64	LF	0	$ -	$ -	25	100.00	$ 5.00	$ 500.00	100.00	0.00	100.00	500.00	500.00	-	-
CUT OFF EXISTING FENCE POST	65	LF	0	$ -	$ -	25	50.00	$ 20.00	$ 1,000.00	50.00	0.00	50.00	1,000.00	1,000.00	-	-
TRAFFIC SIGNAL REMOVAL (EA)	66	LF	0	$ -	$ -	25	1.00	$ 2,000.00	$ 2,000.00	1.00	0.00	1.00	2,000.00	2,000.00	-	-
REMOVE ALL EXIST FLAP GATES	67	LS	0	$ -	$ -	25	1.00	$ 4,000.00	$ 4,000.00	0.00	0.00	0.00	-	-	-	4,000.00
REMOVE & REPLACE FLAP GATE	68	EA	0	$ -	$ -	25	1.00	$ 800.00	$ 800.00	0.00	0.00	0.00	-	-	-	800.00
REMOVE & REPLACE (6' HIGH)	69	LF	0	$ -	$ -	25	1.00	$ 300.00	$ 300.00	0.00	1.00	1.00	-	300.00	300.00	-
REMOVE & RE-CONSTRUCT (TY D GR G (2) CY (CAMP)	70	EA	0	$ -	$ -	25	1.00	$ 4,000.00	$ 4,000.00	0.00	0.00	0.00	-	-	-	4,000.00
REMOVE & RE-CONSTRUCT (TY D GR G (2) CY (CAMP)	71	EA	0	$ -	$ -	25	1.00	$ 800.00	$ 800.00	0.00	0.00	0.00	-	-	-	800.00
REMOVE & RE-CONSTRUCT (TY D GR G (2) CY (CAMP)	72	LF	0	$ -	$ -	25	1.00	$ 4,000.00	$ 4,000.00	0.00	0.00	0.00	-	-	-	4,000.00
REMOVE & RE-CONSTRUCT (TY D GR G (2) CY (CAMP)	73	LF	0	$ -	$ -	25	1.00	$ 4,000.00	$ 4,000.00	0.00	0.00	0.00	-	-	-	4,000.00
REMOVE & RE-CONSTRUCT (TY D GR G (2) CY (CAMP)	74	LF	0	$ -	$ -	25	1.00	$ 4,000.00	$ 4,000.00	0.00	0.00	0.00	-	-	-	4,000.00
REMOVE & RE-CONSTRUCT (TY D GR G (2) CY (CAMP)	75	LF	0	$ -	$ -	25	1.00	$ 4,000.00	$ 4,000.00	0.00	0.00	0.00	-	-	-	4,000.00
REMOVE & RE-CONSTRUCT (TY D GR G (2) CY (CAMP)	76	LF	0	$ -	$ -	25	1.00	$ 4,000.00	$ 4,000.00	0.00	0.00	0.00	-	-	-	4,000.00
REMOVE & RE-CONSTRUCT (TY D GR G (2) CY (CAMP)	77	LF	0	$ -	$ -	25	1.00	$ 4,000.00	$ 4,000.00	0.00	0.00	0.00	-	-	-	4,000.00
REMOVE & RE-CONSTRUCT (TY D GR G (2) CY (CAMP)	78	LF	0	$ -	$ -	25	1.00	$ 4,000.00	$ 4,000.00	0.00	0.00	0.00	-	-	-	4,000.00
REMOVE & RE-CONSTRUCT (TY D GR G (2) CY (CAMP)	79	LF	0	$ -	$ -	25	1.00	$ 4,000.00	$ 4,000.00	0.00	0.00	0.00	-	-	-	4,000.00
REMOVE & RE-CONSTRUCT (TY D GR G (2) CY (CAMP)	80	LF	0	$ -	$ -	25	1.00	$ 4,000.00	$ 4,000.00	0.00	0.00	0.00	-	-	-	4,000.00
REMOVE & RE-CONSTRUCT (TY D GR G (2) CY (CAMP)	81	LF	0	$ -	$ -	25	1.00	$ 4,000.00	$ 4,000.00	0.00	0.00	0.00	-	-	-	4,000.00
REMOVE & RE-CONSTRUCT (TY D GR G (2) CY (CAMP)	82	LF	0	$ -	$ -	25	1.00	$ 4,000.00	$ 4,000.00	0.00	0.00	0.00	-	-	-	4,000.00
REMOVE & RE-CONSTRUCT (TY D GR G (2) CY (CAMP)	83	LF	0	$ -	$ -	25	1.00	$ 4,000.00	$ 4,000.00	0.00	0.00	0.00	-	-	-	4,000.00
REMOVE & RE-CONSTRUCT (TY D GR G (2) CY (CAMP)	84	LF	0	$ -	$ -	25	1.00	$ 4,000.00	$ 4,000.00	0.00	0.00	0.00	-	-	-	4,000.00
REMOVE & RE-CONSTRUCT (TY D GR G (2) CY (CAMP)	85	LF	0	$ -	$ -	25	1.00	$ 4,000.00	$ 4,000.00	0.00	0.00	0.00	-	-	-	4,000.00
REMOVE & RE-CONSTRUCT (TY D GR G (2) CY (CAMP)	86	LF	0	$ -	$ -	25	1.00	$ 4,000.00	$ 4,000.00	0.00	0.00	0.00	-	-	-	4,000.00
REMOVE & RE-CONSTRUCT (TY D GR G (2) CY (CAMP)	87	LF	0	$ -	$ -	25	1.00	$ 4,000.00	$ 4,000.00	0.00	0.00	0.00	-	-	-	4,000.00
REMOVE & RE-CONSTRUCT (TY D GR G (2) CY (CAMP)	88	LF	0	$ -	$ -	25	1.00	$ 4,000.00	$ 4,000.00	0.00	0.00	0.00	-	-	-	4,000.00
REMOVE & RE-CONSTRUCT (TY D GR G (2) CY (CAMP)	89	LF	0	$ -	$ -	25	1.00	$ 4,000.00	$ 4,000.00	0.00	0.00	0.00	-	-	-	4,000.00
REMOVE & RE-CONSTRUCT (TY D GR G (2) CY (CAMP)	90	LF	0	$ -	$ -	25	1.00	$ 4,000.00	$ 4,000.00	0.00	0.00	0.00	-	-	-	4,000.00
REMOVE & RE-CONSTRUCT (TY D GR G (2) CY (CAMP)	91	LF	0	$ -	$ -	25	1.00	$ 4,000.00	$ 4,000.00	0.00	0.00	0.00	-	-	-	4,000.00
REMOVE & RE-CONSTRUCT (TY D GR G (2) CY (CAMP)	92	LF	0	$ -	$ -	25	1.00	$ 4,000.00	$ 4,000.00	0.00	0.00	0.00	-	-	-	4,000.00
REMOVE & RE-CONSTRUCT (TY D GR G (2) CY (CAMP)	93	LF	0	$ -	$ -	25	1.00	$ 4,000.00	$ 4,000.00	0.00	0.00	0.00	-	-	-	4,000.00
REMOVE & RE-CONSTRUCT (TY D GR G (2) CY (CAMP)	94	LF	0	$ -	$ -	25	1.00	$ 4,000.00	$ 4,000.00	0.00	0.00	0.00	-	-	-	4,000.00
REMOVE & RE-CONSTRUCT (TY D GR G (2) CY (CAMP)	95	LF	0	$ -	$ -	25	1.00	$ 4,000.00	$ 4,000.00	0.00	0.00	0.00	-	-	-	4,000.00
REMOVE & RE-CONSTRUCT (TY D GR G (2) CY (CAMP)	96	LF	0	$ -	$ -	25	1.00	$ 4,000.00	$ 4,000.00	0.00	0.00	0.00	-	-	-	4,000.00
REMOVE & RE-CONSTRUCT (TY D GR G (2) CY (CAMP)	97	LF	0	$ -	$ -	25	1.00	$ 4,000.00	$ 4,000.00	0.00	0.00	0.00	-	-	-	4,000.00
REMOVE & RE-CONSTRUCT (TY D GR G (2) CY (CAMP)	98	LF	0	$ -	$ -	25	1.00	$ 4,000.00	$ 4,000.00	0.00	0.00	0.00	-	-	-	4,000.00
REMOVE & RE-CONSTRUCT (TY D GR G (2) CY (CAMP)	99	LF	0	$ -	$ -	25	1.00	$ 4,000.00	$ 4,000.00	0.00	0.00	0.00	-	-	-	4,000.00
REMOVE & RE-CONSTRUCT (TY D GR G (2) CY (CAMP)	100	LF	0	$ -	$ -	25	1.00	$ 4,000.00	$ 4,000.00	0.00	0.00	0.00	-	-	-	4,000.00
REMOVE & RE-CONSTRUCT (TY D GR G (2) CY (CAMP)	101	LF	0	$ -	$ -	25	1.00	$ 4,000.00	$ 4,000.00	0.00	0.00	0.00	-	-	-	4,000.00
REMOVE & RE-CONSTRUCT (TY D GR G (2) CY (CAMP)	102	LF	0	$ -	$ -	25	1.00	$ 4,000.00	$ 4,000.00	0.00	0.00	0.00	-	-	-	4,000.00
REMOVE & RE-CONSTRUCT (TY D GR G (2) CY (CAMP)	103	LF	0	$ -	$ -	25	1.00	$ 4,000.00	$ 4,000.00	0.00	0.00	0.00	-	-	-	4,000.00
REMOVE & RE-CONSTRUCT (TY D GR G (2) CY (CAMP)	104	LF	0	$ -	$ -	25	1.00	$ 4,000.00	$ 4,000.00	0.00	0.00	0.00	-	-	-	4,000.00
REMOVE & RE-CONSTRUCT (TY D GR G (2) CY (CAMP)	105	LF	0	$ -	$ -	25	1.00	$ 4,000.00	$ 4,000.00	0.00	0.00	0.00	-	-	-	4,000.00
REMOVE & RE-CONSTRUCT (TY D GR G (2) CY (CAMP)	106	LF	0	$ -	$ -	25	1.00	$ 4,000.00	$ 4,000.00	0.00	0.00	0.00	-	-	-	4,000.00
REMOVE & RE-CONSTRUCT (TY D GR G (2) CY (CAMP)	107	LF	0	$ -	$ -	25	1.00	$ 4,000.00	$ 4,000.00	0.00	0.00	0.00	-	-	-	4,000.00
REMOVE & RE-CONSTRUCT (TY D GR G (2) CY (CAMP)	108	LF	0	$ -	$ -	25	1.00	$ 4,000.00	$ 4,000.00	0.00	0.00	0.00	-	-	-	4,000.00
REMOVE & RE-CONSTRUCT (TY D GR G (2) CY (CAMP)	109	LF	0	$ -	$ -	25	1.00	$ 4,000.00	$ 4,000.00	0.00	0.00	0.00	-	-	-	4,000.00
REMOVE & RE-CONSTRUCT (TY D GR G (2) CY (CAMP)	110	LF	0	$ -	$ -	25	1.00	$ 4,000.00	$ 4,000.00	0.00	0.00	0.00	-	-	-	4,000.00
REMOVE & RE-CONSTRUCT (TY D GR G (2) CY (CAMP)	111	LF	0	$ -	$ -	25	1.00	$ 4,000.00	$ 4,000.00	0.00	0.00	0.00	-	-	-	4,000.00
REMOVE & RE-CONSTRUCT (TY D GR G (2) CY (CAMP)	112	LF	0	$ -	$ -	25	1.00	$ 4,000.00	$ 4,000.00	0.00	0.00	0.00	-	-	-	4,000.00
REMOVE & RE-CONSTRUCT (TY D GR G (2) CY (CAMP)	113	LF	0	$ -	$ -	25	1.00	$ 4,000.00	$ 4,000.00	0.00	0.00	0.00	-	-	-	4,000.00
REMOVE & RE-CONSTRUCT (TY D GR G (2) CY (CAMP)	114	LF	0	$ -	$ -	25	1.00	$ 4,000.00	$ 4,000.00	0.00	0.00	0.00	-	-	-	4,000.00
REMOVE & RE-CONSTRUCT (TY D GR G (2) CY (CAMP)	115	LF	0	$ -	$ -	25	1.00	$ 4,000.00	$ 4,000.00	0.00	0.00	0.00	-	-	-	4,000.00
REMOVE & RE-CONSTRUCT (TY D GR G (2) CY (CAMP)	116	LF	0	$ -	$ -	25	1.00	$ 4,000.00	$ 4,000.00	0.00	0.00	0.00	-	-	-	4,000.00
REMOVE & RE-CONSTRUCT (TY D GR G (2) CY (CAMP)	117	LF	0	$ -	$ -	25	1.00	$ 4,000.00	$ 4,000.00	0.00	0.00	0.00	-	-	-	4,000.00
REMOVE & RE-CONSTRUCT (TY D GR G (2) CY (CAMP)	118	LF	0	$ -	$ -	25	1.00	$ 4,000.00	$ 4,000.00	0.00	0.00	0.00	-	-	-	4,000.00
REMOVE & RE-CONSTRUCT (TY D GR G (2) CY (CAMP)	119	LF	0	$ -	$ -	25	1.00	$ 4,000.00	$ 4,000.00	0.00	0.00	0.00	-	-	-	4,000.00
REMOVE & RE-CONSTRUCT (TY D GR G (2) CY (CAMP)	120	LF	0	$ -	$ -	25	1.00	$ 4,000.00	$ 4,000.00	0.00	0.00	0.00	-	-	-	4,000.00
REMOVE & RE-CONSTRUCT (TY D GR G (2) CY (CAMP)	121	LF	0	$ -	$ -	25	1.00	$ 4,000.00	$ 4,000.00	0.00	0.00	0.00	-	-	-	4,000.00
REMOVE & RE-CONSTRUCT (TY D GR G (2) CY (CAMP)	122	LF	0	$ -	$ -	25	1.00	$ 4,000.00	$ 4,000.00	0.00	0.00	0.00	-	-	-	4,000.00
REMOVE & RE-CONSTRUCT (TY D GR G (2) CY (CAMP)	123	LF	0	$ -	$ -	25	1.00	$ 4,000.00	$ 4,000.00	0.00	0.00	0.00	-	-	-	4,000.00
REMOVE & RE-CONSTRUCT (TY D GR G (2) CY (CAMP)	124	LF	0	$ -	$ -	25	1.00	$ 4,000.00	$ 4,000.00	0.00	0.00	0.00	-	-	-	4,000.00
REMOVE & RE-CONSTRUCT (TY D GR G (2) CY (CAMP)	125	LF	0	$ -	$ -	25	1.00	$ 4,000.00	$ 4,000.00	0.00	0.00	0.00	-	-	-	4,000.00
REMOVE & RE-CONSTRUCT (TY D GR G (2) CY (CAMP)	126	LF	0	$ -	$ -	25	1.00	$ 4,000.00	$ 4,000.00	0.00	0.00	0.00	-	-	-	4,000.00
REMOVE & RE-CONSTRUCT (TY D GR G (2) CY (CAMP)	127	LF	0	$ -	$ -	25	1.00	$ 4,000.00	$ 4,000.00	0.00	0.00	0.00	-	-	-	4,000.00
REMOVE & RE-CONSTRUCT (TY D GR G (2) CY (CAMP)	128	LF	0	$ -	$ -	25	1.00	$ 4,000.00	$ 4,000.00	0.00	0.00	0.00	-	-	-	4,000.00
REMOVE & RE-CONSTRUCT (TY D GR G (2) CY (CAMP)	129	LF	0	$ -	$ -	25	1.00	$ 4,000.00	$ 4,000.00	0.00	0.00	0.00	-	-	-	4,000.00
RE

DANNENBAUM ENGINEERING COMPANY - MCALLEN LLC
1109 NOLANA LOOP, SUITE 208 McALLEN, TEXAS 78504 (956) 682-3677

October 26, 2009

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

RE: Hidalgo County Levee Improvement Project – Invoice 441009/15/XV for Work Authorization No. 14 & Associated Supplemental Agreements

Dear Mr. Garza,

Enclosed please find Invoice 441009/15/XV for services performed under Work Authorization No. 14 and Associated Supplemental Agreements for DHS Segment O-6C. We have included a copy of the contractor's pay request as backup for our invoice.

The billing cycle is through September 30, 2009.

Total due this invoice is $725.65.

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
OCT 28 2009
DRAINAGE DISTRICT #1

G:\1540\4410-09\Invoices\Ltr Inv 15 (102609).docx

DANNENBAUM ENGINEERING COMPANY - MCALLEN, LLC
1109 Nolana Loop, Suite 208, McAllen, Texas 78504

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
MONTHLY PROGRESS PAYMENT INVOICE
FOR PROFESSIONAL SERVICES

October 26, 2009
LEVEE IMPROVEMENT PROJECT
WORK AUTHORIZATION NO. 14 AND SA NO. 1, SA NO. 2 AND SA NO. 3
DEC PROJECT NUMBER: 4410-09
PURCHASE ORDER NUMBERS: 610423, 610424, 610425

INVOICE NUMBER: 441009/15/XV
INVOICE PERIOD: Thru September 2009

DESCRIPTION OF WORK TASK	TYPE OF SERVICE	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING	REMAINING AMOUNT
BASIC SERVICES - FINAL DESIGN - WORK AUTHORIZATION NO. 14							
USIBWC / DHS SEGMENT 0-6C (.77 MILES) SOUTH OF HIDALGO HISTORICAL PUMP STATION							
PRELIMINARY ENGINEERING (S.A. NO 4)							
Project Startup and Coordination							
Coordination with the County/DHS/USIBWC	BASIC	$7,810.25	100.00%	$7,810.25	$7,810.25	$0.00	$0.00
Coordinaiton with Utilities and Irrigation Districts	BASIC	$7,810.25	100.00%	$7,810.25	$7,810.25	$0.00	$0.00
Coordination with State and Federal Agencies	BASIC	$7,810.25	100.00%	$7,810.25	$7,810.25	$0.00	$0.00
		$23,430.75	100.00%	$23,430.75	$23,430.75	$0.00	$0.00
Data Gathering Design Critieria							
Collect and Review County /USIBWC Data / DHS	BASIC	$5,456.21	100.00%	$5,456.21	$5,456.21	$0.00	$0.00
Visit Site with Client Representatives	BASIC	$5,017.65	100.00%	$5,017.65	$5,017.65	$0.00	$0.00
Review Existing Studies	BASIC	$7,197.56	100.00%	$7,197.56	$7,197.56	$0.00	$0.00
Develop Project Criteria	BASIC	$6,746.10	100.00%	$6,746.10	$6,746.10	$0.00	$0.00
Client Conference Review Meeting	BASIC	$4,372.71	100.00%	$4,372.71	$4,372.71	$0.00	$0.00
		$28,790.22	100.00%	$28,790.22	$28,790.22	$0.00	$0.00
Preliminary Engineering							
Confirm Route / Develop Project Layout	BASIC	$10,074.00	100.00%	$10,074.00	$10,074.00	$0.00	$0.00
Review / Confirm Basic Hydrology / Hydraulics (USIBWC)	BASIC	$11,267.14	100.00%	$11,267.14	$11,267.14	$0.00	$0.00
Determine Typical Sections and Prelim Design	BASIC	$10,074.00	100.00%	$10,074.00	$10,074.00	$0.00	$0.00
Review / Confirm Hydraulic Model (USIBWC)	BASIC	$11,434.83	100.00%	$11,434.83	$11,434.83	$0.00	$0.00
Preliminary Quantify Takeoff and Opinion of Cost	BASIC	$8,119.82	100.00%	$8,119.82	$8,119.82	$0.00	$0.00
		$50,969.79	100.00%	$50,969.79	$50,969.79	$0.00	$0.00
OTHER DIRECT COST	BASIC	$5,415.00	100.00%	$5,415.00	$5,415.00	$0.00	$0.00
PO 611166SUBTOTAL		**$108,605.77**	**100.00%**	**$108,605.77**	**$108,605.77**	**$0.00**	**$0.00**
FINAL DESIGN							
Project Startup and Coordination							
Coordination with the County/DHS/USIBWC	BASIC	$13,356.80	100.00%	$13,356.80	$13,356.80	$0.00	$0.00
Coordinaiton with Utilities and Irrigation Districts	BASIC	$10,744.78	100.00%	$10,744.78	$10,744.78	$0.00	$0.00
Coordination with State and Federal Agencies	BASIC	$5,869.00	100.00%	$5,869.00	$5,869.00	$0.00	$0.00
		$29,970.58	100.00%	$29,970.58	$29,970.58	$0.00	$0.00
Final Design - 90% Plans							
Final General Plan Sheets	BASIC	$10,970.51	100.00%	$10,970.51	$10,970.51	$0.00	$0.00
Final Plan/Profile Sheets	BASIC	$12,324.89	100.00%	$12,324.89	$12,324.89	$0.00	$0.00
Final Drainage Sheets	BASIC	$17,539.27	100.00%	$17,539.27	$17,539.27	$0.00	$0.00
Final Details and Typical Section Sheets	BASIC	$16,900.77	100.00%	$16,900.77	$16,900.77	$0.00	$0.00
Final SWPPP Sheets	BASIC	$11,238.16	100.00%	$11,238.16	$11,238.16	$0.00	$0.00
Final Specifications	BASIC	$14,482.23	100.00%	$14,482.23	$14,482.23	$0.00	$0.00
Final Quantities and Opinion of Cost	BASIC	$9,290.43	100.00%	$9,290.43	$9,290.43	$0.00	$0.00
Client Conference/ Review Meeting	BASIC	$7,703.86	100.00%	$7,703.86	$7,703.86	$0.00	$0.00
		$100,450.12	100.00%	$100,450.12	$100,450.12	$0.00	$0.00
Final Design - 100% Plans							
Final General Plan Sheets	BASIC	$12,350.69	100.00%	$12,350.69	$12,350.69	$0.00	$0.00
Final Plan/Profile Sheets	BASIC	$11,415.52	100.00%	$11,415.52	$11,415.52	$0.00	$0.00
Final Drainage Sheets	BASIC	$10,964.06	100.00%	$10,964.06	$10,964.06	$0.00	$0.00
Final Details and Typical Section Sheets	BASIC	$11,415.52	100.00%	$11,415.52	$11,415.52	$0.00	$0.00
Final SWPPP Sheets	BASIC	$10,157.88	100.00%	$10,157.88	$10,157.88	$0.00	$0.00
Final Specifications	BASIC	$8,545.52	100.00%	$8,545.52	$8,545.52	$0.00	$0.00
Final Quantities and Opinion of Cost	BASIC	$9,319.45	100.00%	$9,319.45	$9,319.45	$0.00	$0.00
Client Conference/ Review Meeting	BASIC	$9,177.56	100.00%	$9,177.56	$9,177.56	$0.00	$0.00
		$83,346.19	100.00%	$83,346.19	$83,346.19	$0.00	$0.00
OTHER DIRECT COST	BASIC	$7,832.80	100.00%	$7,832.80	$7,832.80	$0.00	$0.00
PO 610926 SUBTOTAL		**$221,599.69**	**100.00%**	**$221,599.69**	**$221,599.69**	**$0.00**	**$0.00**
PO 611166							
Reduction to Final Design Due to Reduction of Mileage from 1.01 Miles to 0.77 Miles	BASIC	**($4,388.15)**	**100.00%**	**($4,388.15)**	**($4,388.15)**	**$0.00**	**$0.00**
TOTAL BASIC SERVICES		**$325,817.31**	**100.00%**	**$325,817.31**	**$325,817.31**	**$0.00**	**$0.00**

HIDALGO COUNTY
OCT 28 2009

DESCRIPTION OF WORK TASK	TYPE OF SERVICE	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING	REMAINING AMOUNT
SPECIAL SERVICES - S.A. No. 1 TO WORK AUTHORIZATION NO. 14							
CONSTRUCTION PHASE (S. A. NO. 1)							
Bid Phase Engineering							
Coordinate P & S Reproduction	SPECIAL	$1,251.22	100.00%	$1,251.22	$1,251.22	$0.00	$0.00
Bidding Assistance	SPECIAL	$1,657.55	100.00%	$1,657.55	$1,657.55	$0.00	$0.00
Bid Opening	SPECIAL	$1,689.79	100.00%	$1,689.79	$1,689.79	$0.00	$0.00
Bid Tabulation	SPECIAL	$1,602.72	100.00%	$1,602.72	$1,602.72	$0.00	$0.00
Recommentation of Award	SPECIAL	$1,638.20	100.00%	$1,638.20	$1,638.20	$0.00	$0.00
Client Conference	SPECIAL	$2,560.49	100.00%	$2,560.49	$2,560.49	$0.00	$0.00
Notice of Award	SPECIAL	$1,306.04	100.00%	$1,306.04	$1,306.04	$0.00	$0.00
Review and Assemble Contracts	SPECIAL	$1,938.10	100.00%	$1,938.10	$1,938.10	$0.00	$0.00
		$13,644.11	100.00%	$13,644.11	$13,644.11	$0.00	$0.00
Construction Engineering							
Notice to Proceed	SPECIAL	$6,817.22	100.00%	$6,817.22	$6,817.22	$0.00	$0.00
Pre-Construction Conference/Site Visits	SPECIAL	$9,210.02	100.00%	$9,210.02	$9,210.02	$0.00	$0.00
Shop Drawings Review	SPECIAL	$7,010.71	100.00%	$7,010.71	$7,010.71	$0.00	$0.00
Site Visits	SPECIAL	$11,873.70	100.00%	$11,873.70	$11,873.70	$0.00	$0.00
Intrepretation and Clarifications	SPECIAL	$14,369.69	100.00%	$14,369.69	$14,369.69	$0.00	$0.00
Monthly Contractors Estimate	SPECIAL	$14,198.78	100.00%	$14,198.78	$14,198.78	$0.00	$0.00
Change Orders	SPECIAL	$3,724.64	100.00%	$3,724.64	$3,724.64	$0.00	$0.00
Project Site Representation	SPECIAL	$26,888.35	100.00%	$26,888.35	$26,888.35	$0.00	$0.00
Develop Monthly Engineering Report for USIBWC	SPECIAL	$1,186.72	100.00%	$1,186.72	$1,186.72	$0.00	$0.00
Develop Monthly Engineering Report for DHS/CBP/SBI	SPECIAL	$1,483.41	100.00%	$1,483.41	$1,483.41	$0.00	$0.00
Meeting with USIBWC	SPECIAL	$2,476.64	100.00%	$2,476.64	$2,476.64	$0.00	$0.00
Meeting with DHS/CBP/SBI	SPECIAL	$2,799.12	100.00%	$2,799.12	$2,799.12	$0.00	$0.00
Monthly Site Visit w/USIBWC	SPECIAL	$1,857.48	100.00%	$1,857.48	$1,857.48	$0.00	$0.00
Monthly Site Visit w/DHS/CBP/SBI	SPECIAL	$2,476.64	100.00%	$2,476.64	$2,476.64	$0.00	$0.00
Montly Meeting with Financial Officers	SPECIAL	$890.04	100.00%	$890.04	$890.04	$0.00	$0.00
Set up and Maintain Office Space for DHS/CBP/SBI	SPECIAL	$644.96	100.00%	$644.96	$644.96	$0.00	$0.00
		$107,908.12	100.00%	$107,908.12	$107,908.12	$0.00	$0.00
Project Completion / Final Acceptance							
Final Inspection	SPECIAL	$5,994.90	99.00%	$5,934.95	$5,875.00	$59.95	$59.95
Contractor's Final Pay Estimate	SPECIAL	$5,150.00	99.00%	$5,098.50	$5,047.00	$51.50	$51.50
Certificate of Completion	SPECIAL	$6,726.92	99.00%	$6,659.66	$6,592.39	$67.27	$67.27
Record As Built Drawings	SPECIAL	$5,469.25	20.00%	$1,093.85	$546.93	$546.92	$4,375.40
		$23,341.07	80.49%	$18,786.95	$18,061.31	$725.64	$4,554.12
Other Direct Cost	SPECIAL	$8,116.00	95.00%	$7,710.20	$7,710.20	$0.00	$405.80
PO 610927 SUBTOTAL		**$153,009.31**	**96.76%**	**$148,049.38**	**$147,323.74**	**$725.64**	**$4,959.92**
SURVEYING SERVICES (S.A. NO 2 TO W.A. NO. 14)							
Survey (Topo / Data Gathering) - DOS LOGISTICS	SPECIAL	$23,100.00	100.00%	$23,100.00	$23,100.00	$0.00	$0.00
PO 611133 SUBTOTAL		**$23,100.00**	**100.00%**	**$23,100.00**	**$23,100.00**	**$0.00**	**$0.00**
SURVEYING SERVICES - ESTABLISH ROW (S.A. NO. 3 TO W.A. NO.14)							
Survey (Establish Existing ROW) - DOS LOGISTICS, INC.	SPECIAL	$1,155.00	100.00%	$1,155.00	$1,155.00	$0.00	$0.00
PO 611134 SUBTOTAL		**$1,155.00**	**100.00%**	**$1,155.00**	**$1,155.00**	**$0.00**	**$0.00**
TOTAL SPECIAL SERVICES		**$177,264.31**	**97.20%**	**$172,304.38**	**$171,578.74**	**$725.64**	**$4,959.92**
GRAND TOTAL FEE FOR FINAL & SPECIAL SERVICES FOR WA NO. 14		**$503,081.62**	**99.01%**	**$498,121.69**	**$497,396.05**	**$725.65**	**$4,959.93**
TOTAL AMOUNT DUE THIS INVOICE FOR WORK AUTHORIZATION NO. 14						**$725.65**	

