

AI-24881

4.

**Proposed and Recommended-Administrative Changes-Blue Cross Blue Shield Medical Plan  
DRAINAGE DISTRICT**

Date: 01/25/2011  
Submitted By: Yolanda Velasquez, PURCHASING DEPT.  
Submitted For: Marty Salazar  
Department: PURCHASING DEPT.

Information

CAPTION

Discussion and consideration to approve proposed and recommended Administrative Changes attached hereto to Hidalgo County's current Blue Cross Blue Shield Medical Plan Group presented by Gary Looney, Alamo Insurance Group-Hidalgo County's Group Health Consultant with an effective date of February 01, 2011.

BACKGROUND

Fiscal Impact

Attachments

Link: [GARY'S MEMO](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/19/2011 04:38 PM	APRV
2	Perla Lopez	Perla Lopez	01/21/2011 10:28 AM	APRV
3	Final Approval	Angela Garcia	01/21/2011 05:21 PM	APRV
Form Started By: Yolanda Velasquez			Started On: 01/18/2011 02:44 PM	
Final Approval Date: 01/21/2011				

# Gary R. Looney, REBC

3201 Cherry Ridge Drive

Suite D 405

San Antonio, Texas 78230

Phone: (210) 524-7104 Fax: (210) 524-7183

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## Memorandum

Date : 1/11/2011  
To : Hidalgo County Commissioner's Court  
From : Gary Looney REBC  
RE : Administrative Changes for Blue Cross Blue Shield Medical Plan

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### PROPOSED BENEFIT CHANGES:

1. Spouse, require marriage certificate and or common law certificate
2. Dependent Children, must establish dependency, by providing documentation;  
Natural Child(ren) - birth certificate, Social Security number.  
Adopted Child(ren) - must provide legal adoption papers.  
Foster Child(ren) - legal document.  
Step Child(ren) - legal guardianship, power of attorney.  
Court Order - request form from the AG.
3. DELETE –“who is dependent upon you for more than one-half of his support as defined by the Internal Revenue Code of the United States. “
4. RETIREES - Grandfather current retirees under the plan. They will continue as currently enrolled.
5. NEW retirees effective 2/1/2011, retirees and dependents, age 65 and over once they become eligible for Medicare County's coverage will terminate. Retired employee must enroll in Medicare upon retirement to maintain continuity of coverage under Medicare.
6. Flu shots to be covered at 100%.
7. A 90 day supply of medications to be dispensed at a retail pharmacy at the mail order co-pays.
8. Pay Emergency Room/Physician charges based on billed amount when services are performed as a result of accidental injury or life threatening illness.

I have reviewed the requested plan changes and recommend that the Court approve the changes effective February 1, 2011.

Sincerely,

Gary Looney  
Sr VP Alamo Insurance Group

**Ballenger Final Pay Requests and Release Retainage  
DRAINAGE DISTRICT**

Date: 01/25/2011  
Submitted By: Minerva Luna, DRAINAGE DISTRICT  
Department: DRAINAGE DISTRICT

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Information

CAPTION

- A. Request approval of Payment Request to Ballenger Construction Company for Final Payment and Final Release of Retainage plus interest on DHS Segment 0-4A Payment Request No. 21D (3.87 miles).
- B. Request approval of Payment Request to Ballenger Construction Company for Final Payment and Final Release of Retainage plus interest on DHS Segment 0-5 Payment Request No. 17 (1.76 miles).
- C. Request approval of Payment Request to Ballenger Construction Company for Final Payment and Final Release of Retainage plus interest on DHS Segment 0-6A Payment Request No. 17D (2.59 miles).
- D. Request approval to process manual checks to Ballenger Construction Company for the above mentioned projects pending the approval of County Auditor and Department of Homeland Security (DHS) and pending the electronic transfer of funds from the Department of Payment Management (DPM).
- E. Request approval of Payment Request to Ballenger Construction Company for Final Payment and Final Release of Retainage plus interest on Mission Levee Improvement Project Banker Weir to Inspiration Rd. Payment Request No. 22B 3.74 miles).
- F. Request approval of Payment Request No. to Ballenger Construction Company for Final Payment and Final Release of Retainage plus interest on Common Levee Dike Improvement Project Payment Request No. 19B (5.30 miles).
- G. Request approval to process manual checks to Ballenger Construction Company for the above mentioned projects pending completion of the audit process.

BACKGROUND

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Fiscal Impact

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Attachments

- Link: [DHS 0-4A PR 21D](#)
- Link: [DHS 0-5 PR 17](#)
- Link: [DHS 0-6A PR 17D](#)

Link: [Banker Weir PR 22B](#)

Link: [Common Levee PR 19B](#)

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### Form Routing/Status

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Erika Zamora	01/21/2011 10:00 AM	APRV
2	Perla Lopez	Perla Lopez	01/21/2011 11:00 AM	APRV
3	Final Approval		01/21/2011 05:21 PM	NEW
Form Started By: Minerva Luna			Started On: 01/21/2011 08:26 AM	
Final Approval Date: 01/21/2011				

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

REQUEST FOR PAYMENT
DHS SEGMENT 9-4A (1.87 MILES)
BALLENGER CONSTRUCTION COMPANY
2200 W. FM 599
HARLINGEN, TEXAS 78550

REQUEST FOR FINAL PAYMENT NO. 210

Project Number: 4287-03.1.87.MILES
Date: 1/19/2011

CONTRACT NO. 09-03-09-30
WORK THRU: 4/15/2010-1/19/2011

PROGRESS BILLING WORKSHEET - NO. 1

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

ORIGINAL CONTRACT AMOUNT: \$ 39,809,830.95
NET CHANGES BY CHANGE ORDER(S) (255,220.82)
TOTAL CONTRACT AMOUNT TO DATE: \$ 39,554,610.13

Estimated % Project Completion to Date: 100.00%
LESS RETAINED @ 10%
RELEASED 90% OF REMAINING RETAINAGE TO DATE
RELEASED 90% OF REMAINING RETAINAGE TO DATE

Contractor: BALLENGER CONSTRUCTION COMPANY

CERTIFICATION OF CONTRACTOR
According to the best of my knowledge and belief, I certify that all items and amounts shown on the face of this Application for Payment are correct; that all work has been performed and/or material supplied in accordance with the requirements of the referenced Contract and / or duly authorized deviations, substitutions, alterations, and/or additions; that the foregoing is a true and correct statement of the Contract Amount to date 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 complied with all the labor provision of said contract.

Signed: [Signature] Date: 1-19-11
Title: JOE CHARLES BALLENGER, JR. C.E.O.

Instructions: Contractor's Certification No. 2 is to be executed for all requests for payments after the first. Retain all requests for payments.
CONTRACTOR'S Certification No. 2:
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from Owner on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through... with Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interest or encumbrances; and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Notary Public: ELAINE PILAR CASTILLO
My Commission Expires: August 20, 2013

Engineer: DANIEL BAUM ENGINEERING McALLEN-LLC

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

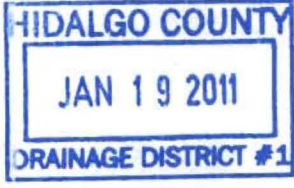
Inspector: [Signature] Date: 1/19/11
Title: DOS LOGISTICS INSPECTOR

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.

Engineer: [Signature] Date: 1/19/2011
Title: RICHARD D. SEITZ, P.E. RESIDENT PROJECT REPRESENTATIVE

