

**AI-20543**

**4.**

**Advertisement Pipes / Used Excavators**

**DRAINAGE DISTRICT**

Date: 03/30/2010

Submitted By: Jaime Salazar, DRAINAGE DISTRICT

Submitted For: Jaime Salazar

Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting approval to advertise for the following:

A. "Two (2) Used Excavators"

B. "Pipes- Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Corrugated PVC & Steel Storm Sewer Pipes, Aluminum Structural Plate, Rubber Gasket Joint Concrete Pipes / Three Sided Concrete Arch Bridge Systems"

BACKGROUND

Fiscal Impact

Attachments

*No file(s) attached.*

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/25/2010 07:06 AM	APRV
2	Perla Lopez	Perla Lopez	03/25/2010 01:18 PM	APRV
3	Final Approval	Angela Garcia	03/26/2010 03:44 PM	APRV
Form Started By: Jaime Salazar			Started On: 03/24/2010 03:33 PM	
Final Approval Date: 03/26/2010				

**AI-20549**

**5.**

**09-006-04-14-WILLACY COUNTY, FM 1420 WEIR  
REPLACEMENT-RETAINAGE RELEASE  
DRAINAGE DISTRICT**

Date: 03/30/2010  
Submitted By: Claudette Cavazos, DRAINAGE DISTRICT  
Submitted For: Claudette Cavazos  
Department: DRAINAGE DISTRICT

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Information

**CAPTION**

Request approval for retainage release related to Project No. 09-006-04-14-Willacy County, FM 1420 Weir Replacement.

**BACKGROUND**

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Fiscal Impact

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Attachments

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Link: [FM 1420 WEIR](#)

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Form Routing/Status

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Erika Zamora	03/25/2010 07:53 AM	APRV
2	Perla Lopez	Perla Lopez	03/26/2010 03:41 PM	APRV
3	Final Approval		03/26/2010 03:44 PM	NEW

Form Started By: Claudette Cavazos  
Started On: 03/24/2010 03:48 PM  
Final Approval Date: 03/26/2010

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JAN 29 2010

DRAINAGE DISTRICT #1

Summit Contracting, Ltd.  
 Post Office Box 169  
 Weslaco, Texas 78599

NOVEMBER 3, 2009

Summit Contracting, Ltd.  
 P.O. Box 169  
 Weslaco, TX 78599-0169

Construction Estimate Number 3 & FINAL  
 For Period Ended NOVEMBER 3, 2009

Willacy County, FM 1420 Weir Replacement  
 Project No. 09-006-04-14  
 SCI 07-08

**TO DATE:**

Total Work Done as of NOVEMBER 3, 2009		233,319.00
Less Retainage	0.0%	0.00
Less Special Deductions		0.00
		-----
Amounts Due to Date		233,319.00

**PREVIOUS:**

Total Work Done as of JULY 31, 2009		233,319.00
Less Retainage	10.0%	23,331.90
Less Special Deductions		0.00
		-----
Previous Payments		209,987.10

**CURRENT PERIOD:**

Work Done This Period		0.00
Less Retainage		(23,331.90)
Less Special Deductions		0.00
		-----
Amount Due This Estimate		23,331.90

**Joint checks made payable to**  
 Summit Contracting, Ltd. and

	-----
	0.00
	-----
Summit Contracting, Ltd.	23,331.90

SCI USE ONLY

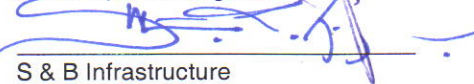
Construction Estimate Monthly Distribution:

ERR Gross Earnings	0.00
2002 Retainage	23,331.90
1200 Deductions	0.00
Net Amount	23,331.90

Submitted by Contractor:

  
 Summit Contracting, Ltd.