Thru Contractor Pay Request No. 12

HIDALGO COUNTY
OCT 28 2009
DRAINAGE DISTRICT #1

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

REQUEST FOR PAYMENT
IH35 SEGMENT 6-4B & 6-5C (1.30 MILES)
SER CONSTRUCTION PARTNERS, LTD.
3438 Pasadena Blvd.
Pasadena, Texas 77503

REQUEST FOR PAYMENT NO. 13

Project Number: 4418-02-130 MILES
Date: 9/30/2009

CONTRACT NO. 08-0727-00-03
WORK THRU 9/23/2009

PROGRESS BILLING WORKSHEET - NO. 1

ROBERT E. RAMOS, PRESIDENT	ITEM NO	UNIT	TOTAL QUANTITY	BID UNIT PRICE	TOTAL BID PRICE	CHANGE ORDERS 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
TEMP EROSION CONTROL (BLT/SF FABRIC FENCE)	1	LF	14,400	$ 3.00	$ 43,200.00	21A, 25	95,157.00	$ 3.00	$ 1,740.00	14,000.00	0.00	14,000.00	44,700.00	44,700.00	-	943.00
SIGNALIZATION	2	LS	1	$ 1,300,000.00	$ 1,300,000.00				$ -	1.00	0.00	1.00	1,300,000.00	1,300,000.00	-	-
TEMP POLLUTION CONTROL (CONSTRUCT / ENTER)	3	EA	1	$ 5,000.00	$ 5,000.00				$ -	1.00	0.00	1.00	5,000.00	5,000.00	-	-
REMOVE/STOCKPILE EXIST EMBANKMENT	4	CY	11,000	$ 10.00	$ 110,000.00	21A, 25	12,137.00	$ 10.00	$ 8,370.00	12,137.00	0.00	12,137.00	121,370.00	121,370.00	-	-
RETAINING WALL (CAST-IN-PLACE)(FOOTING)	5	CY	5,200	$ 600.00	$ 3,120,000.00	1,21 A,23, 25,34	5,335.34	$ 601.96	$ 170,156.21	5,331.45	94.33	5,331.79	3,199,101.71	3,314,615.00	5,035.37	191,644.13
RETAINING WALL (CAST-IN-PLACE)(FOOTING)	6	CY	6,715	$ 530.00	$ 3,603,200.00	1,21 A,23, 25,34	7,272.98	$ 570.00	$ 406,686.44	3,839.98	0.00	7,006.94	4,049,992.00	4,049,992.00	-	129,994.38
RETAINING WALL (CAST IN PLACE) (SCH)	7	CY	530	$ 350.00	$ 402,000.00	21A, 25,34	992.55	$ 407.00	$ 35,121.17	583.34	0.00	592.34	485,000.00	485,000.00	-	9,021.55
TRENCH WATER PROTECTION	8	LF	1,200	$ 7.00	$ 7,400.00	25	1,043.00	$ 3.00	$ 3,129.00	1,043.00	0.00	1,043.00	7,300.00	7,300.00	-	-
TEMPORARY SHORING	9	SF	1,700	$ 1.00	$ 1,400.00	21A	4,043.00	$ 3.00	$ 1,029.00	4,043.00	0.00	4,043.00	5,000.00	5,000.00	-	-
CONSTRUCT CHAIN WALL WITH CYCLONE WORK GATE, HATCH, LADDER & APPURTENANCES (7 @ 4 @ 8)	10	EA	1	$ 120,000.00	$ 120,000.00				$ -	1.00	0.00	1.00	120,000.00	120,000.00	-	-
PERFORATED UNDERDRAIN PIPE (6 IN SDR35)	11	LF	1,300	$ 17.00	$ 124,100.00	21A, 25,34	7,815.00	$ 10.95	$ 8,951.63	7,400.00	97.00	7,567.00	127,330.00	128,979.37	1,649.37	3,101.38
AGGREGATE DRAIN MATERIAL	12	CY	5,877	$ 60.00	$ 352,620.00	A,23, 34	1,139.15	$ 30.00	$ (204,473.45)	1,002.11	13.00	1,002.11	84,000.00	83,820.00	900.00	1,900.00
METAL BEAM GUARD FENCE	13	LF	4,150	$ 30.00	$ 124,500.00	34,35	388.00	$ 30.00	$ (170,120.00)	0.00	0.00	0.00	-	-	-	7,788.00
EXIST GUARDRAIL RIGHT OF WAY	14	RYA	12	$ 60.00	$ 720.00				$ -	72.00	0.00	72.00	720.00	720.00	-	-
REMOVE EXIST CONCRETE STRUCTURE	15	LF	6,000	$ 7.00	$ 42,000.00				$ -	6,000.00	0.00	6,000.00	6,000.00	6,000.00	-	-
REMOVE EXIST MISCELLANEOUS	16	LS	0.000	$ 7.00	$ 35,000.00				$ -	5,000.00	0.00	5,000.00	35,000.00	35,000.00	-	-
REMOVE EXIST SIGN STRUCTURE	17	EA	1	$ 3,000.00	$ 3,000.00				$ -	1.00	0.00	1.00	3,000.00	3,000.00	-	-
EMBANKMENT	18	CY	82,640	$ 20.00	$ 1,652,800.00	21A, 25,35	103,000.00	$ 20.00	$ 1,020,140.00	100,300.00	7,443.00	107,021.00	3,007,230.00	3,104,430.00	103,010.00	102,000.00
END VEHICLE (PERMIT MTL)	19	CY	76,000	$ 15.00	$ 1,125,000.00	25	6,957.00	$ 15.00	$ (1,043,550.00)	6,957.00	0.00	6,957.00	104,355.00	104,355.00	-	-
TEMP SED BARRIER (SILT FENCE)	20	LF	3,000	$ 200.00	$ 600,000.00	10A, 25A, 25	334.57	$ 200.00	$ (200,631.20)	30.00	0.00	30.00	13,200.00	13,200.00	-	67,102.00
TEMP FAB GATE (14 FT)	21	EA	14	$ 400.00	$ 5,600.00				$ -	14.00	0.00	14.00	5,600.00	5,600.00	-	-
EXIST MISC ASPHALT (2")	22	SY	4,000	$ 17.00	$ 64,000.00				$ -	0.00	0.00	0.00	-	-	-	64,000.00
EXIST CONC PVMT	23	SY	772	$ 15.00	$ 11,580.00				$ -	0.00	0.00	0.00	-	-	-	11,580.00
PAVEMENT MARKING	24	LS	1	$ 5,000.00	$ 5,000.00				$ -	0.00	0.00	0.00	-	-	-	5,000.00
REMOVING & PLACING TOPSOIL (SALVAGED MATERIAL)	25	STA	20	$ 1,500.00	$ 30,000.00	21A	21.00	$ 1,500.00	$ 1,500.00	21.00	0.00	21.00	31,500.00	31,500.00	-	-
FURNISHING & PLACING TOPSOIL (NEW)	26	STA	33	$ 1,200.00	$ 36,100.00	21A, 25	34.00	$ 1,700.00	$ 3,100.00	34.00	0.00	34.00	31,800.00	31,800.00	-	3,400.00
FLEXBASE (SALVAGED MATERIAL) (CA)(CS) (TY D GR 1) (6 IN)	27	CY	1,042	$ 2.00	$ 2,730.00	21A, 25	1,000.00	$ 2.00	$ 34.00	1,000.00	0.00	1,000.00	2,732.00	2,732.00	-	-
FLEXBASE (NEW) (CA)(CS) (TY D GR 1) (6 IN)	28	CY	4,000	$ 30.00	$ 121,000.00	10A, 21A, 25	3,101.00	$ 30.00	$ 34,200.00	2,000.00	0.00	2,000.00	720,000.00	720,000.00	-	5,340.00
PRIME COAT (CSS-1H) (0.25)	29	LF	1,000	$ 1.00	$ 25,000.00				$ -	4,000.00	0.00	4,000.00	25,000.00	25,000.00	-	-
HYDRO MULCH	30	SY	53,333	$ 0.00	$ 42,670.40	21A, 25	64,000.00	$ 0.00	$ 1,036.00	32,000.00	0.00	32,000.00	42,324.80	42,324.80	-	303.60
SEDIMENT CONTROL FENCE (SCF) (L)	31	LF	200	$ 300.00	$ 100,000.00				$ -	300.00	0.00	300.00	91,000.00	91,000.00	-	17,000.00
CONC RETAINING WALL (2 FT)	32	EA	0	$ 12,000.00	$ 24,000.00				$ -	2.00	0.00	2.00	24,000.00	24,000.00	-	-
HAUL LOAD (TRANSPORT FROM STAGING AREA 4 INSTALL PER PLANS) (LF2)	33	KA	1,000	$ 50.00	$ 53,041.00	10A	0.00	$ 50.00	(53,041.00)	0.00	0.00	0.00	-	-	-	-
HAUL LOAD (TRANSPORT FROM STAGING AREA 4 INSTALL PER PLANS) (LF3)	34	KA	442	$ 62.00	$ 27,404.00	10A	0.00	$ 62.00	(27,404.00)	0.00	0.00	0.00	-	-	-	-
HAUL LOAD (TRANSPORT FROM STAGING AREA 4 INSTALL PER PLANS) (CF2)	35	KA	195	$ 74.00	$ 14,504.00	10A, 17A	432.00	$ 34.15	$ 237.20	432.00	0.00	432.00	14,131.20	14,131.20	-	-
HAUL LOAD (TRANSPORT FROM STAGING AREA 4 INSTALL PER PLANS) (FT)	36	KA	667	$ 57.00	$ 38,019.00	10A	693.00	$ 57.00	$ 696.00	693.00	0.00	693.00	39,483.00	39,483.00	-	-
HAUL LOAD (TRANSPORT FROM STAGING AREA 4 INSTALL PER PLANS) (SLOPE)	37	KA	1,130	$ 100.00	$ (12,959.00)	10A	1,147.00	$ 100.00	$ 1,000.00	1,147.00	0.00	1,147.00	114,700.00	114,700.00	-	-
HAUL LOAD (TRANSPORT FROM STAGING AREA 4 INSTALL PER PLANS) (SLOPE 2)	38	KA	3,961	$ 107.00	$ 304,027.00	10A, 17A, 21A	2,822.00	$ 107.00	$ (14,171.00)	2,822.00	0.00	2,822.00	287,844.00	287,844.00	-	-
HAUL LOAD (TRANSPORT FROM STAGING AREA 4 INSTALL PER PLANS) (SLOPE 3)	39	KA	484	$ 110.00	$ 56,160.00	10A	477.00	$ 110.00	$ 2,130.00	477.00	0.00	477.00	52,470.00	52,470.00	-	-
HAUL LOAD (TRANSPORT FROM STAGING AREA 4 INSTALL PER PLANS) (SWT)	40	KA	994	$ 270.00	$ 132,984.00	10A, 17A, 21A, 25,34	1,231.00	$ 270.00	$ 109,512.00	960.00	30.00	1,020.00	259,200.00	265,230.00	20,430.00	53,820.00
HOT LOAD (SUPPLY, CUT & WELD ANGLE IRON SUPPORTS (4 IN X 4 IN X 1/4 IN @ 8 FT)	41	LF	8,237	$ 24.00	$ 197,688.00	10A, 17A, 21A, 25,34	7,240.00	$ 24.00	$ (10,992.00)	7,200.00	407.00	7,632.00	172,320.00	183,648.00	10,730.00	2,320.00
SIGN (REMOVE & RELOCATE)	42	EA	0	$ 300.00	$ 1,200.00				$ -	4.00	0.00	4.00	1,200.00	1,200.00	-	-
SIGN (REMOVE & DISPOSE) ST2	43	EA	23	$ 300.00	$ 7,500.00				$ -	23.00	0.00	23.00	7,500.00	7,500.00	-	-
FLAT GATED WYE W/4" PIPE & TEE (6 IN.)	44	EA	10	$ 2,000.00	$ 20,000.00				$ -	14.00	0.00	14.00	28,000.00	28,000.00	-	-
CAT OPENING	45	EA	3	$ 300.00	$ 1,000.00	21A, 25	0.00	$ 300.00	$ 2,000.00	0.00	0.00	0.00	-	-	-	3,000.00
ANTI CLIMBING FENCE	46	EA	3	$ 10,000.00	$ 30,000.00	21A, 25	3.00	$ 10,000.00	$ 30,000.00	3.00	0.00	3.00	30,000.00	30,000.00	-	-
36" STAND PIPE (10 FT.) CAPPED IN PLACE	47	EA	1	$ 6,000.00	$ 6,000.00				$ -	1.00	0.00	1.00	6,000.00	6,000.00	-	-
SHEET WALL DRAIN MATERIAL	48	SF	0	$ -	$ -	10A, 17A, 21A, 25,34	69,357.00	$ 2.25	$ 223,298.11	66,000.00	1,100.00	67,374.00	216,347.00	218,614.34	2,000.34	5,053.57
ADVANCE PIPE TO SET	49	LA	0	$ -	$ -	10A	1.00	$ 1,000.00	$ 1,000.00	1.00	0.00	1.00	1,000.00	1,000.00	-	-
REMOVE CONCRETE HEADWALL	50	EA	0	$ -	$ -	10A	1.00	$ 1,700.00	$ 1,700.00	1.00	0.00	1.00	1,700.00	1,700.00	-	-
CONSTRUCT CONCRETE HEADWALL	51	EA	0	$ -	$ -	10A	1.00	$ 3,000.00	$ 3,000.00	1.00	0.00	1.00	3,000.00	3,000.00	-	-
24" C.M.P. OR EQUIVALENT PIPE	52	LF	0	$ -	$ -	10A	1.00	$ 1,000.00	$ 1,000.00	1.00	0.00	1.00	1,000.00	1,000.00	-	-
24" RCP CLASS III	53	LF	0	$ -	$ -	10A	1.00	$ 1,200.00	$ 1,200.00	1.00	0.00	1.00	1,200.00	1,200.00	-	-
HAUL LOAD (TRANSPORT FROM STAGING AREA 4 INSTALL PER PLANS)	54	KA	0	$ -	$ -	17A	120.00	$ 62.10	$ 7,452.00	120.00	0.00	120.00	7,452.00	7,452.00	-	-
CONC SAF END TREATMENT (SLOPED)	55	CY	0	$ -	$ -	10A	3,000.00	$ 90.00	$ 264,000.00	3,000.00	0.00	3,000.00	250,000.00	250,000.00	-	-
WELD AN ADDITIONAL 10' HOLLAND (TRANSPORT & INSTALL)	56	KA	0	$ -	$ -	17A, 21A	46.00	$ 770.30	$ 21,656.20	42.00	0.00	42.00	21,655.30	21,655.30	-	-
FLEXBASE (NEW) (CA)(CS) (TY D GR 1) (8 IN) (RAMP)	57	CY	0	$ -	$ -	21A, 25	237.00	$ 30.00	$ 7,110.00	100.00	0.00	100.00	3,270.00	3,270.00	-	3,840.00
CONCRETE HEADER	58	LF	0	$ -	$ -	21A, 25	0.00	$ 0.00	$ -	0.00	0.00	0.00	-	-	-	-
TEMPORARY SEDIMENT CONTROL FENCE (LF)	59	LF	0	$ -	$ -	25	130.00	$ 100.75	$ 13,097.44	40.00	0.00	40.00	4,737.00	4,737.00	-	12,360.52
CONCRETE (HMA) AND FOUNDATION	60	SY	0	$ -	$ -	25	30.00	$ 30.00	$ 1,021.00	31.00	0.00	31.00	1,020.00	1,020.00	-	-
CONCRETE (CURB AND GUTTER)	61	CY	0	$ -	$ -	25,35	217.00	$ 400.00	$ 86,800.00	217.00	0.00	217.00	104,000.00	104,000.00	-	-
SAW CUT (FOR CONCRETE)	62	FA	0	$ -	$ -	25,35	7.00	$ 1,000.00	$ 7,000.00	0.00	0.00	0.00	-	-	-	4,120.00
CONCRETE CHAIN LINK FENCE	63	LF	0	$ -	$ -	25	0.00	$ 30.00	$ 1,000.00	0.00	0.00	0.00	-	-	-	-
CONCRETE CURBING (CUB AND GUTTER	64	LF	0	$ -	$ -	25	0.00	$ 0.00	$ -	0.00	0.00	0.00	-	-	-	-
CONCRETE HEADWALL (CONSTRUCTION)	65	LF	0	$ -	$ -	25	0.00	$ 0.00	$ -	0.00	0.00	0.00	-	-	-	-
TRAFFIC LANE FENCE (SF)	66	LF	0	$ -	$ -	25	0.00	$ 0.00	$ -	0.00	0.00	0.00	-	-	-	-
REMOVE & RELOCATE (SIGN PLAN)	67	LF	0	$ -	$ -	25	0.00	$ 0.00	$ -	0.00	0.00	0.00	-	-	-	-
REMOVE & RELOCATE (CS OF RETAINING WALL CAP (2 FT CAP) (FAL VAGED EXISTING VERTICAL AND	68	LF	0	$ -	$ -	25	0.00	$ 0.00	$ -	0.00	0.00	0.00	-	-	-	-
REMOVE & RELOCATE (CS OF RETAINING WALL CAP (2 FT CAP) (FAL VAGED EXISTING VERTICAL AND	69	LF	0	$ -	$ -	25	0.00	$ 0.00	$ -	0.00	0.00	0.00	-	-	-	-
HORIZONTAL REINFORCING STEEL)	70	LF	0	$ -	$ -	25	0.00	$ 0.00	$ -	0.00	0.00	0.00	-	-	-	-
PERMANENT SEEDING (HYDRO)	71	PA	0	$ -	$ -	25	0.00	$ 0.00	$ -	0.00	0.00	0.00	-	-	-	-
REMOVE & RELOCATE (CS OF RETAINING WALL CAP (2 FT CAP) (FAL VAGED EXISTING VERTICAL AND	72	LF	0	$ -	$ -	25	0.00	$ 0.00	$ -	0.00	0.00	0.00	-	-	-	-
HORIZONTAL REINFORCING STEEL)	73	LF	0	$ -	$ -	25	0.00	$ 0.00	$ -	0.00	0.00	0.00	-	-	-	-
PERMANENT SEEDING (HYDRO)	74	LF	0	$ -	$ -	25	0.00	$ 0.00	$ -	0.00	0.00	0.00	-	-	-	-
ANTI CLIMBING (FACE PANEL ASSEMBLY) (TY 2) (GALVANIZED)	75	LA	0	$ -	$ -	25A	1.00	$ 3,120.00	$ 3,120.00	1.00	0.00	1.00	3,120.00	3,120.00	-	-
ANTI CLIMBING (FACE PANEL ASSEMBLY) (TY 2) (GALVANIZED)	76	LA	0	$ -	$ -	25A	1.00	$ 3,120.00	$ 3,120.00	1.00	0.00	1.00	3,120.00	3,120.00	-	-
ANTI CLIMBING (FACE PANEL ASSEMBLY) (TY 2) (GALVANIZED)	77	LA	0	$ -	$ -	25A	1.00	$ 3,120.00	$ 3,120.00	1.00	0.00	1.00	3,120.00	3,120.00	-	-
ANTI CLIMBING (FACE PANEL ASSEMBLY) (TY 2) (GALVANIZED)	78	LA	0	$ -	$ -	25A	1.00	$ 3,120.00	$ 3,120.00	1.00	0.00	1.00	3,120.00	3,120.00	-	-
ANTI CLIMBING (FACE PANEL ASSEMBLY) (TY 2) (GALVANIZED)	79	LA	0	$ -	$ -	25A	1.00	$ 3,120.00	$ 3,120.00	1.00	0.00	1.00	3,120.00	3,120.00	-	-

														TOTAL COMPLETE TO-DATE	NOTAL CURRENT CONTRACT EARNED	CONTRACT BALANCE TO COMPLETE
ORIGINAL CONTRACT AMOUNT:	$ 14,197,729.60															
NET CHANGES BY CHANGE ORDER(S)	$ 4,882,735.53															
TOTAL CONTRACT AMOUNT TO DATE	$ 19,080,465.13													$ 14,944,777.97	$ 15,173,197.85	$ 228,419.88	$ 867,268.28
Estimated % Project Completion to Date	94.49%															
													LESS RETAINAGE @ 10%	$ 1,517,319.77	$ 23,041.97	
													PENDING RELEASED RETAINAGE PR # 11	$ 790,636.66	$ -	
													(-) PA Progress Payments for Payments	$ 14,232,000.00		
													TOTAL AMOUNT DUE THIS REQUEST		$ 205,377.91	$ 205,377.91

Contractor: SER CONSTRUCTION PARTNERS, LTD.

CERTIFICATION OF CONTRACTOR

According to the best of my knowledge and belief, I certify that all dollar 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 Contractual / 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 has satisfied its obligations under the Contract with respect to the labor provision of said contract

Signed: _____ Date: 10/5/2009

Title: ROBERT 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 at time of payment free and clear of all liens, security interest or encumbrances) and (2) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective

DATE: 10/5/2009 By: _____ SER CONSTRUCTION PARTNERS, LTD. CONTRACTOR

ROBERT E. RAMOS, PRESIDENT

State of: TEXAS
County of: HARRIS
Subscribed and sworn to before me this 5TH day of OCTOBER 2009

Notary Public

My Commission Expires: 4/13/2010

ERIC GARZA NOTARY PUBLIC STATE OF TEXAS EXPIRES 4-13-2010

Engineer: DANNENBAUM ENGINEERING TEXAS, 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 materials 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

HECTOR CAMPA
INSPECTOR

Date: 10/6/09

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

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

Date: 10/06/09

OWNER CERTIFICATION

I have checked the estimate against the contractor's Schedule of Amount for Contract Payments. The notes and reports of my inspectors 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: _____

ID Salinas
Chairman of the Board

DANNENBAUM ENGINEERING COMPANY - MCALLEN LLC
1109 NOLANA LOOP, SUITE 208 McALLEN, TEXAS 78504 (956) 682-3677

October 26, 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 441002/19A/XV for DHS Segment O-7***

Dear Mr. Garza,

Enclosed please find Invoice 441002/19A/XV for services performed on the Hidalgo County Levee Improvement Project DHS Segment 0-7. We have included a copy of the contractor's pay request as for backup for our invoice.

The billing cycle is through September 30, 2009.

Total due is $564.00. ok

If you have any questions, please call our office.