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

Owner: RAMON GARCIA
Chairman of the Board





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

REQUEST FOR PAYMENT  
DHS SEGMENT 0-4A (3.87 MILES)  
BALLENGER CONSTRUCTION COMPANY

24200 N. FM 509  
HARLINGEN, TEXAS 78550

REQUEST FOR FINAL PAYMENT NO. 21D

Project Number: 4287-03 3.87 MILES

Date: 1/19/2011

CONTRACT NO. 08-023-09-30

WORK THRU: 4/25/2010-1/19/2011

PROGRESS BILLING WORKSHEET - NO. 1

JOE CHARLES BALLENGER, JR. PRESIDENT	ITEM NO	UNIT	TOTAL QUANTITY	BID UNIT PRICE	TOTAL BID PRICE	CHANGE ORDERS				UNIT QTY. COMPLETE PRIOR INVOICES	UNIT QTY. COMPLETE THIS PERIOD	UNIT QTY. COMPLETE TO DATE	AMOUNT PRIOR INVOICES	AMOUNT COMPLETE TO DATE	AMOUNT DUE THIS INVOICE	BALANCE TO COMPLETE
						NO.	QTY. +/-	UNIT PRICE +/-	VARIANCE AMOUNT +/-							
TEMP EROSION CONTROL (FILTER FABRIC FENCE )	1	LF	45,650	\$ 2.15	\$ 98,147.50	27	41,000.00	\$ 2.15	\$ (9,997.50)	45,650.00	-4,650.00	41,000.00	98,147.50	88,150.00	(9,997.50)	-
TEMP EROSION CONTROL (CONST EXIT / ENTR)	2	EA	1	\$ 2,500.00	\$ 2,500.00	21	0.00	\$ 2,500.00	\$ (2,500.00)	0.00	0.00	0.00	-	-	-	-
REMOVE EXIST. PEA GRAVEL TRAVELWAY (2 IN TO 6 IN)	3	STA	205	\$ 469.86	\$ 96,321.30					205.00	0.00	205.00	96,321.30	96,321.30	-	-
EXCAVATE ( EXIST LEVEE EMBANKMENT)	4	CY	131,145	\$ 12.00	\$ 1,573,740.00	4B,27	129,646.00	\$ 12.00	\$ (17,988.00)	132,187.00	-2,541.00	129,646.00	1,586,244.00	1,555,752.00	(30,492.00)	-
EXCAVATE ( EXIST LEVEE EMBANKMENT)	*4	CY	0	\$ -	\$ -	27	115.59	\$ 12.00	\$ 1,387.08	0.00	115.59	115.59	-	1,387.08	1,387.08	-
TRENCH EXCAVATION PROTECTION	5	LF	589	\$ 11.35	\$ 6,685.15	27	568.00	\$ 11.35	\$ (238.35)	589.00	-21.00	568.00	6,685.15	6,446.80	(238.35)	-
TEMPORARY SPECIAL SHORING	6	SF	246,000	\$ 5.00	\$ 1,230,000.00	4B	244,800.00	\$ 5.00	\$ (6,000.00)	244,800.00	0.00	244,800.00	1,224,000.00	1,224,000.00	-	-
TEMPORARY SPECIAL SHORING	*6	SF	0	\$ -	\$ -	27	216.81	\$ 5.00	\$ 1,084.05	0.00	216.81	216.81	-	1,084.05	1,084.05	-
CONCRETE COLLAR (18 IN)	7	EA	12	\$ 846.91	\$ 10,162.92	17	22.00	\$ 846.9100	\$ 8,469.10	12.00	10.00	22.00	10,162.92	18,632.02	8,469.10	-
CONCRETE COLLAR (24 IN)	8	EA	3	\$ 863.73	\$ 2,591.19					3.00	0.00	3.00	2,591.19	2,591.19	-	-
STONE RIP RAP	9	CY	750	\$ 50.84	\$ 38,130.00	27	363.00	\$ 50.84	\$ (19,675.08)	750.00	-387.00	363.00	38,130.00	18,454.92	(19,675.08)	-
CONSTRUCT GATE WELL STRUCTURE W/ SLUICE GATE, HATCH, LADDER & APPURTENANCES.	10	EA	9	\$ 41,070.89	\$ 369,638.01					9.00	0.00	9.00	369,638.01	369,638.01	-	-
RETAINING WALL (STEM)	11	CY	16,525	\$ 741.19	\$ 12,248,164.75	2,4B,6,7,8,9,14,27,28,29,30,31	16,315.68	\$ 750.992898243	\$ 4,795.06	16,159.68	156.00	16,315.68	11,977,393.22	12,252,959.81	275,566.59	-
RETAINING WALL (STEM)	*11	CY	0	\$ -	\$ -	27	14.56	\$ 741.190000000	\$ 10,791.73	0.00	14.56	14.56	-	10,791.73	10,791.73	-
RETAINING WALL (FOOTING)	12	CY	23,511	\$ 450.00	\$ 10,579,950.00	3A,4B,6,8,14,27,29,31	23,865.18	\$ 451.330000003	\$ 191,121.69	23,958.54	-93.36	23,865.18	10,781,343.00	10,771,071.69	(10,271.31)	-
RETAINING WALL (FOOTING)	*12	CY	0	\$ -	\$ -	27	20.72	\$ 450.000000000	\$ 9,324.00	0.00	20.72	20.72	-	9,324.00	9,324.00	-
RETAINING WALL (KEY)	13	CY	1,519	\$ 760.90	\$ 1,155,807.10	4B,6,8,14,27,31	1,507.00	\$ 760.899993364	\$ (9,130.81)	1,511.72	-4.72	1,507.00	1,150,267.75	1,146,676.29	(3,591.46)	-
RETAINING WALL (KEY)	*13	CY	0	\$ -	\$ -	27	1.34	\$ 760.900000000	\$ 1,019.61	0.00	1.34	1.34	-	1,019.61	1,019.61	-
PERFORATED UNDERDRAIN PIPE ( 6 IN.)(PVC)	14	LF	20,429	\$ 16.39	\$ 334,831.31	4B	20,332.00	\$ 16.39	\$ (1,589.83)	20,332.00	0.00	20,332.00	333,241.48	333,241.48	-	-
PREFABRICATED SOIL DRAINAGE MAT	15	SF	282,960	\$ 2.36	\$ 667,785.60	4B,27	280,993.00	\$ 2.36	\$ (4,642.12)	281,503.00	-510.00	280,993.00	664,347.08	663,143.48	(1,203.60)	-
PREFABRICATED SOIL DRAINAGE MAT	*15	SF	0	\$ -	\$ -	27	249.39	\$ 2.36	\$ 588.56	0.00	249.39	249.39	-	588.56	588.56	-
AGGREGATE DRAIN MATERIAL	16	CY	3,050	\$ 35.17	\$ 107,268.50	4B,27	3,026.00	\$ 35.17	\$ (844.08)	3,036.00	-10.00	3,026.00	106,776.12	106,424.42	(351.70)	-
AGGREGATE DRAIN MATERIAL	*16	CY	0	\$ -	\$ -	27	2.54	\$ 35.17	\$ 89.33	0.00	2.54	2.54	-	89.33	89.33	-
REMOVE (EXIST SLUICE GATE VALVES)& PROP NEW (5 FT X 6 FT) BOX	17	EA	1	\$ 77,883.93	\$ 77,883.93					1.00	0.00	1.00	77,883.93	77,883.93	-	-
PREPARATION RIGHT OF WAY	18	STA	205	\$ 17,477.14	\$ 3,582,813.70					205.00	0.00	205.00	3,582,813.70	3,582,813.70	-	-
REMOVE PIPE (18 IN) RCP	19	LF	414	\$ 8.75	\$ 3,622.50					414.00	0.00	414.00	3,622.50	3,622.50	-	-
REMOVE EXIST PIPE (24 IN)	20	LF	134	\$ 20.82	\$ 2,789.88					134.00	0.00	134.00	2,789.88	2,789.88	-	-
REMOVE EXIST HEADWALL (18 IN)	21	EA	7	\$ 1,811.49	\$ 12,680.43					7.00	0.00	7.00	12,680.43	12,680.43	-	-
REMOVE EXIST HEADWALL (24 IN)	22	EA	1	\$ 1,811.47	\$ 1,811.47					1.00	0.00	1.00	1,811.47	1,811.47	-	-
REMOVE EXIST LEVEE ACCESS GATE	23	EA	10	\$ 624.89	\$ 6,248.90					10.00	0.00	10.00	6,248.90	6,248.90	-	-
REMOVE EXIST GATEWELL	24	EA	9	\$ 3,640.46	\$ 32,764.14					9.00	0.00	9.00	32,764.14	32,764.14	-	-
STAND PIPE (TO BE CAPPED IN PLACE)	25	EA	1	\$ 604.35	\$ 604.35					1.00	0.00	1.00	604.35	604.35	-	-
EXIST 12 IN STAND PIPE (TO BE RELOCATED)	26	EA	1	\$ 1,378.14	\$ 1,378.14					1.00	0.00	1.00	1,378.14	1,378.14	-	-
CAPPED EXISTING GATE WELL STRUCTURES AND SALVAGE SLUICE GATE ASSEMBLIES	27	EA	1	\$ 1,135.51	\$ 1,135.51					1.00	0.00	1.00	1,135.51	1,135.51	-	-
EMBANKMENT (EXCAVATED EXIST EMBANKMENT MATERIAL)	28	CY	178,448	\$ 7.75	\$ 1,382,972.00	4B,27	129,646.00	\$ 7.75	\$ (378,215.50)	179,624.00	-49,978.00	129,646.00	1,392,086.00	1,004,756.50	(387,329.50)	-
EMBANKMENT (EXCAVATED EXIST EMBANKMENT MATERIAL)	*28	CY	0	\$ -	\$ -	27	157.28	\$ 7.75	\$ 1,218.92	0.00	157.28	157.28	-	1,218.92	1,218.92	-
BORROW (OFF- SITE LEVEE GRADE MATERAIL)	29	CY	47,303	\$ 11.62	\$ 549,660.86	27	66,236.00	\$ 11.62	\$ 220,001.46	47,303.00	18,933.00	66,236.00	549,660.86	769,662.32	220,001.46	-
BORROW (OFF- SITE LEVEE GRADE MATERAIL)	*29	CY	0	\$ -	\$ -	27	41.69	\$ 11.62	\$ 484.44	0.00	41.69	41.69	-	484.44	484.44	-
CONC. RIP RAP CL-B (SLOPE PROTECTION)	30	CY	200	\$ 326.09	\$ 65,218.00	27	122.00	\$ 326.09	\$ (25,435.02)	200.00	-78.00	122.00	65,218.00	39,782.98	(25,435.02)	-
CONCRETE PAD (4 FT X 4 FT)	31	EA	40	\$ 301.92	\$ 12,076.80					40.00	0.00	40.00	12,076.80	12,076.80	-	-
CONCRETE HEADER (2 FT X 3 FT)	32	LF	440	\$ 63.16	\$ 27,790.40					440.00	0.00	440.00	27,790.40	27,790.40	-	-
CONC. SHOULDER (2 FT)	33	LF	160	\$ 32.34	\$ 5,174.40	4B,21	0.00	\$ 32.34	\$ (5,174.40)	0.00	0.00	0.00	-	-	-	-
FURNISHING & PLACING TOPSOIL (SALVAGED MATERIAL)	34	STA	145	\$ 258.51	\$ 37,483.95					145.00	0.00	145.00	37,483.95	37,483.95	-	-