Recommended by Engineer:

  
 S & B Infrastructure

Approved by Owner:

Hidalgo County Drainage District No. 1

HIDALGO COUNTY

MAR 09 2010

DRAINAGE DISTRICT #1

**Contractor:**

Summit Contracting, Ltd.  
P.O. Box 169  
Weslaco, TX 78599-0169

Project No. 09-006-04-14

Description Willacy County, FM 1420 Weir Replacement

Period: NOVEMBER 3, 2009

Estimate # 3 & FINAL

Date: 11/03/2009

Time: 10:57 AM

CONTRACT AMOUNT \$233,319.00

**Subcontractor:**

Summit Contracting, Ltd.  
Post Office Box 169  
Weslaco, Texas 78599

Item	Description	Estimated Quantity	Unit	Unit Price	Previous Payments		Current Period		Contract to Date		Percent Complete
					Quantity	Amount	Quantity	Amount	Quantity	Amount	
3559	GABION MATTRESSES (12 IN)(GALV)	4,155.00	SY	16.000	4,155.00	66,480.00	0.00	0.00	4,155.00	66,480.00	100.00%
6007	STEEL PILING (SHEET)(AZ37-700)(NEW)	7,092.00	SF	14.000	7,092.00	99,288.00	0.00	0.00	7,092.00	99,288.00	100.00%
6007	STEEL PILING (SHEET)(AZ14-770)(NEW)	2,727.00	SF	13.000	2,727.00	35,451.00	0.00	0.00	2,727.00	35,451.00	100.00%
6020	CONCRETE STRUCTURE (CL C)(COPING)	10.70	CY	3,000.000	10.70	32,100.00	0.00	0.00	10.70	32,100.00	100.00%
<b>TOTALS</b>						<b>233,319.00</b>		<b>0.00</b>		<b>233,319.00</b>	

HIDALGO COUNTY

JAN 29 2010

DRAINAGE DISTRICT #1

HIDALGO COUNTY

MAR 09 2010

DRAINAGE DISTRICT #1

FORM I.7  
AFFIDAVIT AND WAIVER OF LIEN  
CONTRACTOR

The State of Texas §  
§  
County of Hidalgo §

**THIS AFFIDAVIT TO BE COMPLETED AND SUBMITTED UPON ACCEPTANCE  
OF COMPLETED PROJECT BY OWNER AND PRIOR TO FINAL PAYMENT.**

David W. Moreland, the undersigned Principal of Summit Contracting, Ltd., Contractor, personally appeared before me, the undersigned Notary Public in and for Hidalgo County, Texas, who being duly sworn by me states on oath that all product suppliers, subcontractors, payrolls, sales tax, privilege tax or license, old age benefits tax, state and federal unemployment insurance, and other liabilities in the performance of **Contract No. 09-006-04-21 "FM 1420 WEIR REPLACEMENT"**, Project, have been paid in full, and that the above named Contractor waives any claims and releases to Hidalgo County Drainage District No. 1, Owner, from any rights or claims (including lien rights) for debts due and owing by virtue of the furnishing of any labor, products, and supplies furnished for the Project.

The above named Contractor agrees to indemnify the Owner and save him harmless on account of any loss Contractor may sustain in reliance upon this Affidavit and Waiver of Lien including the amount of any lien Contractor may be compelled to pay all costs relating thereto and a reasonable attorney's fee.

CONTRACTOR: Summit Contracting, Ltd.

Signature: *David W. Moreland* Date: November 5, 2009

Name / Title: David W. Moreland, President of Moreland Management, LLC, General Partner

Address: 2210 N. Vo-Tech Drive, Weslaco, Texas 78596  
(Street, City, State, Zip)

Subscribed and sworn to before me this 5th day of November, ~~2007~~ 2009.

By: *Maria A. Hernandez*, Notary Public in and for  
Hidalgo County, Texas.  
My commission expires 08-04-2013.



HIDALGO COUNTY  
NOV 09 2009  
DRAINAGE DISTRICT #1

FORM I.9  
CONTRACTOR'S AFFIDAVIT AS TO STATUS OF LIEN

The State of Texas §  
§  
County of Hidalgo §

**THIS AFFIDAVIT TO BE COMPLETED AND SUBMITTED UPON ACCEPTANCE  
OF COMPLETED PROJECT BY OWNER AND PRIOR TO FINAL PAYMENT.**

David W. Moreland, the undersigned Principal of Summit Contracting, Ltd., Contractor, personally appeared before me, the undersigned Notary Public in and for Hidalgo County, Texas, who being duly sworn by me states on oath that to the best of his knowledge and belief, except as listed below, the Releases and Waivers of Claim attached hereto include all subcontractors and vendor of labor, products, and equipment provided by all persons who may have liens against the property of Hidalgo County Drainage District No. 1, Owner, arising out of the construction of **Contract No. 09-006-04-21 "FM 1420 WEIR REPLACEMENT"** Project.