Sincerely,

Louis H. Jones-ss

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

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

HIDALGO COUNTY
OCT 28 2009
DRAINAGE DISTRICT #1

G:\1540\4410-02\Invoices\Ltr Inv 19 (102609) O-7.docx

DANNENBAUM ENGINEERING COMPANY - MCALLEN, LLC
1109 Nolana Loop, Suite 208, McAllen, Texas 78504

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
MONTHLY PROGRESS PAYMENT INVOICE
FOR PROFESSIONAL SERVICES

(INVOICE FORMAT REVISED MAY 2008)
(Invoice No. 441002/01/XV and Invoice 441002/02/XV included in Invoice 4287xx and 4410xx/10/XV and Invoice 4287xx and 4410xx/11/XV

October 26, 2009
LEVEE IMPROVEMENT PROJECT
WORK AUTHORIZATION NO. 7 AND SA NO. 1, SA NO. 2, SA NO. 3 AND SA NO.4 TO WA NO. 7
DEC PROJECT NUMBER: 4410-02
PURCHASE ORDER NUMBERS: 610414, 610415, 610416

INVOICE NUMBER: 441002/19A/XV
INVOICE PERIOD: Thru September 2009

DESCRIPTION OF WORK TASK	TYPE OF SERVICE	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING	REMAINING AMOUNT
BASIC SERVICES - PARTIAL PRELIMINARY ENGINEERING - WORK AUTHORIZATION NO. 7							
CONCRETE FLOOD STRUCTURE DHS SEGMENT 0-7 (0.90 MILES)							
PARTIAL PRELIMINARY ENGINEERING (DHS SEGMENT 0-7)(0.90 MILES)							
Project Startup and Coordination							
Partial Coordination with the County/DHS/USIBWC	BASIC	$6,455.19	100.00%	$6,455.19	$6,455.19	$0.00	$0.00
Partial Coordinaiton with Utilities and Irrigation Districts	BASIC	$7,150.44	100.00%	$7,150.44	$7,150.44	$0.00	$0.00
Partial Coordination with State and Federal Agencies	BASIC	$3,252.54	100.00%	$3,252.54	$3,252.54	$0.00	$0.00
		$16,858.17	100.00%	$16,858.17	$16,858.17	$0.00	$0.00
Partial Data Gathering Design Critieria							
Partial Collect and Review County /USIBWC Data / DHS	BASIC	$2,007.20	100.00%	$2,007.20	$2,007.20	$0.00	$0.00
Partial Visit Site with Client Representatives	BASIC	$1,319.68	100.00%	$1,319.68	$1,319.68	$0.00	$0.00
Partial Review Existing Studies	BASIC	$2,761.68	100.00%	$2,761.68	$2,761.68	$0.00	$0.00
Partial Develop Project Criteria	BASIC	$2,565.34	100.00%	$2,565.34	$2,565.34	$0.00	$0.00
Partial Client Conference Review Meeting	BASIC	$1,754.22	100.00%	$1,754.22	$1,754.22	$0.00	$0.00
		$10,408.12	100.00%	$10,408.12	$10,408.12	$0.00	$0.00
Partial Prelimnary Engineering							
Partial Confirm Route / Develop Project Layout	BASIC	$2,890.43	100.00%	$2,890.43	$2,890.43	$0.00	$0.00
Partial Review / Confirm Basic Hydrology / Hydraulics (USIBWC)	BASIC	$2,031.02	100.00%	$2,031.02	$2,031.02	$0.00	$0.00
Partial Determine Typical Sections and Prelim Design	BASIC	$4,010.56	100.00%	$4,010.56	$4,010.56	$0.00	$0.00
Partial Review / Confirm Hydraulic Model (USIBWC)	BASIC	$3,048.15	100.00%	$3,048.15	$3,048.15	$0.00	$0.00
Partial Preliminary Quantify Takeoff and Opinion of Cost	BASIC	$1,312.21	100.00%	$1,312.21	$1,312.21	$0.00	$0.00
Partial Analysis of Three Structural Wall Alternatives/Report	BASIC	$3,254.13	100.00%	$3,254.13	$3,254.13	$0.00	$0.00
		$16,546.50	100.00%	$16,546.50	$16,546.50	$0.00	$0.00
610414 SUBTOTAL		**$43,812.79**	**100.00%**	**$43,812.79**	**$43,812.79**	**$0.00**	**$0.00**
REMAINING PRELIMINARY ENGINEERING (DHS SEGMENT 0-7)(0.90 MILES)(S.A. NO. 3 TO W.A. NO. 7)							
Partial Project Startup and Coordination							
Coordination with the County/DHS/USIBWC	BASIC	$1,167.76	100.00%	$1,167.76	$1,167.76	$0.00	$0.00
Coordinaiton with Utilities and Irrigation Districts	BASIC	$438.72	100.00%	$438.72	$438.72	$0.00	$0.00
Coordination with State and Federal Agencies	BASIC	$845.17	100.00%	$845.17	$845.17	$0.00	$0.00
		$2,451.65	**100.00%**	$2,451.65	$2,451.65	$0.00	$0.00
Remaining Data Gathering / Design Criteria							
Collect and Review County /USIBWC Data / DHS	BASIC	$1,251.63	100.00%	$1,251.63	$1,251.63	$0.00	$0.00
Visit Site with Client Representatives	BASIC	$845.17	100.00%	$845.17	$845.17	$0.00	$0.00
Coordinate Field Survey	BASIC	$1,135.50	100.00%	$1,135.50	$1,135.50	$0.00	$0.00
Review Existing Studies	BASIC	$729.04	100.00%	$729.04	$729.04	$0.00	$0.00
Develop Project Criteria	BASIC	$2,503.27	100.00%	$2,503.27	$2,503.27	$0.00	$0.00
Client Conference Review Meeting	BASIC	$1,561.31	100.00%	$1,561.31	$1,561.31	$0.00	$0.00
		$8,025.93	**100.00%**	$8,025.93	$8,025.92	$0.00	$0.00
Remaining Prelimnary Engineering							
Confirm Route / Develop Project Layout	BASIC	$1,448.41	100.00%	$1,448.41	$1,448.41	$0.00	$0.00
Review / Confirm Basic Hydrology / Hydraulics (USIBWC)	BASIC	$825.82	100.00%	$825.82	$825.82	$0.00	$0.00
Determine Typical Sections and Prelim Design	BASIC	$1,177.44	100.00%	$1,177.44	$1,177.44	$0.00	$0.00
Review / Confirm Hydraulic Model (USIBWC)	BASIC	$1,083.89	100.00%	$1,083.89	$1,083.89	$0.00	$0.00
Preliminary Quantify Takeoff and Opinion of Cost	BASIC	$951.63	100.00%	$951.63	$951.63	$0.00	$0.00
Prepare 30% Schematics	BASIC	$15,967.99	100.00%	$15,967.99	$15,967.99	$0.00	$0.00
		$21,455.18	**100.00%**	$21,455.18	$21,455.18	$0.00	$0.00
Other Direct Cost	BASIC	$5,389.20	100.00%	$5,389.20	$5,389.20	$0.00	$0.00
610912 SUBTOTAL		**$37,321.96**	**100.00%**	**$37,321.96**	**$37,321.96**	**$0.00**	**$0.00**
FINAL DESIGN (DHS SEGMENT 0-7)(0.90 MILES)(S.A. NO. 3 to WA.7)							
Project Startup and Coordination							
Coordination with the County/DHS/USIBWC	BASIC	$3,367.32	100.00%	$3,367.32	$3,367.32	$0.00	$0.00
Coordinaiton with Utilities and Irrigation Districts	BASIC	$3,947.89	100.00%	$3,947.89	$3,947.89	$0.00	$0.00
Coordination with State and Federal Agencies	BASIC	$1,941.69	100.00%	$1,941.69	$1,941.69	$0.00	$0.00
		$9,256.90	**100.00%**	$9,256.90	$9,256.90	$0.00	$0.00

HIDALGO COUNTY
OCT 28 2009
DRAINAGE DISTRICT

DESCRIPTION OF WORK TASK	TYPE OF SERVICE	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING	REMAINING AMOUNT
Final Design - 90 % Plans							
Final General Plan Sheets	BASIC	$17,436.51	100.00%	$17,436.51	$17,436.51	$0.00	$0.00
Final Plan/Profile Sheets	BASIC	$15,094.87	100.00%	$15,094.87	$15,094.87	$0.00	$0.00
Final Drainage Sheets	BASIC	$18,229.96	100.00%	$18,229.96	$18,229.96	$0.00	$0.00
Final Detail And Typical Section Sheets	BASIC	$14,101.44	100.00%	$14,101.44	$14,101.44	$0.00	$0.00
Final SWPPP Sheets	BASIC	$14,662.66	100.00%	$14,662.66	$14,662.66	$0.00	$0.00
Final Specifications	BASIC	$15,004.56	100.00%	$15,004.56	$15,004.56	$0.00	$0.00
Final Quantities and Opinion of Cost	BASIC	$13,985.33	100.00%	$13,985.33	$13,985.33	$0.00	$0.00
Client Conference/Review Meeting	BASIC	$5,044.52	100.00%	$5,044.52	$5,044.52	$0.00	$0.00
		$113,559.85	**100.00%**	$113,559.85	$113,559.85	$0.00	$0.00
Final Design - 100% Plans							
Final General Plan Sheets	BASIC	$4,857.45	100.00%	$4,857.45	$4,857.45	$0.00	$0.00
Final Plan/Profile Sheets	BASIC	$4,876.80	100.00%	$4,876.80	$4,876.80	$0.00	$0.00
Final Drainage Sheets	BASIC	$6,928.16	100.00%	$6,928.16	$6,928.16	$0.00	$0.00
Final Details and Typical Section Sheets	BASIC	$4,115.61	100.00%	$4,115.61	$4,115.61	$0.00	$0.00
Final SWPPP Sheets	BASIC	$3,464.08	100.00%	$3,464.08	$3,464.08	$0.00	$0.00
Final Specifications	BASIC	$4,089.81	100.00%	$4,089.81	$4,089.81	$0.00	$0.00
Final Quantities and Opinion of Cost	BASIC	$5,334.81	100.00%	$5,334.81	$5,334.81	$0.00	$0.00
Client Conference / Review Meeting	BASIC	$2,193.28	100.00%	$2,193.28	$2,193.28	$0.00	$0.00
		$35,859.99	**100.00%**	$35,859.99	$35,859.99	$0.00	$0.00
Other Direct Cost	BASIC	$3,592.80	100.00%	$3,592.80	$3,592.80	$0.00	$0.00
610912 SUBTOTAL		**$162,269.54**	**100.00%**	**$162,269.54**	**$162,269.54**	**$0.00**	**$0.00**
TOTAL BASIC SERVICES (DHS SEGMENT 0-7)(0.90 MILES)		**$243,404.29**	**100.00%**	**$243,404.29**	**$243,404.29**	**$0.00**	**$0.00**
SPECIAL SERVICES TO WORK AUTHORIZTION NO. 7 (DHS SEGMENT 0-7)(0.90 MILES)							
SURVEYING SERVICES (S.A. NO 1 TO W.A. NO. 7)							
Survey (Vert Cont/Survey QA QC) - **DANNENBAUM**	SPECIAL	$11,594.44	100.00%	$11,594.44	$11,594.44	$0.00	$0.00
Survey (Horizonal Control) - **DOS LOGISTICS, INC.**	SPECIAL	$7,525.06	100.00%	$7,525.06	$7,525.06	$0.00	$0.00
Survey (Topo/Data Gathering) - **DOS LOGISTICS, INC.**	SPECIAL	$46,602.71	100.00%	$46,602.71	$46,602.71	$0.00	$0.00
Survey (Base Map Preparation) - **DOS LOGISTICS, INC.**	SPECIAL	$7,177.79	100.00%	$7,177.79	$7,177.79	$0.00	$0.00
610415 SUBTOTAL		**$72,900.00**	**100.00%**	**$72,900.00**	**$72,900.00**	**$0.00**	**$0.00**
SURVEYING SERVICES - ESTABLISH ROW (S.A. NO 2)							
Survey (Establish Existing ROW) - **DOS LOGISTICS, INC.**	SPECIAL	$3,283.73	100.00%	$3,283.73	$3,283.73	$0.00	$0.00
Survey (Establish Existing ROW) QA QC - **DANNENBAUM**	SPECIAL	$361.27	100.00%	$361.27	$361.27	$0.00	$0.00
610416 SUBTOTAL		**$3,645.00**	**100.00%**	**$3,645.00**	**$3,645.00**	**$0.00**	**$0.00**
CONSTRUCTION ENGINEERING (S. A. NO. 4 TO W.A. NO. 7)							
BID PHASE							
Coordinate P & S Reproduction	SPECIAL	$780.37	100.00%	$780.37	$780.37	$0.00	$0.00
Bidding Assistance	SPECIAL	$983.53	100.00%	$983.53	$983.53	$0.00	$0.00
Bid Opening	SPECIAL	$999.65	100.00%	$999.65	$999.65	$0.00	$0.00
Bid Tabulation	SPECIAL	$983.53	100.00%	$983.53	$983.53	$0.00	$0.00
Recommentation of Award	SPECIAL	$819.07	100.00%	$819.07	$819.07	$0.00	$0.00
Client Conference	SPECIAL	$1,670.38	100.00%	$1,670.38	$1,670.38	$0.00	$0.00
Notice of Award	SPECIAL	$767.47	100.00%	$767.47	$767.47	$0.00	$0.00
Review and Assemble Contracts	SPECIAL	$1,380.16	100.00%	$1,380.16	$1,380.16	$0.00	$0.00
		$8,384.16	100.00%	$8,384.16	$8,384.16	$0.00	$0.00
Construction Engineering							
Notice to Proceed	SPECIAL	$3,024.75	100.00%	$3,024.75	$3,024.75	$0.00	$0.00
Pre-Construction Conference/Site Visits	SPECIAL	$4,840.24	100.00%	$4,840.24	$4,840.24	$0.00	$0.00
Shop Drawings Review	SPECIAL	$4,649.99	100.00%	$4,649.99	$4,649.99	$0.00	$0.00
Site Visits	SPECIAL	$6,658.96	100.00%	$6,658.96	$6,658.96	$0.00	$0.00
Intrepretation and Clarifications	SPECIAL	$9,690.16	100.00%	$9,690.16	$9,690.16	$0.00	$0.00
Monthly Contractors Estimate	SPECIAL	$8,497.03	100.00%	$8,497.03	$8,497.03	$0.00	$0.00
Change Orders	SPECIAL	$3,469.75	100.00%	$3,469.75	$3,469.75	$0.00	$0.00
Project Site Representation	SPECIAL	$23,507.91	100.00%	$23,507.91	$23,507.91	$0.00	$0.00
Develop Monthly Engineering Report for USIBWC	SPECIAL	$741.68	100.00%	$741.68	$741.68	$0.00	$0.00
Develop Monthly Engineering Report for DHS/CBP/SBI	SPECIAL	$1,038.35	100.00%	$1,038.35	$1,038.35	$0.00	$0.00
Meeting with USIBWC	SPECIAL	$1,547.85	100.00%	$1,547.85	$1,547.85	$0.00	$0.00
Meeting with DHS/CBP/SBI	SPECIAL	$1,709.08	100.00%	$1,709.08	$1,709.08	$0.00	$0.00
Monthly Site Visits with USIBWC	SPECIAL	$1,186.68	100.00%	$1,186.68	$1,186.68	$0.00	$0.00
Monthly Site Visits with DHS/CBP/SBI	SPECIAL	$1,483.35	100.00%	$1,483.35	$1,483.35	$0.00	$0.00
Monthly Meeting with Financial Officers	SPECIAL	$593.34	100.00%	$593.34	$593.34	$0.00	$0.00
Set-up and Maintain Office Space for DHS/CBP/SBI	SPECIAL	$403.08	100.00%	$403.08	$403.08	$0.00	$0.00
		$73,042.20	100.00%	$73,042.20	$73,042.20	$0.00	$0.00

OCT 2 8 2009
DRAINAGE DISTRICT

DESCRIPTION OF WORK TASK	TYPE OF SERVICE	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING	REMAINING AMOUNT
Project Completion / Final Acceptance							
Final Inspection	SPECIAL	$6,291.35	100.00%	$6,291.35	$6,291.35	$0.00	$0.00
Contractor's Final Pay Estimate	SPECIAL	$3,921.21	98.00%	$3,842.79	$3,842.79	$0.00	$78.42
Certificate of Completion	SPECIAL	$3,808.35	98.00%	$3,732.18	$3,732.18	$0.00	$76.17
Record As Built Drawings	SPECIAL	$1,879.99	50.00%	$940.00	$376.00	$564.00	$939.99
		$15,900.89	93.12%	$14,806.32	$14,242.32	$564.00	$1,094.58
Other Direct Cost	SPECIAL	$14,716.00	95.00%	$13,980.20	$13,980.20	$0.00	$735.80
610913 SUBTOTAL		**$112,043.25**	**98.37%**	**$110,212.88**	**$109,648.88**	**$564.00**	**$1,830.37**
TOTAL SPECIAL SERVICES (DHS SEGMENT 0-7)(0.90 MILES)		**$188,588.25**	**99.03%**	**$186,757.88**	**$186,193.88**	**$564.00**	**$1,830.37**
GRAND TOTAL FEE FOR BASIC & SPECIAL SERVICES FOR WA NO. 7 (DHS SEGMENT 0-7)(0.90 MILES)		**$431,992.54**	**99.58%**	**$430,162.17**	**$429,598.17**	**$564.00**	**$1,830.37**
Thru Contractor Pay Request No.							
TOTAL AMOUNT DUE THIS INVOICE FOR WORK AUTHORIZATION NO. 7 (DHS SEGMENT 0-7)(0.90 MILES)						**$564.00**	

HIDALGO
OCT 28 2009
DRAINAGE DISTRICT

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

REQUEST FOR PAYMENT
IH69 SEGMENT 0-7 (0.9 MILES)
SER CONSTRUCTION PARTNERS, LTD.
3636 Pasadena Blvd.
Pasadena, Texas 77503

REQUEST FOR PAYMENT NO. 11

Project Number: 4410-02 0.9 MILES
Date: 9/30/2009

CONTRACT NO. 08-009-07-01
WORK THRU 6/25/2009 to 9/25/2009

PROGRESS BILLING WORKSHEET - NO. 1

SHIRLEY SAUNDERS, PROJECT MANAGER	ITEM NO	UNIT	TOTAL QUANTITY	BID UNIT PRICE	TOTAL BID PRICE	CHANGE ORDERS 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
TEMP EROSION CONTROL (SILT FENCE)	1	LF	30,000	$ 2.00	$ 60,000.00				$ -	10,000.00	0.00	10,000.00	20,000.00	20,000.00	-	-
TEMP EROSION CONTROL (CONST ENTRANCE)	2	EA	2	$ 2,000.00	$ 4,000.00				$ -	2.00	0.00	2.00	4,000.00	4,000.00	-	-
REMOVE / STOCKPILE (EXIST PLEX BASE) (CALIBRATE 50 FT.)	3	CY	750	$ 15.00	$ 11,250.00				$ -	750.00	0.00	750.00	11,250.00	11,250.00	-	-
REMOVE / STOCKPILE (EXIST TOPSOIL) (4 4 IN)	4	CY	2,450	$ 7.00	$ 17,150.00				$ -	2,450.00	0.00	2,450.00	17,150.00	17,150.00	-	-
REMOVE / STOCKPILE (EXIST EMBANKMENT)	5	CY	13,450	$ 7.00	$ 94,150.00				$ -	13,450.00	0.00	13,450.00	94,150.00	94,150.00	-	-
RETAINING WALL (CAST - IN PLACE) (REPAIR)	6	CY	4,152	$ 600.00	$ 2,491,200.00	3,10	4,161.00	$ 600.84	$ (343,751.19)	4,152.00	-9.00	4,143.00	2,492,332.80	2,548,448.81	(857.19)	-
RETAINING WALL (CAST - IN PLACE) (FOOTING)	7	CY	8,765	$ 600.00	$ 5,259,000.00	3	8,833.00	$ 600.84	$ (51,436.11)	8,833.00	0.00	8,833.00	4,736,267.00	4,736,267.00	-	-
RETAINING WALL (CAST - IN PLACE) (SHEAR KEY)	8	CY	2,357	$ 540.00	$ 1,272,780.00	3	888.00	$ 1,000.76	$ 284,676.18	888.00	0.00	888.00	476,116.92	476,116.92	-	-
METAL BEAM GUARD FENCE	9	LF	4,000	$ 23.00	$ 107,000.00	1	0.00	$ 23.00	$ (107,000.00)	0.00	0.00	0.00	-	-	-	-
CULVERT REMOVAL (PIPE 24 IN)	10	LF	4,000	$ 10.00	$ 40,000.00				$ -	4,000.00	0.00	4,000.00	40,000.00	40,000.00	-	-
AGGREGATE (MAIN MATERIAL)	11	CY	5,000	$ 65.00	$ 325,000.00	4	666.84	$ 65.00	$ (37,637.53)	666.84	0.00	666.84	38,902.40	38,902.40	-	-
PREPARATION (RIGHT OF WAY)	12	STA	48	$ 10,000.00	$ 480,000.00				$ -	48.00	0.00	48.00	480,000.00	480,000.00	-	-
EXCAVATION (NEW)	13	CY	39,543	$ 10.00	$ 395,430.00				$ -	39,543.00	0.00	39,543.00	395,430.00	395,430.00	-	-
CONC. RIP RAP (4 IN (SLOPE PROTECTION)	14	CY	350	$ 400.00	$ 220,000.00	10	360.00	$ 400.00	$ (72,000.00)	360.00	0.00	360.00	144,000.00	144,000.00	-	-
CONC. BOLLARD (6 FT) TYP 2	15	EA	6	$ 600.00	$ 3,600.00				$ -	6.00	0.00	6.00	3,600.00	3,600.00	-	-
CONC. PAD (OFF ROW) (6 IN)	16	EA	6	$ 500.00	$ 3,000.00	12	9.00	$ 500.00	$ 2,700.00	0.00	3.00	9.00	2,700.00	5,400.00	2,700.00	-
REMOVAL (STOCKPILED MATERIAL)	17	CY	17,250	$ 5.00	$ 91,250.00				$ -	1,250.00	0.00	1,250.00	11,250.00	11,250.00	-	-
PIPE RUNDOWN (NEW) TXDOT (TY II) (18 IN) (CLASS A)	18	CY	3,865	$ 30.00	$ 115,950.00				$ -	3,865.00	0.00	3,865.00	115,950.00	115,950.00	-	-
HYDRO SEEDING	19	SY	31,000	$ 0.00	$ 10,000.00				$ -	31,000.00	0.00	31,000.00	10,000.00	10,000.00	-	-
BOLLARD (CUT TO PLAN DIMENSIONS)	20	EA	4,830	$ 15.00	$ 67,950.00	-1	0.00	$ (15.00)	$ (67,950.00)	0.00	0.00	0.00	-	-	-	-
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (6 FT.)	21	EA	4,203	$ 78.00	$ 327,834.00	2	0.00	$ 78.00	$ (327,834.00)	0.00	0.00	0.00	-	-	-	-
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (20 FT.)	22	EA	327	$ 400.00	$ 130,800.00	11	369.00	$ 400.00	$ 16,800.00	369.00	0.00	369.00	147,600.00	147,600.00	-	-
BOLLARD (SUPPLY, CUT & WELD ANGLE IRON SUPPORTS) (4 IN X 4 IN X 1/4 IN. 6 FT.)	23	LF	4,953	$ 12.00	$ 59,436.00	2, 10A, 11	738.00	$ 12.00	$ (60,696.00)	738.00	0.00	738.00	8,856.00	8,856.00	-	-
BOLLARD (SUPPLY & WELD 1/2 IN X 4 IN STEEL BAR)	24	LF	4,621	$ 8.00	$ 37,726.00	2	0.00	$ 8.00	$ (37,726.00)	0.00	0.00	0.00	-	-	-	-
BOLLARD (INSTALL & WELD CAPS)	25	EA	4,830	$ 12.00	$ 54,360.00	-1	0.00	$ 12.00	$ (54,360.00)	0.00	0.00	0.00	-	-	-	-
REMOVE, PERMIT GATE, WELL SITE CUTTERS AND SALVAGE SLACK GATE ASSEMBLIES	26	EA	3	$ 3,000.00	$ 10,000.00				$ -	3.00	0.00	3.00	10,000.00	10,000.00	-	-
REMOVE PIPE (12 IN) (RCP)	27	LF	45	$ 30.00	$ 1,350.00				$ -	45.00	0.00	45.00	1,350.00	1,350.00	-	-
REMOVE PIPE (18 IN) (RCP)	28	LF	282	$ 26.00	$ 7,372.00				$ -	282.00	0.00	282.00	7,372.00	7,372.00	-	-
REMOVE PIPE (24 IN) (RCP)	29	LF	168	$ 40.00	$ 4,368.00				$ -	168.00	0.00	168.00	4,368.00	4,368.00	-	-
REMOVE PIPE (30 IN) (RCP AND PIPE)	30	EA	1	$ 1,000.00	$ 1,000.00				$ -	1.00	0.00	1.00	1,000.00	1,000.00	-	-
REMOVE (CONC. COLLAR 48 IN)	31	EA	4	$ 700.00	$ 2,800.00				$ -	4.00	0.00	4.00	2,800.00	2,800.00	-	-
REMOVAL (CONC. HEADWALL	32	EA	1	$ 1,000.00	$ 1,000.00				$ -	1.00	0.00	1.00	1,000.00	1,000.00	-	-
SET (18 IN) (CL V)	33	LF	266	$ 65.00	$ 17,340.00				$ -	266.00	0.00	266.00	17,340.00	17,340.00	-	-
SET (24 IN) (CL V)	34	LF	93	$ 80.00	$ 7,470.00				$ -	93.00	0.00	93.00	7,470.00	7,470.00	-	-
BRAND 24 IN (CONCRETE COLLAR	35	EA	3	$ 700.00	$ 2,100.00				$ -	3.00	0.00	3.00	2,100.00	2,100.00	-	-
CONC. HEADWALL (18 IN) (CAST IN PLACE)	36	EA	2	$ 3,500.00	$ 7,000.00				$ -	2.00	0.00	2.00	7,000.00	7,000.00	-	-
CONC. HEADWALL (24 IN) (CAST IN PLACE)	37	EA	1	$ 4,000.00	$ 4,000.00				$ -	1.00	0.00	1.00	4,000.00	4,000.00	-	-
REMOVE / SALVAGE (EXIST BELICS GATE VALVE)	38	EA	2	$ 1,500.00	$ 3,000.00				$ -	2.00	0.00	2.00	3,000.00	3,000.00	-	-
PULL GATES TO WALL, PIPE & TIE (6 EA. ALL	39	EA	0	$ 2,000.00	$ 12,000.00	12	3.00	$ 2,000.00	$ 6,000.00	0.00	3.00	3.00	12,000.00	18,000.00	6,000.00	-
REMOVE & REINSTALL NEW & SALVAGED FIELD & WILD LIFE.	40	EA	3	$ 300.00	$ 900.00				$ -	3.00	0.00	3.00	900.00	900.00	-	-
TRENCH EXCAV. PROTECTION (RET. WALL & EV)	41	LF	4,700	$ 1.00	$ 4,700.00				$ -	4,700.00	0.00	4,700.00	4,700.00	4,700.00	-	-
TRENCH EXCAV. PROTECTION (STEP) (4 FT DEEP)	42	LF	343	$ 1.00	$ 343.00				$ -	343.00	0.00	343.00	343.00	343.00	-	-
TEMPORARY SHEET PILE SHORING	43	SF	80,000	$ 0.15	$ 20,100.00				$ -	80,400.00	0.00	80,400.00	20,100.00	20,100.00	-	-
DEWATERING	44	LS	1	$ 50,000.00	$ 50,000.00				$ -	1.00	0.00	1.00	50,000.00	50,000.00	-	-
NEW 40 FT SLACK GATE (24 IN.)	45	EA	1	$ 6,000.00	$ 6,000.00				$ -	1.00	0.00	1.00	6,000.00	6,000.00	-	-
INSTALL LEVEE ACCESS GATE (NEW)	46	EA	1	$ 4,000.00	$ 4,000.00	12	0.00	$ 4,000.00	$ (4,000.00)	0.00	0.00	0.00	-	-	-	-
REMOVE & EXISTING LEVEE ACCESS GATE	47	EA	1	$ 700.00	$ 700.00				$ -	1.00	0.00	1.00	700.00	700.00	-	-
NEW GATE WELL NO. 2A (RELOCATE) INSTALL NEW SLACK GATE, LADDER, HATCH, ETC.	48	LS	1	$ 60,000.00	$ 60,000.00				$ -	1.00	0.00	1.00	60,000.00	60,000.00	-	-
NEW GATE WELL NO. 2B (RELOCATE) INSTALL NEW SLACK GATE, LADDER, HATCH, ETC.	49	LS	1	$ 60,000.00	$ 60,000.00				$ -	1.00	0.00	1.00	60,000.00	60,000.00	-	-
NEW GATE WELL NO. 2C (RELOCATE) INSTALL NEW SLACK GATE, LADDER, HATCH, ETC.)	50	LS	1	$ 60,000.00	$ 60,000.00				$ -	1.00	0.00	1.00	60,000.00	60,000.00	-	-
SHEET WALL DRAIN MATERIAL	51	SF	0	$ -	$ -	4	66,843.00	$ 3.00	$ 264,137.00	66,843.00	0.00	66,843.00	264,137.00	264,137.00	-	-
ANTI-CLIMBING FENCE PANEL	52	EA	0	$ -	$ -	9A	2.00	$ 10,000.00	$ 20,000.00	2.00	0.00	2.00	20,000.00	20,000.00	-	-
ELECTRICAL CONNECTION OF IRRIGATION LINE AT STRUCTURE 294	53		0	$ -	$ -	14	1.00	$ 6,173.71	$ 6,173.71	0.00	1.00	1.00	$ -	6,173.71	6,173.71	-