FURNISHING & PLACING TOPSOIL (NEW)	35	STA	60	\$	406.61	\$	24,396.60			\$	-	60.00	0.00	60.00	24,396.60	24,396.60	-	-	
FLEXBASE (NEW) (CALICHE) (TY D GR 6) (6 IN)	36	CY	16,500	\$	20.60	\$	339,900.00	27	15,838.00	\$	20.60	\$	(13,637.20)	16,500.00	-662.00	15,838.00	339,900.00	326,262.80	(13,637.20)
FLEXBASE (NEW) (CALICHE) (TY D GR 6) (6 IN) (MAINTENANCE RD)	*36	CY	0	\$	-	\$	-	27	6.67	\$	20.60	\$	137.40	0.00	6.67	6.67	-	137.40	137.40
FLEXBASE (NEW) (CALICHE) (TY D GR 6) (6 IN) (PERIMETER RD)	*36	CY	0	\$	-	\$	-	27	6.67	\$	20.60	\$	137.40	0.00	6.67	6.67	-	137.40	137.40
FLEXBASE (NEW) (CALICHE) (TY D GR 6) (8 IN)	37	CY	1,780	\$	20.60	\$	36,668.00	27	1,917.00	\$	20.60	\$	2,822.20	1,780.00	137.00	1,917.00	36,668.00	39,490.20	2,822.20
HYDRO MULCH SEEDING	38	SY	172,847	\$	0.48	\$	82,966.56	27	146,799.00	\$	0.48	\$	(12,503.04)	172,847.00	-26,048.00	146,799.00	82,966.56	70,463.52	(12,503.04)
REINF. CONC. PIPE (18 IN) (CL V)	39	LF	390	\$	57.18	\$	22,300.20	17	478.00	\$	57.18	\$	5,031.84	390.00	88.00	478.00	22,300.20	27,332.04	5,031.84
REINF. CONC. PIPE (24 IN) (CL V)	40	LF	126	\$	69.42	\$	8,746.92			\$	-	\$	-	126.00	0.00	126.00	8,746.92	8,746.92	-
REINF. CONC. BOX (5' X 6')	41	LF	16	\$	1,211.37	\$	19,381.92			\$	-	\$	-	16.00	0.00	16.00	19,381.92	19,381.92	-
CONC. HEADWALL (18 IN)	42	EA	7	\$	3,900.93	\$	27,306.51			\$	-	\$	-	7.00	0.00	7.00	27,306.51	27,306.51	-
CONC. HEADWALL (24 IN)	43	EA	1	\$	4,143.89	\$	4,143.89			\$	-	\$	-	1.00	0.00	1.00	4,143.89	4,143.89	-
CONC. WINGWALL	44	EA	1	\$	6,482.03	\$	6,482.03	27	0.00	\$	6,482.03	\$	(6,482.03)	1.00	-1.00	0.00	6,482.03	-	(6,482.03)
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (6 FT) (INCLUDE S GROUT/CONC & REINF STEEL)	46	EA	5,853	\$	58.08	\$	339,942.24	2,27	5,977.00	\$	58.08	\$	7,201.92	5,889.00	88.00	5,977.00	342,033.12	347,144.16	5,111.04
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (7 FT) (INCLUDE S GROUT/CONC & REINF STEEL)	47	EA	3,407	\$	58.08	\$	197,878.56	2	3,344.00	\$	58.08	\$	(3,659.04)	3,344.00	0.00	3,344.00	194,219.52	194,219.52	-
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (9 FT) (INCLUDE S GROUT/CONC & REINF STEEL)	48	EA	677	\$	58.17	\$	39,381.09	2	505.00	\$	58.17	\$	(10,005.24)	505.00	0.00	505.00	29,375.85	29,375.85	-
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (10 FT) (INCLUDE S GROUT/CONC & REINF STEEL)	49	EA	865	\$	58.17	\$	50,317.05	2	873.00	\$	58.17	\$	465.36	873.00	0.00	873.00	50,782.41	50,782.41	-
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (20 FT) (INCLUDE S GROUT/CONC & REINF STEEL)	50	EA	1019	\$	58.08	\$	59,183.52	2,27	1,430.00	\$	58.08	\$	23,870.88	1,537.00	-107.00	1,430.00	89,268.96	83,054.40	(6,214.56)
BOLLARD (SUPPLY, CUT & WELD ANGLE IRON SUPPORTS) (4 IN X 4 IN X 1/4 IN & FT)	51	LF	13,051	\$	11.08	\$	144,605.08	2	13,816.00	\$	11.08	\$	8,476.20	13,816.00	0.00	13,816.00	153,081.28	153,081.28	-
BOLLARD (SUPPLY, CUT & WELD FLAT BAR SUPPORTS) (4 IN X 1/2 IN)	52	LF	12,022	\$	4.10	\$	49,290.20			\$	-	\$	-	12,022.00	0.00	12,022.00	49,290.20	49,290.20	-
SIGNS	53	EA	2	\$	550.00	\$	1,100.00			\$	-	\$	-	2.00	0.00	2.00	1,100.00	1,100.00	-
CAT OPENING	54	EA	10	\$	11.52	\$	115.20	21	0.00	\$	11.52	\$	(115.20)	0.00	0.00	0.00	-	-	-
ANTI-CLIMBING FENCE	55	EA	10	\$	11.52	\$	115.20			\$	-	\$	-	10.00	0.00	10.00	115.20	115.20	-
INSTALL LEVEE ACCESS GATE	56	EA	1	\$	7,182.39	\$	7,182.39			\$	-	\$	-	1.00	0.00	1.00	7,182.39	7,182.39	-
INSTALL PROPERTY GATE	57	EA	1	\$	7,182.39	\$	7,182.39	5,22	3.00	\$	7,182.39	\$	14,364.78	2.00	1.00	3.00	14,364.78	21,547.17	7,182.39
WOVEN WIRE FENCE	58	LF	1,693	\$	12.00	\$	20,316.00	27	1,813.00	\$	12.00	\$	1,440.00	1,693.00	120.00	1,813.00	20,316.00	21,756.00	1,440.00
WOVEN WIRE FENCE (TO BE REMOVED)	59	LF	4,000	\$	2.96	\$	11,840.00	27	2,036.00	\$	2.96	\$	(5,813.44)	4,000.00	-1,964.00	2,036.00	11,840.00	6,026.56	(5,813.44)
FLAP GATES W/ WALL PIPE & TEE (6 IN)	60	EA	40	\$	1,343.71	\$	53,748.40			\$	-	\$	-	40.00	0.00	40.00	53,748.40	53,748.40	-
MOBILIZATION, BONDS AND INSURANCE	61	LS	1	\$	3,582,814.59	\$	3,582,814.59			\$	-	\$	-	1.00	0.00	1.00	3,582,814.59	3,582,814.59	-
DEWATERING	62	LF	20,429	\$	15.37	\$	313,993.73	20	82.00	\$	15.37	\$	(312,733.39)	82.00	0.00	82.00	1,260.34	1,260.34	-
TRAFFIC CONTROL PLAN	63	MO	3	\$	10,833.33	\$	32,499.99	27	0.00	\$	10,833.33	\$	(32,499.99)	3.00	-3.00	0.00	32,499.99	-	(32,499.99)
BARBWIRE FENCE	64	LF	0	\$	-	\$	-	5	1,735.00	\$	11.00	\$	19,085.00	1,735.00	0.00	1,735.00	19,085.00	19,085.00	-
LOWER EXISTING 2 INCH WATERLINE	65	LS	0	\$	-	\$	-	10	1.00	\$	2,660.75	\$	2,660.75	1.00	0.00	1.00	2,660.75	2,660.75	-
STRUCTURAL SLAB (24 IN RCP) (CLASS C)	66	CY	0	\$	-	\$	-	6, 8	5.04	\$	446.10	\$	2,248.34	5.04	0.00	5.04	2,248.34	2,248.34	-
GATE MODIFICATION FROM 20' TO 40' OPENING	67	LS	0	\$	-	\$	-	12,13	2.00	\$	16,332.72	\$	32,665.44	2.00	0.00	2.00	32,665.44	32,665.44	-
REMOVE AND RELOCATE FLAP GATE	68	EA	0	\$	-	\$	-	15	3.00	\$	550.00	\$	1,650.00	3.00	0.00	3.00	1,650.00	1,650.00	-
CONCRETE HEADWALL FOR FLAP GATE	69	EA	0	\$	-	\$	-	15	3.00	\$	900.00	\$	2,700.00	3.00	0.00	3.00	2,700.00	2,700.00	-
6" P.V.C. W/ M.L. X F.L. ADAPTER	70	LF	0	\$	-	\$	-	15	127.00	\$	5.50	\$	698.50	127.00	0.00	127.00	698.50	698.50	-
REMOVE AND RELOCATE CONCRETE HEADWALL	71	EA	0	\$	-	\$	-	17	5.00	\$	311.58	\$	1,557.90	0.00	5.00	5.00	1,557.90	1,557.90	-
METAL BEAM GUARD FENCE	72	LF	0	\$	-	\$	-	16	575.00	\$	21.50	\$	12,362.50	0.00	575.00	575.00	12,362.50	12,362.50	-
TERMINAL ANCHOR SECTION	73	EA	0	\$	-	\$	-	16,27	6.00	\$	600.00	\$	3,600.00	0.00	6.00	6.00	3,600.00	3,600.00	-
GATE MODIFICATION FROM 40' TO 20' OPENING	74	LS	0	\$	-	\$	-	18A	1.00	\$	30,107.30	\$	30,107.30	0.00	1.00	1.00	30,107.30	30,107.30	-
MATERIALS ON HAND																			

TOTAL COMPLETE TO-DATE \$ 39,520,631.37  
TOTAL CURRENT CONTRACT EARNED \$ 33,779.06  
CONTRACT BALANCE TO COMPLETE \$ -

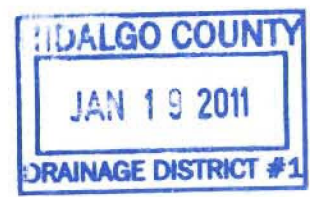
ORIGINAL CONTRACT AMOUNT: \$ 39,809,630.95  
NET CHANGES BY CHANGE ORDER(S) \$ (255,220.52)  
TOTAL CONTRACT AMOUNT TO DATE \$ 39,554,410.43

Estimated % Project Completion to Date: 100.00%

Substantial Completion Liquidated Damages: Current Days: 0 To Date Days: 124  
Final Completion Liquidated Damages: Current Days: 0 To Date Days: 66

LESS RETAINAGE @ 10% \$ 3,955,441.04 \$ 3,377.91  
RELEASED RETAINAGE PR #14 \$ 1,965,882.80 \$ -  
RELEASED 50% OF REMAINING RETAINAGE TO DATE \$ 993,035.17 \$ -  
RELEASED OF REMAINING RETAINAGE TO DATE \$ 996,523.08 \$ 996,523.08  
LESS Previous Requests for Payments \$ 36,891,486.20 \$ -  
LD's per Day: \$ 10,000.00 \$ (1,240,000.00)  
LD's per Day: \$ 6,000.00 \$ (396,000.00)  
DEECTIVE WORK CO NO. 23 \$ (34,718.94) \$ (34,718.94)  
DEECTIVE WORK CO NO. 24 \$ (6,780.25) \$ (6,780.25)  
DEECTIVE WORK CO NO. 25 \$ (515.61) \$ (515.61)  
DEECTIVE WORK CO NO. 26 \$ (4,322.50) \$ (4,322.50)

TOTAL AMOUNT DUE THIS REQUEST \$ 980,586.93 \$ 980,586.93



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

REQUEST FOR PAYMENT  
DHS SEGMENT 0-5 (1.76 MILES)  
BALLENGER CONSTRUCTION COMPANY  
24200 N. FM 509  
HARLINGEN, TEXAS 78650

