

AI-24305

4.

**DHS 0-6BC PR 19 Partial Release Retainage
DRAINAGE DISTRICT**

Date: 12/13/2010
Submitted By: Minerva Luna, DRAINAGE DISTRICT
Department: DRAINAGE DISTRICT

Information

CAPTION

A. Requesting approval of Payment Request No. 19 to SER Construction Partners, LTD. for 25% Retainage Release on the Construction of DHS 0-6BC (1.38 miles).

B. Requesting approval to process manual check to SER Construction Partners, LTD. for the above mentioned project pending the approval of the County Auditor and Department of Homeland Security (DHS) and pending the electronic transfer of funds from the Department of Payment Management (DPM).

BACKGROUND

Fiscal Impact

Attachments

Link: [DHS 0-6BC PR 19](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/08/2010 03:54 PM	APRV
2	Perla Lopez	Angela Garcia	12/09/2010 09:38 AM	APRV
3	Olga Garza	Olga Garza	12/09/2010 01:01 PM	APRV
4	Final Approval		12/10/2010 08:02 AM	NEW

Form Started By: Minerva Luna

Started On: 12/07/2010 03:38 PM

Final Approval Date: 12/10/2010

Project Name:
Contractor:
Date: 11/7/2010

REQUEST FOR PAYMENT
DRAINAGE DISTRICT #1 AND D-6-C (1.36 MR. E.S.)
SER CONSTRUCTION PARTNERS, L.P.
3026 Piedras Blancas
Piedras Blancas, Texas 77903

REQUEST FOR PAYMENT NO. 18

Project Number: 618-06 L36 WELLS
Date: 11/7/2010

CONTRACT NO.: 08-017-09-02
WORK YEAR: 3/15/2010 12/31/18

PROGRESS BILLING WORKSHEET - NO. 1

Table with columns: ITEM NO., UNIT, TOTAL QUANTITY, UNIT PRICE, TOTAL BID PRICE, NO., QTY., UNIT PRICE, VARIANCE AMOUNT, UNIT QTY. COMPLETE PRIOR INVOICES, UNIT QTY. COMPLETE THIS PERIOD, UNIT QTY. COMPLETE TO DATE, AMOUNT PRIOR INVOICES, AMOUNT COMPLETE TO DATE, AMOUNT DUE THIS INVOICE, BALANCE TO COMPLETE.

ORIGINAL CONTRACT AMOUNT: \$ 14,197,720.00
NET CHANGES BY CHANGE ORDERS: \$ 2,789,877.86
TOTAL CONTRACT AMOUNT TO DATE: \$ 16,987,597.86

Estimated % Project Completion to Date: 96.20%

Summary table with columns: TOTAL COMPLETE TO DATE, TOTAL CURRENT CONTRACT EARNED, CONTRACT BALANCE TO COMPLETE.

CERTIFICATION OF CONTRACTOR

I, the undersigned CONTRACTOR, certify that I, and all persons and entities 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 any authorized Amendments, substitutions, alterations, and / or additions that the foregoing is a true and correct statement of the Contract Account 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 retained and that the undersigned and his subcontractors have completed all work performed and / or material supplied.

Signed: [Signature] Date: 11/1/2010
Name: ROSA E. RAMIREZ
Title: PROJECT

Instructions: Contractor's Certification No. 1 is to be executed by all requests for payments after the first. Retain all requests for payments.

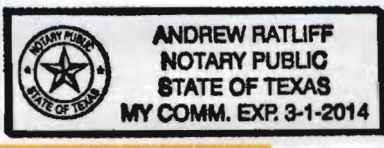
CONTRACTOR'S CERTIFICATION NO. 2

I, the undersigned CONTRACTOR, certify 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 interests or encumbrances; and (2) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

DATE: 11/10/10 By: [Signature]
Title: ROSA E. RAMIREZ, PRESIDENT

Notary Public

State of Texas
County of Hidalgo
Subscribed and sworn to on this 1st day of November, 2010
My Commission Expires: 3-1-2014



Engineer:

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: 11/3/10
Name: [Signature]
Title: 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 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: 11/3/2010
Name: [Signature]
Title: 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 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 is the amount requested above is recommended.

Date:
Name: ROSA E. RAMIREZ, CHAIRMAN OF THE BOARD

HIDALGO COUNTY

NOV 04 2010

DRAINAGE DISTRICT #1

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

HIDALGO COUNTY
 NOV 04 2010
 DRAINAGE DISTRICT #1

REQUEST FOR PAYMENT NO. 19

Project Number: 4410-08 1.38 MILES
 Date: 11/1/2010

CONTRACT NO. 08-017-09-02
 WORK THRU: 6/25/2010-10/29/10

PROGRESS BILLING WORKSHEET - NO. 1

ROSBEL E. RAMOS, PRESIDENT	ITEM NO	UNIT	TOTAL QUANTITY	BID UNIT PRICE	TOTAL BID PRICE	CHANGE ORDERS				UNIT QTY. COMPLETE PRIOR INVOICES	UNIT QTY. COMPLETE THIS PERIOD	UNIT QTY. COMPLETE TO DATE	AMOUNT PRIOR INVOICES	AMOUNT COMPLETE TO DATE	AMOUNT DUE THIS INVOICE	BALANCE TO COMPLETE
						NO.	QTY. +/-	UNIT PRICE +/-	VARIANCE AMOUNT +/-							
TEMP EROSION CONTROL (FILTER FABRIC FENCE)	1	LF	14,600	\$ 3.00	\$ 43,800.00	21A,25,3 1B,35	15,436.00	\$ 3.00	\$ 2,508.00	15,436.00	0.00	15,436.00	46,308.00	46,308.00	-	-
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,25,3 1B,35,36 A	13,839.00	\$ 10.00	\$ 23,390.00	13,839.00	0.00	13,839.00	138,390.00	138,390.00	-	-
RETAINING WALL (CAST-IN-PLACE)(STEM)	5	CY	5,260	\$ 600.00	\$ 3,156,000.00	1,21A,23 25,31B, 34,36A,4 1	5,536.46	\$ 599.669725781	\$ 164,047.45	5,536.46	0.00	5,536.46	3,320,047.45	3,320,047.45	-	-
RETAINING WALL (CAST-IN-PLACE) (FOOTING)	6	CY	6,715	\$ 550.00	\$ 3,693,250.00	1,21A,25 27,31B, 34,36A,4 1	7,277.94	\$ 574.7413925	\$ 489,683.37	7,277.94	0.00	7,277.94	4,182,933.37	4,182,933.37	-	-
RETAINING WALL (CAST-IN-PLACE) (KEY)	7	CY	938	\$ 500.00	\$ 469,000.00	21A,25,3 1B,34, 41	992.24	\$ 497.693410868	\$ 24,831.31	992.24	0.00	992.24	493,831.31	493,831.31	-	-
TRENCH EXCAVATION PROTECTION	8	LF	7,300	\$ 1.00	\$ 7,300.00	31B,36A	7,300.00	\$ 1.00	\$ -	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,31B	6,281.00	\$ 2.00	\$ 7,162.00	6,281.00	0.00	6,281.00	12,562.00	12,562.00	-	-
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 1B,34,41 2,21A,25 31B,34, 41	7,820.00	\$ 17.0097531969	\$ 8,916.27	7,820.00	0.00	7,820.00	133,016.27	133,016.27	-	-
AGGREGATE DRAIN MATERIAL	12	CY	5,877	\$ 60.00	\$ 352,620.00	2,21A,25 31B,34, 41	1,129.11	\$ 59.9468608019	\$ (284,933.40)	1,129.11	0.00	1,129.11	67,686.60	67,686.60	-	-
METAL BEAM GUARD FENCE	13	LF	6,165	\$ 20.00	\$ 123,300.00	5,25	389.00	\$ 20.00	\$ (115,520.00)	389.00	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	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	5,057	\$ 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 0,31B,34 35,36A, 41	162,587.50	\$ 19.6413008380	\$ 1,560,630.00	162,587.50	0.00	162,587.50	3,193,430.00	3,193,430.00	-	-
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 25,31B, 36A	585.87	\$ 240.00	\$ (339,391.20)	585.87	0.00	585.87	140,608.80	140,608.80	-	-
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,31B	23.00	\$ 1,500.00	\$ 4,500.00	23.00	0.00	23.00	34,500.00	34,500.00	-	-
FURNISHING & PLACING TOPSOIL (NEW)	26	STA	53	\$ 1,700.00	\$ 90,100.00	21A,25,3 1B	58.00	\$ 1,700.00	\$ 8,500.00	58.00	0.00	58.00	98,600.00	98,600.00	-	-
FLEXBASE (SALVAGED MATERIAL) (CALICHE) (TY D GR 6) (6 IN)	27	CY	1,082	\$ 9.00	\$ 9,738.00	21A,31B	1,114.00	\$ 9.00	\$ 288.00	1,114.00	0.00	1,114.00	10,026.00	10,026.00	-	-
FLEXBASE (NEW) (CALICHE) (TY D GR 6) (6 IN)	28	CY	4,040	\$ 30.00	\$ 121,200.00	18B,21A 25,31B	5,272.00	\$ 30.00	\$ 36,960.00	5,272.00	0.00	5,272.00	158,160.00	158,160.00	-	-