		TOTAL COMPLETE TO-DATE	TOTAL CURRENT CONTRACT EARNED	CONTRACT BALANCE TO COMPLETE
ORIGINAL CONTRACT AMOUNT:	$ 11,988,892.00			
NET CHANGES BY CHANGE ORDER(S)	$ (1,650,038.81)			
TOTAL CONTRACT AMOUNT TO DATE	$ 10,338,853.19	$ 10,316,846.67	$ 10,338,853.19	$ -
Estimated % Project Completion to Date	100.00%			
LESS RETAINAGE @ 10%		$ 1,031,685.34	$ 1,033.85	
RELEASED RETAINAGE PR #10		$ 618,943.33	$ -	
LESS Previous Requests for Payments		$9,861,823.34		
TOTAL AMOUNT DUE THIS REQUEST		$ 12,387.97	$ 12,387.97	

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 Contractand / 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: _____ Date: 10/5/2009
ROSBEL E. RAMOS
Title: 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: 10/5/2009 By: _____ ROSBEL E. RAMOS / PRESIDENT

SER CONSTRUCTION PARTNERS, LTD.
CONTRACTOR

State of TEXAS
County of HARRIS
Subscribed and sworn to me this 5TH day of OCTOBER 2009

_____ Notary Public

My Commission Expires: 4/13/2010

ERIC GARZA NOTARY PUBLIC STATE OF TEXAS EXPIRES 4-13-2010

Engineer: DARREN BAUMS 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 or 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

_____ Date: 10/7/09
JOSE A. ELISSETCHE
DOS PROJECT 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 or 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

_____ Date: 10/07/09
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

DANNENBAUM ENGINEERING COMPANY - MCALLEN LLC
1109 NOLANA LOOP, SUITE 208 McALLEN, TEXAS 78504 (956) 682-3677

October 26, 2009

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

RE: ***Hidalgo County Levee Improvement Project - Invoice 441003/17/XV for Work Authorization No. 8 & Associated Supplemental Agreements***

Dear Mr. Garza,

Enclosed please find Invoice 441003/17/XV for services performed on the Hidalgo County Levee Improvement Project DHS Seg 0-8 for your review and approval. We have included a copy of the contractor's pay request to support our invoice.

The billing cycle is through September 30, 2009.

Total due this invoice is $3,472.28. ok

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
OCT 28 2009
DRAINAGE DISTRICT #1

DANNENBAUM ENGINEERING COMPANY - MCALLEN, LLC
1109 Nolana Loop, Suite 208, McAllen, Texas 78504

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
MONTHLY PROGRESS PAYMENT INVOICE
FOR PROFESSIONAL SERVICES

(INVOICE FORMAT REVISED MAY 2008)
(Invoice No. 441003/01/XV and Invoice 441003/02/XV included in Invoice 4287xx and 4410xx/10/XV and Invoice 4287xx and 4410xx/11/XV

October 26, 2009
LEVEE IMPROVEMENT PROJECT
WORK AUTHORIZATION NO. 8 AND SA NO. 1, SA NO. 2, SA NO. 3, AND SA. NO 4 TO WA NO. 8
DEC PROJECT NUMBER: 4410-03
PURCHASE ORDER NUMBERS: 610417, 610418, 610419

INVOICE NUMBER: 441003/17/XV
INVOICE PERIOD: Thru September 2009

DESCRIPTION OF WORK TASK	TYPE OF SERVICE	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING	REMAINING AMOUNT
BASIC SERVICES - PARTIAL PRELIMINARY ENGINEERING - WORK AUTHORIZATION NO. 8							
CONCRETE FLOOD STRUCTURE DHS SEGMENT 0-8 (3.20 MILES)							
PARTIAL PRELIMINARY ENGINEERING (DHS SEGMENT 0-8)(3.20 Miles)							
Project Startup and Coordination							
Partial Coordination with the County/DHS/USIBWC	BASIC	$6,691.79	100.00%	$6,691.79	$6,691.79	$0.00	$0.00
Partial Coordinaiton with Utilities and Irrigation Districts	BASIC	$7,936.62	100.00%	$7,936.62	$7,936.62	$0.00	$0.00
Partial Coordination with State and Federal Agencies	BASIC	$3,624.85	100.00%	$3,624.85	$3,624.85	$0.00	$0.00
		$18,253.26	100.00%	$18,253.26	$18,253.26	$0.00	$0.00
Partial Data Gathering Design Critieria							
Partial Collect and Review County /USIBWC Data / DHS	BASIC	$3,263.66	100.00%	$3,263.66	$3,263.66	$0.00	$0.00
Partial Visit Site with Client Representatives	BASIC	$2,902.46	100.00%	$2,902.46	$2,902.46	$0.00	$0.00
Partial Review Existing Studies	BASIC	$5,005.13	100.00%	$5,005.13	$5,005.13	$0.00	$0.00
Partial Develop Project Criteria	BASIC	$3,315.26	100.00%	$3,315.26	$3,315.26	$0.00	$0.00
Partial Client Conference Review Meeting	BASIC	$2,683.16	100.00%	$2,683.16	$2,683.16	$0.00	$0.00
		$17,169.67	100.00%	$17,169.67	$17,169.67	$0.00	$0.00
Partial Preliminary Engineering							
Partial Confirm Route / Develop Project Layout	BASIC	$3,865.47	100.00%	$3,865.47	$3,865.47	$0.00	$0.00
Partial Review / Confirm Basic Hydrology / Hydraulics (USIBWC	BASIC	$2,576.74	100.00%	$2,576.74	$2,576.74	$0.00	$0.00
Partial Determine Typical Sections and Prelim Design	BASIC	$5,572.73	100.00%	$5,572.73	$5,572.73	$0.00	$0.00
Partial Review / Confirm Hydraulic Model (USIBWC)	BASIC	$4,127.94	100.00%	$4,127.94	$4,127.94	$0.00	$0.00
Partial Preliminary Quantify Takeoff and Opinion of Cost	BASIC	$1,808.56	100.00%	$1,808.56	$1,808.56	$0.00	$0.00
Partial Analysis of Three Structural Wall Alternatives/Report	BASIC	$4,321.43	100.00%	$4,321.43	$4,321.43	$0.00	$0.00
		$22,272.87	100.00%	$22,272.87	$22,272.87	$0.00	$0.00
PO 610417 SUBTOTAL		**$57,695.80**	**100.00%**	**$57,695.80**	**$57,695.80**	**$0.00**	**$0.00**
REMAINING PRELIMINARY ENGINEERING (DHS SEGMENT 0-8)(3.20 Miles) (SA NO. 3 TO W.A. NO. 8)							
Remaining Project Startup and Coordination							
Coordination with the County/City of MISSION/IBWC	BASIC	$18,315.80	100.00%	$18,315.80	$18,315.80	$0.00	$0.00
Coordinaiton with Utilities and Irrigation Districts	BASIC	$6,578.21	100.00%	$6,578.21	$6,578.21	$0.00	$0.00
Coordination with State and Federal Agencies	BASIC	$12,672.73	100.00%	$12,672.73	$12,672.73	$0.00	$0.00
		$37,566.74	100.00%	$37,566.74	$37,566.74	$0.00	$0.00
Remaining Partial Data Gathering Design Critieria							
Partial Collect and Review County /IBWC Data	BASIC	$12,672.73	100.00%	$12,672.73	$12,672.73	$0.00	$0.00
Partial Visit Site with Client Representatives	BASIC	$12,672.73	100.00%	$12,672.73	$12,672.73	$0.00	$0.00
Coordinate Field Survey	BASIC	$6,481.47	100.00%	$6,481.47	$6,481.47	$0.00	$0.00
Partial Review Existing Studies	BASIC	$5,256.12	100.00%	$5,256.12	$5,256.12	$0.00	$0.00
Partial Develop Project Criteria	BASIC	$4,208.12	100.00%	$4,208.12	$4,208.12	$0.00	$0.00
Partial Client Conference Review Meeting	BASIC	$9,996.30	100.00%	$9,996.30	$9,996.30	$0.00	$0.00
		$51,287.47	100.00%	$51,287.47	$51,267.47	$0.00	$0.00
Remaining Partial Preliminary Engineering							
Partial Confirm Route / Develop Project Layout	BASIC	$16,510.01	100.00%	$16,510.01	$16,510.01	$0.00	$0.00
Partial Review / Confirm Basic Hydrology / Hydraulics (USIBWC	BASIC	$12,189.04	100.00%	$12,189.04	$12,189.04	$0.00	$0.00
Partial Determine Typical Sections and Prelim Design	BASIC	$14,639.74	100.00%	$14,639.74	$14,639.74	$0.00	$0.00
Partial Review / Confirm Hydraulic Model (USIBWC)	BASIC	$9,867.31	100.00%	$9,867.31	$9,867.31	$0.00	$0.00
Partial Preliminary Quantify Takeoff and Opinion of Cost	BASIC	$13,220.91	100.00%	$13,220.91	$13,220.91	$0.00	$0.00
PREPARE 30% SCHEMATICS	BASIC	$68,474.65	100.00%	$68,474.65	$68,474.65	$0.00	$0.00
		$134,901.66	100.00%	$134,901.66	$134,901.66	$0.00	$0.00
DIRECT ODC COST	BASIC	$11,535.00	100.00%	$11,535.00	$11,535.00	$0.00	$0.00
PO 610914 SUBTOTAL		**$235,290.87**	**100.00%**	**$235,290.87**	**$235,290.87**	**$0.00**	**$0.00**
FINAL DESIGN (DHS SEGMENT 0-8)(3.20 Miles) (SA NO. 3 to W.A. NO. 8)							
Project Startup and Coordination							
Coordination with the County/DHS/USIBWC	BASIC	$15,672.00	100.00%	$15,872.00	$15,872.00	$0.00	$0.00
Coordinaiton with Utilities and Irrigation Districts	BASIC	$17,065.15	100.00%	$17,065.15	$17,065.15	$0.00	$0.00
Coordination with State and Federal Agencies	BASIC	$8,061.77	100.00%	$8,061.77	$8,061.77	$0.00	$0.00
		$40,998.91	100.00%	$40,998.92	$40,998.92	$0.00	$0.00

HIDALGO COUNTY
OCT 28 2009
DRAINAGE DISTRICT #1

DESCRIPTION OF WORK TASK	TYPE OF SERVICE	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING	REMAINING AMOUNT
Final Design - 90% Plans							
Final General Plan Sheets	BASIC	$53,620.41	100.00%	$53,620.41	$53,620.41	$0.00	$0.00
Final Plan/Profile Sheets	BASIC	$56,290.47	100.00%	$56,290.47	$56,290.47	$0.00	$0.00
Final Drainage Sheets	BASIC	$50,337.66	100.00%	$50,337.66	$50,337.66	$0.00	$0.00
Final Details and Typical Sections Sheets	BASIC	$51,730.74	100.00%	$51,730.74	$51,730.74	$0.00	$0.00
Final SWPPP Sheets	BASIC	$52,195.09	100.00%	$52,195.09	$52,195.09	$0.00	$0.00
Final Specifications	BASIC	$48,702.74	100.00%	$48,702.74	$48,702.74	$0.00	$0.00
Final Quantities and Opinion of Cost	BASIC	$45,584.45	100.00%	$45,584.45	$45,584.45	$0.00	$0.00
Client Conference/Review Meeting	BASIC	$34,297.98	100.00%	$34,297.98	$34,297.98	$0.00	$0.00
		$392,759.54	100.00%	$392,759.54	$392,759.54	$0.00	$0.00
Final Design - 100% PLANS							
Final General Plan Sheets	BASIC	$18,445.32	100.00%	$18,445.32	$18,445.32	$0.00	$0.00
Final Plan/Profile Sheets	BASIC	$19,702.95	100.00%	$19,702.95	$19,702.95	$0.00	$0.00
Final Drainage Sheets	BASIC	$20,057.67	100.00%	$20,057.67	$20,057.67	$0.00	$0.00
Final Details and Typical Sections Sheets	BASIC	$18,445.32	100.00%	$18,445.32	$18,445.32	$0.00	$0.00
Final SWPPP Sheets	BASIC	$18,445.32	100.00%	$18,445.32	$18,445.32	$0.00	$0.00
Final Specifications	BASIC	$18,445.32	100.00%	$18,445.32	$18,445.32	$0.00	$0.00
Final Quantities and Opinion of Cost	BASIC	$20,057.67	100.00%	$20,057.67	$20,057.67	$0.00	$0.00
Client Conference/Review Meeting	BASIC	$10,925.30	100.00%	$10,925.30	$10,925.30	$0.00	$0.00
		$144,524.88	100.00%	$144,524.87	$144,524.87	$0.00	$0.00
DIRECT ODC COST	BASIC	$7,690.00	100.00%	$7,690.00	$7,690.00	$0.00	$0.00
PO 610914 SUBTOTAL		**$585,973.33**	100.00%	**$585,973.33**	**$585,973.33**	**$0.00**	**$0.00**
TOTAL BASIC SERVICES (DHS SEGMENT 0-8)(3.20 Miles)		**$878,960.00**	**100.00%**	**$878,960.00**	**$878,960.00**	**$0.00**	**$0.00**
SPECIAL SERVICES TO WORK AUTHORIZATION NO. 8 (DHS SEGMENT 0-8)(3.20 Miles)							
SURVEYING SERVICES (S.A. NO 1 TO W.A. NO. 8)							
Survey (Vert Cont/Survey QA QC) - **DANNENBAUM**	SPECIAL	$15,279.33	100.00%	$15,279.33	$15,279.33	$0.00	$0.00
Survey (Horizonal Control) - **DOS LOGISTICS, INC.**	SPECIAL	$8,345.59	100.00%	$8,345.59	$8,345.59	$0.00	$0.00
Survey (Topo/Data Gathering) - **DOS LOGISTICS, INC.**	SPECIAL	$60,023.50	100.00%	$60,023.50	$60,023.50	$0.00	$0.00
Survey (Base Map Preparation) - **DOS LOGISTICS, INC.**	SPECIAL	$12,351.58	100.00%	$12,351.58	$12,351.58	$0.00	$0.00
PO 610418 SUBTOTAL		**$96,000.00**	**100.00%**	**$96,000.00**	**$96,000.00**	**$0.00**	**$0.00**
SURVEYING SERVICES - ESTABLISH ROW (S.A. NO 2 TO W.A. NO.8)							
Survey (Establish Existing ROW) - **DOS LOGISTICS, INC.**	SPECIAL	$4,450.86	100.00%	$4,450.86	$4,450.86	$0.00	$0.00
Survey (Establish Existing ROW) QA QC - **DANNENBAUM**	SPECIAL	$349.14	100.00%	$349.14	$349.14	$0.00	$0.00
PO 610419 SUBTOTAL		**$4,800.00**	**100.00%**	**$4,800.00**	**$4,800.00**	**$0.00**	**$0.00**
CONSTRUCTION ENGINEERING (S.A. NO 4 TO W.A. NO. 8)							
Bid Phase Engineering							
Coordinate P & S Reproduction	SPECIAL	$3,418.10	100.00%	$3,418.10	$3,418.10	$0.00	$0.00
Bidding Assistance	SPECIAL	$4,875.64	100.00%	$4,875.64	$4,875.64	$0.00	$0.00
Bid Opening	SPECIAL	$4,295.20	100.00%	$4,295.20	$4,295.20	$0.00	$0.00
Bid Tabulation	SPECIAL	$4,066.25	100.00%	$4,066.25	$4,066.25	$0.00	$0.00
Recommendation of Award	SPECIAL	$3,753.47	100.00%	$3,753.47	$3,753.47	$0.00	$0.00
Client Conference	SPECIAL	$6,668.53	100.00%	$6,668.53	$6,668.53	$0.00	$0.00
Notice of Award	SPECIAL	$2,773.18	100.00%	$2,773.18	$2,773.18	$0.00	$0.00
Review and Assemble Contracts	SPECIAL	$5,204.55	100.00%	$5,204.55	$5,204.55	$0.00	$0.00
		$35,054.92	100.00%	$35,054.92	$35,054.92	$0.00	$0.00
Contruction Engineering							
Notice to Proceed	SPECIAL	$13,040.39	100.00%	$13,040.39	$13,040.39	$0.00	$0.00
Pre-Construction Conference/Site Visits	SPECIAL	$26,016.29	100.00%	$26,016.29	$26,016.29	$0.00	$0.00
Shop Drawing Review	SPECIAL	$18,293.31	100.00%	$18,293.31	$18,293.31	$0.00	$0.00
Site Visits	SPECIAL	$26,454.84	100.00%	$26,454.84	$26,454.84	$0.00	$0.00
Interpretations and Clarifcations	SPECIAL	$34,903.36	100.00%	$34,903.36	$34,903.36	$0.00	$0.00
Monthly contractors Estimate	SPECIAL	$43,106.81	100.00%	$43,106.81	$43,106.81	$0.00	$0.00
Change Orders	SPECIAL	$12,279.38	100.00%	$12,279.38	$12,279.38	$0.00	$0.00
Project Site Representation	SPECIAL	$83,095.42	100.00%	$83,095.42	$83,095.42	$0.00	$0.00
Develop Monthly Engineering Report for USIBWC	SPECIAL	$3,056.95	100.00%	$3,056.95	$3,056.95	$0.00	$0.00
Develop Monthly Engineering Report for DHS/CBP/SBI	SPECIAL	$4,037.23	100.00%	$4,037.23	$4,037.23	$0.00	$0.00
Meeting with USIBWC	SPECIAL	$6,191.28	100.00%	$6,191.28	$6,191.28	$0.00	$0.00
Meeting with DHS/CBP/SBI	SPECIAL	$7,158.67	100.00%	$7,158.67	$7,158.67	$0.00	$0.00
Monthly Site Visits with USIBWC	SPECIAL	$4,643.46	100.00%	$4,643.46	$4,643.46	$0.00	$0.00
Monthly Site Visits with DHS/CBP/SBI	SPECIAL	$6,191.28	100.00%	$6,191.28	$6,191.28	$0.00	$0.00
Monthly Meeting with Financial Officers	SPECIAL	$2,224.99	100.00%	$2,224.99	$2,224.99	$0.00	$0.00
Set-up and Maintain Office Space for DHS/CBP/SBI	SPECIAL	$1,612.31	100.00%	$1,612.31	$1,612.31	$0.00	$0.00
		$292,306.00	100.00%	$292,305.97	$292,305.97	$0.00	$0.02

HIDALGO COUNTY
OCT 2 8 2009
DRAINAGE DISTRICT #1

DESCRIPTION OF WORK TASK	TYPE OF SERVICE	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING	REMAINING AMOUNT
Project Completion/Final Acceptance							
Final Inspection	SPECIAL	$22,952.90	99.00%	$22,723.37	$22,723.37	$0.00	$229.53
Contractor's Final Pay Estimate	SPECIAL	$15,865.17	99.00%	$15,706.51	$15,706.51	$0.00	$158.66
Certificate of Completion	SPECIAL	$15,000.97	98.00%	$14,700.95	$14,700.95	$0.00	$300.02
Record As Built Drawings	SPECIAL	$8,680.70	40.00%	$3,472.28	$0.00	$3,472.28	$5,208.42
		$62,499.72	90.57%	$56,603.11	$53,130.83	$3,472.28	$5,896.61
DIRECT ODC COST	SPECIAL	$14,740.00	98.00%	$14,445.20	$14,445.20	$0.00	$294.80
PO 610915 SUBTOTAL		**$404,600.64**	**98.47%**	**$398,409.20**	**$394,936.92**	**$3,472.28**	**$6,191.44**
TOTAL SPECIAL SERVICES (DHS SEGMENT 0-8)(3.20 Miles)		**$505,400.64**	**98.77%**	**$499,209.20**	**$495,736.92**	**$3,472.28**	**$6,191.44**
GRAND TOTAL FEE FOR W.A. NO. 8 (DHS SEGMENT 0-8)(3.20 Miles)		**$1,384,360.64**	**99.55%**	**$1,378,169.20**	**$1,374,696.92**	**$3,472.28**	**$6,191.44**
Thru Contractor Pay Request No.							
TOTAL AMOUNT DUE THIS INVOICE FOR WORK AUTHORIZATION NO. 8						**$3,472.28**	

HIDALGO COUNTY
OCT 28 2009
DRAINAGE DISTRICT #1

FILE COPY

TRANSMITTAL LETTER

DEC DANNENBAUM ENGINEERING COMPANY-MCALLEN, L.L.C.

1109 Nolana Loop, Suite 208, McAllen, Texas 78504 (956) 682-3677 Office (956) 686-1822 Fax

PROJECT: (Name, address) HCDD No. 1 – Hidalgo County Levee Improvements Project/DHS Segment 0-8 (1.38 Miles)

PROJECT NO. 4410-03

LOG NO. 191

DATE: October 26, 2009

TO: Hidalgo County Drainage District No. 1
902 N. Doolittle Rd.
Edinburg, Texas 78541

If enclosures are not noted, please inform us immediately.

ATTN: Mr. Godfrey Garza, CFM
District Manager

If checked below, please:

( ) Acknowledge receipt of enclosures.

( ) Return enclosures to us.

WE TRANSMIT:

X herewith ___ under separate cover via: _____

___ in accordance with your request _____

FOR YOUR:

X approval X distribution to parties ___ information ___ use

___ review & comment ___ record (s)

___ Other: _____

THE FOLLOWING:

___ Drawings ___ Shop Drawings Prints ___ Samples

___ Specifications ___ Shop Drawing Reproducibles ___ Product Literature

___ Change Order X Other see below

HIDALGO COUNTY
OCT 28 2009
DRAINAGE DISTRICT #1

Copies	Date	Rev. No.	Description	Action Code
7	10/26/09		**ORIGINALS** - REQUEST FOR PAYMENT NO. 10 – ZACHRY CONSTRUCTION CORP.	D
7	10/26/09		**ENLARGED VIEW** - REQUEST FOR PAYMENT NO. 10 – ZACHRY CONSTRUCTION CORP.	E

ACTION CODE

A. Action indicated on item transmitted
B. No Action Required
C. For signature and return to this office
D. For signature and forwarding as noted below under remarks
E. For Processing
F. SEE REMARKS BELOW

REMARKS: Please review. Respectfully, upon your approval we request you place the above referenced item on the next Commissioner's Court Agenda for Board approval. If you have any questions, please call our office. Thank you.