REQUEST FOR FINAL PAYMENT - PAYMENT NO. 17

Project Number: 4410-01 L76 MILES  
Date: 1/19/2011

CONTRACT NO: 08-008-07-01  
WORK THRU: 4/75/2010 thru 1/19/2011

PROGRESS BILLING WORKSHEET - NO. 1

ITEM NO	UNIT	TOTAL QUANTITY	TOTAL 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	
																NO.
TEMP EROSION CONTROL (PILE FABRIC FENCE)	1	LF	9,583	\$ 2,75	\$ 26,220.75				9,583.00	0.00	9,583.00	25,720.75	25,720.75	-	-	
TEMP EROSION CONTROL (CONC. EXIST. EXTR)	2	EA	2	\$ 2,250.00	4,500.00	26	1.00	\$ 2,250.00	\$ (2,250.00)	1.00	1.00	2,250.00	2,250.00	-	-	
REMOVE STOCKPILE (EXISTING C&G) (4-10 IN.)	3	CY	993	\$ 12.00	11,916.00				993.00	0.00	993.00	11,916.00	11,916.00	-	-	
REMOVE STOCKPILE (EXISTING TOPSOIL) (4-6 IN.)	4	CY	9,838	\$ 2.64	25,972.32				9,838.00	0.00	9,838.00	25,972.32	25,972.32	-	-	
REMOVE STOCKPILE (EXISTING EMBANKMENT)	5	CY	72,468	\$ 12.00	869,616.00	23	56,868.00	\$ 12.00	\$ (182,388.00)	56,868.00	0.00	56,868.00	682,428.00	682,428.00	-	-
REMOVE STOCKPILE (EXISTING STONE RIP RAP)	6	LS	1	\$ 100,000.00	100,000.00				1.00	0.00	1.00	100,000.00	100,000.00	-	-	
RETAINING WALLS (CAST-IN-PLACE) (STEM)	7	CY	11,018	\$ 452.82	5,429,890.76	2,13	8,528.00	\$ 528,366.05	\$ (395,616.61)	9,704.00	265.00	9,528.00	4,841,133.70	5,034,274.15	152,140.45	-
RETAINING WALLS (CAST-IN-PLACE) (FOOTING)	8	CY	17,021	\$ 306.54	5,217,677.34	2,25	14,289.00	\$ 378,047.36	\$ 184,301.04	14,088.00	-119.00	14,289.00	5,449,905.32	6,401,918.28	64,987.44	-
RETAINING WALLS (CAST-IN-PLACE) (KEY)	9	CY	7,014	\$ 450.00	3,156,300.00	2,25	4,719.00	\$ 515,974.98	\$ (721,416.81)	4,302.00	337.00	4,719.00	2,260,969.82	2,434,883.19	173,883.37	-
METAL BEAM GUARD RAIL	10	LF	4,450	\$ 20.50	91,225.00	1	0.00	\$ 20.50	\$ (91,225.00)	0.00	0.00	0.00	0.00	0.00	0.00	
PREPARATION RIGHT OF WAY	11	SFA	94	\$ 137.49	12,924.06				94.00	0.00	94.00	12,924.06	12,924.06	-	-	
REMOVE AND PILE EXIST. PIPE (24 IN. RCP)	12	LS	1	\$ 3,322.00	3,322.00				1.00	0.00	1.00	3,322.00	3,322.00	-	-	
CONC. RIP RAP C&G (SCOUR PROTECTION)	13	CY	183	\$ 310.00	56,730.00	14	133.00	\$ 310.00	\$ (15,500.00)	133.00	0.00	133.00	41,230.00	41,230.00	-	-
CONC. RIP RAP C&G (SCOUR PROTECTION)	14	CY	1,332	\$ 310.00	4,130,200.00	14,15	3,447.84	\$ 310.00	\$ 35,910.40	3,447.84	0.00	3,447.84	1,068,830.40	1,068,830.40	-	-
STONE RIP RAP (NEW) TYPE F (24 IN. DEPTH)	15	CY	2,038	\$ 37.25	75,915.80	14	2,256.00	\$ 37.25	\$ 8,120.50	2,256.00	0.00	2,256.00	84,036.00	84,036.00	-	-
TOPSOIL (NEW)	16	CY	7,865	\$ 10.38	81,538.70				7,865.00	0.00	7,865.00	81,538.70	81,538.70	-	-	
HYDRO MULCH (NEW) (CALICHE) (TY D GR & CL 4) (6 IN.)	17	CV	7,812	\$ 20.87	163,036.44	14,15	7,906.00	\$ 20.87	\$ 1,961.78	7,906.00	0.00	7,906.00	164,968.22	164,968.22	-	-
HYDRO MULCH	18	SV	9,873	\$ 0.20	1,974.60	18	102,001.00	\$ 0.20	\$ 4,425.90	67,334.00	34,667.00	102,001.00	13,466.80	20,400.20	8,933.40	-
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS)	19	EA	8,894	\$ 12.25	108,951.50	1	0.00	\$ 12.25	\$ (108,951.50)	0.00	0.00	0.00	0.00	0.00	0.00	
BOLLARD (SUPPLY, CUT & WELD. GALV. IRON SUPPORTS (4 IN. X 4 IN. X 1/2 IN. X 4 IN. STEEL BAR))	20	EA	8,894	\$ 13.21	117,489.74	3	0.00	\$ 13.21	\$ (117,489.74)	0.00	0.00	0.00	0.00	0.00	0.00	
BOLLARD (INSTALL & WELD CAPS)	21	LF	9,100	\$ 8.77	79,807.00	2	0.00	\$ 8.77	\$ (79,807.00)	0.00	0.00	0.00	0.00	0.00	0.00	
BOLLARD (SUPPLY & WELD) (1/2 IN. X 4 IN. STEEL BAR)	22	LF	9,100	\$ 6.64	60,424.00	3	0.00	\$ 6.64	\$ (60,424.00)	0.00	0.00	0.00	0.00	0.00	0.00	
BOLLARD (INSTALL & WELD CAPS)	23	EA	8,894	\$ 20.00	177,880.00	1	0.00	\$ 20.00	\$ (177,880.00)	0.00	0.00	0.00	0.00	0.00	0.00	
TRENCH EXCAV. PROTECTION (24 IN. RCP)	24	LF	135	\$ 8.17	1,102.95				135.00	0.00	135.00	1,102.95	1,102.95	-	-	
TRENCH EXCAV. PROTECTION (REINFORCING KEY)	25	LF	6,950	\$ 25.00	173,750.00				6,950.00	0.00	6,950.00	173,750.00	173,750.00	-	-	
TEMPORARY SPECIAL SHIELDING (REINFORCING WALL)	26	SR	150,400	\$ 17.43	2,621,472.00				150,400.00	0.00	150,400.00	2,621,472.00	2,621,472.00	-	-	
PIPE GATES W/ WALL PIPE & TEE (6 IN. D.I.)	27	EA	18	\$ 1,849.70	33,294.60				18.00	0.00	18.00	33,294.60	33,294.60	-	-	
AGGREGATE DRAIN MATERIAL (CONC. UNDERDRAIN PIPE (6 IN.))	28	CY	13,631	\$ 38.82	529,155.42	4	1,315.06	\$ 38,819.88	\$ (478,104.81)	1,315.06	0.00	1,315.06	51,050.81	51,050.81	-	
CONCRETE UNDERDRAIN PIPE (6 IN.)	29	LF	9,100	\$ 9.67	87,987.00				9,100.00	0.00	9,100.00	87,987.00	87,987.00	-	-	
DRAINAGE	30	LS	1	\$ 1,015,473.50	1,015,473.50				1.00	0.00	1.00	1,015,473.50	1,015,473.50	-	-	
LEFT CONC. SHOULDER (4 IN. THICK)	31	LF	40	\$ 161.56	6,462.40	25	0.00	\$ 161.56	\$ (6,462.40)	0.00	0.00	0.00	0.00	0.00	0.00	
SHOULDER WALL DRAIN MATERIAL	32	SF	0	\$ -	-	4,13	136,940.00	\$ 2,630,000.14	\$ 360,152.22	136,940.00	0.00	136,940.00	360,152.22	360,152.22	-	
RAISE EXISTING STRUCTURE 75% & INSTALL APPURTENANCES	33	LS	0	\$ -	-	16	1.00	\$ 11,649.55	\$ 11,649.55	1.00	0.00	1.00	11,649.55	11,649.55	-	
MATERIALS ON HAND																

ORIGINAL CONTRACT AMOUNT: \$ 21,383,679.67  
NET CHANGES BY CHANGE ORDER(S): \$ (1,830,094.72)  
TOTAL CONTRACT AMOUNT TO DATE: \$ 19,552,684.95

Estimated % Project Completion to Date: 100.00%

LESS: RETAINAGE @ 10% \$ 1,955,268.49 \$ 32,978.91  
PENDING RELEASED RETAINAGE PER #13 \$ 960,306.76 \$ -  
RELEASED 90% OF REMAINING RETAINAGE TO DATE \$ 480,391.42 \$ -  
RELEASED REMAINING RETAINAGE TO DATE \$ 513,970.21 \$ 513,970.21  
LESS: Previous Requests for Payments \$ 17,285,904.56 \$ -  
LTA per Day \$ 10,000.00 \$ (1,210,000.00)  
LTA per Day \$ 6,000.00 \$ (246,000.00)  
DEFECTIVE WORK CO NO. 17 \$ (20,663.12) \$ (20,663.12)  
DEFECTIVE WORK CO NO. 10 \$ (21,578.10) \$ (21,578.10)  
DEFECTIVE WORK CO NO. 20 \$ (1,482.71) \$ (1,482.71)  
DEFECTIVE WORK CO NO. 21 \$ (41,871.55) \$ (41,871.55)  
DEFECTIVE WORK CO NO. 24 \$ (293,647.12) \$ (293,647.12)

TOTAL AMOUNT DUE THIS REQUEST: \$ 431,537.73 \$ 431,537.73

Contractor: BALLENGER CONSTRUCTION COMPANY

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

Signed: Joe Charles Ballenger, Sr. Date: 1-19-11  
Title: C.E.O.

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

CONTRACTOR'S Certification No. 2:  
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from Owner on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through \_\_\_\_\_, this Application for Payment will pass to OWNER at time of payment free and clear of all liens, security interest or encumbrance; and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

BALLENGER CONSTRUCTION COMPANY  
CONTRACTOR

DATE: 1-19-11 By: Joe Charles Ballenger, Sr. C.E.O.

State of TEXAS  
County of Hidalgo  
Subscribed and sworn to me this 19th day of January, 2011  
Elaine Pilar Castillo  
Notary Public  
My Commission Expires: August 20, 2013



Engineer: DANNENBAUM ENGINEERING McALLEN-LLC

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

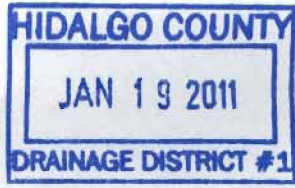
Signed: DOS LOGISTICS Date: 1/19/11  
Title: DOS LOGISTICS INSPECTOR

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 or work performed and/or material supplied by the contractor, and that partial payment claimed and requested by the Contractor is correctly computed on the basis of work performed and or material supplied to date. Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Signed: Richard D. Seitz, P.E. Date: 1/19/2011  
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 inspections of the project, and the period reports submitted by the Project Engineer. It is my opinion that the statement of work performed and/or materials supplied is accurate, that the contractor is observing the requirements of the contract, and the payment to the contractor in the amount requested above is recommended.