PROP. CONC. CURB (6 IN)	29	LF	4,850	\$ 6.00	\$ 29,100.00	21A,25,3			\$ -	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	1B,35,36	59,032.00	\$ 0.80	\$ 5,047.20	59,032.00	0.00	59,032.00	47,225.60	47,225.60	-	-
REINF. CONC. PIPE (72 IN) (CL V)	31	LF	310	\$ 350.00	\$ 108,500.00	A			\$ -	260.00	0.00	260.00	91,000.00	91,000.00	-	17,500.0
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	2,961	\$ 102.00	\$ 302,022.00	10A,17A,21A,31										
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (12FT.)	39	EA	456	\$ 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,25,34,35,36	1,221.00	\$ 232.373464373	\$ 130,824.00	1,221.00	0.00	1,221.00	283,728.00	283,728.00	-	-
BOLLARD (SUPPLY, CUT & WELD ANGLE IRON SUPORTS) (4 IN X 4 IN X 1/4 IN 8 FT)	41	LF	8,207	\$ 24.00	\$ 196,968.00	10A,17A,21A,25,34	7,749.00	\$ 24.00	\$ (10,992.00)	7,749.00	0.00	7,749.00	185,976.00	185,976.00	-	-
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	6.00	\$ 500.00	\$ 2,000.00	0.00	0.00	0.00	-	-	-	3,000.0
ANTI CLIMBING FENCE	46	EA	2	\$ 10,000.00	\$ 20,000.00	21A,25,3	5	\$ 10,000.00	\$ 50,000.00	7.00	0.00	7.00	70,000.00	70,000.00	-	-
48" STAND PIPE (TO BE CAPPED IN PLACE)	47	EA	1	\$ 6,000.00	\$ 6,000.00	2,			\$ -	1.00	0.00	1.00	6,000.00	6,000.00	-	-
SHEET WALL DRAIN MATERIAL	48	SF	0	\$ -	\$ -	21A,25,3	69,541.00	\$ 3.2628594642	\$ 226,902.51	69,541.00	0.00	69,541.00	226,902.51	226,902.51	-	-
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 (10')	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 R) (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 10' BOLLARD (TRANSPORT & WELD)	60	EA	0	\$ -	\$ -	22,33A	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,25,3	476.00	\$ 30.00	\$ 14,280.00	476.00	0.00	476.00	14,280.00	14,280.00	-	-
CONCRETE HEADER	62	LF	0	\$ -	\$ -	5,36A	184.00	\$ 140.79	\$ 25,905.36	184.00	0.00	184.00	25,905.36	25,905.36	-	-
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	\$ -	\$ -	28,29	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	-	-	-	4,320.0
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	-	-	-	4,800.0
HEADWALL FOR FLAP GATES	70	LS	0	\$ -	\$ -	25,35	2.00	\$ 600.00	\$ 1,200.00	2.00	0.00	2.00	1,200.00	1,200.00	-	-
REMOVE AND RESET FLAP GATE	71	EA	0	\$ -	\$ -	25,35	2.00	\$ 300.00	\$ 600.00	2.00	0.00	2.00	600.00	600.00	-	-
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	\$ -	\$ -	26,38	28,323.00	\$ 16.11	\$ 456,283.53	28,323.00	0.00	28,323.00	456,283.53	456,283.53	-	-
REMOVE EXIST. PIPE (60 IN)	74	EA	0	\$ -	\$ -	31B	1.00	\$ 3,885.05	\$ 3,885.05	1.00	0.00	1.00	3,885.05	3,885.05	-	-
REMOVE EXIST. HEADWALL (60 IN)	75	EA	0	\$ -	\$ -	31B	2.00	\$ 2,715.41	\$ 5,430.82	2.00	0.00	2.00	5,430.82	5,430.82	-	-
REMOVE / SALVAGED (EXIST SLUICE GATE & APPURTENANCES) (18 IN) (RCP)	76	EA	0	\$ -	\$ -	31B	1.00	\$ 563.07	\$ 563.07	1.00	0.00	1.00	563.07	563.07	-	-

REINF. CONC. BOX (5 FT X 5 FT)	77	LF	0	\$ -	\$ -	31B,36A	621.00	\$ 263.35	\$ 163,540.35	621.00	0.00	621.00	163,540.35	163,540.35	-	-
CANAL BYPASS 80 CFS	78	LS	0	\$ -	\$ -	31B	1.00	\$ 188,174.13	\$ 188,174.13	1.00	0.00	1.00	188,174.13	188,174.13	-	-
CONC. HEADWALL (5 FT X 5 FT RCB) (STRAIGHT WING)	79	EA	0	\$ -	\$ -	35,36A	3.00	\$ 7,002.00	\$ 21,006.00	3.00	0.00	3.00	21,006.00	21,006.00	-	-
CONC. HEADWALL (5 FT X 5 FT RCB) (SPECIAL)	80	CY	0	\$ -	\$ -	35,36A	45.00	\$ 439.888	\$ 19,794.96	45.00	0.00	45.00	19,794.96	19,794.96	-	-
CONSTRUCT GATE WELL STRUCTURE W/ SLUICE GATE, GRATE & LADDER (6 FT X 6 FT)	81	EA	0	\$ -	\$ -	31B,36A	3.00	\$ 117,803.98	\$ 353,411.94	3.00	0.00	3.00	353,411.94	353,411.94	-	-
REMOVE EXIST PIPE (24 IN)	82	EA	0	\$ -	\$ -	31B	1.00	\$ 1,971.17	\$ 1,971.17	1.00	0.00	1.00	1,971.17	1,971.17	-	-
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	-	-
REINF CONC PIPE (24 IN) (CL V)	89	LF	0	\$ -	\$ -	31B,36A	0.00	\$ 155.12	\$ -	0.00	0.00	0.00	-	-	-	-
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (14FT)	90	EA	0	\$ -	\$ -	31B,35	0.00	\$ 130.00	\$ -	0.00	0.00	0.00	-	-	-	-
GENERATOR RENTAL COSTS	91	LS	0	\$ -	\$ -	37	1.00	\$ 55,248.00	\$ 55,248.00	1.00	0.00	1.00	55,248.00	55,248.00	-	-
ENGINEERING INSPECTION	N/A	DAY	0	\$ -	\$ -	36A	70.00	\$ 90.30	\$ 6,321.00	70.00	0.00	70.00	6,321.00	6,321.00	-	-

TOTAL COMPLETE TO-DATE	TOTAL CURRENT CONTRACT EARNED	CONTRACT BALANCE TO COMPLETE
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ORIGINAL CONTRACT AMOUNT:	\$ 14,197,729.40															
NET CHANGES BY CHANGE ORDER(S)	\$ 2,758,837.66															
TOTAL CONTRACT AMOUNT TO DATE	\$ 16,956,567.06									\$ 16,829,717.06	\$ 16,829,717.06	\$ -	\$ 126,850.00			

Estimated % Project Completion to Date: 99.25%

LESS RETAINAGE @ 10%	\$ 1,682,971.71	\$ -
RELEASED RETAINAGE PR #11	\$ 709,656.44	\$ -
CREDIT FOR ENGINEERING INSPECTION	\$ (6,321.00)	\$ -
RELEASE OF 50% REMAINING RETAINAGE TO DATE	\$ 486,657.64	\$ 486,657.64
LESS Previous Requests for Payments	\$ 15,850,080.79	\$ -

TOTAL AMOUNT DUE THIS REQUEST	\$ 486,657.64	\$ 486,657.64
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HIDALGO COUNTY
 NOV 04 2010
 DRAINAGE DISTRICT #1

AI-24310

5.

reimbursement from federal gov.

DRAINAGE DISTRICT

Date: 12/13/2010

Submitted By: Sylvia Sanchez, DRAINAGE DISTRICT

Submitted For: Sylvia Sanchez

Department: DRAINAGE DISTRICT

Information

CAPTION

Discussion and authorization for RFQ-P for procuring consultant for assistance in recovering District expenditures for Levee system from the Federal Government.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/08/2010 09:33 AM	APRV
2	Perla Lopez	Angela Garcia	12/09/2010 09:38 AM	APRV
3	Roland Garcia	Rolando Garcia	12/09/2010 04:24 PM	APRV
4	Final Approval		12/10/2010 08:02 AM	NEW

Form Started By: Sylvia Sanchez

Started On: 12/08/2010 08:31 AM

Final Approval Date: 12/10/2010

AI-24311

6.

**Advertise: Gasoline/Pit Run Caliche
DRAINAGE DISTRICT**

Date: 12/13/2010
Submitted By: Jaime Salazar, DRAINAGE DISTRICT
Submitted For: Jaime Salazar
Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting approval to advertise for the following:

- A. Bid No.: 11-001-01-12 "Gasoline On / Off Highway Diesel Fuel"
- B. Bid No.: 11-002-01-12 "Pit Run Caliche"

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/08/2010 09:33 AM	APRV
2	Perla Lopez	Angela Garcia	12/09/2010 09:38 AM	APRV
3	Olga Garza	Olga Garza	12/09/2010 11:25 AM	APRV
4	Final Approval	Angela Garcia	12/10/2010 08:02 AM	APRV

Form Started By: Jaime Salazar Started On: 12/08/2010 08:31 AM

Final Approval Date: 12/10/2010

second amendment to three party argmt .

DRAINAGE DISTRICT

Date: 12/13/2010

Submitted By: Sylvia Sanchez, DRAINAGE DISTRICT

Submitted For: Sylvia Sanchez

Department: DRAINAGE DISTRICT

Information

CAPTION

A. Discussion and action of Second Amendment to Three-Party Interlocal Cooperation Agreement Between Hidalgo County Irrigation District #1, Hidalgo County Drainage District #1 and City of McAllen for Mission-McAllen Lateral/Rado Drain/Bentsen Road.

B. Discussion and action of Interlocal Cooperation Agreement Between Hidalgo County Drainage District #1 and Delta Lake Irrigation District as it relates to the the development of Raymondville Drain project.

BACKGROUND

Fiscal Impact

Attachments

Link: [Three Party Interlocal Agreement](#)

Link: [Interlocal Agreement - Delta Lake](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/08/2010 03:09 PM	APRV
2	Perla Lopez		12/10/2010 08:02 AM	PEND
3	Manuel Chapa	Angela Garcia	12/10/2010 07:42 AM	APRV
4	Manuel Chapa	Angela Garcia	12/10/2010 07:52 AM	APRV
5	Perla Lopez	Perla Lopez	12/10/2010 07:57 AM	APRV
6	Final Approval		12/10/2010 08:02 AM	NEW

Form Started By: Sylvia Sanchez
Started On: 12/08/2010 01:58 PM

Final Approval Date: 12/10/2010

**SECOND AMENDMENT TO THREE-PARTY
INTERLOCAL COOPERATION AGREEMENT
BETWEEN HIDALGO COUNTY IRRIGATION DISTRICT NO. ONE,
HIDALGO COUNTY DRAINAGE DISTRICT NO. ONE
AND THE CITY OF MCALLEN FOR
MISSION-MCALLEN LATERAL/
RADO DRAIN/BENTSEN ROAD**

**STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF HIDALGO §**

THIS SECOND AMENDMENT is made on this _____ day of December, 2010, among HIDALGO COUNTY IRRIGATION DISTRICT NO. ONE (hereinafter referred to as "IRRIGATION DISTRICT"), HIDALGO COUNTY DRAINAGE DISTRICT NO. ONE (hereinafter referred to as "DRAINAGE DISTRICT") and the CITY OF MCALLEN, TEXAS (hereinafter referred to as "CITY")(and sometimes collectively referred to as the "PARTIES"), as follows:

WITNESSETH:

WHEREAS, on November 1, 2005, the PARTIES entered into a THREE-PARTY INTERLOCAL COOPERATION AGREEMENT (hereinafter referred to as the "AGREEMENT") whereby in connection with the CITY's construction of North Bentsen Road, the CITY agreed to place the IRRIGATION DISTRICT's canal underground and further agree to re-locate the DRAINAGE DISTRICT's drainage ditch; and

WHEREAS, pursuant to the Agreement, IRRIGATION DISTRICT retained an engineer (hereinafter referred to as "ENGINEER") to design (including bidding and construction engineering services) the underground irrigation water conduit; and

WHEREAS, ENGINEER's Contractor constructed a portion of the underground irrigation water conduit differently that how it was depicted in the plans approved by IRRIGATION DISTRICT and CITY (attached as Exhibit "A"), which construction is further west than originally intended; and

WHEREAS, this portion of the underground irrigation water conduit will not allow for a maintenance road along the top of the bank between the surface area above the underground irrigation district and the proposed re-located drainage ditch; and

WHEREAS, in order to correct this error, CITY's Engineer, Perez Consulting Engineers (hereinafter referred to as "PCE"), will need to redesign this portion of the construction project to essentially shift the new drain ditch and North Bentsen Road, both of which have not yet been constructed, further west as depicted in the attached Exhibit "B"; and

WHEREAS, IRRIGATION DISTRICT has agreed to pay PCE TWENTY-NINE THOUSAND FIVE DOLLARS and 00/THS (\$29,005.00) to redesign the portion of the construction project as depicted in the attached Exhibit "B".