COPIES TO:
4410-03/file

BY: Sandra R. Spence

Hand-Delivery Signature

Printed Name: Sandra R. Spence
Administrative Manager

G:\1540\4410-03\TRANSMITTALS\TRANSMITTALS TO HCDD\Transmittal-SSpence to HCDD PR No. 10 102609 Log No. 191.doc

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

REQUEST FOR PAYMENT
DHS SEGMENT 0-8 (3.31 MILES)
ZACHRY CONSTRUCTION CORPORATION
P.O. BOX 241948
San Antonio, Texas 78224-3948

REQUEST FOR PAYMENT NO. 10

Project Number: 4410-03 3.13 Mi15
Date: 9/14/2009

CONTRACT NO. 08-012-07-08
WORK THRU: 6/25/2009 thru 9/25/2009

PROGRESS BILLING WORKSHEET - NO. 2

ABEL ORTIZ, PROJECT MANAGER	ITEM NO	UNIT	TOTAL QUANTITY	BID UNIT PRICE	TOTAL BID PRICE	CHANGE ORDERS NO.	CHANGE ORDERS QTY. +/-	CHANGE ORDERS UNIT PRICE +/-	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
TEMP EROSION CONTROL (FILTER FABRIC FENCE)	1	LF	34,290	$ 2.20	$ 75,240.00				$ -	30,912.00	0.00	30,912.00	68,006.40	68,006.40	-	7,233.60
TEMP EROSION CONTROL (CONST EXIT (ENTR)	2	EA	4	$ 2,250.00	$ 9,000.00				$ -	0.00	0.00	0.00	-	-	-	9,000.00
EXCAVATE AND STOCKPILE EXIST EMBANKMENT	3	CY	21,210	$ 12.00	$ 254,520.00				$ -	21,210.00	0.00	21,210.000	254,520.00	254,520.00	-	-
TRENCH EXCAV. PROTECTION (RET. ALL KEY)	4	LF	2,600	$ 5.00	$ 13,000.00				$ -	2,600.00	0.00	2,600.00	13,000.00	13,000.00	-	-
TRENCH EXCAV. PROTECTION (STRUCTURES)	5	LF	115	$ 5.00	$ 575.00				$ -	115.00	0.00	115.00	575.00	575.00	-	-
TEMPORARY SPECIAL SHORING	6	SF	195,285	$ 9.00	$ 1,757,565.00				$ -	195,285.00	0.00	195,285.00	1,757,565.00	1,757,565.00	-	-
TRAFFIC CONTROL PLAN	7	LS	1	$ 35,000.00	$ 35,000.00				$ -	1.00	0.00	1.00	35,000.00	35,000.00	-	-
CONC. COLLAR (30 IN.)	8	EA	1	$ 5,500.00	$ 5,500.00				$ -	1.00	0.00	1.00	5,500.00	5,500.00	-	-
W/ SLUICE GATE, GRATE & LADDER. (3 ft x 3 ft)	9	EA	1	$ 80,000.00	$ 80,000.00				$ -	1.00	0.00	1.00	80,000.00	80,000.00	-	-
RETAINING WALL(CAST-IN-PLACE) (STEM)	10	CY	7,449	$ 700.00	$ 5,214,300.00	2	6,945.00	$ 778.45	$ 192,036.26	6,945.00	0.00	6,945.00	5,406,336.26	5,406,336.26	-	-
RETAINING WALL(CAST-IN-PLACE) (FOOTING)	11	CY	10,465	$ 800.00	$ 8,232,800.00	2,4	7,764.00	$ 647.307067	$ (213,281.08)	7,764.00	0.00	7,764.00	5,019,218.92	5,019,218.92	-	-
RETAINING WALL(CAST-IN-PLACE) (KEY)	12	CY	2,891	$ 400.00	$ 836,400.00	2	1,270.00	$ 378.00	$ (356,340.00)	1,270.00	0.00	1,270.00	480,060.00	480,060.00	-	-
AGGREGATE DRAIN MATERIAL	13	CY	11,934	$ 50.00	$ 596,700.00	3	2,471.00	$ 50.00	$ (473,150.00)	2,471.00	0.00	2,471.00	123,550.00	123,550.00	-	-
PVC UNDERDRAIN PIPE (6 IN)	14	LF	11,185	$ 18.00	$ 307,890.00				$ -	17,108.00	0.00	17,108.00	307,890.00	307,890.00	-	-
METAL BEAM GUARD RAIL	15	LF	16,884	$ 25.00	$ 422,100.00	1	0.00	$ 25.00	$ (422,100.00)	0.00	0.00	0.00	-	-	-	-
PREPARATION RIGHT OF WAY	16	STA	171	$ 12,812.00	$ 2,190,852.00				$ -	171.00	0.00	171.00	2,190,852.00	2,190,852.00	-	-
EMBANKMENT	17	CY	22,946	$ 12.00	$ 275,352.00				$ -	22,946.00	0.00	22,946.00	275,352.00	275,352.00	-	-
REMOVE PIPE (30 IN) RCP	18	EA	3	$ 6,300.00	$ 18,900.00				$ -	3.00	0.00	3.00	18,900.00	18,900.00	-	-
REMOVE CONC. HEADWALL	19	EA	1	$ 4,200.00	$ 4,200.00				$ -	1.00	0.00	1.00	4,200.00	4,200.00	-	-
STRUCTURES AND SALVAGE SLUICE GATE ASSEMBLIES	20	EA	1	$ 32,889.00	$ 32,889.00				$ -	1.00	0.00	1.00	32,889.00	32,889.00	-	-
STRUCTURES AND SALVAGE SLUICE GATE ASSEMBLIES	21	EA	1	$ 18,000.00	$ 18,000.00				$ -	1.00	0.00	1.00	18,000.00	18,000.00	-	-
CONC. RIP RAP CL-B (SLOPE PROTECTION)	22	CY	390	$ 380.00	$ 76,000.00				$ -	200.00	0.00	200.00	76,000.00	76,000.00	-	-
CONC. PAD (4 FT X 4 FT) (6 IN)	23	EA	34	$ 1,300.00	$ 44,200.00				$ -	34.00	0.00	34.00	44,200.00	44,200.00	-	-
CONC. SHOULDER (2 FT X 4IN)	24	LF	160	$ 65.00	$ 10,400.00				$ -	80.00	0.00	80.00	5,200.00	5,200.00	-	5,200.00
FURNISHING & PLACING TOPSOIL (SALVAGED MATERIAL)(6IN)	25	STA	153	$ 340.00	$ 51,680.00				$ -	162.00	0.00	162.00	51,680.00	51,680.00	-	-
FURNISHING & PLACING TOPSOIL (NEW)(6IN)	26	STA	19	$ 580.00	$ 11,020.00				$ -	(4.00)	0.00	14.00	8,120.00	8,120.00	-	2,900.00
FLEXBASE (SALVAGED MATERIAL) (CALICHE) (TY D GR 6) (6 IN.)	27	SY	1,267	$ 12.00	$ 15,204.00				$ -	445.00	0.00	445.00	5,340.00	5,340.00	-	9,864.00
FLEXBASE (CALICHE) (TY D GR 6) (8 IN.)	28	CY	12,033	$ 30.00	$ 360,990.00				$ -	12,033.00	0.00	12,033.00	360,990.00	360,990.00	-	-
FLEXBASE (CALICHE) (TY D GR 6) (8 IN.)	29	CY	444	$ 30.00	$ 13,320.00				$ -	444.00	0.00	444.00	13,320.00	13,320.00	-	-
HYDRO MULCH	30	SY	47,500	$ 1.00	$ 47,500.00				$ -	47,500.00	0.00	47,500.00	47,500.00	47,500.00	-	-
REINF. CONC. PIPE (30 IN.) (CL V)	31	LF	123	$ 125.00	$ 15,375.00				$ -	123.00	0.00	123.00	15,375.00	15,375.00	-	-
CONC. HEADWALL (30 IN.) (CAST IN PLACE)	32	EA	1	$ 9,000.00	$ 9,000.00				$ -	1.00	0.00	1.00	9,000.00	9,000.00	-	-
REGRADE DITCH	33	LF	7,625	$ 4.00	$ 30,500.00				$ -	7,626.00	0.00	7,626.00	30,500.00	30,500.00	-	-
BOLLARD (CUT TO PLAN DIMENSIONS)	34	EA	16,590	$ 81.00	$ 1,343,790.00	1	0.00	$ 81.00	$ (1,343,790.00)	0.00	0.00	0.00	-	-	-	-
AREA & INSTALL PER PLANS) (8 FT TO 12 FT LONG)	35	EA	16,037	$ 90.00	$ 1,443,330.00				$ -	16,037.00	0.00	16,037.00	1,443,330.00	1,443,330.00	-	-
AREA & INSTALL PER PLANS)(14 FT TO 20 FT LONG)	36	EA	553	$ 270.00	$ 149,310.00				$ -	553.00	0.00	553.00	149,310.00	149,310.00	-	-
ANGLE IRON SUPPORTS(14 IN X 4 IN X 1/4 IN 8 FT)	37	LF	17,485	$ 4.00	$ 69,940.00	1	17,485.00	$ 70.21	$ 1,167,681.85	17,485.00	0.00	17,485.00	1,227,821.85	1,227,821.85	-	-
BOLLARD (INSTALL & WELD TAPS)	38	EA	16,590	$ 45.00	$ 746,550.00	1	0.00	$ 45.00	$ (746,550.00)	0.00	0.00	0.00	-	-	-	-
FLAP GATES W/WALL PIPE & TEE (6 IN.)	39	EA	34	$ 2,300.00	$ 78,200.00				$ -	34.00	0.00	34.00	78,200.00	78,200.00	-	-
REMOVE AND REPLACE EXIST. SIGN	40	EA	8	$ 1,500.00	$ 12,000.00				$ -	8.00	0.00	8.00	12,000.00	12,000.00	-	-
SHEET WALL DRAIN MATERIAL	41	SF	0	$ -	$ -	3	55,865.00	$ 4.70	$ 262,565.50	55,865.00	0.00	55,865.00	262,565.50	262,565.50	-	-
REINF. CONC. PIPE (24 IN) (CL V)	42	LF	8	$ -	$ -	16	88.00	$ 114.00	$ 10,032.00	0.00	88.00	88.00	-	10,032.00	10,032.00	-
LOWER EXISTING 2 INCH WATERLINE	43	LS	0	$ -	$ -	16	1.00	$ 3,084.00	$ 3,084.00	0.00	1.00	1.00	-	3,084.00	3,084.00	-
RELOCATE EXISTING 10 IN IRRIGATION LINE	44	LS	0	$ -	$ -	17	1.00	$ 13,425.43	$ 13,425.43	0.00	1.00	1.00	-	13,425.43	13,425.43	-
			0	$ -	$ -				$ -	0.00	0.00	0.00	-	-	-	-

				TOTAL COMPLETE TO-DATE	TOTAL CURRENT CONTRACT EARNED	CONTRACT BALANCE TO COMPLETE
ORIGINAL CONTRACT AMOUNT:	$ 21,908,762.00					
NET CHANGES BY CHANGE ORDER(S)	$ (1,816,387.06)					
TOTAL CONTRACT AMOUNT TO DATE	$ 19,892,374.86			$ 19,931,635.92	$ 19,966,177.35	$ 26,541.43	$ 34,197.60
Estimated % Project Completion to Date:	99.83%					
		LESS RETAINAGE @ 10%		$ 1,995,817.76	$ 2,854.14	
		LESS Previous Requests for Payments		$17,938,472.31		
Liquidated Damages: Current Days:	0	To Date Days: 0	LD's per Day: $ 10,000.00	$0.00	$0.00	
		TOTAL AMOUNT DUE THIS REQUEST			$ 23,887.29	$ 23,887.29

Contractor: ZACHRY CONSTRUCTION CORPORATION

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 Contractand / 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: _____ Date: 10/16/09
ABEL ORTIZ

Title: PROJECT MANAGER

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 9 (2); that 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: 10/16/09 By: _____ ZACHRY CONSTRUCTION CORPORATION
CONTRACTOR
ABEL ORTIZ, PROJECT MANAGER

State of TEXAS
County of DALLAS
Subscribed and sworn to me this 16th day of October 2009

_____
Notary Public

My Commission Expires: 9/6/2010

GARY R HANNA
My Commission Expires
September 6, 2010

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 or work performed and/or material supplied by the contractor, and that partial payment claimed and requested by the Contrator 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.

_____ Date: 10/20/09
JOSE A. ELISSETCHE
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 or work performed and/or material supplied by the contractor, and that partial payment claimed and requested by the Contrator 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.

_____ Date: 10/22/09
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

DANNENBAUM ENGINEERING COMPANY - MCALLEN LLC
1109 NOLANA LOOP, SUITE 208 McALLEN, TEXAS 78504 (956) 682-3677

October 26, 2009

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

RE: Hidalgo County Levee Improvement Project - Work Authorization No. 9 & Associated Supplemental Agreements - Invoice 441004/19A/XV for Construction Phase Services for DHS Segment O-9 PH I

Dear Mr. Garza,

Enclosed please find Invoice 441004/19A/XV for services performed on Work Authorization No. 9 & Associated Supplemental Agreements for DHS Segment O-9 Phase I. We have included a copy of the contractor's pay request for backup for our invoice.

The billing cycle is through September 30, 2009.

Total due is $2,825.81. ok

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
OCT 28 2009
DRAINAGE DISTRICT #1

Ana

DANNENBAUM ENGINEERING COMPANY - MCALLEN, LLC
1109 Nolana Loop, Suite 208, McAllen, Texas 78504

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
MONTHLY PROGRESS PAYMENT INVOICE
FOR PROFESSIONAL SERVICES

(INVOICE FORMAT REVISED MAY 2008)
(Invoice No. 441004/01/XV and Invoice 441004/02/XV included in Invoice 4287xx and 4410xx/10/XV and Invoice 4287xx and 4410xx/11/XV

October 26, 2009
LEVEE IMPROVEMENT PROJECT
WORK AUTHORIZATION NO. 9 AND SA NO. 1 , SA NO. 2, SA NO. 3, AND SA NO. 4 TO WA NO. 9
DEC PROJECT NUMBER: 4410-04
PURCHASE ORDER NUMBERS: 610420, 610421, 610422

INVOICE NUMBER: 441004/19A/XV
INVOICE PERIOD: Thru September 2009

DESCRIPTION OF WORK TASK	TYPE OF SERVICE	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING	REMAINING AMOUNT
SPECIAL SERVICES - CONSTRUCTION PHASE - WORK AUTHORIZATION NO. 9							
CONSTRUCTION PHASE DHS SEGMENT 0-9 PHASE I (2.12 MILES) (SA NO. 4 TO W.A. NO. 9)							
Contruction Administration							
Coordinate P & S Reproduction	SPECIAL	$ 2,211.70	100.00%	$2,211.70	$2,211.70	$0.00	$0.00
Bidding Assistance	SPECIAL	$ 3,232.76	100.00%	$3,232.76	$3,232.76	$0.00	$0.00
Bid Opening	SPECIAL	$ 2,692.20	100.00%	$2,692.20	$2,692.20	$0.00	$0.00
Bid Tabulation	SPECIAL	$ 2,545.57	100.00%	$2,545.57	$2,545.57	$0.00	$0.00
Recommendation of Award	SPECIAL	$ 2,455.48	100.00%	$2,455.48	$2,455.48	$0.00	$0.00
Client Conference	SPECIAL	$ 4,204.35	100.00%	$4,204.35	$4,204.35	$0.00	$0.00
Notice of Award	SPECIAL	$ 1,946.72	100.00%	$1,946.72	$1,946.72	$0.00	$0.00
Review and Assemble Contracts	SPECIAL	$ 3,476.54	100.00%	$3,476.54	$3,476.54	$0.00	$0.00
		$22,765.32	100.00%	$22,765.32	$22,765.32	$0.00	$0.00
Contruction Engineering							
Notice to Proceed	SPECIAL	$ 9,026.98	100.00%	$9,026.98	$9,026.98	$0.00	$0.00
Pre-Construction Conference/Site Visits	SPECIAL	$ 17,594.67	100.00%	$17,594.67	$17,594.67	$0.00	$0.00
Shop Drawing Review	SPECIAL	$ 14,471.44	100.00%	$14,471.44	$14,471.44	$0.00	$0.00
Site Visits	SPECIAL	$ 17,446.28	100.00%	$17,446.28	$17,446.28	$0.00	$0.00
Interpretations and Clarifcations	SPECIAL	$ 20,951.08	100.00%	$20,951.08	$20,951.08	$0.00	$0.00
Monthly contractors Estimate	SPECIAL	$ 27,084.48	100.00%	$27,084.48	$27,084.48	$0.00	$0.00
Change Orders	SPECIAL	$ 6,375.42	100.00%	$6,375.42	$6,375.42	$0.00	$0.00
Project Site Representation	SPECIAL	$ 52,278.77	100.00%	$52,278.77	$52,278.77	$0.00	$0.00
Develop Monthly Engineering Report for USIBWC	SPECIAL	$ 2,049.18	100.00%	$2,049.18	$2,049.18	$0.00	$0.00
Develop Monthly Engineering Report for DHS/CBP/SBI	SPECIAL	$ 2,536.74	100.00%	$2,536.74	$2,536.74	$0.00	$0.00
Meeting with USIBWC	SPECIAL	$ 4,070.09	100.00%	$4,070.09	$4,070.09	$0.00	$0.00
Meeting with DHS/CBP/SBI	SPECIAL	$ 4,600.05	100.00%	$4,600.05	$4,600.05	$0.00	$0.00
Monthly Site Visits with USIBWC	SPECIAL	$ 3,052.57	100.00%	$3,052.57	$3,052.57	$0.00	$0.00
Monthly Site Visits with DHS/CBP/SBI	SPECIAL	$ 4,070.09	100.00%	$4,070.09	$4,070.09	$0.00	$0.00
Monthly Meeting with Financial Officers	SPECIAL	$ 1,462.69	100.00%	$1,462.69	$1,462.69	$0.00	$0.00
Set-up and Maintain Office Space for DHS/CBP/SBI	SPECIAL	$ 1,059.92	100.00%	$1,059.92	$1,059.92	$0.00	$0.00
		$188,130.45	100.00%	$188,130.45	$188,130.45	$0.00	$0.00
Project Completion/Final Acceptance							
Final Inspection	SPECIAL	$ 14,928.47	98.00%	$14,629.90	$14,331.33	$298.57	$298.57
Contractor's Final Pay Estimate	SPECIAL	$ 10,482.61	98.00%	$10,272.96	$10,063.31	$209.65	$209.65
Certificate of Completion	SPECIAL	$ 8,776.14	98.00%	$8,600.62	$8,425.09	$175.53	$175.52
Record As Built Drawings	SPECIAL	$ 5,840.16	50.00%	$2,920.08	$1,168.03	$1,752.05	$2,920.08
		$40,027.38	91.00%	$36,423.56	$33,987.76	$2,435.80	$3,603.82
DIRECT ODC COST	SPECIAL	$13,000.48	98.00%	$12,740.47	$12,350.46	$390.01	$260.01
PO 610917 SUBTOTAL		**$263,923.63**	**98.54%**	**$260,059.80**	**$257,233.99**	**$2,825.81**	**$3,863.83**
TOTAL SPECIAL SERVICES DHS SEGMENT 0-9 PH I		**$263,923.63**	**98.54%**	**$260,059.80**	**$257,233.99**	**$2,825.81**	**$3,863.83**
GRAND TOTAL FEE FOR W.A. NO. 9 DHS SEGMENT 0-9 PHASE I (2.12 MILES)		**$263,923.63**	**98.54%**	**$260,059.80**	**$257,233.99**	**$2,825.81**	**$3,863.83**
TOTAL AMOUNT DUE THIS INVOICE FOR WORK AUTHORIZATION NO. 9						**$2,825.81**	

Thru Contractor's Pay Request No.

HIDALGO COUNTY
OCT 28 2009
DRAINAGE DISTRICT #1

FILE COPY

TRANSMITTAL LETTER

DEC DANNENBAUM ENGINEERING COMPANY-MCALLEN, L.L.C.

1109 Nolana Loop, Suite 208, McAllen, Texas 78504 (956) 682-3677 Office (956) 686-1822 Fax

PROJECT: (Name, address)	HCDD No. 1 –Hidalgo County Levee Improvements Project/DHS Segment 0-9 ph I (2.12 Miles)	PROJECT NO.	4410-04 Phase I
		LOG NO.	165
TO:	Hidalgo County Drainage District No. 1 902 N. Doolittle Rd. Edinburg, Texas 78541	DATE:	October 14, 2009
ATTN:	Mr. Godfrey Garza		

If enclosures are not noted, please inform us immediately.

If checked below, please:

( ) Acknowledge receipt of enclosures.

( ) Return enclosures to us.

WE TRANSMIT:

X herewith ___ under separate cover via: _____

___ in accordance with your request _____

FOR YOUR:

X approval X distribution to parties ___ information ___ use

___ review & comment ___ record (s)

___ Other: _____

HIDALGO COUNTY
OCT 28 2009
DRAINAGE DISTRICT #1

THE FOLLOWING:

___ Drawings ___ Shop Drawings Prints ___ Samples

___ Specifications ___ Shop Drawing Reproducibles ___ Product Literature

___ Change Order X Other see below

Copies	Date	Rev. No.	Description	Action Code
7	10/14/09		**Originals** - Levee Improvements Project Segment 0-9 Phase I Request for Payment No. 11	D
7	10/14/09		**Enlarged View** - Levee Improvements Project Segment 0-9 Phase I Request for Payment No. 11	E

ACTION CODE

A. Action indicated on item transmitted
B. No Action Required
C. For signature and return to this office
D. For signature and forwarding as noted below under remarks
E. For Processing
F. See Remarks Below

REMARKS: Please review. Respectfully, upon your review and approval we request you place the above referenced item on the next Commissioner's Court Agenda for Board approval. Thank you.

COPIES TO:
4410-04 Phase I /FILE

BY: Sandra Spence

Hand-Delivery Signature

Printed Name: Sandra R. Spence
Administrative Manager

G:\1540\4410-04\TRANSMITTALS\TRANSMITTALS TO HCDD\Transmittal SSpence to HCDD 101409 PR11 Log No. 165.doc

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

REQUEST FOR PAYMENT
DHS SEGMENT 0-9 PHASE I (2.12 MILES)
WILLIAMS BROTHERS CONSTRUCTION COMPANY, INC.

3800 MILAM
HOUSTON, TEXAS 77006

REQUEST FOR PAYMENT NO. 11

Project Number: 4410-04 2.12 MILES
Date: 10/5/2009

CONTRACT NO. 05-013-07-08
WORK THRU: 6/25/2009 thru 8/25/2009

PROGRESS BILLING WORKSHEET - NO. 1

LEON WRIGHT, PROJECT MANAGER	ITEM NO	UNIT	TOTAL QUANTITY	BID UNIT PRICE	TOTAL BID PRICE	CHANGE ORDERS NO.	CHANGE ORDERS QTY. +/-	CHANGE ORDERS UNIT PRICE +/-	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
TEMP EROSION CONTROL (FILTER FABRIC FENCE)	1	LF	11,092	$ 3.00	$ 33,276.00	2	8,650.04	$ 3.00	$ (4,326.89)	8,650.04	0.00	8,650.04	25,950.12	25,950.12	-	-
TEMP EROSION CONTROL (CONST EXIT / ENTR)	2	EA	2	$ 2,000.00	$ 4,000.00				$ -	0.00	0.00	0.00	-	-	-	4,000.00
EXCAVATE & STOCKPILE EXIST LEVEE EMBANKMENT	3	CY	69,757	$ 12.20	$ 741,235.40	2	62,858.59	$ 12.20	$ (86,362.60)	62,858.59	0.00	62,858.59	644,874.80	644,874.80	-	-
TRENCH EXCAVATION PROTECTION (STRUCTURES)	4	LF	300	$ 1.00	$ 300.00				$ -	300.00	0.00	300.00	300.00	300.00	-	-
TEMPORARY SPECIAL SHORING	5	SY	189,280	$ 1.00	$ 189,280.00	2	95,004.00	$ 1.00	$ (14,196.00)	95,004.00	0.00	95,004.00	95,004.00	95,004.00	-	-
CONC. COLLAR (18 IN.)	6	EA	3	$ 500.00	$ 1,500.00	2	2.00	$ 500.00	$ (500.00)	2.00	0.00	2.00	1,000.00	1,000.00	-	-
CONSTRUCT GATE WELL STRUCTURE W/ SLUICE GATE, GRATE & LADDER, (3 ft x 3 ft)	7	EA	3	$ 38,000.00	$ 114,000.00	2	2.00	$ 38,000.0000	$ (38,000.00)	2.00	0.00	2.00	76,000.00	76,000.00	-	-
AGGREGATE DRAIN MATERIAL	8	CY	9,169	$ 40.00	$ 366,760.00	4	1,406.1323	$ 40.00	$ (219,614.71)	1,406.1323	0.00	1,406.1323	56,245.29	56,245.29	-	-
PERFORATED UNDERDRAIN PIPE (6 IN.) (PVC)	9	LF	11,280	$ 18.00	$ 169,200.00	2	8,213.80	$ 18.00	$ (21,995.60)	8,213.80	0.00	8,213.80	147,204.00	147,204.00	-	-
RETAINING WALL (CAST-IN-PLACE) (STEM)	10	CY	7,222	$ 550.00	$ 3,972,100.00	3	6,326.00	$ 549.781304	$ (494,823.00)	6,326.00	0.00	6,326.00	3,477,177.00	3,477,177.00	-	-
RETAINING WALL(CAST-IN-PLACE) (FOOTING)	11	CY	10,682	$ 750.00	$ 8,331,960.00	6	9,293.00	$ 777.607361	$ (1,106,884.80)	9,293.00	0.00	9,293.00	7,226,306.20	7,226,306.20	-	-
RETAINING WALL (CAST-IN-PLACE) (KEY)	12	CY	940	$ 150.00	$ 141,000.00	3	819.00	$ 149.963328	$ (18,330.00)	819.00	0.00	819.00	122,870.00	122,870.00	-	-
PREPARATION RIGHT OF WAY	13	STA	113	$ 10,000.00	$ 2,034,000.00	2	88.00	$ 18,000.00	$ (270,000.00)	88.00	0.00	88.00	1,764,000.00	1,764,000.00	-	-
CONCRETE SHOULDER (2 FT x 4 IN)	14	LF	110	$ 100.00	$ 11,000.00	2	55.00	$ 100.00	$ (5,500.00)	55.00	0.00	55.00	5,500.00	5,500.00	-	-
REMOVE EXIST. GATEWELL (2 FT X 3 FT)	15	EA	3	$ 4,000.00	$ 12,000.00	2	2.00	$ 4,000.00	$ (4,000.00)	2.00	0.00	2.00	8,000.00	8,000.00	-	-
REMOVE EXIST CONC. HEADWALL (18 IN)	16	EA	1	$ 500.00	$ 500.00	2	0.00	$ 500.00	$ (500.00)	0.00	0.00	0.00	-	-	-	-
REMOVE EXIST CONC. STAND PIPE (48 IN)	17	EA	2	$ 800.00	$ 1,600.00				$ -	2.00	0.00	2.00	1,600.00	1,600.00	-	-
REMOVE EXIST CONC. STAND PIPE (54 IN.)	18	EA	2	$ 800.00	$ 1,600.00				$ -	2.00	0.00	2.00	1,600.00	1,600.00	-	-
REMOVE EXIST CONC. PIPE (18 IN)	19	EA	3	$ 2,000.00	$ 6,000.00	2	2.00	$ 2,000.00	$ (2,000.00)	2.00	0.00	2.00	4,000.00	4,000.00	-	-
EXCAVATE & REUSE EXIST. LEVEE EMBANKMENT	20	CY	34,946	$ 9.50	$ 331,987.00	2	30,403.02	$ 9.50	$ (43,168.31)	30,403.02	0.00	30,403.02	288,828.69	288,828.69	-	-
CONC. RIP RAP CL-B (SLOPE PROTECTION)	21	CY	118	$ 400.00	$ 47,200.00	2	69.00	$ 400.00	$ (19,600.00)	69.00	0.00	69.00	27,600.00	27,600.00	-	-
FURNISHING & PLACING TOPSOIL (SALVAGED MATERIAL)	22	STA	81	$ 2,000.00	$ 162,000.00	2	70.00	$ 2,000.00	$ (22,000.00)	70.00	0.00	70.00	140,000.00	140,000.00	-	-
FURNISHING & PLACING TOPSOIL (NEW)	23	STA	33	$ 2,000.00	$ 66,000.00	2	28.00	$ 2,000.00	$ (10,000.00)	28.00	0.00	28.00	56,000.00	56,000.00	-	-
FLEXBASE (SALVAGED MATERIAL) (CALICHE) (TY D GR 6) (6 IN)	24	CY	987	$ 15.00	$ 14,805.00				$ -	831.85	0.00	831.85	13,977.75	13,977.75	-	827.25
FLEXBASE (NEW) (CALICHE) (TY D GR 6) (6 IN)	25	CY	7,793	$ 35.00	$ 272,605.00	2	5,575.61	$ 35.00	$ (35,958.65)	5,196.67	0.00	5,196.67	210,533.45	210,533.45	-	24,112.80
FLEXBASE (NEW) (CALICHE) (TY D GR 6) (8 IN)	26	CY	1,020	$ 35.00	$ 35,700.00	2	544.00	$ 35.00	$ (19,880.00)	382.38	0.00	382.38	12,333.30	12,333.30	-	6,706.70
HYDRO MULCH	27	SY	53,439	$ 1.00	$ 53,439.00	2	46,821.93	$ 1.00	$ (6,817.07)	46,821.93	0.00	46,821.93	46,821.93	46,821.93	-	-
REINF. CONC. PIPE (18 IN) (CL. V)	28	LF	348	$ 50.00	$ 17,400.00	2	310.00	$ 50.00	$ (1,900.00)	310.00	0.00	310.00	15,500.00	15,500.00	-	-
CONSTRUCT STAND PIPE (48 IN)	29	EA	1	$ 10,000.00	$ 10,000.00				$ -	1.00	0.00	1.00	10,000.00	10,000.00	-	-
CONSTRUCT STAND PIPE (54 IN)	30	EA	1	$ 10,000.00	$ 10,000.00				$ -	1.00	0.00	1.00	10,000.00	10,000.00	-	-
BOLLARD (CUT TO PLAN DIMENSIONS)	31	EA	11,169	$ 25.00	$ 279,000.00	1	0.00	$ 25.00	$ (279,000.00)	0.00	0.00	0.00	-	-	-	-
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (8 FT)	32	EA	10,424	$ 65.00	$ 573,320.00	2,10	9,096.00	$ 65.00	$ (73,040.00)	9,096.00	0.00	9,096.00	500,280.00	500,280.00	-	-
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (20 FT)	33	EA	736	$ 80.00	$ 58,880.00	2,10	416.00	$ 80.00	$ (25,600.00)	325.00	91.00	416.00	28,280.00	33,280.00	4,000.00	-
BOLLARD (SUPPLY, CUT & WELD ANGLE IRON SUPPORTS) (4 IN X 4 IN X 1/4 IN 8 FT)	34	LF	11,896	$ 80.00	$ 951,680.00	2,10	9,828.00	$ 80.00	$ (167,440.00)	9,828.00	0.00	9,828.00	784,240.00	784,240.00	-	-
BOLLARD (INSTALL & WELD CAPS)	35	EA	11,160	$ 110.00	$ 1,227,600.00	1	0.00	$ 110.00	$ (1,227,600.00)	0.00	0.00	0.00	-	-	-	-
FLAP GATES W/ WALL PIPE & TEE (6 IN.)	36	EA	23	$ 2,000.00	$ 46,000.00	2	21.00	$ 2,000.00	$ (4,000.00)	20.00	0.00	20.00	40,000.00	40,000.00	-	2,000.00
DEWATERING (0' – 3')	37	LF	647	$ 50.00	$ 32,350.00				$ -	647.00	0.00	647.00	32,350.00	32,350.00	-	-
DEWATERING (3' – 6')	38	LF	64	$ 150.00	$ 9,600.00				$ -	64.00	0.00	64.00	9,600.00	9,600.00	-	-
SHEET WALL DRAIN MATERIAL	39	SF	0	$ -	$ -	4	92,444.00	$ 1.62	$ 149,788.28	92,444.00	0.00	92,444.00	149,788.28	149,788.28	-	-
INSTALL 15 INCH RCP	40	LF	0	$ -	$ -	BA	100.00	$ 84.27	$ 8,427.00	0.00	100.00	100.00	-	8,427.00	8,427.00	-
INSTALL 14 INCH STEEL PIPE	41	LF	0	$ -	$ -	BA	90.00	$ 211.96	$ 19,067.40	0.00	90.00	90.00	-	19,067.40	19,067.40	-
INSTALL 8 INCH PVC PIPE	42	LF	0	$ -	$ -	BA	98.00	$ 70.01	$ 6,860.98	0.00	98.00	98.00	-	6,860.98	6,860.98	-
INSTALL 15 INCH PVC PIPE	43	LF	0	$ -	$ -	BA	340.00	$ 84.61	$ 28,767.40	0.00	340.00	340.00	-	28,767.40	28,767.40	-
REMOVE 15 IN RCP	44	LF	0	$ -	$ -	BA	104.00	$ 15.70	$ 1,632.80	0.00	104.00	104.00	-	1,632.80	1,632.80	-
REMOVE 14 INCH STEEL PIPE	45	LF	0	$ -	$ -	BA	86.00	$ 23.00	$ 1,978.00	0.00	86.00	86.00	-	1,978.00	1,978.00	-
REMOVE 8 INCH PVC PIPE	46	LF	0	$ -	$ -	BA	108.00	$ 15.90	$ 1,717.20	0.00	108.00	108.00	-	1,717.20	1,717.20	-
REMOVE 15 INCH PVC PIPE	47	LF	0	$ -	$ -	BA	321.00	$ 18.90	$ 6,066.90	0.00	321.00	321.00	-	6,066.90	6,066.90	-
RETENTION OF MOBILIZATION AND CONCRETE		LS	0	$ -	$ -	1	1.00	$ 300,000.00	$ 300,000.00	1.00	0.00	1.00	300,000.00	300,000.00	-	-
COST OF INCREASED REINFORCING		LS	0	$ -	$ -	3	1.00	$ 1,100,000.00	$ 1,100,000.00	1.00	0.00	1.00	1,100,000.00	1,100,000.00	-	-