Ramon Garcia  
CHAIRMAN OF THE BOARD



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

REQUEST FOR PAYMENT  
DHS SEGMENT 0-5 (1.76 MILES)  
BALLENGER CONSTRUCTION COMPANY  
24200 N. FM 509  
HARLINGEN, TEXAS 78550

REQUEST FOR FINAL PAYMENT - PAYMENT NO. 17

Project Number: 4410-01 1.76 MILES  
Date: 1/19/2011

CONTRACT NO. 08-008-07-01  
WORK THRU: 4/25/2010 thru 1/19/2011

PROGRESS BILLING WORKSHEET - NO. 1

JOE CHARLES BALLENGER, JR. PRESIDENT	ITEM NO	UNIT	TOTAL QUANTITY	BID UNIT PRICE	TOTAL BID PRICE	CHANGE ORDERS			UNIT QTY. COMPLETE PRIOR INVOICES	UNIT QTY. COMPLETE THIS PERIOD	UNIT QTY. COMPLETE TO DATE	AMOUNT PRIOR INVOICES	AMOUNT COMPLETE TO DATE	AMOUNT DUE THIS INVOICE	BALANCE TO COMPLETE
						NO.	QTY. +/-	UNIT PRICE +/-							
TEMP EROSION CONTROL (FILTER FABRIC FENCE)	1	LF	9,353	\$ 2.75	\$ 25,720.75				\$ -	9,353.00	0.00	9,353.00	25,720.75	25,720.75	-
TEMP EROSION CONTROL (CONST EXIT/ENTR)	2	EA	2	\$ 2,250.00	\$ 4,500.00	25	1.00	\$ 2,250.00	\$ (2,250.00)	1.00	0.00	1.00	2,250.00	2,250.00	-
REMOVE / STOCKPILE (EXISTING CALICHE) (4-10 IN.)	3	CY	993	\$ 12.00	\$ 11,916.00				\$ -	993.00	0.00	993.00	11,916.00	11,916.00	-
REMOVE / STOCKPILE (EXISTING TOPSOIL) (4-6 IN.)	4	CY	9,838	\$ 2.64	\$ 25,972.32				\$ -	9,838.00	0.00	9,838.00	25,972.32	25,972.32	-
REMOVE / STOCKPILE (EXISTING EMBANKMENT)	5	CY	72,068	\$ 12.00	\$ 864,816.00	13,22			\$ -	56,869.00	0.00	56,869.00	682,428.00	682,428.00	-
REMOVE / STOCKPILE (EXISTING STONE RIP RAP)	6	LS	1	\$ 100,000.00	\$ 100,000.00	23	56,869.00	\$ 12.00	\$ (182,388.00)	1.00	0.00	1.00	100,000.00	100,000.00	-
RETAINING WALLS (CAST-IN-PLACE) (STEM)	7	CY	11,018	\$ 492.82	\$ 5,429,890.76	2,13,	9,528.00	\$ 528,366,305	\$ (395,616.61)	9,794.00	-266.00	9,528.00	4,881,133.70	5,034,274.15	153,140.45
RETAINING WALLS (CAST-IN-PLACE) (FOOTING)	8	CY	17,021	\$ 306.54	\$ 5,217,617.34	2,25	14,289.00	\$ 378,047,336	\$ 184,301.04	14,408.00	-119.00	14,289.00	5,446,905.82	5,401,918.38	(44,987.44)
RETAINING WALLS (CAST-IN-PLACE) (KEY)	9	CY	7,014	\$ 450.00	\$ 3,156,300.00	2,25	4,719.00	\$ 515,974,399	\$ (721,416.81)	4,382.00	337.00	4,719.00	2,260,999.82	2,434,883.19	173,883.37
METAL BEAM GUARD RAIL	10	LF	4,450	\$ 20.50	\$ 91,225.00	1	0.00	\$ 20.50	\$ (91,225.00)	0.00	0.00	0.00	-	-	-
PREPARATION RIGHT OF WAY	11	STA	94	\$ 137.49	\$ 12,924.06				\$ -	94.00	0.00	94.00	12,924.06	12,924.06	-
REMOVE AND PLUG EXIT. PIPE (24 IN.) (RCP)	12	LS	1	\$ 3,322.09	\$ 3,322.09				\$ -	1.00	0.00	1.00	3,322.09	3,322.09	-
CONC. RIP RAP CL-B (SLOPE PROTECTION)	13	CY	183	\$ 310.00	\$ 56,730.00	14	133.00	\$ 310.00	\$ (15,500.00)	133.00	0.00	133.00	41,230.00	41,230.00	-
CONC. RIP RAP CL-B (SCOUR PROTECTION)	14	CY	3,332	\$ 310.00	\$ 1,032,920.00	14,15	3,447.84	\$ 310.00	\$ 35,910.40	3,447.84	0.00	3,447.84	1,068,830.40	1,068,830.40	-
STONE RIP RAP (NEW) TYPE F (24 IN. DEPTH)	15	CY	2,038	\$ 37.25	\$ 75,915.50	14	2,256.00	\$ 37.25	\$ 8,120.50	2,256.00	0.00	2,256.00	84,036.00	84,036.00	-
TOPSOIL (NEW)	16	CY	7,865	\$ 10.38	\$ 81,638.70				\$ -	3,932.50	3,932.50	7,865.00	40,819.35	40,819.35	-
FLEXBASE (NEW)(CALICHE) (TY D GR 6 CL 4) (6 IN.)	17	CY	7,812	\$ 20.87	\$ 163,036.44	14,15	7,906.00	\$ 20.87	\$ 1,961.78	7,906.00	0.00	7,906.00	164,998.22	164,998.22	-
HYDRO MULCH	18	SY	79,873	\$ 0.20	\$ 15,974.60	18	102,001.00	\$ 0.20	\$ 4,425.60	67,334.00	34,667.00	102,001.00	13,466.80	20,400.20	6,933.40
BOLLARD (CUT TO PLAN DIMENSIONS)	19	EA	8,894	\$ 12.25	\$ 108,951.50	1	0.00	\$ 12.25	\$ (108,951.50)	0.00	0.00	0.00	-	-	-
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS)	20	EA	8,894	\$ 13.21	\$ 117,489.74	3	0.00	\$ 13.21	\$ (117,489.74)	0.00	0.00	0.00	-	-	-
BOLLARD (SUPPLY, CUT & WELD ANGLE IRON SUPPORTS) (4 IN X 4 IN. X 1/4 IN. 8-FT. )	21	LF	9,100	\$ 8.77	\$ 79,807.00	3	0.00	\$ 8.77	\$ (79,807.00)	0.00	0.00	0.00	-	-	-
BOLLARD (SUPPLY & WELD) (1/2 IN. X 4 IN. STEEL BAR )	22	LF	9,100	\$ 6.64	\$ 60,424.00	3	0.00	\$ 6.64	\$ (60,424.00)	0.00	0.00	0.00	-	-	-
BOLLARD (INSTALL & WELD CAPS)	23	EA	8,894	\$ 20.00	\$ 177,880.00	1	0.00	\$ 20.00	\$ (177,880.00)	0.00	0.00	0.00	-	-	-
TRENCH EXCAV. PROTECTION (24 IN. RCP)	24	LF	135	\$ 8.17	\$ 1,102.95				\$ -	135.00	0.00	135.00	1,102.95	1,102.95	-
TRENCH EXCAV. PROTECTION (RET. WALL KEY)	25	LF	6,950	\$ 25.00	\$ 173,750.00				\$ -	6,950.00	0.00	6,950.00	173,750.00	173,750.00	-
TEMPORARY SPECIAL SHORING (RET. WALL)	26	SF	150,400	\$ 17.43	\$ 2,621,472.00				\$ -	150,400.00	0.00	150,400.00	2,621,472.00	2,621,472.00	-
FLAP GATES W/ WALL PIPE & TEE (6 IN. D.I.)	27	EA	18	\$ 1,849.70	\$ 33,294.60				\$ -	18.00	0.00	18.00	33,294.60	33,294.60	-
AGGREGATE DRAIN MATERIAL	28	CY	13,631	\$ 38.82	\$ 529,155.42	4	1,315.06	\$ 38,819,985	\$ (478,104.81)	1,315.06	0.00	1,315.06	51,050.61	51,050.61	-
PVC UNDERDRAIN PIPE (6 IN.)	29	LF	9,100	\$ 9.67	\$ 87,997.00				\$ -	9,100.00	0.00	9,100.00	87,997.00	87,997.00	-
DEWATERING	30	LS	1	\$ 1,015,473.50	\$ 1,015,473.50				\$ -	1.00	0.00	1.00	1,015,473.50	1,015,473.50	-
2 FT. CONC. SHOULDER (4 IN. THICK)	31	LF	40	\$ 161.56	\$ 6,462.40	25	0.00	\$ 161.56	\$ (6,462.40)	0.00	0.00	0.00	-	-	-
SHEET WALL DRAIN MATERIAL	32	SF	0	\$ -	\$ -	4,13	136,940.00	\$ 2,630,000.14	\$ 360,152.22	136,940.00	0.00	136,940.00	360,152.22	360,152.22	-
RAISE EXISTING STRUCTURE 258 & INSTALL APPURTENANCES MATERIALS ON HAND	33	LS	0	\$ -	\$ -	16	1.00	\$ 11,649.55	\$ 11,649.55	1.00	0.00	1.00	11,649.55	11,649.55	-

TOTAL COMPLETE TO-DATE  
TOTAL CURRENT CONTRACT EARNED  
CONTRACT BALANCE TO COMPLETE

ORIGINAL CONTRACT AMOUNT: \$ 21,383,679.67  
NET CHANGES BY CHANGE ORDER(S) \$ (1,830,994.78)  
TOTAL CONTRACT AMOUNT TO DATE \$ 19,552,684.89

Estimated % Project Completion to Date: 100.00%

Substantial Completion Liquidated Damages: Current Days: 0 To Date Days:  
Final Completion Liquidated Damages: Current Days: 0 To Date Days:

LESS RETAINAGE @ 10% \$ 1,955,268.49 \$ 32,978.91  
PENDING RELEASED RETAINAGE PR #13 \$ 960,306.76 \$ -  
RELEASED 50% OF REMAINING RETAINAGE TO DATE \$ 480,991.42 \$ -  
RELEASE REMAINING RETAINAGE TO DATE \$ 513,970.31 \$ 513,970.31  
LESS Previous Requests for Payments \$ 17,285,904.56 \$ -  
121 LD's per Day: \$ 10,000.00 \$ (1,210,000.00) \$ -  
41 LD's per Day: \$ 6,000.00 \$ (246,000.00) \$ -  
DEFECTIVE WORK CO NO. 17 \$ (20,663.12) \$ (20,663.12)  
DEFECTIVE WORK CO NO. 19 \$ (21,578.10) \$ (21,578.10)  
DEFECTIVE WORK CO NO. 20 \$ (1,482.71) \$ (1,482.71)  
DEFECTIVE WORK CO NO. 21 \$ (41,871.55) \$ (41,871.55)  
DEFECTIVE WORK CO NO. 24 \$ (293,647.12) \$ (293,647.12)

TOTAL AMOUNT DUE THIS REQUEST \$ 431,537.73 \$ 431,537.93



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

REQUEST FOR PAYMENT
THIS REQUEST IS FOR (2.59 MILES)
BALLENGER CONSTRUCTION COMPANY
2420 N. FM 508
HARLINGEN, TEXAS 78550

REQUEST FOR FINAL PAYMENT NO. 170

Project Number: 4410-07-2.59 MILES
Date: 1/19/2011

Contract No: 08-016-09-01
Work Thru: 4/25/2010 thru 1/29/2011

PROGRESS BILLING WORKSHEET - NO. 1

Table with columns: ITEM NO, UNIT, QUANTITY, BID UNIT PRICE, TOTAL BID PRICE, NO., QTY., UNIT PRICE, VARIANCE AMOUNT, UNIT QTY. COMPLETE PRIOR PERIOD, UNIT QTY. COMPLETE THIS PERIOD, UNIT QTY. COMPLETE TO DATE, AMOUNT PRIOR INVOICES, AMOUNT DUE THIS INVOICE, BALANCE TO COMPLETE. Includes detailed line items for construction work.