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, IRRIGATION DISTRICT, DRAINAGE DISTRICT and CITY hereby agree as follows:

1. CITY's engineer, PCE, will redesign the portion of the construction project as depicted in the attached Exhibit "B". The total cost for the redesign, as reflected in the attached Exhibit "C", is TWENTY-NINE THOUSAND FIVE DOLLARS and 00/THS (\$29,005.00). CITY will pay this amount when billed by PCE. IRRIGATION DISTRICT agrees to reimburse the CITY upon City's presentation to IRRIGATION DISTRICT of proof of payment.

2. All other terms of the Agreement shall remain in full force and effect, as therein provided, except as expressly amended herein.

IN WITNESS THEREOF, the undersigned IRRIGATION DISTRICT, DRAINAGE DISTRICT and execute this Second Amendment as authorized by the respective governing bodies, as of the day and year first above written.

HIDALGO COUNTY IRRIGATION DISTRICT NO. ONE

Date: _____

By: _____
Robert L. Bell, President

HIDALGO COUNTY DRAINAGE DISTRICT NO. ONE

Date: _____

By: _____
Ramon Garcia, Chairman

CITY OF McALLEN

Date: _____

By: _____
Richard F. Cortez, Mayor

APPROVED AS TO FORM:

Aaron Leal, Assistant City Attorney

Kirby Cavin, Attorney for Irrigation District

Stephen L. Crain, Attorney for Drainage District

STATE OF TEXAS §

COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
AND DELTA LAKE IRRIGATION DISTRICT**

THIS Agreement is made on this the ____ day of _____, 2010 by and between HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 hereinafter referred to as "Hidalgo" and DELTA LAKE IRRIGATION DISTRICT hereinafter referred to as "Delta", pursuant to the provisions of the Texas Interlocal Cooperation Act as follows:

WITNESSETH:

WHEREAS, Hidalgo desires to maintain, construct, reconstruct, enlarge and repair certain out-fall drainage ditches of Delta over and across land situated in Hidalgo and Willacy County, Texas, more particularly described in Exhibit A (the Delta ditches") in order to have a means to transport surface drainage water from its network of drainage ditches in Hidalgo County to Laguna Made;

WHEREAS, Delta has rights and interests in and to certain drainage ditches situated in Hidalgo and Willacy Counties more particularly described in Exhibit A attached hereto and incorporated herein at this point for all purposes (the "Delta ditches") which transport water accumulated in surface drainage ditches in its district to the Laguna Madre (the "Raymondville Drain Project");

WHEREAS, Delta desires Hidalgo to maintain, construct and enlarge the Delta ditches to accommodate the additional flow of surface drainage waters within the watershed of the Delta ditches as well as to accommodate and drain watersheds of Hidalgo other than the Delta ditches watershed; and

WHEREAS, Hidalgo, pursuant to its statutory authority, is responsible for proper drainage in Hidalgo County;

WHEREAS, Delta and Hidalgo desire that Hidalgo County jointly use, maintain and improve the Delta ditches, except as provided herein;

WHEREAS, Delta desires to grant a non-exclusive easement to Hidalgo in, over and across the Delta ditches as well as any other real property adjacent to the Delta ditches of which Delta has rights to enter such property to the extent it is reasonably necessary for Hidalgo to access the Delta ditches for the maintenance, operation, expansion or repair of the Ditches (the "Easement");

WHEREAS, Hidalgo and Delta have a mutual need and responsibility for acquiring, providing, constructing, reconstructing, enlarging, expanding and maintaining

the Delta ditches in Hidalgo and Willacy Counties, Texas to transport surface drainage waters from their drainage systems to the Laguna Madre;

WHEREAS, Delta will benefit from the improvements to the Ditches and Hidalgo's maintenance and operation thereof; and

WHEREAS, Hidalgo and Delta desire to join together under the authority of and other statutory authorities, to jointly satisfy their responsibilities in this regard.

NOW, THEREFORE, Hidalgo County Drainage District No. 1 and Delta Lake Irrigation District as follows:

1. Delta grants Hidalgo a non-exclusive easement to jointly use the Delta ditches for the purpose of expansion, repair, maintenance, reconstruction or operation of the Delta ditches and Delta shall execute the Easement attached hereto as Exhibit "B" within ten (10) days of the date of this Agreement. Such easement from Delta shall be AS IS, WHERE IS, WITH ALL FAULTS.
2. Delta grants Hidalgo an easement for access over and across Delta's rights to property adjacent to the Delta ditches for free and uninterrupted pedestrian, vehicle and machinery across to the Delta ditches, a copy of such easement and access agreement is attached hereto as Exhibit "C" (the "Access Easement") and Delta shall execute the Access Easement within ten (10) days of the date of this Agreement.
3. The route taken for the out-fall drainage ditch of the Delta ditches shall be in accordance with the plans prepared by S & B Infrastructure, consulting engineers for Hidalgo, and the location of said portion of said ditch which is jointly used by the Hidalgo and Delta shall coincide with the Delta ditches except as described in numbered paragraph 7 hereof and in this connection, the Parties agree that the Delta ditches may be expanded, enlarged and reconstructed by Hidalgo.
4. Hidalgo shall acquire the necessary right of way easements in its name, over, and across any additional land required adjacent to the Delta ditches to expand, enlarge and/or reconstruct the Delta ditches for the joint use of both districts. Hidalgo will provide personnel who will negotiate with land owners, pay for the easements, obtain title reports and engineering reports necessary to accomplish this objective. The easements shall be acquired in the name of Hidalgo County Drainage District No. 1, however, it is specifically provided that any such expansion, enlargement and/or reconstruction of the Delta ditches may be jointly utilized by both Delta and Hidalgo.
5. Hidalgo shall expand, enlarge and/or reconstruct the Delta ditches in accordance with the plans and specifications prepared by Hidalgo's engineers and agrees to maintain and operate the Delta ditches, during the period of time the easement is

in effect, and agrees to provide the personnel and equipment necessary to accomplish these objectives, Hidalgo further agrees to enlarge, expand and reconstruct the Delta ditches at such times in the future when Hidalgo in its sole discretion deems it is necessary for it to do so and shall, when necessary, obtain any and all easements necessary to accomplish this purpose.

6. Hidalgo agrees to place a control structure (“Control Structure”) as a point commonly known as L-5 as more particularly described in Exhibit “D” attached hereto and incorporated herein at this point for all purposes (the “L-5 Control Structure”) which will limit the maximum flow of drainage water from watersheds outside the natural watershed of the Delta ditches to existing Delta ditches flow amounts as determined by Hidalgo’s engineer and Hidalgo agrees not to enlarge or remove the Control Structure without the consent of Delta. Delta agrees not to arbitrarily withhold consent to enlarge or modify the Control Structure. Hidalgo’s engineer(s) shall provide both Hidalgo and Willacy operating procedures for the Control Structure.
7. Delta agrees to not add any additional drainage laterals or ditches which would increase the volume of flow of water in the Delta ditches over the amount contemplated by the present network of Delta ditches without the written consent of Hidalgo.
8. The Raymondville Drain project is being developed under the guidelines required by the United States Army Corps of Engineers (“USACE”). The guidelines require alternative designs (including alignments) to be analyzed, and the ultimate or preferred alignment will be determined through analysis. If this analysis determines that all or a portion of the Delta ditches are not the preferred alignment, then Hidalgo will not maintain those portions of Delta ditches determined not to be in the preferred alignment and Hidalgo shall have no further obligations under this Agreement with respect to any Delta ditch determined not to be in the preferred alignment.
9. Delta shall have the opportunity to review and provide comments to the plans and specifications proposed by Hidalgo’s engineers for the construction, modification and/or enlargement of the Delta ditches.
10. **Conflict of Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the later shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

11. **No Waiver.** No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
12. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by both parties, and not otherwise.
13. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of either party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then the other party may terminate this Agreement upon sixty (60) days written notice to the party who failed to appropriate sufficient funds. Each of the parties hereto agrees, however, to use its best 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 each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. Section 271.903.
14. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.
15. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Hidalgo County: Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78541

If to Irrigation District: Delta Lake Irrigation District
Attention: Manager
Rt. # 1 Box 225
Edcouch, Texas 78538

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such

time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

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

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

18. **Assignment.** This Agreement shall not be assignable provided, however, Hidalgo County may assign this Agreement to Hidalgo County Drainage District No. 1 and/or its successors.

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

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

21. **Authority to Execute.** The execution and performance of this Agreement by Hidalgo County and Irrigation District have been duly authorized by all necessary laws, resolutions or governmental action, and this Agreement constitutes the valid and enforceable obligations of Hidalgo County and Delta Lake Irrigation District in accordance with its terms.

22. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

[SIGNATURE PAGE TO FOLLOW]

HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

DRAFT

DELTA LAKE IRRIGATION DISTRICT

By: _____
_____, Manager

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

By: _____
Stephen L. Crain

Exhibit B

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STATE OF TEXAS §

COUNTY OF HIDALGO §

EASEMENT

That Delta Lake Irrigation District ("Grantor") for and in consideration of good and valuable consideration to it in hand paid by Hidalgo County Drainage District No. 1 ("Grantee"), the receipt of which is hereby acknowledged and confessed, has Granted, Bargained and Conveyed and by these presents does Grant, Bargain and Convey unto the said Grantee, its successors or assigns, a perpetual non-exclusive right for the free and uninterrupted use, liberty and privilege of passage in, along, upon and across those certain tracts of land situated in Hidalgo County, Texas, and Willacy County, Texas described as follows, to wit:

Those drainage facilities and land immediately adjacent to such drainage facilities which are located adjacent to or relatively near Delta Lake Irrigation District irrigation facilities within those specific tracts of land in Delta Lake Irrigation District. Such tracts of land being those drainage ditches of Delta Lake Irrigation District and more particularly described on Exhibit A which is attached hereto for all purposes (the "Property");

FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, EXCAVATING, DIGGING, MAINTAINING AND OPERATING A DRAINAGE DITCH, SPOIL BANK, LEVEES, ROADWAY AND STRUCTURES NECESSARY FOR THE DISPOSAL OF ACCUMULATIVE AND EXCESSIVE RAINFALL AND/OR FLOOD

WATER, TOGETHER WITH FREE INGRESS AND EGRESS AT ALL REASONABLE TIMES TO AND FROM SAID PROPERTY DESCRIBED ABOVE, FOR THE PURPOSE OF DOING AND PERFORMING, OR HAVING PERFORMED, ANY AND ALL ACTS AND FUNCTIONS AND ACTS NECESSARY AND INCIDENT TO THE CONSTRUCTING, RECONSTRUCTING, EXCAVATING, DIGGING, MAINTAINING AND OPERATING OF A DRAINAGE DITCH, SPOIL BANK, LEVEES, ROADWAYS AND STRUCTURES IN, ALONG, OVER AND ACROSS THE PROPERTY DESCRIBED ABOVE.

GRANTOR SHALL HAVE FULL USE AND CONTROL OF THE SPOIL BANK DIRT BUT SUCH USE AND CONTROL SHALL NOT INCLUDE THE BERM AREAS TO BE ESTABLISHED BY GRANTEE.

TO HAVE AND TO HOLD, ALL AND SINGULAR, THE EASEMENT PRIVILEGE AFORESTATED, UNTO GRANTEE, ITS SUCCESSORS OR ASSIGNS; THIS EASEMENT BEING CONDITIONED, HOWEVER, THAT THE TITLE IN AND TO ALL OIL, GAS AND OTHER MINERALS IN AND UNDER SAID LAND SHALL BE AND REMAIN VESTED IN THE PRESENT OWNERS, THEIR HEIRS OR ASSIGNS, WITHOUT, HOWEVER, ANY RIGHT WHATEVER REMAINING TO GRANTOR OF INGRESS AND EGRESS TO OR FROM THE SURFACE OF SAID LAND FOR THE PURPOSE OF EXPLORING, DRILLING, DEVELOPING OR MINING OF THE SAME. THE CONVEYANCE OF THIS EASEMENT IS MADE BY GRANTOR WITHOUT ANY WARRANTY OF TITLE, EXPRESSED OR IMPLIED. ALL WARRANTIES THAT MIGHT ARISE BY COMMON LAW AS WELL AS THE WARRANTIES IN SECTION 5.023 OF THE TEXAS PROPERTY CODE (OR ITS SUCCESSOR) ARE EXCLUDED.

Reservations from Conveyance:

For Grantor and Grantor's successors and assigns forever, a reservation of all oil, gas, and other minerals in and under and that may be produced from the Property. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease and all benefits from it.

For Grantor and Grantor's successors and assigns forever, a reservation of the free, uninterrupted and perpetual use of, and a separate right to maintain, an exclusive easement for the construction, operation, maintenance, reconstruction, replacement and removal of Grantor's irrigation facilities, including but not limited to a canal and/or an underground irrigation water conduit and related appurtenances over, under and across the Property.

In addition, in partial consideration for the Easement herein granted by Grantor to Grantee, Grantee has Granted, Bargained and Conveyed and by these presents does Grant, Bargain and Convey unto Grantor, its successors or assigns, the non-exclusive right for the free and uninterrupted use, liberty and privilege of passage in, along, upon and across any property adjacent to the Property now owned or later acquired by Grantee, its successors or assigns, by any means including, but not limited to, purchase, threat of condemnation or by condemnation. The sole purpose for the easement herein granted by Grantee to Grantor across Grantee's property ("Grantee's Property") shall be for Grantor's access (vehicular and pedestrian) for ingress and egress across Grantee's Property to reach the Property. The easement herein granted in favor of Grantor across Grantee's Property shall continue as long as Grantor is utilizing the Property for construction, operation, maintenance, reconstruction.

Nonexclusiveness of Easements. The Easements are nonexclusive, and First Party reserves for itself and its successors, and assigns the right to use all or part of the Easements in conjunction with Second Party and the right to convey to others the right to use all or part of the Easements in conjunction with the Second Party, as long as such further conveyance is subject to the terms of this agreement and does not interfere the Easement Purpose.

Equitable Rights of Enforcement. These Easements may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof

of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the Parties to or those benefited by this Agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

Attorney's Fees. If either Party retains an attorney to enforce this Agreement, the Party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

Binding Effect. This Agreement binds and inures to the benefit of the Parties and their respective heirs, successors, and permitted assigns.

Choice of Law. This Agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any other jurisdiction. Venue is in the county or counties in which the Properties are located.

Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all signatory Parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

Waiver of Default. It is not a waiver of or consent to default if the nondefaulting Party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies in this Agreement or provided by law.

Further Assurances. Each signatory Party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this Agreement and all transactions contemplated by this Agreement.

Integration. This Agreement contains the complete Agreement of the Parties and cannot be varied except by written Agreement of the Parties. The Parties agree that

there are no oral Agreements, representations, or warranties that are not expressly set forth in this Agreement.

Legal Construction. If any provision in this Agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the Parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the Parties by reason of authorship or origin of language.

Notices. Any notice required or permitted under this Agreement must be in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

Recitals. Any recitals in this Agreement are represented by the Parties to be accurate, and constitute a part of the substantive Agreement.

Time. Time is of the essence. Unless otherwise specified, all references to “days” mean calendar days. Business days exclude Saturdays, Sundays, and legal public holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or

legal public holiday, the date for performance will be the next following regular business day.

Grantee, by its acceptance hereof, accepts the Property in its physical condition as of the date hereof, AS IS, WHERE IS AND WITH ALL FAULTS, and acknowledges that it has no recourse whatsoever against Grantor in the event of discovery of any defects of any kind, latent or patent. Grantee acknowledges and agrees that Grantor has not made and does not make any representation, warranty or covenant of any kind or character whatsoever, whether expressed or implied, with respect to the physical condition, use or usefulness of the Property or any portion thereof, and (1) GRANTOR HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF THE PROPERTY, AND (2) GRANTOR HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY WITH REGARD TO COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING OR DISPOSING OF ANY HAZARDOUS WASTE OR SUBSTANCE.

WITNESS our hands this the ____ day of _____, 20__.

[Signature Page to Follow]

GRANTOR:

Delta Lake Irrigation District

BY: _____
_____, President

GRANTEE:

Hidalgo County Drainage District No. 1

By: _____

Its: _____

(ACKNOWLEDGEMENT)

STATE OF TEXAS §

COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office, this the ____ day of _____, 20__.

Notary Public State of Texas

STATE OF TEXAS §

COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office, this the ____ day of _____, 20__.

Notary Public State of Texas

DRAFT

Exhibit C

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

EASEMENT AND ACCESS AGREEMENT

Date: _____, 20____

First Party: Delta Lake Irrigation District

First Party's Mailing Address: Delta Lake Irrigation District
Attention: Manager
Rt. # 1Box 225
Edcouch, Texas 78538

Second Party: Hidalgo County

Second Party's Mailing Address: Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Hidalgo County, Texas 78541

First Party's Property: That certain real property located in Hidalgo County, Texas and Willacy County, Texas and being more particularly described on Exhibit A which is attached hereto and made a part hereof for all purposes.

Easement Purpose: For providing free and uninterrupted pedestrian and vehicular ingress to, over and across First Party's Property and portions thereof for access to Second Party's drainage ditches and facilities for Second Party to construct, maintain and operate Second Party's drainage ditches and facilities.

Consideration: Good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties.

Reservations from Conveyance of First Party's Property:

For First Party and First Party's successors and assigns forever, a reservation of all oil, gas, and other minerals in and under and that may be produced from the First Party's Property. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease and all benefits from it.

Grants of Easements:

First Party, for the Consideration grants, sells, and conveys to Second Party and Second Party's successors, and assigns an easement to, over, and across First Party's Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold the easement, rights, and appurtenances to Second Party and Second Party's, successors, and assigns forever.

The easements, rights, and appurtenances hereby granted by First Party are referred to herein as the "Easements." First Party's Property is sometimes referred to herein collectively as the "Properties." First Party and Second Party are sometimes referred to herein individually as a "Party" and collectively as the "Parties." The conveyance of this Easement is made by First Party excluding any warranty of title, express or implied. All warranties that might arise by common law as well as the warranties in Section 5.023 of the Texas Property Code (or its successor) are excluded.

Terms and Conditions: The following terms and conditions apply to the Easements granted by this Agreement:

1. *Duration of Easement.* The duration of the Easement is perpetual.
2. *Nonexclusiveness of Easements.* The Easements are nonexclusive, and First Party reserves for itself and its successors, and assigns the right to use all or part of the Easements in conjunction with Second Party and the right to convey to others the right to use all or part of the Easements in conjunction with the Second Party, as long as such further conveyance is subject to the terms of this agreement and does not interfere the Easement Purpose.
3. *Use and Location of Easements.* Second Party will be entitled to exercise direct access to and between the First Party's Property without interference except as set forth in this Agreement and to use any portion of First Party's Property in exercising the Easements. Second Party may make improvements to First Party's Property, including but not limited to the right to erect, construct, install, expand, dig and maintain a drainage ditch, spoil bank, levees, roadways and structures necessary for the disposal at accumulative and excessive rainfall and/or floodwater and thereafter use, operate, reconstruct, excavate, dig, inspect, repair, expand, maintain, replace and remove drainage ditches, spoil banks, levees, pipes, gates, roadways and structures necessary for the disposal of accumulative and excessive rainfall and/or floodwater for drainage purposes only to the extent that such improvements will not unreasonably interfere with or restrict the use of First Party of the irrigation system of First Party.
4. *Rights Reserved.* First Party reserves for itself, successors, and assigns the right to continue to use and enjoy the surface of First Party's Property for all

purposes that do not unreasonably interfere with or interrupt the use or enjoyment of the Easements granted herein to Second Party.

5. *Equitable Rights of Enforcement.* These Easements may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the Parties to or those benefited by this Agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

6. *Attorney's Fees.* If either Party retains an attorney to enforce this Agreement, the Party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

7. *Binding Effect.* This Agreement binds and inures to the benefit of the Parties and their respective heirs, successors, and permitted assigns.