		TOTAL COMPLETE TO-DATE	TOTAL CURRENT CONTRACT EARNED	CONTRACT BALANCE TO COMPLETE
ORIGINAL CONTRACT AMOUNT:	$ 20,263,897.40			
NET CHANGES BY CHANGE ORDER(S)	$ (2,685,288.06)			
TOTAL CONTRACT AMOUNT TO DATE	$ 17,589,489.34	$ 17,482,264.91	$ 17,630,852.49	$ 78,897.68	$ 37,646.85
Estimated % Project Completion to Date:	99.79%			
LESS RETAINAGE @ 10%		$ 1,763,085.24	$ 7,889.77	
PENDING RELEASED RETAINAGE PR #11		$ 872,612.76	$ -	
LESS Previous Requests for Payments		$15,579,642.67		
TOTAL AMOUNT DUE THIS REQUEST		$ 70,737.81	$ 70,737.81	

Contractor: WILLIAMS BROTHERS CONSTRUCTION COMPANY, INC.

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 Contractand / 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: LEON WRIGHT Date: 10/5/09
Title: PROJECT MANAGER

HIDALGO COUNTY
OCT 28 2009
DRAINAGE DISTRICT #1

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.

WILLIAMS BROTHERS CONSTRUCTION COMPANY, INC.
CONTRACTOR

DATE: 10/5/09 By: LEON WRIGHT, PROJECT MANAGER

State of TEXAS
County of MONTGOMERY 9TH
Subscribed and sworn to me this day of OCT 2009

Lora J Lockey
Notary Public
My Commission Expires: 1/25/2010

LORA J. LOCKEY
Notary Public, State of Texas
My Comm. Expires 01-25-2010

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 or work performed and/or material supplied by the contractor, and that partial payment claimed and requested by the Contrator 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.

Date: 10/12/09
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 or work performed and/or material supplied by the contractor, and that partial payment claimed and requested by the Contrator 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.

Date: 10/13/09
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 raports of my inspections of the project, and the period reports submittad 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

DANNENBAUM ENGINEERING COMPANY - MCALLEN LLC
1109 NOLANA LOOP, SUITE 208 McALLEN, TEXAS 78504 (956) 682-3677

October 26, 2009

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

RE: Hidalgo County Levee Improvement Project - Work Authorization No. 9 & Associated Supplemental Agreements - Invoice 441004/19B/XV for Construction Phase Services for DHS Segment O-9 PH II

Dear Mr. Garza,

Enclosed please find Invoice 441004/19B/XV for services performed on Work Authorization No. 9 & Associated Supplemental Agreements for DHS Segment O-9 Phase II. We have included a copy of the contractor's pay request for backup for our invoice.

The billing cycle is through September 30, 2009.

Total due is $886.37. ok

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
OCT 28 2009
DRAINAGE DISTRICT #1

G:\1540\4410-04\Invoices\Ltr Inv 19 (102609) O-9 Ph II.docx

DANNENBAUM ENGINEERING COMPANY - MCALLEN, LLC
1109 Nolana Loop, Suite 208, McAllen, Texas 78504

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
MONTHLY PROGRESS PAYMENT INVOICE
FOR PROFESSIONAL SERVICES

(INVOICE FORMAT REVISED MAY 2008)
(Invoice No. 441004/01/XV and Invoice 441004/02/XV included in Invoice 4287xx and 4410xx/10/XV and Invoice 4287xx and 4410xx/11/XV

October 26, 2009
LEVEE IMPROVEMENT PROJECT
WORK AUTHORIZATION NO. 9 AND SA NO. 1 , SA NO. 2, SA NO. 3, AND SA NO. 4 TO WA NO. 9
DEC PROJECT NUMBER: 4410-04
PURCHASE ORDER NUMBERS: 610420, 610421, 610422

INVOICE NUMBER: 441004/19B/XV
INVOICE PERIOD: Thru September 2009

DESCRIPTION OF WORK TASK	TYPE OF SERVICE	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING	REMAINING AMOUNT
SPECIAL SERVICES - CONSTRUCTION PHASE - WORK AUTHORIZATION NO. 9							
CONSTRUCTION PHASE DHS SEGMENT 0-9 PHASE II (1.75 MILES) (SA NO. 4 TO W.A. NO. 9)							
Construction Administration							
Coordinate P & S Reproduction	SPECIAL	$ 1,825.70	100.00%	$1,825.70	$1,825.70	$0.00	$0.00
Bidding Assistance	SPECIAL	$ 2,668.55	100.00%	$2,668.55	$2,668.55	$0.00	$0.00
Bid Opening	SPECIAL	$ 2,222.33	100.00%	$2,222.33	$2,222.33	$0.00	$0.00
Bid Tabulation	SPECIAL	$ 2,101.30	100.00%	$2,101.30	$2,101.30	$0.00	$0.00
Recommendation of Award	SPECIAL	$ 2,026.93	100.00%	$2,026.93	$2,026.93	$0.00	$0.00
Client Conference	SPECIAL	$ 3,470.57	100.00%	$3,470.57	$3,470.57	$0.00	$0.00
Notice of Award	SPECIAL	$ 1,606.96	100.00%	$1,606.96	$1,606.96	$0.00	$0.00
Review and Assemble Contracts	SPECIAL	$ 2,869.77	100.00%	$2,869.77	$2,869.77	$0.00	$0.00
		$18,792.11	100.00%	$18,792.11	$18,792.11	$0.00	$0.00
Contruction Engineering							
Notice to Proceed	SPECIAL	$ 7,451.52	100.00%	$7,451.52	$7,451.52	$0.00	$0.00
Pre-Construction Conference/Site Visits	SPECIAL	$ 14,523.90	100.00%	$14,523.90	$14,523.90	$0.00	$0.00
Shop Drawing Review	SPECIAL	$ 11,945.76	100.00%	$11,945.76	$11,945.76	$0.00	$0.00
Site Visits	SPECIAL	$ 14,401.41	100.00%	$14,401.41	$14,401.41	$0.00	$0.00
Interpretations and Clarifcations	SPECIAL	$ 17,294.52	100.00%	$17,294.52	$17,294.52	$0.00	$0.00
Monthly contractors Estimate	SPECIAL	$ 22,357.47	100.00%	$22,357.47	$22,357.47	$0.00	$0.00
Change Orders	SPECIAL	$ 5,262.73	100.00%	$5,262.73	$5,262.73	$0.00	$0.00
Project Site Representation	SPECIAL	$ 43,154.65	100.00%	$43,154.65	$43,154.65	$0.00	$0.00
Develop Monthly Engineering Report for USIBWC	SPECIAL	$ 1,691.54	100.00%	$1,691.54	$1,691.54	$0.00	$0.00
Develop Monthly Engineering Report for DHS/CBP/SBI	SPECIAL	$ 2,094.01	100.00%	$2,094.01	$2,094.01	$0.00	$0.00
Meeting with USIBWC	SPECIAL	$ 3,359.75	100.00%	$3,359.75	$3,359.75	$0.00	$0.00
Meeting with DHS/CBP/SBI	SPECIAL	$ 3,797.21	100.00%	$3,797.21	$3,797.21	$0.00	$0.00
Monthly Site Visits with USIBWC	SPECIAL	$ 2,519.81	100.00%	$2,519.81	$2,519.81	$0.00	$0.00
Monthly Site Visits with DHS/CBP/SBI	SPECIAL	$ 3,359.75	100.00%	$3,359.75	$3,359.75	$0.00	$0.00
Monthly Meeting with Financial Officers	SPECIAL	$ 1,207.91	100.00%	$1,207.91	$1,207.91	$0.00	$0.00
Set-up and Maintain Office Space for DHS/CBP/SBI	SPECIAL	$ 874.93	100.00%	$874.93	$874.93	$0.00	$0.00
		$155,296.87	100.00%	$155,296.87	$155,296.87	$0.00	$0.00
Project Completion/Final Acceptance							
Final Inspection	SPECIAL	$ 12,323.44	98.00%	$12,076.97	$11,830.50	$246.47	$246.47
Contractor's Final Pay Estimate	SPECIAL	$ 8,653.09	98.00%	$8,480.03	$8,306.97	$173.06	$173.06
Certificate of Completion	SPECIAL	$ 7,244.45	98.00%	$7,099.56	$6,954.67	$144.89	$144.89
Record As Built Drawings	SPECIAL	$ 4,820.88	20.00%	$964.18	$964.18	$0.00	$3,856.70
		$33,041.86	86.62%	$28,620.74	$28,056.32	$564.42	$4,421.12
DIRECT ODC COST	SPECIAL	$ 10,731.52	98.00%	$10,516.89	$10,194.94	$321.95	$214.63
PO 610917 SUBTOTAL		**$217,862.36**	**97.87%**	**$213,226.61**	**$212,340.24**	**$886.37**	**$4,635.75**
TOTAL SPECIAL SERVICES DHS SEGMENT 0-9 PH II		**$217,862.36**	**97.87%**	**$213,226.61**	**$212,340.24**	**$886.37**	**$4,635.75**
GRAND TOTAL FEE FOR W.A. NO. 9 DHS SEGMENT 0-9 PHASE II (1.75 MILES)		**$217,862.36**	**97.87%**	**$213,226.61**	**$212,340.24**	**$886.37**	**$4,635.75**
TOTAL AMOUNT DUE THIS INVOICE FOR WORK AUTHORIZATION NO. 9						**$886.37**	

Thru Contractor's Pay Request No. 12

HIDALGO COUNTY
OCT 28 2009
DRAINAGE DISTRICT #1

FILE COPY

TRANSMITTAL LETTER

DEC DANNENBAUM ENGINEERING COMPANY-MCALLEN, L.L.C.

1109 Nolana Loop, Suite 208, McAllen, Texas 78504 (956) 682-3677 Office (956) 686-1822 Fax

PROJECT: (Name, address) HCDD No. 1 – Hidalgo County Levee Improvements Project/ DHS Segment 0-9 Phase II (1.75 Miles)

PROJECT NO. 4410-04

LOG NO. 249

DATE: October 2, 2009

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

If enclosures are not noted, please inform us immediately.

ATTN: Mr. Godfrey Garza

If checked below, please:

( ) Acknowledge receipt of enclosures.

( ) Return enclosures to us.

WE TRANSMIT:

X herewith ___ under separate cover via: _____

___ in accordance with your request _____

FOR YOUR:

X approval X distribution to parties ___ information ___ use

___ review & comment ___ record (s)

___ Other: _____

HIDALGO COUNTY
OCT 28 2009
DRAINAGE DISTRICT #1

THE FOLLOWING:

___ Drawings ___ Shop Drawings Prints ___ Samples

___ Specifications ___ Shop Drawing Reproducibles ___ Product Literature

___ Change Order X Other see below

Copies	Date	Rev. No.	Description	Action Code
7	10/02/09		**Originals** - DHS Segment 0-9 Phase II Pay Request No. 13 McAllen Construction, Inc.	D
7	10/02/09		**Enlarged View** - DHS Segment 0-9 Phase II Pay Request No. 13 McAllen Construction, Inc.	E
6	10/02/09		Material on Hand Summary	E
1	10/02/09		Article 6 Compliance Confirmation	E
1	10/02/09		Correspondence – Letter of Explanation	E

ACTION CODE

A. Action indicated on item transmitted
B. No Action Required
C. For signature and return to this office
D. For signature and forwarding as noted below under remarks
E. For Processing
F. SEE REMARKS BELOW

REMARKS: Please review. Respectfully, upon your approval we request you place the above referenced item on the next Commissioner's Court Agenda for Board approval.

COPIES TO:

4410-04/FILE

BY: Sandra R. Spence

Hand-Delivery Signature

Printed Name: Sandra R. Spence
Administrative Manager

G:\1540\4410-04\TRANSMITTALS O-9 PH II\TRANSMITTALS TO HCDD NO. 1\Transmittal SSpence to HCDD 100209 PR13 Log No. 249.doc

DANNENBAUM ENGINEERING COMPANY - MCALLEN LLC
1109 NOLANA LOOP, SUITE 208 McALLEN, TEXAS 78504 (956) 682-3677

September 30, 2009

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

ATTN: *Mr. Godfrey Garza, Jr., CFM*
District Manager

REF: *Hidalgo County Levee Rehabilitation Project*
Contract No. 08-018-09-02
DHS Segment O-9 Phase II

SUBJ: *Payment Request No. 13*
Letter of Explanation

Dear Mr. Garza,

Dannenbaum is submitting this correspondence in order to explain why Unit Quantity Complete This Period when multiplied by Change Order Unit Price does not match the amount invoiced on this payment request under the column Amount Due This Invoice for Bid Item No. 15.

The unit price for this Bid Item was impacted by Change Order No. 22 that was recently approved and included in this payment request. The result of this adjustment in the unit price when multiplied times the Unit Quantity Complete to Date results in the adjustment shown on Bid Item No. 15. This adjustment, in the amount of $331,695.88 was added under Amount Due This Invoice so that Change Order Unit Price ($698.08) when multiplied by Amount Complete To Date (5,647.81) equals to Amount Complete To Date ($3,942,623.20).

We request your concurrence with this explanation. Upon your review, please provide a copy of this correspondence to the appropriate Hidalgo County Auditor for their review as well.

If you have any questions or need clarification concerning this correspondence please free to contact Jaime Xavier Farias at (956)682-3677.

Respectfully,

Richard Seitz, P.E.
Resident Project Representative
Dannenbaum Engineering Company – McAllen, LLC

cc: Steve McGarraugh, A.I.A. – Dannenbaum Engineering
Jaime Xavier Farias, E.I.T. – Dannenbaum Engineering
Lora Briones – Hidalgo County Drainage District No. 1
Minerva Luna – Hidalgo County Drainage District No. 1

McALLEN CONSTRUCTION, INC.

P.O. Box 3244 • McAllen, Texas 78502 • Phone: (956) 686-7819 • Fax: (956) 686-7824

September 29, 2009

Mr. Richard Seitz, P.E.
Resident Project Representative
Dannenbaum Engineering
1109 Nolana Loop, Suite 208
McAllen, TX 78504

Project: HCDD #1 / DHS Segment 0-09 - Ph II - Progreso River Levee Improvement

Subject: **Article 6 Compliance Confirmation**

Mr. Richard Seitz, P.E.:

McAllen Construction (McCI) hereby confirms that, as of September 25, 2009, McCI is in compliance with Items (a) thru (j) of Article 6 of the Construction Contract number 08-018-09-02 between Hidalgo County Drainage District No. 1 and McAllen Construction, Inc. dated September 02, 2008. Items (a) thru (j) are understood to include:

a. The Davis Bacon Act
b. Trafficking in Persons
c. Copyright
d. Patent Rights
e. Travel
f. Cargo Preference Act
g. Fly America Act
h. Nondiscrimination
i. Age Discrimination Act
j. Security Requirements

Should further confirmation be required, please notify McAllen Construction in writing.

Sincerely,

James Eckroat

Trey Pebley
Vice President

State of Texas County of Hidalgo.

Subscribed and sworn to me this 29th day of September 2009.

My Commission Expires 6/24/10

Notary Public

MARIA E. DIAZ
Notary Public
STATE OF TEXAS
My Comm. Exp. 06-24-2010

THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA
SKILL RESPONSIBILITY INTEGRITY

CONTRACT: 08-018-09-02

PROJECT: DHS Seg 0-9 Ph II

COUNTY: Hidalgo

REQUEST FOR PAYMENT OF MATERIALS ON HAND
SUMMARY PAGE

Sheet Totals	Amount
Sheet 1 of 1	8,422.00
Sheet ____ of ____	
Sheet ____ of ____	
Sheet ____ of ____	
Sheet ____ of ____	
Sheet ____ of ____	
Sheet ____ of ____	
Total Value:	8,422.00
Less Previous Total Value:	25,266.00
Net Change This Estimate:	(16,844.00)

1. Materials are non-perishable and suitable for incorporation into the work.
2. Base and aggregates are stockpiled at a non-commercial plant (source) in the vicinity of the project. A commercial source is defined as any source that supplies Base, Aggregates, HMACP or Concrete to the general public.
3. All materials are stored properly to prevent deterioration, contamination or intermingling of stockpiles.
4. Paid invoices are on file for any material that has been included in two estimate cycles.
5. All materials are identified and set apart for this project and have been included in a request for payment on any other TxDOT project.
6. Section VI(A) of the TxDOT Publication "Construction Estimates" is a complete guide for materials on hand payments and shall be used to evaluate Contractor's requests.
7. The signatory hereby warrants that they have the authority to execute this request.

I certify that the quantities and values shown on this request for payment are true and correct. The materials are stored on the project site, or in TxDOT approved locations, and meet all requirements shown hereon.

McAllen Construction, Inc.
Contractor

Roger Jenkins
Name (Print or Type)

Project Manager
Title

Signature

9/28/2009
Date

Instructions: CIS Contracts-Input " Total Value" as the pay quantity when generating the CIS estimate.
SiteManager Contracts-Input "Net Change This Estimate" as the Placed Quantity for the MOH item in a Daily Work Report.

CONTRACT 08-018-09-02
PROJECT: DHS Seg 0-9 Ph II

COUNTY: Hidalgo

REQUEST FOR PAYMENT OF MATERIAL ON HAND

CONTRACTOR McAllen Construction, Inc.