Exceptions: (If none, write "None".) Any exception listed shall be bonded by the Contractor to indemnify the Owner, and a copy of each bond shall be attached hereto.

- 1. None
- 2.
- 3.
- 4.

CONTRACTOR: Summit Contracting, Ltd.

Signature: *David W. Moreland* Date: November 5, 2009

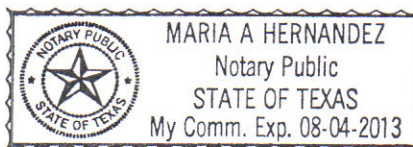
Name / Title: David W. Moreland, President of Moreland Management, LLC, General Partner

Address: 2210 N. VO-Tech Drive, Weslaco, Texas 78596  
(Street, City, State, Zip)

Subscribed and sworn to before me this 5th day of November, ~~2007~~ <sup>2009</sup>.

By: *Maria A. Hernandez* Notary Public in and for  
Hidalgo County, Texas.  
My commission expires 08-04-2013.

HIDALGO COUNTY  
MAR 09 2010  
DRAINAGE DISTRICT #1



## CONTRACTOR WARRANTY FORM

Project: FM 1420 Weir Replacement Project  
Contract No. 09-006-04-21

Location: Willimar, Texas

Owner: Hidalgo County Drainage District No. 1

We, Summit Contracting, Ltd., Contractor for the above referenced project, do hereby warrant that all labor and work performed are in accordance with the Contract Documents and authorized modifications thereto, and will be free from defect due to defective workmanship for a period of one year from Date of Substantial Completion. This warranty commences on

July 23, 2009

and expires on

July 23, 2010

Should any defect develop during the warranty period due to workmanship or arrangement, the defect shall, upon written notice by the Owner, be made good by the Undersigned at no expense to the Owner.

Nothing in the above shall be deemed to apply to work which has been abused or neglected by the Owner.

Date: November 6, 2009

For:   
Summit Contracting, Ltd.

By: Benito Salinas, Jr.

Title: Vice President of Moreland  
Management, LLC, General Partner

HIDALGO COUNTY  
MAR 09 2010  
DRAINAGE DISTRICT #1



**SUMMIT CONTRACTING, LTD.**

P.O. BOX 169 WESLACO, TEXAS 78599-0169 956-969-4614 FAX 956-968-0982

July 23, 2009

Ms. Sharlotte Teague, P.E.  
S & B Infrastructure  
5408 N. 10<sup>th</sup> Street  
McAllen, Texas 78504

Re: HCDD #1  
Main Floodwater Channel, Weir #3  
Substantial completion

Ms. Teague,

Please note that we have completed all major bid items at this time, and as such request time suspension due to substantial completion.

We will review the project diaries and schedule before making any final time requests.

Please contact me at (956) 969-4614 with any questions.

Respectfully,

SUMMIT CONTRACTING, LTD.

Lorne W. Jonsson  
Project Manager

HIDALGO COUNTY

MAR 09 2010

DRAINAGE DISTRICT #1

sible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to, the Resident Project Representative, if any, and assistants, if any.

## ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

### 10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

### 10.02 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.B.

HIDALGO COUNTY

MAR 09 2010

### 10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

### 10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any bond to be given to a surety, the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

### 10.05 *Claims*

A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim, shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such

Part II

II.1 EJCDC C-700 Standard General Conditions of the Construction Contract.

Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

#### 14.07 *Final Payment*

##### A. Application for Payment

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;

b. consent of the surety, if any, to final payment;

c. a list of all Claims against Owner that Contractor believes are unsettled; and

d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

##### B. *Engineer's Review of Application and Acceptance*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment

and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

##### C. Payment Becomes Due

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and , will be paid by Owner to Contractor.

#### 14.08 *Final Completion Delayed*

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

#### 14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's

**STANDARD SPECIFICATIONS  
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1  
Hidalgo County, Texas**



tolerances. The Contractor shall place construction stakes at intervals of no more than 100 feet, or as directed. The Contractor shall place stakes and marks so as not to interfere with normal Owner operations for the facility.