8. *Choice of Law.* This Agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any other jurisdiction. Venue is in the county or counties in which the Properties are located.

9. *Counterparts.* This Agreement may be executed in any number of counterparts with the same effect as if all signatory Parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

10. *Waiver of Default.* It is not a waiver of or consent to default if the nondefaulting Party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies in this Agreement or provided by law.

11. *Further Assurances.* Each signatory Party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this Agreement and all transactions contemplated by this Agreement.

12. *Integration.* This Agreement contains the complete Agreement of the Parties and cannot be varied except by written Agreement of the Parties. The Parties agree that there are no oral Agreements, representations, or warranties that are not expressly set forth in this Agreement.

13. *Legal Construction.* If any provision in this Agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the Parties, the unenforceability will not affect any other provision

hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the Parties by reason of authorship or origin of language.

14. *Notices.* Any notice required or permitted under this Agreement must be in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

15. *Recitals.* Any recitals in this Agreement are represented by the Parties to be accurate, and constitute a part of the substantive Agreement.

16. *Time.* Time is of the essence. Unless otherwise specified, all references to “days” mean calendar days. Business days exclude Saturdays, Sundays, and legal public holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday, the date for performance will be the next following regular business day.

17. *Acceptance by Second Party Without Warranty.* Second Party, by its acceptance hereof, accepts the Property in its physical condition as of the date hereof, AS IS, WHERE IS AND WITH ALL FAULTS, and acknowledges that it has no recourse whatsoever against First Party in the event of discovery of any defects of any kind, latent or patent. Second Party acknowledges and agrees that First Party has not made and does not make any representation, warranty or covenant of any kind or character whatsoever, whether expressed or implied, with respect to the physical condition, use or usefulness of the First Party’s Property or any portion thereof, and (1) FIRST PARTY HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF THE PROPERTY, AND (2) FIRST PARTY HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY WITH REGARD TO COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING OR DISPOSING OF ANY HAZARDOUS WASTE OR SUBSTANCE.

Delta Lake Irrigation District

By: _____
_____, President

ACCEPTANCE:

Grantee hereby accepts the foregoing conveyance subject to the reservations therein set forth, and agrees to be bound by the terms and conditions thereof.

FIRST PARTY:

Hidalgo County

By: _____

Its: _____

ATTEST:

Arturo Guajardo, Jr., Hidalgo County Clerk

DRAFT

(ACKNOWLEDGMENT)

STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on _____, 20____
by _____, of Delta Lake Irrigation District, in the capacity therein
stated.

Notary Public, State of Texas

(ACKNOWLEDGMENT)

STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on _____, 20____
by _____, of HIDALGO COUNTY, in the capacity therein stated.

Notary Public, State of Texas

DRAFT

EXHIBIT A

DRAFT

AI-24330

8.

DHS 0-7 PR 17A

DRAINAGE DISTRICT

Date: 12/13/2010

Submitted By: Minerva Luna, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

A. Request approval of Payment Request No. 17A to SER Construction Partners, LTD. for the Construction of DHS 0-7 (0.90 miles).

B. Request approval to process manual check to SER Construction Partners, LTD. for the above mentioned project pending the approval of the County Auditor and Department of Homeland Security (DHS) and pending the electronic transfer of funds from the Department of Payment Management (DPM).

BACKGROUND

Fiscal Impact

Attachments

Link: [backup](#)

Link: [req. for final pay](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management		12/10/2010 08:02 AM	PEND
2	Perla Lopez	Angela Garcia	12/09/2010 09:39 AM	APRV
3	Roland Garcia	Rolando Garcia	12/09/2010 04:21 PM	APRV
4	Perla Lopez	Perla Lopez	12/09/2010 04:29 PM	APRV
5	Final Approval		12/10/2010 08:02 AM	NEW

Form Started By: Minerva Luna

Started On: 12/08/2010 03:25 PM

Final Approval Date: 12/10/2010

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. 17A

Project Number: 4410-02 0.9 MILES
 Date: 12/7/2010

CONTRACT NO. 08-009-07-01
 WORK THRU: 5/25/2010 thru 10/25/2010

PROGRESS BILLING WORKSHEET - NO. 1

ROSBEL E. RAMOS, PRESIDENT	ITEM NO	UNIT	TOTAL QUANTITY	BID UNIT PRICE	TOTAL BID PRICE	CHANGE ORDERS						UNIT QTY. COMPLETE PRIOR INVOICES	UNIT QTY. COMPLETE THIS PERIOD	UNIT QTY. COMPLETE TO DATE	AMOUNT PRIOR INVOICES	AMOUNT COMPLETE TO DATE	AMOUNT DUE THIS INVOICE	BALANCE TO COMPLETE
						NO.	QTY. +/-	UNIT PRICE +/-	VARIANCE AMOUNT +/-	NO.	QTY. +/-							
TEMP EROSION CONTROL (FILTER FABRIC FENCE)	1	LF	10,000	\$ 2.00	\$ 20,000.00	28	10,527.00	\$ 2.00	\$ 1,054.00			10,000.00	300.00	10,300.00	\$ 20,000.00	\$ 20,600.00	\$ 600.00	\$ 454.00
TEMP EROSION CONTROL (CONST EXIT/ENTR)	2	EA	2	\$ 2,000.00	\$ 4,000.00	28	3.00	\$ 2,000.00	\$ 2,000.00			2.00	0.00	2.00	\$ 4,000.00	\$ 4,000.00	\$ -	\$ 2,000.00
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	28	2,734.00	\$ 7.00	\$ 1,988.00			2,450.00	0.00	2,450.00	\$ 17,150.00	\$ 17,150.00	\$ -	\$ 1,988.00
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	3,152	4,184.56	\$ 600.94	\$ (336,530.51)			4,184.56	0.00	4,184.56	\$ 2,514,669.49	\$ 2,514,669.49	\$ -	\$ -
RETAINING WALL (CAST- IN-PLACE) (FOOTING)	7	CY	8,393	\$ 600.00	\$ 5,035,800.00	5,172	6,952.88	\$ 728.83	\$ 31,667.53			6,952.88	0.00	6,952.88	\$ 5,067,467.53	\$ 5,067,467.53	\$ -	\$ -
RETAINING WALL (CAST- IN-PLACE)(KEY)	8	CY	2,287	\$ 540.00	\$ 1,234,980.00	3,20	594.52	\$ 1,659.75	\$ (248,225.43)			594.52	0.00	594.52	\$ 986,754.57	\$ 986,754.57	\$ -	\$ -
METAL BEAM GUARD FENCE	9	LF	4,695	\$ 23.00	\$ 107,985.00	1,25,2	8	450.00	\$ (97,635.00)			175.00	0.00	175.00	\$ 4,025.00	\$ 4,025.00	\$ -	\$ 6,325.00
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	\$ 60.0004059906	\$ (275,697.33)			665.04	0.00	665.04	\$ 39,902.67	\$ 39,902.67	\$ -	\$ -
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	20,28	44,683.00	\$ 10.00	\$ 51,400.00			39,583.00	0.00	39,583.00	\$ 395,830.00	\$ 395,830.00	\$ -	\$ 51,000.00
CONC. RIP RAP CL-B (SLOPE PROTECTION)	14	CY	550	\$ 400.00	\$ 220,000.00	16,28	605.00	\$ 400.00	\$ 22,000.00			360.00	0.00	360.00	\$ 144,000.00	\$ 144,000.00	\$ -	\$ 98,000.00
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	20,28	4,196.00	\$ 30.00	\$ 9,930.00			3,865.00	0.00	3,865.00	\$ 115,950.00	\$ 115,950.00	\$ -	\$ 9,930.00
HYDRO MULCH	19	SY	31,000	\$ 0.60	\$ 18,600.00	20,28	32,734.00	\$ 0.60	\$ 1,040.40			31,034.00	0.00	31,034.00	\$ 18,620.40	\$ 18,620.40	\$ -	\$ 1,020.00
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	11,20, 28	671.00	\$ 311.3263785	\$ 78,100.00			433.00	0.00	433.00	\$ 173,200.00	\$ 173,200.00	\$ -	\$ 35,700.00
BOLLARD (SUPPLY, CUT & WELD ANGLE IRON SUPPORTS) (4 INX 4 IN.X 1/4 IN. 8 FT.)	23	LF	4,953	\$ 12.00	\$ 59,436.00	2,10A, 11,20, 28	1,343.50	\$ 12.00	\$ (43,314.00)			867.50	0.00	867.50	\$ 10,410.00	\$ 10,410.00	\$ -	\$ 5,712.00
BOLLARD (SUPPLY & WELD) (1/2 in.X 4 in STEEL BAR)	24	LF	4,621	\$ 6.00	\$ 27,726.00	2,28	238.00	\$ 6.00	\$ (26,298.00)			0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ 1,428.00
BOLLARD (INSTALL & WELD CAPS)	25	EA	4,530	\$ 12.00	\$ 54,360.00	1,28	238.00	\$ 12.00	\$ (51,504.00)			0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ 2,856.00
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.I.)	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	\$ -	\$ -	\$ -	\$ -