Estimate Period From 8/26/2009 To 9/25/2009

Item and Desc. No. (0000-0000)	Material Description	Unit	Received This Period	Previous Quantity On Hand	Used This Period	Balance On Hand	Unit Price $	Plan Qty	Total Value $
58	Anti-Climbing Panel	EA		3.00	2.00	1.00	$8,422.000	6.00	$8,422.00
				0.00	0.00	0.00	$0.000	6.00	$0.00
				0.00	0.00	0.00	$0.000	6.00	$0.00
				0.00	0.00	0.00	$0.000	0.00	$0.00
				0.00	0.00	0.00	$0.000	0.00	$0.00
				0.00	0.00	0.00	$0.000	0.00	$0.00
				0.00	0.00	0.00	$0.000	0.00	$0.00
						0.00			$0.00
						0.00			$0.00
						0.00			$0.00
						0.00			$0.00
						0.00			$0.00

Sheet Total $8,422.00

Contractor:

Address:

City/State/Zip:

MCALLEN CONSTRUCTION, INC.
P.O. BOX 3244
MCALLEN, TEXAS 78502

REQUEST FOR PAYMENT NO. 13

Project Number: 0610-04 1.75 Inlet3

Date: 9/29/2009

CONTRACT NO. 09-018-00-02

WORK THRU: 9/25/2009

PROGRESS BILLING WORKSHEET - NO. 1

JAMES ECKROAT, VICE PRESIDENT	ITEM NO	UNIT	TOTAL QUANTITY	BID UNIT PRICE	TOTAL BID PRICE	CHANGE ORDERS NO.	CHANGE ORDERS QTY. +/-	CHANGE ORDERS UNIT PRICE +/-	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
MOBILIZATION	1	LS	1	$ 1,300,000.00	$ 1,300,000.00				$ -	1.00	0.00	1.00	1,300,000.00	1,300,000.00	-	-
TEMP EROSION CONTROL (FILTER FABRIC FENCE)	2	LF	1,753	$ 4.76	$ 8,339.78	17A, 18, 20	6,362.42	$ 4.76	$ 31,889.79	1,390.00	4,537.00	5,927.42	6,769.78	38,319.69	21,980.78	-
TEMP EROSION CONTROL (CONST EXIT / ENTR)	3	EA	2	$ 2,000.00	4,000.00				$ -	0.00	0.00	0.00	-	-	-	-
TRENCH EXCAVATION PROTECTION (STRUCTURES)	4	LF	100	$ 1.00	100.00				$ -	100.00	0.00	100.00	-	-	-	4,000.00
TRENCH EXCAVATION PROTECTION (72 IN RCP PIPE)	5	LF	3,726	$ 1.00	$ 3,726.00				$ -	100.00	0.00	100.00	100.00	100.00	-	-
TEMPORARY SPECIAL SEEDING	6	SF	63,149	$ 0.00	$ 408,640.00				$ -	2,726.00	0.00	2,726.00	2,726.00	2,726.00	-	-
CONSTRUCT GATE WELL, STRUCTURE W/ SLUICE GATE, HATCH, LADDER & APPURTENANCES (8 ft x 10 ft)	7	EA	2	$ 45,000.00	$ 90,000.00	17A	68,799.31	$ 0.00	$ 3,716.26	68,799.31	0.00	68,799.31	412,895.26	412,895.26	-	-
CONSTRUCT IRRIGATION CONTROL BOXW/ 3 SLUICE GATES, HATCH, LADDER & APPURTENANCES (9 ft x 9.5 ft)	8	EA	1	$ 75,000.00	$ 75,000.00				$ -	2.00	0.00	2.00	90,000.00	90,000.00	-	-
CONC. COLLAR (30 IN)	9	EA	1	$ 1,300.00	$ 1,300.00				$ -	1.00	0.00	1.00	78,000.00	78,000.00	-	-
CONC. COLLAR (48 IN)	10	EA	2	$ 2,000.00	$ 4,000.00				$ -	1.00	0.00	1.00	1,300.00	1,300.00	-	-
CONC. COLLAR (54 IN)	11	EA	1	$ 3,700.00	$ 3,700.00				$ -	2.00	0.00	2.00	4,000.00	4,000.00	-	-
AGGREGATE DRAIN MATERIAL	12	CY	3,326	$ 75.00	$ 249,450.00	1, 16B, 17A	1,180.02	$ 70.00	$ (165,018.80)	1.00	0.00	1.00	3,700.00	3,700.00	-	-
PERFORATED UNDERDRAIN PIPE (6 IN)(PVC)	13	LF	5,172	$ 6.00	$ 48,152.00	16B, 17A	8,167.42	$ 6.00	$ (267.48)	1,180.02	0.00	1,180.02	99,891.40	99,891.40	-	-
RETAINING WALL (CAST-IN-PLACE) (ITEM)	14	CY	4,185	$ 700.00	$ 2,873,200.00	2, 16B, 17A	4,666.82	$ 600.00	$ (6,666.18)	8,167.42	0.00	8,167.42	48,944.82	48,944.82	-	-
RETAINING WALL(CAST-IN-PLACE) (FOOTING)	15	CY	5,695	$ 600.00	$ 3,807,000.00	2, 16B, 17A, 23	6,847.91	$ 600.00	$ 999,693.20	4,666.82	0.00	4,666.82	2,803,641.20	2,803,641.20	-	-
RETAINING WALL (CAST-IN-PLACE) (KEY)	16	CY	634	$ 600.00	$ 380,400.00	16B, 17A	628.18	$ 600.00	$ (3,810.80)	6,847.91	0.00	6,847.91	3,810,572.20	3,242,835.38	331,695.98	-
METAL BEAM GUARD FENCE	17	LF	100	$ 28.00	$ 4,000.00				$ -	628.18	0.00	628.18	376,690.80	376,690.80	-	-
SLUICE GATE (72 IN) on HEADWALL, SELF CONTAINED	18	EA	1	$ 36,000.00	$ 36,000.00				$ -	100.00	0.00	100.00	4,000.00	4,000.00	-	-
PREPARATION RIGHT OF WAY	19	STA	92	$ 1,500.00	$ 132,000.00	17A	88.00	$ 1,000.00	$ 1,000.00	1.00	0.00	1.00	36,000.00	36,000.00	-	-
EXCAVATE & STOCKPILE EXIST LEVEE EMBANKMENT	20	CY	46,133	$ 2.30	$ 98,305.90	16B, 17A	41,316.61	$ 2.20	$ 2,899.72	88.00	0.00	88.00	123,000.00	123,000.00	-	-
REMOVE EXIST CONC. PIPE & PLUG (30 IN)	21	EA	2	$ 1,200.00	$ 2,400.00				$ -	41,316.61	0.00	41,316.61	99,899.32	99,899.32	-	-
REMOVE EXIST CONC. PIPE (48 IN)	22	EA	4	$ 1,000.00	$ 4,000.00				$ -	2.00	0.00	2.00	2,600.00	2,600.00	-	-
REMOVE EXIST CONC. PIPE (54 IN)	23	EA	1	$ 1,200.00	$ 1,200.00				$ -	4.00	0.00	4.00	4,000.00	4,000.00	-	-
REMOVE EXIST CONC. STEARM ALL (30 IN)	24	EA	1	$ 600.00	$ 600.00				$ -	1.00	0.00	1.00	1,200.00	1,200.00	-	-
REMOVE EXIST CONC. HEADWALL (48 IN)	25	EA	4	$ 1,500.00	$ 6,000.00				$ -	1.00	0.00	1.00	600.00	600.00	-	-
REMOVE EXIST CONC. HEADWALL (54 IN)	26	EA	1	$ 1,600.00	$ 1,600.00				$ -	4.00	0.00	4.00	6,000.00	6,000.00	-	-
REMOVE & DISPOSAL EXIST CONC. RIP RAP (reservoir I)	27	LS	1	$ 1,800.00	$ 1,800.00				$ -	1.00	0.00	1.00	1,800.00	1,800.00	-	-
REMOVE & DISPOSAL EXIST CONC. RIP RAP (reservoir 2)	28	LS	1	$ 1,800.00	$ 1,800.00				$ -	1.00	0.00	1.00	1,800.00	1,800.00	-	-
REMOVE & DISPOSAL EXIST CONC. RIP RAP (canal)	29	LS	1	$ 30,000.00	$ 30,000.00				$ -	1.00	0.00	1.00	30,000.00	30,000.00	-	-
REMOVE & DISPOSAL EXIST STAND PIPE	30	EA	1	$ 1,800.00	$ 1,800.00				$ -	1.00	0.00	1.00	30,000.00	30,000.00	-	-
EXCAVATE & REUSE EXIST. EMBANKMENT	31	CY	46,133	$ 6.00	$ 268,364.00	16B, 17A	41,316.61	$ 6.00	$ 7,662.62	1.00	0.00	1.00	1,800.00	1,800.00	-	-
EMBANKMENT (NEW)	32	CY	4,710	$ 6.00	$ 37,680.00	16B, 17A	7,228.21	$ 6.00	$ 20,146.88	41,316.61	0.00	41,316.61	268,857.32	268,857.32	-	-
										7,228.21	0.00	7,228.21	97,828.86	97,828.86	-	-
CONCRETE (BOLLARD FOUNDATION)	33	CY	173	$ 300.00	$ 51,900.00	16B, 17A, 23, 24	388.00	$ 432.97	$ 103,103.28	388.00	0.00	388.00	168,003.28	168,003.28	-	-
CONC. PAD (4 FT X 4 FT)	34	EA	16	$ 700.00	$ 10,800.00				$ -	16.00	0.00	16.00	10,800.00	10,800.00	-	-
CONC. RIP RAP CL-B (SLOPE PROTECTION)	35	CY	30	$ 600.00	$ 18,000.00	17A	93.00	$ 600.00	$ 31,800.00	93.00	0.00	93.00	48,800.00	48,800.00	-	-
CONC. RIP RAP CL-B (RESERVOIR BASINS)	36	CY	293	$ 600.00	$ 176,000.00				$ -	363.00	0.00	363.00	176,000.00	176,000.00	-	-
FURNISHING & PLACING TOPSOIL (SALVAGED MATERIAL)	37	STA	22	$ 1,100.00	$ 31,900.00				$ -	29.00	0.00	29.00	31,900.00	31,900.00	-	-
FURNISHING & PLACING TOPSOIL (NEW)	38	STA	39	$ 1,000.00	$ 39,000.00	17A	90.00	$ 1,000.00	$ 1,000.00	90.00	0.00	90.00	90,000.00	90,000.00	-	-
FLEXBASE (SALVAGED MATERIAL) (CALICHE) (TY D GR 6) (6 IN)	39	CY	1,111	$ 22.00	$ 24,442.00	17A	1,121.00	$ 22.00	$ 220.00	439.00	0.00	439.00	9,472.32	9,472.32	-	16,169.68
FLEXBASE (NEW) (CALICHE) (TY D GR 6) (6 IN)	40	CY	5,172	$ 28.00	$ 159,149.00	17A	5,328.06	$ 28.00	$ 3,284.36	5,328.06	0.00	5,328.06	139,643.36	139,643.36	-	-
FLEXBASE (NEW) (CALICHE) (TY D GR 6) @ (8 IN)	41	CY	344	$ 34.00	$ 6,350.00	16B, 17A	363.00	$ 34.00	$ 2,720.00	363.00	0.00	363.00	8,800.00	8,800.00	-	-
HYDRO MULCH	42	SY	63,670	$ 1.00	$ 63,670.00	17A	63,153.44	$ 1.00	$13.44	63,153.44	0.00	63,153.44	63,153.44	63,153.44	-	-
REINF. CONC. PIPE (30 IN) (CL. III)	43	LF	155	$ 120.00	$ 29,100.00				$ -	20.00	0.00	20.00	6,000.00	6,000.00	-	-
REINF. CONC. PIPE (48 IN) (CL. III)	44	LF	360	$ 300.00	$ 82,700.00	16,12	166.00	$ 300.00	$ (2,000.00)	166.00	0.00	166.00	20,160.00	20,160.00	-	-
REINF. CONC. PIPE (54 IN) (CL. III)	45	LF	20	$ 300.00	$ 6,000.00				$ -	166.00	0.00	166.00	69,750.00	69,750.00	-	-
REINF. CONC. PIPE (72 in.) (CL. III)	46	LF	3,726	$ 348.00	$ 827,426.00				$ -	20.00	0.00	20.00	6,000.00	6,000.00	-	-
REINF. CONC. TEE/MANHOLE (72 IN. X 48 IN.) (CL. III)	47	EA	4	$ 10,000.00	$ 40,000.00	10	2.00	$ 10,000.00	$ (20,000.00)	2,726.00	0.00	2,726.00	827,826.00	827,826.00	-	-
CONC. HEADWALL (48 IN)	48	EA	4	$ 12,000.00	$ 48,000.00				$ -	2.00	0.00	2.00	20,000.00	20,000.00	-	-
CONC. HEADWALL (72 IN)	49	EA	1	$ 18,000.00	$ 18,000.00				$ -	4.00	0.00	4.00	48,000.00	48,000.00	-	-
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (6 FT)	50	EA	4,298	$ 130.00	$ 667,700.00	14A	0.00	$ 130.00	$ (667,700.00)	1.00	0.00	1.00	18,000.00	18,000.00	-	-
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS (8 FT)	51	EA	1,832	$ 132.00	$ 241,824.00	14A	0.00	$ 132.00	$ (241,824.00)	0.00	0.00	0.00	-	-	-	-
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS (10 FT)	52	EA	1,995	$ 135.00	$ 269,325.00	14A	0.00	$ 135.00	$ (269,325.00)	0.00	0.00	0.00	-	-	-	-
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS (20 FT)	53	EA	370	$ 180.00	$ 66,600.00	14A, 16B, 17A	1,180.00	$ 180.00	$ 84,600.00	1,180.00	0.00	1,180.00	172,800.00	172,800.00	-	-
BOLLARD (SUPPLY, CUT & WELD ANGLE IRON SUPPORTS) (4 IN X 4 IN X 1/4 IN 8 FT)	54	LF	9,433	$ 9.00	$ 84,897.00	14A, 16B, 17A	12,267.00	$ 9.00	$ 26,004.00	12,267.00	0.00	12,267.00	110,403.00	110,403.00	-	-
FLAP GATES W/ WALL PIPE & TEE (6 IN.)	55	EA	12	$ 1,800.00	$ 22,896.00				$ (18.00)	18.00	0.00	18.00	22,000.00	22,000.00	-	-
CAT OPENING	56	EA	2	$ 1,000.00	$ 2,000.00	16B, 17A	0.00	$ 1,000.00	$ 4,000.00	0.00	0.00	0.00	6,000.00	6,000.00	-	-
CONTINUOUS BY PASS TO RESEVOIR #3 @ 44 cfs	57	LS	1	$ 700,000.00	$ 700,000.00				$ -	1.00	0.00	1.00	700,000.00	700,000.00	-	-
ANTI CLIMBING FENCE	58	EA	3	$ 5,000.00	$ 15,000.00	16B, 17A	0.00	$ 5,000.00	$ 30,000.00	0.00	0.00	0.00	27,000.00	45,000.00	18,000.00	9,000.00
SWEET WALL DRAIN MATERIAL	59	SF	0	$ -	$ -	1, 16B, 17A	81,222.00	$ 1.72	$ 69,273.84	81,222.00	0.00	81,222.00	69,273.84	69,273.84	-	-
BOLLARD (TRANS FROM STAGING AREA & FABRICATE) (3')	61	EA	0	$ -	$ -	14A	138.00	$ 67.39	$ 7,800.86	138.00	0.00	138.00	7,800.86	7,800.86	-	-
BOLLARD (TRANS FROM STAGING AREA & INSTALL PER PLAN) (5')	62	EA	0	$ -	$ -	14A	3,969.00	$ 132.81	$ 527,019.79	3,969.00	0.00	3,969.00	527,019.79	527,019.79	-	-
BOLLARD (TRANS FROM STAGING AREA & INSTALL PER PLAN) (11')	63	EA	0	$ -	$ -	14A	1,233.00	$ 137.39	$ 169,401.87	1,233.00	0.00	1,233.00	169,401.87	169,401.87	-	-
CONSTRUCT IRRIGATION CONTROL BOXW/ 2 SLUICE GATES, HATCH, LADDER & APPURTENANCES (9 ft x 9.5 ft)	64	EA	0	$ -	$ -	8A	1.00	$ 42,648.00	42,648.00	1.00	0.00	1.00	42,648.00	42,648.00	-	-
REINF. CONC. PIPE (36 IN) (CL. III)	65	LF	0	$ -	$ -	8A,12	32.00	$ 134.25	4,296.00	32.00	0.00	32.00	4,296.00	4,296.00	-	-
CONC. PIPE PLUG (36 IN)	66	EA	0	$ -	$ -	8A,12	2.00	$ 300.00	600.00	2.00	0.00	2.00	600.00	600.00	-	-
BOLLARD (TRANS FROM STAGING AREA & INSTALL PER PLAN) (13.42')	67	EA	0	$ -	$ -	14A, 16B, 17A	2,226.00	$ 146.14	$ 332,776.00	2,226.00	0.00	2,226.00	332,776.00	332,776.00	-	-
CONCRETE HEADER (3 FT X 3 FT)	68	LF	0	$ -	$ -	17A	48.00	$ 148.78	6,787.92	48.00	0.00	48.00	6,787.92	6,787.92	-	-
WROUGHT IRON FENCE	69	LF	0	$ -	$ -	17A	18.00	$ 48.00	864.00	0.00	0.00	0.00	-	-	-	864.00
BOLLARD (TRANS FROM STAGING AREA & FABRICATE) (9')	70	EA	0	$ -	$ -	18	384.00	$ 99.43	38,861.12	0.00	287.00	287.00	-	19,826.41	19,826.41	8,734.71
BOLLARD (TRANS FROM STAGING AREA & FABRICATE) (11')	71	EA	0	$ -	$ -	18	18.00	$ 71.83	$ 1,149.28	0.00	14.00	14.00	-	1,006.82	1,006.82	142.96
BOLLARD (TRANS FROM STAGING AREA & FABRICATE) (13.42')	72	EA	0	$ -	$ -	18	112.00	$ 99.28	$ 10,112.48	0.00	112.00	112.00	-	10,112.48	10,112.48	-
WATERSTOP RETROFITTING	73	LS	0	$ -	$ -	20	1.00	$ 2,288.30	2,288.30	1.00	0.00	1.00	2,288.30	2,288.30	-	-
FABRICATE & INSTALL SECURITY GRATING AT 48 IN HEADWALL	74	LS	0	$ -	$ -	21	1.00	$ 7,737.80	7,737.80	1.00	0.00	1.00	7,737.80	7,737.80	-	-
REMOVE AND PLUG EXIST. 6 FT X 5 FT RCB	75	LS	0	$ -	$ -	20	1.00	$ 6,634.00	6,634.00	1.00	0.00	1.00	6,634.00	6,634.00	-	-
MATERIAL ON HAND													$ 26,288.00	9,422.50	(16,844.80)	(9,422.50)

			TOTAL COMPLETE TO-DATE	TOTAL CURRENT CONTRACT EARNED	CONTRACT BALANCE TO COMPLETE
ORIGINAL CONTRACT AMOUNT:	$ 13,426,119.85				
NET CHANGES BY CHANGE ORDER(S)	$ 605,213.26				
TOTAL CONTRACT AMOUNT TO DATE	$ 14,031,333.31		$ 13,997,976.02	$ 13,993,433.18	$ 388,447.14 $ 37,910.86
Estimated % Project Completion to Date:	99.89%	LESS RETAINAGE @ 10%	$ 1,399,342.30	$ 38,544.71	
Liquidated Damages: Current Days: 0		LESS Previous Requests for Payments	$32,347,178.48		
Days: 0		LD's per Day: $ 10,000.00	$0.00	$0.00	
		TOTAL AMOUNT DUE THIS REQUEST	$ 940,992.43	$ 940,992.43	

Contractor: MCALLEN CONSTRUCTION, INC.

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 Contractend / 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: _____ Date: 9/29/2009

JAMES ECKROAT

Title: VICE PRESIDENT

HIDALGO COUNTY DRAINAGE DISTRICT #1 OCT 28 2009

Instructions: Contractor's Certification No. 2: is to be executed for all requests for payments after the first. Notaries 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 12 this Application for Payment will pass to OWNER at time 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.

DATE: 9/29/2009 By: _____

JAMES ECKROAT, VICE PRESIDENT

MCALLEN CONSTRUCTION, INC.
CONTRACTOR

State of TEXAS
County of Hidalgo

Subscribed and sworn to me this 29th day of September 2009

Notary Public

My Commission Expires: 6/24/10

MARIA E. DIAZ
Notary Public
STATE OF TEXAS
My Comm. Exp. 06-24-2010

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 or work performed and/or material supplied by the contractor, and that partial payment claimed and requested by the Contrator 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.

Date: 9/30/09

JOSE A. ESSETCHE
DOS PROJECT 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 or work performed and/or material supplied by the contractor, and that partial payment claimed and requested by the Contrator 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.

Date: 9/30/09

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.

M:\JOBINFO\Job2008xxx\Job 208435 HCDD #1 Levee Wall Seg 3\Phase 2\020 Contract Documents\Request For Payment\2009-09 - Payment # 13\PaymentRequest No 13 - Segment 0-9 Phase II -2009-09-29.xls 9/29/20094:37 PM

JD Salinas
Chairman of the Board

DANNENBAUM ENGINEERING COMPANY - MCALLEN LLC
1109 NOLANA LOOP, SUITE 208 McALLEN, TEXAS 78504 (956) 682-3677

October 26, 2009

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

RE: Hidalgo County Levee Improvement Project - Work Authorization No. 10 & Associated Supplemental Agreements - Invoice 441005/19A/XV for DHS Segment O-10

Dear Mr. Garza,

Enclosed please find Invoice 441005/19A/XV for services performed on Work Authorization No. 10 & Associated Supplemental Agreements for DHS Segment O-10 as referenced above. We have included copy of the contractor's pay request for DHS Segment O-10 as backup for our invoices.

The billing cycle is through September 30, 2009.

Total due is $2,315.46. ok

If you have any questions, please call our office.

Sincerely,

Louis H. Jones - ss

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

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

HIDALGO COUNTY
OCT 28 2009
DRAINAGE DISTRICT

OMA

G:\1540\4410-05\Invoices\Ltr Inv 19 (102609) O-10.docx

DANNENBAUM ENGINEERING COMPANY - MCALLEN, LLC
1109 Nolana Loop, Suite 208, McAllen, Texas 78504

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
MONTHLY PROGRESS PAYMENT INVOICE
FOR PROFESSIONAL SERVICES

(INVOICE FORMAT REVISED MAY 2008)
(Invoice No. 441005/01/XV and Invoice 441005/02/XV included in Invoice 4287xx and 4410xx/10/XV and Invoice 4287xx and 4410xx/11/XV

October 26, 2009
LEVEE IMPROVEMENT PROJECT
WORK AUTHORIZATION NO. 10 AND SA NO. 1 , SA NO. 2, SA NO 3, AND SA NO 4 TO WA NO. 10
DEC PROJECT NUMBER: 4410-05
PURCHASE ORDER NUMBERS: 610423, 610424, 610425

INVOICE NUMBER: 441005/19A/XV
INVOICE DATE: Thru September 2009

DESCRIPTION OF WORK TASK	TYPE OF SERVICE	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING	REMAINING AMOUNT
BASIC SERVICES - PARTIAL PRELIMINARY ENGINEERING - WORK AUTHORIZATION NO. 10							
CONCRETE FLOOD STRUCTURE DHS SEGMENT 0-10 (2.43 MILES)							
PARTIAL PRELIMINARY ENGINEERING DHS SEGMENT 0-10 (2.43 MILES)							
Project Startup and Coordination							
Partial Coordination with the County/DHS/USIBWC	BASIC	$6,888.00	100.00%	$6,888.00	$6,888.00	$0.00	$0.00
Partial Coordinaiton with Utilities and Irrigation Districts	BASIC	$7,158.87	100.00%	$7,158.87	$7,158.87	$0.00	$0.00
Partial Coordination with State and Federal Agencies	BASIC	$3,186.02	100.00%	$3,186.02	$3,186.02	$0.00	$0.00
		$17,232.89	100.00%	$17,232.89	$17,232.89	$0.00	$0.00
Partial Data Gathering Design Critieria							
Partial Collect and Review County /USIBWC Data / DHS	BASIC	$1,338.26	100.00%	$1,338.26	$1,338.26	$0.00	$0.00
Partial Visit Site with Client Representatives	BASIC	$957.74	100.00%	$957.74	$957.74	$0.00	$0.00
Partial Review Existing Studies	BASIC	$2,257.31	100.00%	$2,257.31	$2,257.31	$0.00	$0.00
Partial Develop Project Criteria	BASIC	$1,996.10	100.00%	$1,996.10	$1,996.10	$0.00	$0.00
Partial Client Conference Review Meeting	BASIC	$1,254.42	100.00%	$1,254.42	$1,254.42	$0.00	$0.00
		$7,803.83	100.00%	$7,803.83	$7,803.83	$0.00	$0.00
Partial Preliminary Engineering							
Partial Confirm Route / Develop Project Layout	BASIC	$4,106.68	100.00%	$4,106.68	$4,106.68	$0.00	$0.00
Partial Review / Confirm Basic Hydrology / Hydraulics (USIBWC	BASIC	$2,618.47	100.00%	$2,618.47	$2,618.47	$0.00	$0.00
Partial Determine Typical Sections and Prelim Design	BASIC	$4,993.83	100.00%	$4,993.83	$4,993.83	$0.00	$0.00
Partial Review / Confirm Hydraulic Model (USIBWC)	BASIC	$3,793.07	100.00%	$3,793.07	$3,793.07	$0.00	$0.00
Partial Preliminary Quantify Takeoff and Opinion of Cost	BASIC	$2,362.43	100.00%	$2,362.43	$2,362.43	$0.00	$0.00
		$17,874.48	100.00%	$17,874.48	$17,874.48	$0.00	$0.00
PO 610423 SUBTOTAL		**$42,911.20**	**100.00%**	**$42,911.20**	**$42,911.20**	**$0.00**	**$0.00**
REMAINING PRELIMINARY ENGINEERING DHS SEGMENT 0-10 (2.43 MILES) (SA NO. 3 TO W.A. NO. 10)							
Project Startup and Coordination							
Coordination with the County/City of MISSION/IBWC	BASIC	$4,669.37	100.00%	$4,669.37	$4,669.37	$0.00	$0.00
Coordinaiton with Utilities and Irrigation Districts	BASIC	$1,754.24	100.00%	$1,754.24	$1,754.24	$0.00	$0.00
Coordination with State and Federal Agencies	BASIC	$3,379.49	100.00%	$3,379.49	$3,379.49	$0.00	$0.00
		$9,803.10	100.00%	$9,803.10	$9,803.10	$0.00	$0.00
Partial Data Gathering Design Critieria							
Partial Collect and Review County /IBWC Data	BASIC	$10,138.47	100.00%	$10,138.47	$10,138.47	$0.00	$0.00
Partial Visit Site with Client Representatives	BASIC	$10,138.47	100.00%	$10,138.47	$10,138.47	$0.00	$0.00
Coordinate Field Survey	BASIC	$4,540.38	100.00%	$4,540.38	$4,540.38	$0.00	$0.00
Partial Review Existing Studies	BASIC	$2,915.13	100.00%	$2,915.13	$2,915.13	$0.00	$0.00
Partial Develop Project Criteria	BASIC	$10,138.47	100.00%	$10,138.47	$10,138.47	$0.00	$0.00
Partial Client Conference Review Meeting	BASIC	$7,997.27	100.00%	$7,997.27	$7,997.27	$0.00	$0.00
		$45,868.20	100.00%	$45,868.20	$45,868.20	$0.00	$0.00
Partial Preliminary Engineering							
Partial Confirm Route / Develop Project Layout	BASIC	$11,583.14	100.00%	$11,583.14	$11,583.14	$0.00	$0.00
Partial Review / Confirm Basic Hydrology / Hydraulics (USIBWC	BASIC	$7,023.41	100.00%	$7,023.41	$7,023.41	$0.00	$0.00
Partial Determine Typical Sections and Prelim Design	BASIC	$7,858.60	100.00%	$7,858.60	$7,858.60	$0.00	$0.00
Partial Review / Confirm Hydraulic Model (USIBWC)	BASIC	$5,572.29	100.00%	$5,572.29	$5,572.29	$0.00	$0.00
Partial Preliminary Quantify Takeoff and Opinion of Cost	BASIC	$5,997.95	100.00%	$5,997.95	$5,997.95	$0.00	$0.00
PREPARE 30% SCHEMATICS	BASIC	$66,403.11	100.00%	$66,403.11	$66,403.11	$0.00	$0.00
		$104,438.50	100.00%	$104,438.50	$104,438.50	$0.00	$0.00
DIRECT ODC COST	BASIC	$11,535.00	100.00%	$11,535.00	$11,535.00	$0.00	$0.00
SUBTOTAL		**$171,644.80**	**100.00%**	**$171,644.80**	**$171,644.80**	**$0.00**	**$0.00**
FINAL DESIGN DHS SEGMENT 0-10 (2.43 MILES) (SA NO. 3 TO W.A. NO. 10)							
PO 611173							
Project Startup and Coordination							
Coordination with the County/DHS/USIBWC	BASIC	$15,117.85	100.00%	$15,117.85	$15,117.85	$0.00	$0.00
Coordinaiton with Utilities and Irrigation Districts	BASIC	$17,065.63	100.00%	$17,065.63	$17,065.63	$0.00	$0.00
Coordination with State and Federal Agencies	BASIC	$8,061.99	100.00%	$8,061.99	$8,061.99	$0.00	$0.00
		$40,245.47	100.00%	$40,245.47	$40,245.47	$0.00	$0.00