Upon request, the Owner will provide a copy of available earthwork cross-sections, computer printouts or data files, and other information necessary to establish and control work. The Contractor shall maintain the integrity of control points. The Contractor shall preserve all control points, stakes, marks, and right of way markers. The Contractor shall assume cost and responsibility of replacing disturbed control points, stakes, marks, and right of way markers. The Contractor shall replace right of way markers under the direction of a RPLS. This work will be subsidiary to pertinent bid items.

The Engineer, as Owner's representative reserves the right to make measurements and surveys to determine the accuracy of the work and determine pay quantities. The Engineer's measurements and surveys do not relieve the Contractor's responsibility for accuracy of work. The Contractor shall allow the Engineer adequate time, as determined by the Engineer, to verify the surveying

### **1.9 INSPECTION**

Inspectors are authorized representatives of the Engineer and the Owner. Inspectors are authorized to examine all work performed and materials furnished, including preparation, fabrication, and material manufacture. Inspectors inform the Contractor of failures to meet Contract requirements. Inspectors may reject work or materials and may suspend work until any issues can be referred to and decided by the Engineer. Inspectors cannot alter, add, or waive Contract provisions, issue instructions contrary to the Contract, act as foremen for the Contractor, or interfere with the management of the work. Inspection or lack of inspection will not relieve the Contractor from obligation to provide materials or perform the work in accordance with the Contract.

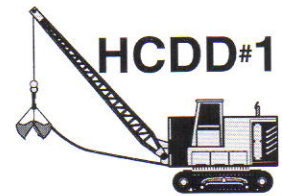
The Contractor shall provide safe access to all parts of the Work and provide information and assistance to the Engineer to allow a complete and detailed inspection. The Contractor shall give the Engineer sufficient notice to inspect the work. Work performed without suitable inspection, as determined by the Engineer, may be ordered removed and replaced at Contractor's expense. The Contractor shall remove or uncover portions of finished work as directed. Once inspected, the Contractor shall restore work to Contract requirements. If the uncovered work is acceptable, the costs to uncover, remove, and replace or make good the parts removed will be paid for in accordance with provisions for changes in work. If the work is unacceptable, the Contractor shall assume all costs associated with repair or replacement, including the costs to uncover, remove, and replace or make good the parts removed.

When a government entity, utility, railroad company, or other entity accepts or pays a portion of the Contract, that organization's representatives may inspect the work but cannot direct the Contractor. The right of inspection does not make that entity a party to the Contract and does not interfere with the rights of the parties to the Contract.

### **1.10 FINAL ACCEPTANCE**

Final acceptance is made when all work is complete and the Engineer, in writing, accepts all work for the work locations in the Contract. Final acceptance relieves the Contractor from further Contract

**STANDARD SPECIFICATIONS  
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1  
Hidalgo County, Texas**



responsibilities.

- A. Work Completed.** Work completed must include work for vegetative establishment and maintenance, test, and performance periods and/or any other Work required in the Contract specifications, including final cleanup. Final cleanup includes the following:

Upon completion of the work, remove litter, debris, objectionable material, temporary structures, excess materials, and equipment from the work locations. Clean and restore property damaged by the Contractor's operations during the prosecution of the work. Leave the work locations in a neat and presentable condition. This work will not be paid for directly but will be considered subsidiary to Items of the Contract.

Upon completion of the Work, the Contractor shall remove from the right of way cofferdams, construction buildings, material and fabrication plants, temporary structures, excess materials, and debris resulting from construction. Where work is in a stream, the Contractor shall remove debris to the ground line of the bed of the stream. The Contractor shall leave stream channels and rights of way in a neat and presentable condition. The Contractor shall clean structures to the flow line or the elevation of the outfall channel, whichever is higher, and shall dispose of all excess material in accordance with federal, state, and local regulations

- B. Final Inspection.** After all work is complete, the Engineer in charge of the work will request a final inspection by the Engineer authorized to accept the work. The final inspection will be made as soon as possible, and not later than 10 calendar days after the request. No working day charges will be made between the date of request and final inspection. After the final inspection, if the work is satisfactory, the Owner will notify the Contractor in writing of the final acceptance of the work. If the final inspection finds any work to be unsatisfactory, the Owner will identify in writing all deficiencies in the work requiring correction. The Contractor shall correct the deficiencies identified. Working day charges will resume if these deficiencies are not corrected within 7 calendar days, unless otherwise authorized by the Owner. Upon correction, the Engineer will make an inspection to verify that all deficiencies were corrected satisfactorily. The Owner will provide written notice of the final acceptance.
- C. Final Measurement.** Final measurements and pay quantity adjustments may be made after final acceptance at the discretion of the Owner.
- D. Removal of Traffic Control Devices.** If any traffic control devices were required for the construction of the project, the Contractor shall remove all remaining construction traffic control devices and advance warning signs upon final acceptance.