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	\$ 3,199,958.89	\$ 208,137.33	65,043.00	0.00	65,043.00	\$ 208,137.33	\$ 208,137.33	\$ -	\$ -	
ANTI-CLIMBING FENCE PANEL	52	EA	0	\$ -	\$ -	9A,28	3.00	\$ 10,000.00	\$ 30,000.00	2.00	0.00	2.00	\$ 20,000.00	\$ 20,000.00	\$ -	\$ 10,000.00	
RECONNECTION OF IRRIGATION LINE AT STRUCTURE 294	53	LS	0	\$ -	\$ -	14	1.00	\$ 6,173.71	\$ 6,173.71	1.00	0.00	1.00	\$ 6,173.71	\$ 6,173.71	\$ -	\$ -	
STONE RIP RAP (12" THICK) (TY R) (DRY)	54	CY	0	\$ -	\$ -	18	221.00	\$ 85.09	\$ 18,804.89	221.00	0.00	221.00	\$ 18,804.89	\$ 18,804.89	\$ -	\$ -	
ANTI-CLIMBING FENCE PANEL (REMOVE AND REINSTALL)	55	EA	0	\$ -	\$ -	19	8.00	\$ 2,292.84	\$ 18,342.72	8.00	0.00	8.00	\$ 18,342.72	\$ 18,342.72	\$ -	\$ -	
WELD AN ADDITIONAL 6' BOLLARD (TRANSPORT & WELD)	56	EA	0	\$ -	\$ -	20	50.00	\$ 771.28	\$ 38,564.00	50.00	0.00	50.00	\$ 38,564.00	\$ 38,564.00	\$ -	\$ -	
WELD AN ADDITIONAL 11' BOLLARD (TRANSPORT & WELD)	57	EA	0	\$ -	\$ -	21	17.00	\$ 848.00	\$ 14,416.00	17.00	0.00	17.00	\$ 14,416.00	\$ 14,416.00	\$ -	\$ -	
WELD AN ADDITIONAL 11' BOLLARD (TRANSPORT & WELD)		EA	0	\$ -	\$ -	21	149.00	\$ -	\$ -	149.00	0.00	149.00	\$ -	\$ -	\$ -	\$ -	
INSTALL ANTI-CLIMB FENCE (OWNER SUPPLIED)	58	EA	0	\$ -	\$ -	21,26	4.00	\$ 3,031.00	\$ 12,124.00	2.00	0.00	2.00	\$ 6,062.00	\$ 6,062.00	\$ -	\$ 6,062.00	
FABRICATE & INSTALL FLAT SURFACE ANTI-CLIMB FENCE	59	EA	0	\$ -	\$ -	22,24,	29	6.00	\$ 7,918.76	\$ 47,512.56	4.00	2.00	6.00	\$ 31,675.04	\$ 47,512.56	\$ 15,837.52	\$ -
REMOVE & SALVAGE STANDARD ANTI-CLIMB FENCE	60	EA	0	\$ -	\$ -	22,24	4.00	\$ 2,110.63	\$ 8,442.52	4.00	0.00	4.00	\$ 8,442.52	\$ 8,442.52	\$ -	\$ -	
MODIFY GATE OPENING FROM A 40 FT TO 20 FT OPENING	61	LS	0	\$ -	\$ -	23	1.00	\$ 40,437.10	\$ 40,437.10	1.00	0.00	1.00	\$ 40,437.10	\$ 40,437.10	\$ -	\$ -	
ADJUSTMENTS TO BOLLARDS WITH DEFICIENT SPACING	62	LS	0	\$ -	\$ -	23	1.00	\$ 4,562.90	\$ 4,562.90	1.00	0.00	1.00	\$ 4,562.90	\$ 4,562.90	\$ -	\$ -	
TERMINAL ANCHOR SECTION	63	EA	0	\$ -	\$ -	25,28	5.00	\$ 500.00	\$ 2,500.00	1.00	0.00	1.00	\$ 500.00	\$ 500.00	\$ -	\$ 2,000.00	
SHOREBLOCK BD SERIES (BD-400 OPEN CELL) (CANAL CHANNEL)	66	SY	0	\$ -	\$ -	28	940.00	\$ 51.00	\$ 47,940.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ 47,940.00	
CONCRETE ABUTMENT (BRIDGE)	67	CY	0	\$ -	\$ -	28	48.00	\$ 500.00	\$ 24,000.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ 24,000.00	
CONCRETE WINGWALL (BRIDGE)	68	CY	0	\$ -	\$ -	28	8.00	\$ 500.00	\$ 4,000.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ 4,000.00	
C 221 RAILING (BRIDGE)	69	LF	0	\$ -	\$ -	28	160.00	\$ 80.00	\$ 12,800.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ 12,800.00	
45' DRILLED SHAFT (2'-6" DIA.) (BRIDGE)	70	EA	0	\$ -	\$ -	28	14.00	\$ 4,000.00	\$ 56,000.00	0.00	14.00	14.00	\$ -	\$ 56,000.00	\$ 56,000.00	\$ -	
MODIFIED F-SHAPE CONCRETE MEDIAN W/ BOLLARDS (BRIDGE)	71	LF	0	\$ -	\$ -	28	80.00	\$ 250.00	\$ 20,000.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ 20,000.00	
PRESTRESSED CONCRETE BOX BEAM (5B28) (79'-6" LG) (BRIDGE)	72	EA	0	\$ -	\$ -	28	12.00	\$ 16,000.00	\$ 192,000.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ 192,000.00	
7" CAST-IN-PLACE BRIDGE DECK (BRIDGE)	73	CY	0	\$ -	\$ -	28	150.00	\$ 300.00	\$ 45,000.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ 45,000.00	
BOLLARD FOUNDATION (CONC.)	74	CY	0	\$ -	\$ -	28	97.00	\$ 450.00	\$ 43,650.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ 43,650.00	
DEWATERING (CANAL)	75	LS	0	\$ -	\$ -	28	1.00	\$ 10,000.00	\$ 10,000.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ 10,000.00	
ELASTOMERIC PADS (TXDOT ID: TY B28-"N") (BRIDGE)	76	EA	0	\$ -	\$ -	28	48.00	\$ 5.00	\$ 240.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ 240.00	
MOBILIZATION	77	LS	0	\$ -	\$ -	28	1.00	\$ 50,000.00	\$ 50,000.00	0.00	1.00	1.00	\$ -	\$ 50,000.00	\$ 50,000.00	\$ -	
REMOBILIZATION	78	LS	0	\$ -	\$ -	28	1.00	\$ 36,000.00	\$ 36,000.00	0.00	1.00	1.00	\$ -	\$ 36,000.00	\$ 36,000.00	\$ -	
ONE DIRECTIONAL ARROW SIGN (W1-9L)	79	EA	0	\$ -	\$ -	28	1.00	\$ 115.00	\$ 115.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ 115.00	
ONE DIRECTIONAL ARROW SIGN (W1-9R)	80	EA	0	\$ -	\$ -	28	1.00	\$ 115.00	\$ 115.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ 115.00	
WILDLIFE REFUGE SIGN	81	EA	0	\$ -	\$ -	28	3.00	\$ 575.00	\$ 1,725.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ 1,725.00	
CEMENT STABILIZED BACKFILL	82	CY	0	\$ -	\$ -	28	133.00	\$ 60.00	\$ 7,980.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ 7,980.00	
PREP R.O.W.	83	LS	0	\$ -	\$ -	28	1.00	\$ 900.00	\$ 900.00	0.00	1.00	1.00	\$ -	\$ 900.00	\$ 900.00	\$ -	
AUTODIALER, ALARM SYSTEM	84	EA	0	\$ -	\$ -	28	1.00	\$ 14,000.00	\$ 14,000.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ 14,000.00	
2 1/2" DIA PIPE RAIL TERMINAL	85	LF	0	\$ -	\$ -	28	199.00	\$ 40.00	\$ 7,960.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ 7,960.00	
SECURITY GRATE & FRAME (IRRIGATION CANAL)	86	LS	0	\$ -	\$ -	28	1.00	\$ 45,000.00	\$ 45,000.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ 45,000.00	
CONCRETE HEADERS (2)	87	CY	0	\$ -	\$ -	28	11.00	\$ 400.00	\$ 4,400.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ 4,400.00	
SAFETY TRENCH PROTECTION	88	LF	0	\$ -	\$ -	28	250.00	\$ 1.00	\$ 250.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ 250.00	
MBGF 10' RADIUS	89	EA	0	\$ -	\$ -	28	4.00	\$ 250.00	\$ 1,000.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ 1,000.00	
SECURITY GRATE FOOTING (ALT #1) (12" DRILLED SHAFT) (2'-0" DIA)	90	EA	0	\$ -	\$ -	28	7.00	\$ 1,100.00	\$ 7,700.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ 7,700.00	
STEEL CASING (6" DIA) (2" GAS LINE PENETRATION OF WALL)	91	LS	0	\$ -	\$ -	28	1.00	\$ 800.00	\$ 800.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ 800.00	
STONE RIP RAP (TY R; DRY) (18" THICK) (RIVERSIDE LEVEE SLOPE PROTECTION)	92	CY	0	\$ -	\$ -	28	222.00	\$ 120.00	\$ 26,640.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ 26,640.00	
			0	\$ -	\$ -			\$ -	\$ -	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	

TOTAL COMPLETE TO-DATE	\$ 10,908,888.87	\$ 11,068,226.39	\$ 159,337.52	\$ 751,790.00
TOTAL CURRENT CONTRACT EARNED				
CONTRACT BALANCE TO COMPLETE				

ORIGINAL CONTRACT AMOUNT: \$ 11,980,892.00
NET CHANGES BY CHANGE ORDER(S) \$ (160,875.61)
TOTAL CONTRACT AMOUNT TO DATE \$ 11,820,016.39

Estimated % Project Completion to Date: 93.64%

LESS RETAINAGE @ 10% \$ 1,106,822.63 \$ 15,933.75
RELEASED RETAINAGE PR #10 \$ 515,843.33 \$ -
RELEASED RETAINAGE PR #16 \$ 287,522.78 \$ -
LESS Previous Requests for Payments \$ 10,621,366.10 \$ -
DEFECTIVE WORK CO NO. 27 \$ (2,595.18) \$ (2,595.18)