Summary table with columns: ORIGINAL CONTRACT AMOUNT, NET CHANGES BY CHANGE ORDERS, TOTAL CONTRACT AMOUNT TO DATE, Estimated % Project Completion to Date.

Table with columns: LESS RETAINAGE @ 10%, RELEASED RETAINAGE PER #2, RELEASED 50% OF REMAINING RETAINAGE TO DATE, DEFECTIVE WORK CO. 25, DEFECTIVE WORK CO. 27, DEFECTIVE WORK CO. 28.

Contractor: BALLENGER CONSTRUCTION COMPANY

CERTIFICATION OF CONTRACTOR: I certify that to the best of my knowledge and belief, I certify that all items and amounts shown on the face of this Application for Payment are correct...

Signature: JOE CHARLES BALLENGER, SR. Date: 1-19-11

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

CONTRACTOR'S CERTIFICATION No. 2: The undersigned CONTRACTOR certifies that (1) all previous progress payments received from Owner on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations...

Signature: ELAINE PILAR CASTILLO Date: 1-19-11

Notary Public: ELAINE PILAR CASTILLO, My Commission Expires: August 20, 2013

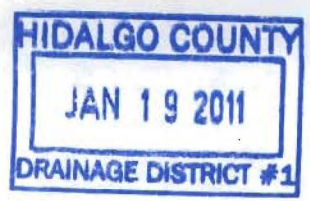
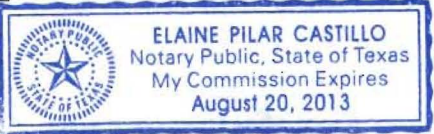
Engineer: DANNEBAUM ENGINEERING MCLLEN-LLC

INSPECTOR'S CERTIFICATION: I certify that I have checked and verified the above and foregoing Periodic Estimate for Partial Payment that to the best of my knowledge and belief it is a true and correct statement or work performed and/or material supplied by the contractor...

Signature: RICHARD O. SEITZ, P.E. Date: 1/19/2011

OWNER CERTIFICATION: I have checked this estimate against the contractor's Schedule of Amount for Contract Payments, the notes and reports of my inspections of the project, and the period reports submitted by the Project Engineer...

Signature: RAMON GARCIA Date: 1/19/2011



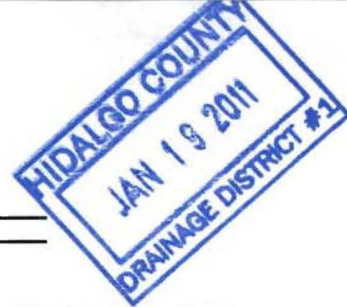
Project Name:  
Contractor:  
Address:  
City/State/Zip:

REQUEST FOR PAYMENT  
DHS SEGMENT 0-6A (2.59 MILES)  
BALLENGER CONSTRUCTION COMPANY  
24200 N. FM 509  
HARLINGEN, TEXAS 78550

REQUEST FOR FINAL PAYMENT NO. 17D

Project Number: 4410-07 2.59 MILES  
Date: 1/19/2011

CONTRACT NO. 08-016-09-02  
WORK THRU: 4/25/2010 thru 1/19/2011



PROGRESS BILLING WORKSHEET - NO. 1

JOE CHARLES BALLENGER, JR. PRESIDENT	ITEM NO	UNIT	TOTAL QUANTITY	BID UNIT PRICE	TOTAL BID PRICE	CHANGE ORDERS				UNIT QTY. COMPLETE PRIOR INVOICES	UNIT QTY. COMPLETE THIS PERIOD	UNIT QTY. COMPLETE TO DATE	AMOUNT PRIOR INVOICES	AMOUNT COMPLETE TO DATE	AMOUNT DUE THIS INVOICE	BALANCE TO COMPLETE
						NO.	QTY. +/-	UNIT PRICE +/-	VARIANCE AMOUNT +/-							
TEMP EROSION CONTROL (FILTER FABRIC FENCE)	1	LF	14,075	\$ 3.00	\$ 42,225.00	16B	13,842.00	\$ 3.00	\$ (699.00)	13,842.00	0.00	13,842.00	41,526.00	41,526.00	-	-
TEMP EROSION CONTROL (CONST EXIT / ENTR)	2	EA	3	\$ 1,900.00	\$ 5,700.00	24	1.00	\$ 1,900.00	\$ (3,800.00)	1.00	0.00	1.00	1,900.00	1,900.00	-	-
REMOVE/STOCKPILE EXIST EMBANKMENT	3	CY	35,676	\$ 12.00	\$ 428,112.00	13C,16B,17B	35,711.80	\$ 12.00	\$ 429.60	35,711.80	0.00	35,711.80	428,541.60	428,541.60	-	-
TRENCH EXCAVATION PROTECTION	4	LF	120	\$ 10.99	\$ 1,318.80	14,16B	73.00	\$ 10.99	\$ (516.53)	73.00	0.00	73.00	802.27	802.27	-	-
TEMPORARY SPECIAL SHORING	5	SF	97,194	\$ 18.00	\$ 1,749,492.00	16B,17B	89,806.00	\$ 18.00	\$ (132,984.00)	89,806.00	0.00	89,806.00	1,616,508.00	1,616,508.00	-	-
CONC. COLLAR (48 IN)	6	EA	2	\$ 1,311.48	\$ 2,622.96	19	0.00	\$ 1,311.48	\$ (2,622.96)	0.00	0.00	0.00	-	-	-	-
CONC. COLLAR (54 IN)	7	EA	2	\$ 1,646.24	\$ 3,292.48	19	5.00	\$ 1,646.2400	\$ 4,938.72	5.00	0.00	5.00	8,231.20	8,231.20	-	-
CNSTR GW STR W/SLC GATE, HATCH, LAD & (4X5) APPR	8	EA	2	\$ 103,036.05	\$ 206,072.10				\$ -	2.00	0.00	2.00	206,072.10	206,072.10	-	-
CONSTRUCT GATE WELL STRUCTURE W/ SLUICE GATE, HATCH, LADDER & APPURTENANCES (6 ft X 6 ft)	9	EA	1	\$ 117,803.98		16B	0.00	\$ 117,803.98	\$ -						-	-
CNSTR GW STR W/SLC G.H.L & (6X6) - BACKFILL	9A	EA	1	\$ 11,544.79	\$ 11,544.79		0.00	\$ 11,544.79	\$ (11,544.79)	0.00	0.00	0.00	-	-	-	-
CNSTR GW STR W/SLC G.H.L & (6X6) - MAT & STRUCTURE	9B	EA	1	\$ 106,259.19	\$ 106,259.19		0.00	\$ 106,259.19	\$ (106,259.19)	0.00	0.00	0.00	-	-	-	-
RETAINING WALL (CAST IN PLACE) (STEM)	10	CY	10,279	\$ 679.20		1,2,13C,16B,17B,18,29,32,34	9,498.00	\$ 694.39								
RETAINING WALLS (STEM) - EXCAVATION	10A	LF	13,714.92	\$ 28.56	\$ 391,698.12		12,923.49	\$ 28.55	\$ (22,754.27)	12,817.00	106.49	12,923.49	391,698.12	368,943.85	(22,754.27)	-
RETAINING WALLS (STEM) - REBAR TYING	10B	LF	13,714.92	\$ 23.52	\$ 322,574.92		12,923.49	\$ 23.51	\$ (18,738.82)	12,817.00	106.49	12,923.49	322,574.92	303,836.10	(18,738.82)	-
RETAINING WALLS (STEM) - BACKFILL	10C	LF	13,714.92	\$ 16.8939315723	\$ 231,698.92		12,923.49	\$ 16.89	\$ (13,459.70)	12,817.00	106.49	12,923.49	231,698.92	218,239.22	(13,459.70)	-
RETAINING WALLS (STEM) - CAST IN PLACE	10D	LF	13,714.92	\$ 440.07	\$ 6,035,524.84		12,923.49	\$ 439.89	\$ (350,611.82)	12,817.00	106.49	12,923.49	5,645,488.63	5,684,913.02	39,424.39	-
RETAINING WALL (CAST IN PLACE) (FOOTING)	11	CY	16,270.00	\$ 349.28		1,2,13C,16B,17B	14,318.75	\$ 369.29								
RETAINING WALLS (FOOTING) - EXCAVATION	11A	LF	13,714.92	\$ 41.8506196172	\$ 573,977.90		12,923.49	\$ 41.3678278855	\$ (39,361.19)	12,817.00	106.49	12,923.49	573,977.90	534,616.71	(39,361.19)	-
RETAINING WALLS (FOOTING) - CAST IN PLACE	11B	LF	13,714.92	\$ 372.50	\$ 5,108,807.70		12,923.49	\$ 368.2028167314	\$ (350,342.28)	12,817.00	106.49	12,923.49	4,713,793.29	4,758,465.42	44,672.13	-
RETAINING WALL (CAST IN PLACE) (KEY)	12	CY	3,051.00	\$ 754.85		1,2,13C,16B,17B,19	1,354.39	\$ 1,373.83								
RETAINING WALLS (KEY) - EXCAVATION	12A	LF	13,714.92	\$ 13.4827691303	\$ 184,915.10		12,923.49	\$ 12.1302744073	\$ (28,149.62)	12,817.00	106.49	12,923.49	184,915.10	156,765.48	(28,149.62)	-
RETAINING WALLS (KEY) - REBAR TYING	12B	LF	13,714.92	\$ 6.43	\$ 88,186.94		12,923.49	\$ 5.7849891941	\$ (13,424.69)	12,817.00	106.49	12,923.49	88,186.94	74,762.25	(13,424.69)	-
RETAINING WALLS (KEY) - CAST IN PLACE	12C	LF	13,714.92	\$ 148.01	\$ 2,029,945.31		12,923.49	\$ 133.1627014065	\$ (309,018.47)	12,817.00	106.49	12,923.49	1,587,599.57	1,720,926.84	133,327.27	-
AGGREGATE DRAIN MATERIAL	13	CY	12,628	\$ 50.00	\$ 631,400.00	11,13C,16B,17B,20,23,32	1,826.00	\$ 44.7887185104	\$ (549,615.80)	1,846.00	-20.00	1,826.00	82,682.34	81,784.20	(898.14)	-
PERFORATED UNDERDRAIN PIPE (6 IN.)(PVC)	14	LF	13,383	\$ 13.45	\$ 180,001.35	17B	12,782.00	\$ 13.45	\$ (8,083.45)	12,782.00	0.00	12,782.00	171,917.90	171,917.90	-	-
PREPARATION RIGHT OF WAY	15	STA	137	\$ 16,673.79	\$ 2,284,309.23				\$ -	137.00	0.00	137.00	2,284,309.23	2,284,309.23	-	-
REMOVE EXIST. GATEWELL (3 FT X 3 FT)	16	EA	5	\$ 4,699.15	\$ 23,495.75	17B	4.00	\$ 4,699.15	\$ (4,699.15)	4.00	0.00	4.00	18,796.60	18,796.60	-	-
REMOVE EXIST. PIPE (12 IN.) PVC	17	EA	1	\$ 3,268.42	\$ 3,268.42	17B	0.00	\$ 3,268.42	\$ (3,268.42)	0.00	0.00	0.00	-	-	-	-
REMOVE EXIST PIPE (15 IN.)	18	EA	2	\$ 1,634.21	\$ 3,268.42	8A	0.00	\$ 1,634.21	\$ (3,268.42)	0.00	0.00	0.00	-	-	-	-
REMOVE EXIST PIPE (24 IN.)	19	EA	2	\$ 1,971.17	\$ 3,942.34	8A,14,16B	2.00	\$ 1,971.17	\$ -	2.00	0.00	2.00	3,942.34	3,942.34	-	-
REMOVE EXIST PIPE (48 IN.)	20	EA	2	\$ 1,680.40	\$ 3,360.80	19	0.00	\$ 1,680.40	\$ (3,360.80)	0.00	0.00	0.00	-	-	-	-
REMOVE EXIST PIPE (54 IN.)	21	EA	1	\$ 3,360.79	\$ 3,360.79	15,19	2.12	\$ 3,360.79	\$ 3,764.08	2.12	0.00	2.12	7,124.87	7,124.87	-	-
REMOVE EXIST PIPE (60 IN.)	22	EA	1	\$ 3,885.05	\$ 3,885.05	16B	0.00	\$ 3,885.05	\$ (3,885.05)	0.00	0.00	0.00	-	-	-	-
REMOVE EXIST. HEADWALL (15 IN.)	23	EA	1	\$ 768.87	\$ 768.87				\$ -	1.00	0.00	1.00	768.87	768.87	-	-
REMOVE EXIST. HEADWALL (60 IN.)	24	EA	2	\$ 2,715.41	\$ 5,430.82	16B	0.00	\$ 2,715.41	\$ (5,430.82)	0.00	0.00	0.00	-	-	-	-
REMOVE /SALVAGED (EXIST SLUICE GATE & APPURTENANCES) (18 IN) (RCP)	25	EA	6	\$ 563.07	\$ 3,378.42	16B	5.00	\$ 563.07	\$ (563.07)	5.00	0.00	5.00	2,815.35	2,815.35	-	-
EMBANKMENT	26	CY	147,658	\$ 10.45	\$ 1,543,026.10	13C,17B,23,29,31	146,635.00	\$ 10.4454390152	\$ (11,359.15)	143,414.00	3,221.00	146,635.00	1,498,676.30	1,531,666.95	32,990.65	-
CONC. RIPRAP (CL-B) (SLOPE PROTECTION)	27	CY	164	\$ 497.25	\$ 81,549.00	16B,24	76.00	\$ 497.25	\$ (43,758.00)	76.00	0.00	76.00	37,791.00	37,791.00	-	-
CONCRETE PAD (4 FT x 4 FT)	28	EA	25	\$ 540.34	\$ 13,508.50	31,32,33A	26.00	\$ 540.34	\$ 540.34	24.00	2.00	26.00	14,048.16	14,048.84	1,080.68	-
CONCRETE SHOULDER (2 FT)	29	LF	70	\$ 11.22	\$ 785.40	24	0.00	\$ 11.22	\$ (785.40)	0.00	0.00	0.00	-	-	-	-
CONCRETE HEADER (2FT X 3 FT)	30	LF	96	\$ 140.79	\$ 13,515.84				\$ -	96.00	0.00	96.00	13,515.84	13,515.84	-	-
FURNISHING & PLACING TOPSOIL (SALVAGED MATERIAL)	31	STA	108	\$ 760.14	\$ 82,095.12	16B,17B	103.00	\$ 760.14	\$ (3,800.70)	103.00	0.00	103.00	78,294.42	78,294.42	-	-
FURNISHING & PLACING TOPSOIL (NEW)	32	STA	29	\$ 910.70	\$ 26,410.30	16B	27.00	\$ 910.70	\$ (1,821.40)	27.00	0.00	27.00	24,588.90	24,588.90	-	-
FLEXBASE (SALVAGED MATERIAL) (CALICHE) (TY D GR 6) (6 IN)	33	CY	2,097	\$ 9.00	\$ 18,873.00	16B,17B,24	0.00	\$ 9.00	\$ (18,873.00)	0.00	0.00	0.00	-	-	-	-