**PART 2 – MATERIALS & EQUIPMENT** (Not Applicable To This Specification)

**PART 3 – CONSTRUCTION METHODS** (Not Applicable To This Specification)

**PART 4 – MEASUREMENT AND PAYMENT** HIDALGO COUNTY

February 23, 2010

March 9, 2010  
ST

Hidalgo County Drainage District No. 1  
**Attn: Godfrey Garza, District Manager**  
**Claudette Cavazos, Contract Administrator**  
902 N. Doolittle  
Edinburg, Texas 78539

**RE: FM 1420 Weir Replacement**  
**HCDD1 Contract No. 09-006-04-14**  
**Contractor's Final Request for Payment**

**Dear Mr. Garza:**

S&B Infrastructure, Ltd. requests final payment be made to Summit Contracting, Ltd. for the above-referenced project. As per record diary, Summit Contracting, Ltd. substantially completed the work on the FM 1420 Weir Replacement project on July 23, 2009.

The Contractor utilized 30 working days as required by contract to achieve substantial completion and therefore incurred no liquidated damages. S&B inspector John Fitzgerald delivered a punch list to the contractor on July 30, 2009.

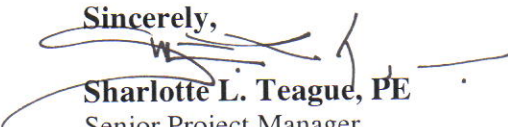
A follow up inspection to the preliminary inspection was conducted at the FM 1420 Weir Replacement project on August 3, 2009. The findings of the follow up inspection of the project resulted in identifying the following remaining minor deficiencies; (1) edge of gabion mattresses on the Northwest slope has some loose rock stockpiled on top of each other and other loose rock which has slipped unto water's edge, (2) Sheet pile tops still require touch up painting to areas scratched during handling, (3) grated structure (storm drain) next to gabion rock stockpile requires cleaning and removal of all dirt, (4) lumber and excess gabion mattresses at storage area must be removed. The above noted deficiencies were immediately communicated to the Contractor whom proceeded to complete all deficient items by August 12, 2009

On October 2, 2009, a call was received from the Hidalgo County Drainage District No. 1 requesting that an erosion problem be corrected at the project site. This problem was communicated directly to Summit Contracting, Ltd. project personnel, who corrected the erosion issue at no additional cost on October 6, 2009, and reviewed and overseen by S&B Infrastructure, Ltd. The work was accepted.

Attached for your files are the "as-built" drawings of the FM 1420 Weir Replacement project to include all work as performed by Summit Contracting, Ltd.

If you have any questions regarding this matter, please let me know.

Sincerely,

  
**Charlotte L. Teague, PE**  
Senior Project Manager  
S&B Infrastructure, Ltd.

attachments: As-built Plans  
cc: project files

HIDALGO COUNTY

MAR 09 2010

# Project Memorandum

S&BI Project No. U1195

March 9, 2010

**TO:** Hidalgo County Drainage District No. 1  
ATTN: Claudette Cavazos

902 N. Doolittle Road, Edinburg, TX 78539

**FROM:** *Sharlotte L. Teague, PE*  
S&B Infrastructure, Ltd. - McAllen

**SUBJECT:** **Summit Contracting, Ltd.**  
**Final Pay Request – FM 1420 Weir Replacement**



Attached are the following:

- Original Pay Request 3 from Summit Contracting, Ltd.
- Letter advising substantial completion certification, final inspection punch list, and final acceptance; and,
- As-built Plans

If you have any questions, please call me at your convenience.

A handwritten signature in blue ink, appearing to be "S. Teague", with a horizontal line underneath.

attachments: as identified above  
cc: project files

HIDALGO COUNTY

MAR 09 2010

DRAINAGE DISTRICT #