TOTAL AMOUNT DUE THIS REQUEST \$ 140,808.59 \$ 140,808.59

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. 17A

Project Number: 4410-02 0.9 MILES
 Date: 12/7/2010

CONTRACT NO. 08-009-07-01
 WORK THRU: 5/25/2010 thru 10/25/2010

PROGRESS BILLING WORKSHEET - NO. 1

ROSBEL E. RAMOS, PRESIDENT	ITEM NO	UNIT	TOTAL QUANTITY	BID UNIT PRICE	TOTAL BID PRICE	CHANGE ORDERS						UNIT QTY. COMPLETE PRIOR INVOICES	UNIT QTY. COMPLETE THIS PERIOD	UNIT QTY. COMPLETE TO DATE	AMOUNT PRIOR INVOICES	AMOUNT COMPLETE TO DATE	AMOUNT DUE THIS INVOICE	BALANCE TO COMPLETE
						NO.	QTY. +/-	UNIT PRICE +/-	VARIANCE AMOUNT +/-	NO.	QTY. +/-							
TEMP EROSION CONTROL (FILTER FABRIC FENCE)	1	LF	10,000	\$ 2.00	\$ 20,000.00	28	10,527.00	\$ 2.00	\$ 1,054.00			10,000.00	300.00	10,300.00	\$ 20,000.00	\$ 20,600.00	\$ 600.00	\$ 454.00
TEMP EROSION CONTROL (CONST EXIT/ENTR)	2	EA	2	\$ 2,000.00	\$ 4,000.00	28	3.00	\$ 2,000.00	\$ 2,000.00			2.00	0.00	2.00	\$ 4,000.00	\$ 4,000.00	\$ -	\$ 2,000.00
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	28	2,734.00	\$ 7.00	\$ 1,988.00			2,450.00	0.00	2,450.00	\$ 17,150.00	\$ 17,150.00	\$ -	\$ 1,988.00
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	3,152	4,184.56	\$ 600.94	\$ (336,530.51)			4,184.56	0.00	4,184.56	\$ 2,514,669.49	\$ 2,514,669.49	\$ -	\$ -
RETAINING WALL (CAST- IN-PLACE) (FOOTING)	7	CY	8,393	\$ 600.00	\$ 5,035,800.00	5,172	6,952.88	\$ 728.83	\$ 31,667.53			6,952.88	0.00	6,952.88	\$ 5,067,467.53	\$ 5,067,467.53	\$ -	\$ -
RETAINING WALL (CAST- IN-PLACE)(KEY)	8	CY	2,287	\$ 540.00	\$ 1,234,980.00	3,20	594.52	\$ 1,659.75	\$ (248,225.43)			594.52	0.00	594.52	\$ 986,754.57	\$ 986,754.57	\$ -	\$ -
METAL BEAM GUARD FENCE	9	LF	4,695	\$ 23.00	\$ 107,985.00	1,25,2	8	450.00	\$ (97,635.00)			175.00	0.00	175.00	\$ 4,025.00	\$ 4,025.00	\$ -	\$ 6,325.00
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	\$ 60.0004059906	\$ (275,697.33)			665.04	0.00	665.04	\$ 39,902.67	\$ 39,902.67	\$ -	\$ -
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	20,28	44,683.00	\$ 10.00	\$ 51,400.00			39,583.00	0.00	39,583.00	\$ 395,830.00	\$ 395,830.00	\$ -	\$ 51,000.00
CONC. RIP RAP CL-B (SLOPE PROTECTION)	14	CY	550	\$ 400.00	\$ 220,000.00	16,28	605.00	\$ 400.00	\$ 22,000.00			360.00	0.00	360.00	\$ 144,000.00	\$ 144,000.00	\$ -	\$ 98,000.00
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	20,28	4,196.00	\$ 30.00	\$ 9,930.00			3,865.00	0.00	3,865.00	\$ 115,950.00	\$ 115,950.00	\$ -	\$ 9,930.00
HYDRO MULCH	19	SY	31,000	\$ 0.60	\$ 18,600.00	20,28	32,734.00	\$ 0.60	\$ 1,040.40			31,034.00	0.00	31,034.00	\$ 18,620.40	\$ 18,620.40	\$ -	\$ 1,020.00
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	11,20, 28	671.00	\$ 311.3263785	\$ 78,100.00			433.00	0.00	433.00	\$ 173,200.00	\$ 173,200.00	\$ -	\$ 35,700.00
BOLLARD (SUPPLY, CUT & WELD ANGLE IRON SUPPORTS) (4 INX 4 IN X 1/4 IN, 8 FT.)	23	LF	4,953	\$ 12.00	\$ 59,436.00	2,10A, 11,20, 28	1,343.50	\$ 12.00	\$ (43,314.00)			867.50	0.00	867.50	\$ 10,410.00	\$ 10,410.00	\$ -	\$ 5,712.00
BOLLARD (SUPPLY & WELD) (1/2 in X 4 in STEEL BAR)	24	LF	4,621	\$ 6.00	\$ 27,726.00	2,28	238.00	\$ 6.00	\$ (26,298.00)			0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ 1,428.00
BOLLARD (INSTALL & WELD CAPS)	25	EA	4,530	\$ 12.00	\$ 54,360.00	1,28	238.00	\$ 12.00	\$ (51,504.00)			0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ 2,856.00
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.I.)	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	\$ -	\$ -	\$ -	\$ -

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	\$ 3,199,958.89	\$ 208,137.33	65,043.00	0.00	65,043.00	\$ 208,137.33	\$ 208,137.33	\$ -	\$ -	
ANTI-CLIMBING FENCE PANEL	52	EA	0	\$ -	\$ -	9A,28	3.00	\$ 10,000.00	\$ 30,000.00	2.00	0.00	2.00	\$ 20,000.00	\$ 20,000.00	\$ -	\$ 10,000.00	
RECONNECTION OF IRRIGATION LINE AT STRUCTURE 294	53	LS	0	\$ -	\$ -	14	1.00	\$ 6,173.71	\$ 6,173.71	1.00	0.00	1.00	\$ 6,173.71	\$ 6,173.71	\$ -	\$ -	
STONE RIP RAP (12" THICK) (TY R) (DRY)	54	CY	0	\$ -	\$ -	18	221.00	\$ 85.09	\$ 18,804.89	221.00	0.00	221.00	\$ 18,804.89	\$ 18,804.89	\$ -	\$ -	
ANTI-CLIMBING FENCE PANEL (REMOVE AND REINSTALL)	55	EA	0	\$ -	\$ -	19	8.00	\$ 2,292.84	\$ 18,342.72	8.00	0.00	8.00	\$ 18,342.72	\$ 18,342.72	\$ -	\$ -	
WELD AN ADDITIONAL 6' BOLLARD (TRANSPORT & WELD)	56	EA	0	\$ -	\$ -	20	50.00	\$ 771.28	\$ 38,564.00	50.00	0.00	50.00	\$ 38,564.00	\$ 38,564.00	\$ -	\$ -	
WELD AN ADDITIONAL 11' BOLLARD (TRANSPORT & WELD)	57	EA	0	\$ -	\$ -	21	17.00	\$ 848.00	\$ 14,416.00	17.00	0.00	17.00	\$ 14,416.00	\$ 14,416.00	\$ -	\$ -	
WELD AN ADDITIONAL 11' BOLLARD (TRANSPORT & WELD)		EA	0	\$ -	\$ -	21	149.00	\$ -	\$ -	149.00	0.00	149.00	\$ -	\$ -	\$ -	\$ -	
INSTALL ANTI-CLIMB FENCE (OWNER SUPPLIED)	58	EA	0	\$ -	\$ -	21,26	4.00	\$ 3,031.00	\$ 12,124.00	2.00	0.00	2.00	\$ 6,062.00	\$ 6,062.00	\$ -	\$ 6,062.00	
FABRICATE & INSTALL FLAT SURFACE ANTI-CLIMB FENCE	59	EA	0	\$ -	\$ -	22,24,	29	6.00	\$ 7,918.76	\$ 47,512.56	4.00	2.00	6.00	\$ 31,675.04	\$ 47,512.56	\$ 15,837.52	\$ -
REMOVE & SALVAGE STANDARD ANTI-CLIMB FENCE	60	EA	0	\$ -	\$ -	22,24	4.00	\$ 2,110.63	\$ 8,442.52	4.00	0.00	4.00	\$ 8,442.52	\$ 8,442.52	\$ -	\$ -	
MODIFY GATE OPENING FROM A 40 FT TO 20 FT OPENING	61	LS	0	\$ -	\$ -	23	1.00	\$ 40,437.10	\$ 40,437.10	1.00	0.00	1.00	\$ 40,437.10	\$ 40,437.10	\$ -	\$ -	
ADJUSTMENTS TO BOLLARDS WITH DEFICIENT SPACING	62	LS	0	\$ -	\$ -	23	1.00	\$ 4,562.90	\$ 4,562.90	1.00	0.00	1.00	\$ 4,562.90	\$ 4,562.90	\$ -	\$ -	
TERMINAL ANCHOR SECTION	63	EA	0	\$ -	\$ -	25,28	5.00	\$ 500.00	\$ 2,500.00	1.00	0.00	1.00	\$ 500.00	\$ 500.00	\$ -	\$ 2,000.00	
SHOREBLOCK BD SERIES (BD-400 OPEN CELL) (CANAL CHANNEL)	66	SY	0	\$ -	\$ -	28	940.00	\$ 51.00	\$ 47,940.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ 47,940.00	
CONCRETE ABUTMENT (BRIDGE)	67	CY	0	\$ -	\$ -	28	48.00	\$ 500.00	\$ 24,000.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ 24,000.00	
CONCRETE WINGWALL (BRIDGE)	68	CY	0	\$ -	\$ -	28	8.00	\$ 500.00	\$ 4,000.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ 4,000.00	
C 221 RAILING (BRIDGE)	69	LF	0	\$ -	\$ -	28	160.00	\$ 80.00	\$ 12,800.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ 12,800.00	
45' DRILLED SHAFT (2'-6" DIA.) (BRIDGE)	70	EA	0	\$ -	\$ -	28	14.00	\$ 4,000.00	\$ 56,000.00	0.00	14.00	14.00	\$ -	\$ 56,000.00	\$ 56,000.00	\$ -	
MODIFIED F-SHAPE CONCRETE MEDIAN W/ BOLLARDS (BRIDGE)	71	LF	0	\$ -	\$ -	28	80.00	\$ 250.00	\$ 20,000.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ 20,000.00	
PRESTRESSED CONCRETE BOX BEAM (5B28) (79'-6" LG) (BRIDGE)	72	EA	0	\$ -	\$ -	28	12.00	\$ 16,000.00	\$ 192,000.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ 192,000.00	
7" CAST-IN-PLACE BRIDGE DECK (BRIDGE)	73	CY	0	\$ -	\$ -	28	150.00	\$ 300.00	\$ 45,000.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ 45,000.00	
BOLLARD FOUNDATION (CONC.)	74	CY	0	\$ -	\$ -	28	97.00	\$ 450.00	\$ 43,650.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ 43,650.00	
DEWATERING (CANAL)	75	LS	0	\$ -	\$ -	28	1.00	\$ 10,000.00	\$ 10,000.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ 10,000.00	
ELASTOMERIC PADS (TXDOT ID: TY B28-"N") (BRIDGE)	76	EA	0	\$ -	\$ -	28	48.00	\$ 5.00	\$ 240.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ 240.00	
MOBILIZATION	77	LS	0	\$ -	\$ -	28	1.00	\$ 50,000.00	\$ 50,000.00	0.00	1.00	1.00	\$ -	\$ 50,000.00	\$ 50,000.00	\$ -	
REMOBILIZATION	78	LS	0	\$ -	\$ -	28	1.00	\$ 36,000.00	\$ 36,000.00	0.00	1.00	1.00	\$ -	\$ 36,000.00	\$ 36,000.00	\$ -	
ONE DIRECTIONAL ARROW SIGN (W1-9L)	79	EA	0	\$ -	\$ -	28	1.00	\$ 115.00	\$ 115.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ 115.00	
ONE DIRECTIONAL ARROW SIGN (W1-9R)	80	EA	0	\$ -	\$ -	28	1.00	\$ 115.00	\$ 115.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ 115.00	
WILDLIFE REFUGE SIGN	81	EA	0	\$ -	\$ -	28	3.00	\$ 575.00	\$ 1,725.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ 1,725.00	
CEMENT STABILIZED BACKFILL	82	CY	0	\$ -	\$ -	28	133.00	\$ 60.00	\$ 7,980.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ 7,980.00	
PREP R.O.W.	83	LS	0	\$ -	\$ -	28	1.00	\$ 900.00	\$ 900.00	0.00	1.00	1.00	\$ -	\$ 900.00	\$ 900.00	\$ -	
AUTODIALER, ALARM SYSTEM	84	EA	0	\$ -	\$ -	28	1.00	\$ 14,000.00	\$ 14,000.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ 14,000.00	
2 1/2" DIA PIPE RAIL TERMINAL	85	LF	0	\$ -	\$ -	28	199.00	\$ 40.00	\$ 7,960.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ 7,960.00	
SECURITY GRATE & FRAME (IRRIGATION CANAL)	86	LS	0	\$ -	\$ -	28	1.00	\$ 45,000.00	\$ 45,000.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ 45,000.00	
CONCRETE HEADERS (2)	87	CY	0	\$ -	\$ -	28	11.00	\$ 400.00	\$ 4,400.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ 4,400.00	
SAFETY TRENCH PROTECTION	88	LF	0	\$ -	\$ -	28	250.00	\$ 1.00	\$ 250.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ 250.00	
MBGF 10' RADIUS	89	EA	0	\$ -	\$ -	28	4.00	\$ 250.00	\$ 1,000.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ 1,000.00	
SECURITY GRATE FOOTING (ALT #1) (12" DRILLED SHAFT) (2'-0" DIA)	90	EA	0	\$ -	\$ -	28	7.00	\$ 1,100.00	\$ 7,700.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ 7,700.00	
STEEL CASING (6" DIA) (2" GAS LINE PENETRATION OF WALL)	91	LS	0	\$ -	\$ -	28	1.00	\$ 800.00	\$ 800.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ 800.00	
STONE RIP RAP (TY R; DRY) (18" THICK) (RIVERSIDE LEVEE SLOPE PROTECTION)	92	CY	0	\$ -	\$ -	28	222.00	\$ 120.00	\$ 26,640.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ 26,640.00	
			0	\$ -	\$ -			\$ -	\$ -	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	