FLEXBASE (NEW) (CALICHE) (TY D GR 6) (6 IN)	34	CY	7,993	\$ 26.31	\$ 210,295.83	13C,16B,17B,24,31	9,313.00	\$ 26.31	\$ 34,729.20	7,809.00	1,504.00	9,313.00	205,454.79	245,025.03	39,570.24	-
FLEXBASE (NEW) (CALICHE) (TY D GR 6) (8 IN)	35	CY	983	\$ 26.31	\$ 25,862.73	16B,17B,24,31	546.00	\$ 26.31	\$ (11,497.47)	472.00	74.00	546.00	12,418.32	14,365.26	1,946.94	-
HYDRO MULCH	36	SY	93,825	\$ 0.47	\$ 44,097.75	16B,17B	90,382.00	\$ 0.47	\$ (1,618.21)	90,382.00	0.00	90,382.00	42,479.54	42,479.54	-	-
PLUG REINF CONC PIPE (15 IN)	37	EA	1	\$ 377.63	\$ 377.63			\$ -	\$ -	1.00	0.00	1.00	377.63	377.63	-	-
PLUG REINF CONC PIPE (24 IN)	38	EA	1	\$ 448.18	\$ 448.18	8A	0.00	\$ 448.18	\$ (448.18)	0.00	0.00	0.00	-	-	-	-
PVC PIPE (12 IN)	39	LF	130	\$ 51.70	\$ 6,721.00	17B	0.00	\$ 51.70	\$ (6,721.00)	0.00	0.00	0.00	-	-	-	-
PVC COUPLER (12 IN)	40	EA	2	\$ 640.90	\$ 1,281.80	17B	0.00	\$ 640.90	\$ (1,281.80)	0.00	0.00	0.00	-	-	-	-
REINF. CONC. PIPE (24 IN) (CL V)	41	LF	95	\$ 155.12	\$ 14,736.40	14,16B	72.00	\$ 155.12	\$ (3,567.76)	72.00	0.00	72.00	11,168.64	11,168.64	-	-
REINF. CONC. PIPE (48 IN) (CL V)	42	LF	56	\$ 258.83	\$ 14,494.48	19	0.00	\$ 258.83	\$ (14,494.48)	0.00	0.00	0.00	-	-	-	-
REINF. CONC. PIPE (54 IN) (CL V)	43	LF	55	\$ 289.80	\$ 15,939.00	15,19	127.00	\$ 289.80	\$ 20,865.60	127.00	0.00	127.00	36,804.60	36,804.60	-	-
REINF. CONC. BOX (5 FT X 5 FT)	44	LF	72	\$ 263.35	\$ 18,961.20	16B	0.00	\$ 263.35	\$ (18,961.20)	0.00	0.00	0.00	-	-	-	-
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (5 FT)	45	EA	5,627	\$ 103.01	\$ 579,637.27	5	0.00	\$ 103.01	\$ (579,637.27)	0.00	0.00	0.00	-	-	-	-
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (6 FT)	46	EA	3,431	\$ 96.73	\$ 331,880.63	5	0.00	\$ 96.73	\$ (331,880.63)	0.00	0.00	0.00	-	-	-	-
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (8FT)	47	EA	3,400	\$ 96.73	\$ 328,882.00	5	598.00	\$ 96.73	\$ (271,037.46)	598.00	0.00	598.00	57,844.54	57,844.54	-	-
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (20FT)	48	EA	865	\$ 132.02	\$ 114,197.30	5,17B,20,24	716.00	\$ 132.02	\$ (19,670.98)	716.00	0.00	716.00	94,526.32	94,526.32	-	-
BOLLARD (SUPPLY, CUT & WELD ANGLE IRON SUPPORTS) (4 IN X 4 IN X 1/4 IN 8 FT)	49	LF	14,248	\$ 53.65	\$ 764,405.20	5,20,32	8,154.00	\$ 53.65	\$ (326,943.10)	9,092.00	-938.00	8,154.00	487,785.80	437,462.10	(50,323.70)	-
CAT OPENING	50	EA	8	\$ 500.00	\$ 4,000.00	17B,24	4.00	\$ 500.00	\$ (2,000.00)	4.00	0.00	4.00	2,000.00	2,000.00	-	-
ANTI CLIMBING FENCE	51	EA	8	\$ 7,800.00	\$ 62,400.00	17B,24	4.00	\$ 7,800.00	\$ (31,200.00)	4.00	0.00	4.00	31,200.00	31,200.00	-	-
FLAP GATES W/WALL PIPE & TEE (6 IN)	52	EA	25	\$ 1,300.86	\$ 32,521.50	32	26.00	\$ 1,300.86	\$ 1,300.86	25.00	1.00	26.00	32,521.50	33,822.36	1,300.86	-
DEWATERING	53	LS	1	\$ 509,621.07	\$ 509,621.07	21	1.00	\$ 1,634.21	\$ (507,986.86)	0.00	1.00	1.00	-	1,634.21	1,634.21	-
CREDIT FOR PROFIT & OVERHEAD	53	LS	1	\$ -	\$ -	30	1.00	\$ 32,208.85	\$ 32,208.85	0.00	1.00	1.00	-	32,208.85	32,208.85	-
TRAFFIC CONTROL PLAN	54	LS	1	\$ 4,500.00	\$ 4,500.00			\$ -	\$ -	1.00	0.00	1.00	4,500.00	4,500.00	-	-
CANAL BYPASS 80CFS	55	LS	1	\$ 188,174.13	\$ 188,174.13	16B	0.00	\$ 188,174.13	\$ (188,174.13)	0.00	0.00	0.00	-	-	-	-
MOBILIZATION INSURANCE & BONDS	56	LS	1	\$ 2,826,833.24	\$ 2,826,833.24			\$ -	\$ -	1.00	0.00	1.00	2,826,833.24	2,826,833.24	-	-
SHEET WALL DRAIN MATERIAL	57	SF	0	\$ -	\$ -	11,13C,16B,17B	138,548.00	\$ 1.71	\$ 236,917.08	138,548.00	0.00	138,548.00	236,917.08	236,917.08	-	-
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (7 FT)	58	EA	0	\$ -	\$ -	5,24	2,327.00	\$ 96.73	\$ 225,090.71	2,327.00	0.00	2,327.00	225,090.71	225,090.71	-	-
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (9 FT)	59	EA	0	\$ -	\$ -	5	824.00	\$ 101.73	\$ 83,825.52	824.00	0.00	824.00	83,825.52	83,825.52	-	-
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (10 FT)	60	EA	0	\$ -	\$ -	5,13C,16B,20	2,893.00	\$ 110.00	\$ 318,230.00	2,893.00	0.00	2,893.00	318,230.00	318,230.00	-	-
BOLLARD (TRANSPORT FROM STAGING AREA & INSTALL PER PLANS) (14 FT)	61	EA	0	\$ -	\$ -	5,16B,20	0.00	\$ 130.00	\$ -	0.00	0.00	0.00	-	-	-	-
PVC PIPE (15 IN) (SDR 35) INCLUDING WALL SLEEVE	64	LF	0	\$ -	\$ -	14	72.00	\$ 70.37	\$ 5,066.64	72.00	0.00	72.00	5,066.64	5,066.64	-	-
REMOVE EXIST. HEADWALL (54 IN)	65	EA	0	\$ -	\$ -	15	1.00	\$ 1,800.00	\$ 1,800.00	1.00	0.00	1.00	1,800.00	1,800.00	-	-
CONCRETE HEADWALL (54 IN) (CAST-IN-PLACE)	66	EA	0	\$ -	\$ -	15	1.00	\$ 7,167.00	\$ 7,167.00	1.00	0.00	1.00	7,167.00	7,167.00	-	-
CLASS C CONCRETE	67	CY	0	\$ -	\$ -	19	9.00	\$ 322.58	\$ 2,903.22	9.00	0.00	9.00	2,903.22	2,903.22	-	-
CONC COLLAR (18 IN)	68	EA	0	\$ -	\$ -	8A	2.00	\$ 846.91	\$ 1,693.82	2.00	0.00	2.00	1,693.82	1,693.82	-	-
REMOVE EXIST PIPE (18 IN)	69	LF	0	\$ -	\$ -	8A	136.00	\$ 8.75	\$ 1,190.00	136.00	0.00	136.00	1,190.00	1,190.00	-	-
REINF CONC PIPE (18 IN) W/ BENDS	70	LF	0	\$ -	\$ -	8A	216.00	\$ 57.18	\$ 12,350.88	216.00	0.00	216.00	12,350.88	12,350.88	-	-
CONC. HEADWALL (18 IN)	71	EA	0	\$ -	\$ -	8A	2.00	\$ 3,900.93	\$ 7,801.86	2.00	0.00	2.00	7,801.86	7,801.86	-	-
CONSTRUCT GATE WELL STRUCTURE W/ SLUICE GATE, LADDER & APPURTENANCES	72	EA	0	\$ -	\$ -	8A	2.00	\$ 44,557.25	\$ 89,114.50	2.00	0.00	2.00	89,114.50	89,114.50	-	-
PRE-CAST 18" BENDS	73	EA	0	\$ -	\$ -	8A	5.00	\$ 1,000.00	\$ 5,000.00	5.00	0.00	5.00	5,000.00	5,000.00	-	-
PERIMETER ROAD REGRADING	74	LS	0	\$ -	\$ -	24	1.00	\$ 14,255.00	\$ 14,255.00	0.00	1.00	1.00	-	14,255.00	14,255.00	-
REWORKING OF EXISTING 10 INCH FLEXIBLE BASE (CALICHE)	81	LS	0	\$ -	\$ -	31	1.00	\$ 2,494.90	\$ 2,494.90	0.00	1.00	1.00	-	2,494.90	2,494.90	-
MATERIAL ON HAND																