HIDALGO COUNTY
OCT 28 2009
DRAINAGE DISTRICT #1

DESCRIPTION OF WORK TASK	TYPE OF SERVICE	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING	REMAINING AMOUNT
PO 611174 SUBTOTAL							
Final General Plan Sheets	BASIC	$36,923.93	100.00%	$36,923.93	$36,923.93	$0.00	$0.00
Final Plan/Profile Sheets	BASIC	$48,242.97	100.00%	$48,242.97	$48,242.97	$0.00	$0.00
Final Drainage Sheets	BASIC	$41,264.51	100.00%	$41,264.51	$41,264.51	$0.00	$0.00
Final Details and Typical Sections Sheets	BASIC	$43,425.12	100.00%	$43,425.12	$43,425.12	$0.00	$0.00
Final SWPPP Sheets	BASIC	$46,437.08	100.00%	$46,437.08	$46,437.08	$0.00	$0.00
Final Specifications	BASIC	$32,215.72	100.00%	$32,215.72	$32,215.72	$0.00	$0.00
Final Quantities and Opinion of Cost	BASIC	$32,493.06	100.00%	$32,493.06	$32,493.06	$0.00	$0.00
Client Conference/Review Meeting	BASIC	$29,880.97	100.00%	$29,880.97	$29,880.97	$0.00	$0.00
		$310,883.36	100.00%	$310,883.36	$310,883.36	$0.00	$0.00
Final Design - 100% Plans							
Final General Plan Sheets	BASIC	$10,480.59	100.00%	$10,480.59	$10,480.59	$0.00	$0.00
Final Plan/Profile Sheets	BASIC	$9,977.52	100.00%	$9,977.52	$9,977.52	$0.00	$0.00
Final Drainage Sheets	BASIC	$9,139.08	100.00%	$9,139.08	$9,139.08	$0.00	$0.00
Final Details and Typical Sections Sheets	BASIC	$9,474.45	100.00%	$9,474.45	$9,474.45	$0.00	$0.00
Final SWPPP Sheets	BASIC	$10,480.59	100.00%	$10,480.59	$10,480.59	$0.00	$0.00
Final Specifications	BASIC	$7,191.30	100.00%	$7,191.30	$7,191.30	$0.00	$0.00
Final Quantities and Opinion of Cost	BASIC	$7,836.26	100.00%	$7,836.26	$7,836.26	$0.00	$0.00
Client Conference/Review Meeting	BASIC	$5,714.38	100.00%	$5,714.38	$5,714.38	$0.00	$0.00
		$70,294.17	100.00%	$70,294.17	$70,294.17	$0.00	$0.00
DIRECT ODC COST	BASIC	$7,690.00	100.00%	$7,690.00	$7,690.00	$0.00	$0.00
PO 610918 SUBTOTAL		**$429,113.00**	**100.00%**	**$429,113.00**	**$429,113.00**	**$0.00**	**$0.00**
SPECIAL SERVICES - TO WORK AUTHORIZATION NO. 10 DHS SEGMENT 0-10 (2.43 MILES)							
SURVEYING SERVICES (S.A. NO. 1 to W.A. NO. 10)							
Survey (Vert Cont/Survey QA QC) - **DANNENBAUM**	SPECIAL	$11,688.44	100.00%	$11,688.44	$11,688.44	$0.00	$0.00
Survey (Horizonal Control) - **DOS LOGISTICS, INC.**	SPECIAL	$5,660.44	100.00%	$5,860.44	$5,660.44	$0.00	$0.00
Survey (Topo/Data Gathering) - **DOS LOGISTICS, INC.**	SPECIAL	$49,698.26	100.00%	$49,698.26	$49,698.26	$0.00	$0.00
Survey (Base Map Preparation) - **DOS LOGISTICS, INC.**	SPECIAL	$5,852.86	100.00%	$5,852.86	$5,852.86	$0.00	$0.00
PO 610424 SUBTOTAL		**$72,900.00**	**100.00%**	**$72,900.00**	**$72,900.00**	**$0.00**	**$0.00**
SURVEYING SERVICES - ESTABLISH ROW (S.A. NO. 2 TO W.A. NO. 10)							
Survey (Establish Existing ROW) - **DOS LOGISTICS, INC.**	SPECIAL	$3,279.50	100.00%	$3,279.50	$3,279.50	$0.00	$0.00
Survey (Establish Existing ROW) QA QC - **DANNENBAUM**	SPECIAL	$365.50	100.00%	$365.50	$365.50	$0.00	$0.00
PO 610425 SUBTOTAL		**$3,645.00**	**100.00%**	**$3,645.00**	**$3,645.00**	**$0.00**	**$0.00**
PO 611175 SUBTOTAL							
CONSTRUCTION PHASE (S.A. NO. 4 to W.A. NO. 10)(DHS SEG 0-10) (2.43 MILES)							
Construction Administration							
Coordinate P & S Reproduction	SPECIAL	$2,247.55	100.00%	$2,247.55	$2,247.55	$0.00	$0.00
Bidding Assistance	SPECIAL	$3,179.46	100.00%	$3,179.46	$3,179.46	$0.00	$0.00
Bid Opening	SPECIAL	$2,905.37	100.00%	$2,905.37	$2,905.37	$0.00	$0.00
Bid Tabulation	SPECIAL	$2,976.31	100.00%	$2,976.31	$2,976.31	$0.00	$0.00
Recommendation of Award	SPECIAL	$2,857.00	100.00%	$2,857.00	$2,857.00	$0.00	$0.00
Client Conference	SPECIAL	$4,514.45	100.00%	$4,514.45	$4,514.45	$0.00	$0.00
Notice of Award	SPECIAL	$2,421.68	100.00%	$2,421.68	$2,421.68	$0.00	$0.00
Review and Assemble Contracts	SPECIAL	$3,263.30	100.00%	$3,263.30	$3,263.30	$0.00	$0.00
		$24,365.11	100.00%	$24,365.11	$24,365.11	$0.00	$0.00
Contruction Engineering							
Notice to Proceed	SPECIAL	$12,308.32	100.00%	$12,308.32	$12,308.32	$0.00	$0.00
Pre-Construction Conference/Site Visits	SPECIAL	$17,093.63	100.00%	$17,093.63	$17,093.63	$0.00	$0.00
Shop Drawing Review	SPECIAL	$15,149.19	100.00%	$15,149.19	$15,149.19	$0.00	$0.00
Site Visits	SPECIAL	$20,572.98	100.00%	$20,572.98	$20,572.98	$0.00	$0.00
Interpretations and Clarifcations	SPECIAL	$24,674.68	100.00%	$24,674.68	$24,674.68	$0.00	$0.00
Monthly contractors Estimate	SPECIAL	$30,807.88	100.00%	$30,807.88	$30,807.88	$0.00	$0.00
Change Orders	SPECIAL	$9,093.39	100.00%	$9,093.39	$9,093.39	$0.00	$0.00
Project Site Representation	SPECIAL	$52,225.70	100.00%	$52,225.70	$52,225.70	$0.00	$0.00
Develop Monthly Engineering Report for USIBWC	SPECIAL	$2,018.60	100.00%	$2,018.60	$2,018.60	$0.00	$0.00
Develop Monthly Engineering Report for DHS/CBP/SBI	SPECIAL	$2,463.60	100.00%	$2,463.60	$2,463.60	$0.00	$0.00
Meeting with USIBWC	SPECIAL	$4,024.31	100.00%	$4,024.31	$4,024.31	$0.00	$0.00
Meeting with DHS/CBP/SBI	SPECIAL	$4,508.00	100.00%	$4,508.00	$4,508.00	$0.00	$0.00
Monthly Site Visits with USIBWC	SPECIAL	$2,934.39	100.00%	$2,934.39	$2,934.39	$0.00	$0.00
Monthly Site Visits with DHS/CBP/SBI	SPECIAL	$4,024.31	100.00%	$4,024.31	$4,024.31	$0.00	$0.00
Monthly Meeting with Financial Officers	SPECIAL	$1,483.32	100.00%	$1,483.32	$1,483.32	$0.00	$0.00
Set-up and Maintain Office Space for DHS/CBP/SBI	SPECIAL	$1,048.00	100.00%	$1,048.00	$1,048.00	$0.00	$0.00
		$204,430.28	100.00%	$204,430.28	$204,430.28	$0.00	$0.00

HIDALGO COUNTY
OCT 28 2009
DRAINAGE DISTRICT #1

DESCRIPTION OF WORK TASK	TYPE OF SERVICE	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING	REMAINING AMOUNT
Project Completion/Final Acceptance							
Final Inspection	SPECIAL	$14,062.50	100.00%	$14,062.50	$14,062.50	$0.00	$0.00
Contractor's Final Pay Estimate	SPECIAL	$11,366.73	98.00%	$11,139.40	$11,025.73	$113.67	$227.33
Certificate of Completion	SPECIAL	$11,611.80	98.00%	$11,379.57	$11,263.45	$116.12	$232.23
Record As Built Drawings	SPECIAL	$6,952.25	50.00%	$3,476.12	$1,390.45	$2,085.67	$3,476.13
		$43,993.29	91.05%	$40,057.59	$37,742.13	$2,315.46	$3,935.70
DIRECT ODC COST	SPECIAL	$23,732.00	97.00%	$23,020.04	$23,020.04	$0.00	$711.96
PO 610919 SUBTOTAL		**$296,520.68**	98.43%	**$291,873.02**	**$289,557.56**	**$2,315.46**	**$4,647.66**
TOTAL SPECIAL SERVICES DHS SEGMENT 0-10 (2.43 MILES)		**$373,065.68**	**98.75%**	**$368,418.02**	**$366,102.56**	**$2,315.46**	**$4,647.66**
GRAND TOTAL FEE FOR W.A. NO. 10 DHS SEGMENT 0-10 (2.43 MILES)		**$1,016,734.68**	**99.54%**	**$1,012,087.02**	**$1,009,771.56**	**$2,315.46**	**$4,647.66**
Thru Constractor Pay Request No.							
TOTAL AMOUNT DUE THIS INVOICE FOR WORK AUTHORIZATION NO. 10						**$2,315.46**	

HIDALGO COUNTY
OCT 28 2009
DRAINAGE DISTRICT #1

FILE COPY

TRANSMITTAL LETTER

DEC DANNENBAUM ENGINEERING COMPANY-MCALLEN, L.L.C.

1109 Nolana Loop, Suite 208, McAllen, Texas 78504 (956) 682-3677 Office (956) 686-1822 Fax

PROJECT: (Name, address)	HCDD No. 1 –Hidalgo County Levee Improvements Project/DHS Segment 0-10 (2.33 Miles)	PROJECT NO.	4410-05
		LOG NO.	166
TO:	Hidalgo County Drainage District No. 1 902 N. Doolittle Rd. Edinburg, Texas 78541	DATE:	October 14, 2009
ATTN:	Mr. Godfrey Garza	If enclosures are not noted, please inform us immediately. If checked below, please: ( ) Acknowledge receipt of enclosures. ( ) Return enclosures to us.	

WE TRANSMIT:

X herewith ___ under separate cover via: _____

___ in accordance with your request _____

FOR YOUR:

X approval X distribution to parties ___ information ___ use

___ review & comment ___ record (s)

___ Other: _____

HIDALGO COUNTY
OCT 28 2009
DRAINAGE DISTRICT #1

THE FOLLOWING:

___ Drawings ___ Shop Drawings Prints ___ Samples

___ Specifications ___ Shop Drawing Reproducibles ___ Product Literature

___ Change Order X Other see below

Copies	Date	Rev. No.	Description	Action Code
7	10/14/09		**Originals** - Levee Improvements Project DHS Segment 0-10 Request for Payment No. 11	D
7	10/14/09		**Enlarged View** - Levee Improvements Project DHS Segment 0-10 Request for Payment No. 11	E
1	10/14/09		**Original** – Letter of Explanation	E

ACTION CODE

A. Action indicated on item transmitted
B. No Action Required
C. For signature and return to this office
D. For signature and forwarding as noted below under remarks
E. For Processing
F. See Remarks Below

REMARKS: Please review. Respectfully, upon your review and approval we request you place the above referenced item on the next Commissioner's Court Agenda for Board approval.

COPIES TO:
4410-05 /FILE

BY: Sandra Spence

Hand-Delivery Signature

Printed Name: Sandra R. Spence
Administrative Manager

G:\1540\4410-05\TRANSMITTALS\TRANSMITTALS TO HCDD\Transmittal SSpence to HCDD 101409 PR11 Log No. 166.doc

DANNENBAUM ENGINEERING COMPANY - MCALLEN LLC
1109 NOLANA LOOP, SUITE 208 McALLEN, TEXAS 78504 (956) 682-3677

October 13, 2009

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

ATTN: *Mr. Godfrey Garza, Jr., CFM*
District Manager, Flood Plain Administrator

REF: *Hidalgo County Levee Rehabilitation Project*
Contract No. 08-014-07-08
DHS Segment O-10

SUBJ: *Payment Request No. 11*
Letter of Explanation

Dear Mr. Garza,

Dannenbaum is submitting this correspondence to explain why a negative amount is reflected on DHS Segment 0-10 Payment Request No. 11 dated October 6 for work from June 25, 2009 thru September 25, 2009. Negative adjustment to Bid Item No. 37 under Unit Quantity Complete This Period was necessary in order to match Unit Quantity Complete to Date with Change Order Quantity.

Overpayment of Bid Item 37 was due to changes in the bollard limits during construction. Bollard limits were revised by issuance of a tabulation of bollards prior to issuance of revised plan drawings. Contractor installed bollards and welded the angle iron correctly off the tabulation; however, the Inspector took quantities off plan drawings which resulted in this overpayment. The discrepancy was discovered when comparing revised drawings to quantities in place, and resulted in a quantity adjustment included in Payment Request No. 11. The quantity adjustment results in a total cost adjustment of minus $7,448.00.

We request your concurrence with this explanation. Upon your review, please provide a copy of this correspondence to the Hidalgo County Auditor's office for the Auditor's review as well.

If you have any questions or need clarification concerning this correspondence please free to contact Jaime Xavier Farias at (956)682-3677.

Respectfully,
Dannenbaum Engineering Company – McAllen LLC

Richard Seitz, P.E.
Resident Project Representative

cc: Steve McGarraugh – Dannenbaum Engineering
Jaime Xavier Farias, E.I.T. – Dannenbaum Engineering
Lora Briones – Hidalgo County Drainage District No. 1
Minerva Luna – Hidalgo County Drainage District No. 1

HIDALGO COUNTY
OCT 28 2009
DRAINAGE DISTRICT #1

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

REQUEST FOR PAYMENT
DHS SEGMENT 0-10 (2.33 MILES)
WILLIAMS BROTHERS CONSTRUCTION COMPANY, INC.
3200 MILAM
HOUSTON, TEXAS 77006

REQUEST FOR PAYMENT NO. 11

Project Number: 6410-05 2.33 MILES
Date: 10/6/2009

CONTRACT NO. 08-016-07-08
WORK THRU: 8/25/2009 thru 9/25/2009

PROGRESS BILLING WORKSHEET - NO. 1

RANDY ROGERS, VICE-PRESIDENT	ITEM NO	UNIT	TOTAL QUANTITY	BID UNIT PRICE	TOTAL BID PRICE	CHANGE ORDERS NO.	CHANGE ORDERS QTY. +/-	CHANGE ORDERS UNIT PRICE +/-	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
TEMP EROSION CONTROL (FILTER FABRIC FENCE)	1	LF	24,679	$ 3.00	$ 74,037.00				$ -	19,400.00	0.00	19,400.00	58,200.00	58,200.00	-	15,837.00
TEMP EROSION CONTROL (CONST EXIT / ENTR)	2	EA	2	$ 2,000.00	$ 4,000.00				$ -	1.00	0.00	1.00	2,000.00	2,000.00	-	2,000.00
REMOVE/STOCKPILE EXIST EMBANKMENT	3	CY	64,277	$ 13.00	$ 835,601.00				$ -	64,277.00	0.00	64,277.00	835,601.00	835,601.00	-	-
TRENCH EXCAVATION PROTECTION	4	LF	415	$ 1.00	$ 415.00				$ -	415.00	0.00	415.00	415.00	415.00	-	-
TEMPORARY SPECIAL SHORING	5	SF	98,672	$ 1.00	$ 98,672.00				$ -	98,672.00	0.00	98,672.00	98,672.00	98,672.00	-	-
CONC. COLLAR (18 IN)	6	EA	3	$ 1,000.00	$ 3,000.00				$ -	3.00	0.00	3.00	3,000.00	3,000.00	-	-
CONC. COLLAR (36 IN)	7	EA	2	$ 1,000.00	$ 2,000.00				$ -	2.00	0.00	2.00	2,000.00	2,000.00	-	-
CONSTRUCT GATE WELL STRUCTURE W/ SLUICE GATE, GRATE & LADDER, (3 ft x 3 ft)	8	EA	4	$ 40,000.00	$ 160,000.00				$ -	3.00	0.00	3.00	120,000.00	120,000.00	-	40,000.00
AGGREGATE DRAIN MATERIAL	9	CY	7,474	$ 42.00	$ 313,908.00	3	1,769.00	$ 42.00	$ (238,662.00)	1,769.00	0.00	1,769.00	74,298.00	74,298.00	-	49,000.00
PERFORATED UNDERDRAIN PIPE (6 IN.)(PVC)	10	LF	12,334	$ 17.00	$ 209,678.00				$ -	12,334.00	0.00	12,334.00	209,678.00	209,678.00	-	-
RETAINING WALL (CAST-IN-PLACE) (STEM)	11	CY	6,375	$ 550.00	$ 3,506,250.00	2	8,648	638.560871	$ 26,650.00	8568.00	0.00	8,648.00	3,831,900.00	3,831,900.00	-	-
RETAINING WALL (CAST-IN-PLACE) (FOOTING)	12	CY	8,965	$ 967.00	$ 8,611,135.00	2,4	9,672	899.3284068	$ 97,150.00	9672.00	0.00	9,672.00	8,698,285.00	8,698,285.00	-	-
RETAINING WALL (CAST-IN-PLACE) (KEY)	13	CY	1,028	$ 160.00	$ 164,200.00	2	908	160.00	$ (18,000.00)	908.00	0.00	908.00	136,200.00	136,200.00	-	-
INSTALL SALVAGED SLUICE GATE (18 IN)	14	EA	3	$ 2,000.00	$ 6,000.00				$ -	2.00	0.00	2.00	4,000.00	4,000.00	-	-
PREPARATION RIGHT OF WAY	15	STA	124	$ 15,000.00	$ 1,860,000.00				$ -	124.00	0.00	124.00	1,860,000.00	1,860,000.00	-	-
REMOVE EXIST. GATEWELL (3 FT X 3 FT)	16	EA	6	$ 3,000.00	$ 18,000.00				$ -	6.00	0.00	6.00	18,000.00	18,000.00	-	-
REMOVE EXIST. PIPE (18 IN.)	17	EA	7	$ 800.00	$ 5,600.00				$ -	7.00	0.00	7.00	5,600.00	5,600.00	-	-
REMOVE EXIST PIPE (36 IN.)	18	EA	1	$ 100.00	$ 100.00				$ -	1.00	0.00	1.00	100.00	100.00	-	-
REMOVE EXIST. HEADWALL (18 IN.)	19	EA	7	$ 700.00	$ 4,900.00				$ -	7.00	0.00	7.00	4,900.00	4,900.00	-	-
REMOVE /SALVAGED (EXIST SLUICE GATE & APPURTENANCES) (18 IN) (RCP)	20	EA	5	$ 1,000.00	$ 5,000.00				$ -	5.00	0.00	5.00	5,000.00	5,000.00	-	-
REMOVE /SALVAGED (EXIST SLUICE GATE & APPURTENANCES) (30 IN) (RCP)	21	EA	1	$ 2,000.00	$ 2,000.00				$ -	1.00	0.00	1.00	2,000.00	2,000.00	-	-
EXCAVATE & REUSE EXIST LEVEE EMBANKMENT	22	CY	16,426	$ 6.00	$ 98,556.00				$ -	16,426.00	0.00	16,426.00	98,556.00	98,556.00	-	-
CONC. RIPRAP (CL-B) (SLOPE PROTECTION)	23	CY	74	$ 400.00	$ 29,600.00				$ -	74.00	0.00	74.00	29,600.00	29,600.00	-	-
CONCRETE SHOULDER (2 FT x 4 IN)	24	LF	50	$ 180.00	$ 9,000.00				$ -	42.00	0.00	42.00	6,300.00	6,300.00	-	2,700.00
FURNISHING & PLACING TOPSOIL (SALVAGED MATERIAL)	25	STA	122	$ 1,700.00	$ 207,400.00				$ -	122.00	0.00	122.00	207,400.00	207,400.00	-	-
FURNISHING & PLACING TOPSOIL (NEW)	26	STA	2	$ 6,000.00	$ 12,000.00				$ -	0.57	0.00	0.57	3,420.00	3,420.00	-	8,580.00
FLEXBASE (SALVAGED MATERIAL) (CALICHE) (TY D GR 6) (6 IN)	27	CY	1,178	$ 10.00	$ 11,780.00				$ -	278.96	0.00	278.96	2,789.60	2,789.60	-	9,010.40
FLEXBASE (NEW) (CALICHE) (TY D GR 6) (6 IN)	28	CY	8,383	$ 30.00	$ 251,490.00				$ -	8,383.00	0.00	8,383.00	251,490.00	251,490.00	-	-
FLEXBASE (NEW) (CALICHE) (TY D GR 6) (8 IN)	29	CY	732	$ 30.00	$ 21,960.00				$ -	566.07	0.00	566.07	16,982.10	16,982.10	-	5,307.90
HYDRO MULCH	30	SY	46,093	$ 1.00	$ 46,093.00				$ -	46,093.00	0.00	46,093.00	46,093.00	46,093.00	-	-
REINF. CONC. PIPE (18 IN) (CL V)	31	LF	114	$ 80.00	$ 9,120.00				$ -	114.00	0.00	114.00	9,120.00	9,120.00	-	-
REINF. CONC. PIPE (36 IN) (CL V)	32	LF	38	$ 120.00	$ 4,560.00				$ -	38.00	0.00	38.00	4,560.00	4,560.00	-	-
BOLLARD (CUT TO PLAN DIMENSIONS)	33	EA	12,195	$ 20.00	$ 243,900.00	1	-12,195.00	$ 20.00	$ (243,900.00)	0.00	0.00	0.00	-	-	-	-
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (10 FT)	34	EA	9,979	$ 35.00	$ 349,265.00	10	11,230.00	$ 35.00	$ 44,100.00	9,979.00	1,250.00	11,230.00	349,265.00	393,365.00	44,100.00	-
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (11 FT)	35	EA	1,585	$ 40.00	$ 63,400.00	10	0.00	$ 40.00	$ (63,400.00)	0.00	0.00	0.00	-	-	-	-
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (20 FT)	36	EA	640	$ 50.00	$ 32,000.00	10	736.00	$ 50.00	$ 4,800.00	640.00	96.00	736.00	32,000.00	36,800.00	4,800.00	-
BOLLARD (SUPPLY, CUT & WELD ANGLE IRON SUPPORTS) (4 IN X 4 IN X 1/4 IN @ 6 FT)	37	LF	12,835	$ 58.00	$ 716,780.00	10	12,702.00	$ 58.00	$ (7,448.00)	12,838.00	-133.00	12,702.00	716,780.00	711,312.00	(7,448.00)	-
BOLLARD (INSTALL & WELD CAPS)	38	EA	12,195	$ 60.00	$ 731,700.00	1	-12,195.00	$ 60.00	$ (731,700.00)	0.00	0.00	0.00	-	-	-	-
FLAP GATES W/ WALL PIPE & TEE (6 IN.)	39	EA	23	$ 1,500.00	$ 34,500.00				$ -	23.00	0.00	23.00	34,500.00	34,500.00	-	-
DEWATERING (8 TO 3 FT)	40	LF	319	$ 50.00	$ 15,950.00				$ -	319.00	0.00	319.00	15,950.00	15,950.00	-	-
SHEET WALL DRAIN MATERIAL	41	SF	0	$ -	$ -	3	89,890.00	$ 1.69	$ 151,914.10	89,890.00	0.00	89,890.00	151,914.10	151,914.10	-	-
INSTALL 15 INCH PVC PIPE	42	LF	0	$ -	$ -	7A	180.00	$ 89.84	$ 16,830.40	0.00	180.00	180.00	-	16,830.40	16,830.40	-
REMOVE 15 INCH PVC PIPE	43	LF	0	$ -	$ -	7A	180.00	$ 13.22	$ 2,131.20	0.00	180.00	180.00	-	2,131.20	2,131.20	-
RETENTION OF MOBILIZATION AND CONCRETE						1	1.00	$ 382,264.00	$ 382,264.00	1.00	0.00	1.00	382,264.00	382,264.00	-	-
COST OF INCREASED REINFORCING						2	1.00	$ 912,000.00	$ 912,000.00	1.00	0.00	1.00	$ 912,000.00	912,000.00	-	-

		TOTAL COMPLETE TO-DATE	TOTAL CURRENT CONTRACT EARNED	CONTRACT BALANCE TO COMPLETE
ORIGINAL CONTRACT AMOUNT:	$ 16,763,216.00			
NET CHANGES BY CHANGE ORDER(S)	$ 321,729.70			
TOTAL CONTRACT AMOUNT TO DATE	$ 16,084,944.70	$ 16,942,096.80	$ 16,001,609.40	$ 59,413.80	$ 83,486.30
Estimated % Project Completion to Date:	99.56%			
LESS RETAINAGE @ 10%		$ 1,900,160.94	$ 5,941.38	
PENDING RELEASED RETAINAGE PR #10		$ 947,104.79	$ -	
LESS Previous Requests for Payments		$17,994,991.01		
TOTAL AMOUNT DUE THIS REQUEST		$ 53,472.24	$ 53,472.24	

Contractor: WILLIAMS BROTHERS CONSTRUCTION COMPANY, INC.

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 Contractand / or duty 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: _____ Date: 10/9/09
LEON WRIGHT
Title: PROJECT MANAGER

HIDALGO COUNTY
OCT 28 2009
DRAINAGE DISTRICT #1

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 (2) 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 2 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.

WILLIAMS BROTHERS CONSTRUCTION COMPANY, INC.
CONTRACTOR
DATE: 10/9/09 By: _____
LEON WRIGHT, PROJECT MANAGER

State of TEXAS
County of MONTGOMERY
Subscribed and sworn to me this 9th day of OCT 2009
Lora J. Lockey
Notary Public
My Commission Expires: 1/25/2010

NOTARY PUBLIC STATE OF TEXAS
LORA J. LOCKEY
Notary Public, State of Texas
My Comm. Expires 01-25-2010

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 or 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.

HECTOR CANTU
INSPECTOR
Date: 10/12/09

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 or 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.

RICHARD D. SEITZ, P.E.
Resident Project Representative
Date: 10/13/09

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: _____