ORIGINAL CONTRACT AMOUNT: \$ 11,980,892.00
NET CHANGES BY CHANGE ORDER(S) \$ (160,875.61)
TOTAL CONTRACT AMOUNT TO DATE \$ 11,820,016.39

Estimated % Project Completion to Date: 93.64%

LESS RETAINAGE @ 10% \$ 1,106,822.63 \$ 15,933.75
RELEASED RETAINAGE PR #10 \$ 515,843.33 \$ -
RELEASED RETAINAGE PR #16 \$ 287,522.78 \$ -
LESS Previous Requests for Payments \$ 10,621,366.10 \$ -
DEFECTIVE WORK CO NO. 27 \$ (2,595.18) \$ (2,595.18)

TOTAL AMOUNT DUE THIS REQUEST \$ 140,808.59 \$ 140,808.59

TOTAL COMPLETE TO-DATE \$ 10,908,888.87 \$ 11,068,226.39 \$ 159,337.52 \$ 751,790.00
TOTAL CURRENT CONTRACT EARNED

AI-24355

9.

overtime cash payment

DRAINAGE DISTRICT

Date: 12/13/2010

Submitted By: Sylvia Sanchez, DRAINAGE DISTRICT

Submitted For: Sylvia Sanchez

Department: DRAINAGE DISTRICT

Information

CAPTION

Discussion and action to approve cash payment to eight (8) additional eligible District employees for overtime hours worked during Federal and/ State declared disaster including overtime hours worked during Hurricane Alex.

BACKGROUND

Fiscal Impact

Attachments

Link: [Overtime Hours](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/09/2010 10:09 AM	APRV
2	Roland Garcia	Rolando Garcia	12/09/2010 04:21 PM	APRV
3	Perla Lopez	Perla Lopez	12/09/2010 04:28 PM	APRV
4	Final Approval		12/10/2010 08:02 AM	NEW

Form Started By: Sylvia Sanchez

Started On: 12/09/2010 07:50 AM

Final Approval Date: 12/10/2010

Employee ID	Employee Last Name		Hours to be
	Name	First, MI Name	Paid
150075	GUEL	JOSE	46.63
096164	LOREDO	RICARDO	40.00
090425	MORENO	ELEAZAR	40.00
150330	POMPA	RENE	66.00
051608	RIVERA	GUADALUPE	28.13
139874	RODRIGUEZ	NICOLAS	50.00
092312	REGINO	GEORGE	53.50
104361	SAENZ	AURELIO	<u>79.89</u>
			404.15

Post-it® Fax Note		7671	Date	2-9-10	# of pages	1
To	Terla		From	Aylwin		
Co./Dept	HC		Co.	HCDD		
Phone #	5419		Phone #	5802		
Fax #	292-7035		Fax #	292-7088		

**Pharr McAllen So Drain
DRAINAGE DISTRICT**

Date: 12/13/2010

Submitted By: Sylvia Sanchez, DRAINAGE DISTRICT

Submitted For: Sylvia Sanchez

Department: DRAINAGE DISTRICT

Information

CAPTION

Discussion and action on Supplemental Agreement #1 for drainage improvements to Pharr McAllen South Drain. (ORCA funding not readily available)

BACKGROUND

Fiscal Impact

Attachments

Link: [Supplemental Agreement](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/09/2010 02:38 PM	APRV
2	Perla Lopez	Angela Garcia	12/09/2010 04:03 PM	APRV
3	Manuel Chapa	Angela Garcia	12/10/2010 07:41 AM	APRV
4	Perla Lopez	Perla Lopez	12/10/2010 07:47 AM	APRV
5	Final Approval		12/10/2010 08:02 AM	NEW

Form Started By: Sylvia Sanchez

Started On: 12/09/2010 02:15 PM

Final Approval Date: 12/10/2010

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 Article 8 of the **Agreement** made by and between the **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**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the 30th day of January 2008 concerning professional engineering services for the anticipated duration of the planning, preliminary engineering, final design and construction of *improvements to the Pharr McAllen South Drain* (incorporated herein by reference as the "**Project**"); and,

WHEREAS, **Article 3** of the **Agreement**, Period of Service, establishes, in paragraph 3.1, the termination date of the **Agreement**; and,

WHEREAS, it has become necessary to amend the **Agreement** to extend the termination date.

AGREEMENT

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

- I. Article 3, paragraph 3.1 of the **Agreement** is revised to extend the termination date to close of business December 31, 2012.


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 7th day of **December 2010**.

THE ENGINEER:
S&B INFRASTRUCTURE, LTD.

THE OWNER:
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: 
Daniel O. Rios, PE, Senior Vice-President


BY: _____
Ramon Garcia, Chairman of the Board

LIST OF ATTACHMENTS
None

Hidalgo County Drainage District No. 1 / S&B Infrastructure, Ltd.
Agreement for Professional Services – Pharr-McAllen South Drain

2nd Amendment to Interlocal Agreement with Co. for acct./procurement services

DRAINAGE DISTRICT

Date: 12/13/2010

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Discussion and action on approving the 2nd Amendment to Interlocal Agreement dated 9/20/05 for accounting and procurement services to be provided to the Hidalgo County Drainage District No. 1 by Hidalgo County.

BACKGROUND

Fiscal Impact

Attachments

Link: [draft](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/10/2010 07:54 AM	APRV
2	Perla Lopez	Perla Lopez	12/10/2010 08:00 AM	APRV
3	Final Approval		12/10/2010 08:02 AM	NEW
Form Started By: Monica Badillo			Started On: 12/09/2010 07:57 PM	
Final Approval Date: 12/10/2010				

STATE OF TEXAS §

COUNTY OF HIDALGO §

**SECOND AMENDMENT TO
INTERLOCAL COOPERATION AGREEMENT**

This Second Amendment to Interlocal Cooperation Agreement is entered into by and between Hidalgo County Drainage District No. 1 (“District”) and Hidalgo County (“County”) effective as of the 1st day of January, 2011;

WHEREAS, on the 20th day of September, 2005, the District entered into an Interlocal Cooperation Agreement (the “Agreement”) with County for accounting and procurement services to be provided to District by County; and

WHEREAS, the parties in the Amendment to Interlocal Cooperation Agreement dated the ____ day of _____, 2007 mutually agreed to delete certain services and amended the compensation to County from District for such services, and to continue the Agreement under all other terms, conditions and covenants contained therein.

WHEREAS, the Parties now desire to add certain services provided by County of District.

NOW THEREFORE, for the mutual consideration expressly herein, District and County agree as follows:

1. That certain Interlocal Cooperation Agreement by and between the parties dated January 17, 2006 is terminated effective as of the effective date of this Second Amendment to Interlocal Cooperation Agreement.
2. The following paragraph shall be inserted into the Agreement as paragraph 1E:

The County Purchasing Department shall provide District upon request, assistance in procurement, availability of prior years procurement services records and equipment surplus services including but not limited to inventory and auction services information and records.
3. The following paragraph shall be inserted into the Agreement as paragraph 1F:

The County Auditor's office shall review and examine all claims, bills and/or accounts of District, provide accounting services for all grants of District, conduct audits of District's financial records as may be requested by District, prepare financial statements for District and provide District upon request such other accounting services as District my request.

4. Numbered paragraph 1.B shall be deleted in its entirety and the following inserted in lieu thereof:

The County Treasurer's office shall prepare the District payroll and all related reports required and shall serve as the District's Investment Officer until otherwise directed by District and shall hold, deposit, disburse, and invest District funds as the District may direct and provide District such other services as District requests.

5. Exhibit A to the Agreement is deleted in its entirety and the following Exhibit A is inserted in lieu thereof:

Exhibit A

For performing the duties set forth in numbered paragraph 1 under this Agreement, District agrees to compensate County at hourly rates as may from time to time be agreed by District and County but in no event shall the total compensation paid by District under this Agreement in any twelve month period exceed the sum of _____ Dollars (\$000,000,00). Such agreed to hourly rates shall be in writing, signed and dated by the manager of the District and the department head of the department of County furnishing such services. The department head shall compute the hourly rate such that County receives no less than the actual cost to County of the services provided.

6. Except as modified herein, all terms and conditions of the Agreement and the Amendment to the Agreement, as amended, remain in full force and effect and the District and County ratify and confirm the terms and provisions of the Interlocal Cooperation Agreement and the Amendment to the Interlocal Agreement Cooperation Agreement as hereby amended.

EXECUTED on the _____ day of _____, 2010.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1:

Ramon Garcia, Chairman Board of Directors

HIDALGO COUNTY:

Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo Jr., County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, LLP

By: _____
Stephen L. Crain

DRAFT