TOTAL COMPLETE TO-DATE	\$ 25,125,772.83	\$ 25,283,568.82	\$ 157,795.99	\$ -
TOTAL CURRENT CONTRACT EARNED				
CONTRACT BALANCE TO COMPLETE				

ORIGINAL CONTRACT AMOUNT:	\$ 28,553,870.93
NET CHANGES BY CHANGE ORDER(S)	\$ (3,270,302.11)
TOTAL CONTRACT AMOUNT TO DATE	\$ 25,283,568.82

Estimated % Project Completion to Date:	100.00%				
Substantial Completion	Liquidated Damages:	Current Days:	0	To Date Days:	57
Final Completion	Liquidated Damages:	Current Days:	0	To Date Days:	18
LESS RETAINAGE @ 10%	\$ 2,528,356.89	\$ 15,779.60			
RELEASED RETAINAGE PR #12	\$ 1,239,123.38	\$ -			
RELEASED 50% OF REMAINING RETAINAGE TO DATE	\$ 636,726.96	\$ -			
RELEASED OF REMAINING RETAINAGE TO DATE	\$ 652,506.55	\$ 652,506.55			
LESS Previous Requests for Payments	\$ 23,811,045.88	\$ -			
LD's per Day:	\$ 10,000.00	\$ (570,000.00)	\$ -		
LD's per Day:	\$ 6,000.00	\$ (108,000.00)	\$ -		
DEFECTIVE WORK CO. 25	\$ (8,117.55)	\$ (8,117.55)			
DEFECTIVE WORK CO. 26	\$ (8,026.66)	\$ (8,026.66)			
DEFECTIVE WORK CO. 27	\$ (954.74)	\$ (954.74)			
DEFECTIVE WORK CO. 28	\$ (1,444.80)	\$ (1,444.80)			

TOTAL AMOUNT DUE THIS REQUEST	\$ 775,979.19	\$ 775,979.19
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Project Name:  
Contractor:  
Address:  
City/State/Zip:

REQUEST FOR PAYMENT  
MISSION LEVEE IMPROVEMENT PROJECT BANKER WEIR TO INSPIRATION RD. (3.74 MILES)  
BALLENGER CONSTRUCTION COMPANY  
24200 N. FM 569  
HARLINGEN, TEXAS 78550

REQUEST FOR FINAL PAYMENT NO. 228

Project Number: 4287-03.3.74 MILES  
Date: 1/19/2011

CONTRACT NO. 08-005-04-29  
WORK THRU: 4/25/2010 thru 1/19/11

PROGRESS BILLING WORKSHEET - NO. 1

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 +/-							
PREPARE RIGHT OF WAY	1 STA	198	\$ 1,500.00	\$ 297,000.00				198.00	0.00	198.00	297,000.00	297,000.00	-	-
REMOVE AND STOCKPILE TOPSOIL (4-IN)	2 CY	18,500	\$ 6.00	\$ 111,000.00	8	18,575.00	\$ 6.00	\$ 456.00	18,500.00	75.00	18,575.00	111,000.00	456.00	-
RAISE LEVEE (8 INCH EXCAVATION)	3 CY	17,500	\$ 6.00	\$ 105,000.00				17,500.00	0.00	17,500.00	105,000.00	105,000.00	-	-
RAISE LEVEE (COMPACTED EMBANKMENT)	4 CY	263,200	\$ 12.56	\$ 3,305,792.00	8	262,897.00	\$ 12.56	\$ (6,317.68)	263,200.00	-583.00	262,697.00	3,305,792.00	(6,317.68)	-
RAISE LEVEE (TOPSOIL 4-IN)	5 CY	26,800	\$ 6.00	\$ 160,800.00	4,8	23,837.00	\$ 6.00	\$ (17,778.00)	24,120.00	-283.00	23,837.00	144,720.00	(1,688.00)	-
RAISE LEVEE (DRIVEWAY EMBANKMENT)	6 CY	29,100	\$ 6.00	\$ 174,600.00				29,100.00	0.00	29,100.00	174,600.00	174,600.00	-	-
RIP RAIL (CONCRETE)	7 CY	2,450	\$ 300.90	\$ 737,205.00				2,450.00	-183.00	2,267.00	737,205.00	688,158.30	(49,046.70)	-
RIP RAIL (STONE TYPE R - DRY - 24 IN THICK)	8 CY	1,500	\$ 85.66	\$ 128,490.00				1,500.00	0.00	1,500.00	128,490.00	128,490.00	-	-
ROADWAY SURGRADE 8" DEPTH	9 SY	618	\$ 18.17	\$ 11,229.06				618.00	0.00	618.00	11,229.06	11,229.06	-	-
ROADWAY FLEXIBLE BASE (CALIBRE TYPE D GR 6 CL 4)	10 CY	7,950	\$ 31.00	\$ 246,450.00				7,950.00	0.00	7,950.00	246,450.00	246,450.00	-	-
1-1/2 INCH ASPHALT PAVING	11 SY	7,800	\$ 7.74	\$ 60,372.00				7,800.00	0.00	7,800.00	60,372.00	60,372.00	-	-
3 INCH ASPHALT PAVING	12 SY	11,300	\$ 9.79	\$ 110,627.00				11,300.00	0.00	11,300.00	110,627.00	110,627.00	-	-
PRIME OIL (MC-80) @ 0.20 GAL/SY	13 GAL	3,800	\$ 3.99	\$ 15,162.00	8	3,850.00	\$ 3.99	\$ 199.50	3,800.00	50.00	3,850.00	15,162.00	199.50	-
HYDRANTILE HEADS	14 SY	146,000	\$ 0.28	\$ 40,880.00				146,000.00	0.00	146,000.00	40,880.00	40,880.00	-	-
METAL BEAM GUARD RAIL	15 LF	9,215	\$ 17.00	\$ 156,655.00	8	8,188.00	\$ 17.00	\$ (17,459.00)	9,215.00	-1,027.00	8,188.00	156,655.00	(17,459.00)	-
WIRE FENCING WALL	16 SF	1,600	\$ 38.71	\$ 63,536.00				1,600.00	0.00	1,600.00	63,536.00	63,536.00	-	-
STEEL SHEET PILING (AZ-18) 25 FT DEPTH	17 LF	81	\$ 855.26	\$ 71,706.06				81.00	0.00	81.00	71,706.06	71,706.06	-	-
LEVEE ACCESS GATES	18 EA	6	\$ 6,961.22	\$ 39,967.32				6.00	0.00	6.00	39,967.32	39,967.32	-	-
WATER LINE AND APPURTENANCE ADJUSTMENT	19 EA	12	\$ 1,941.25	\$ 23,295.00				12.00	0.00	12.00	23,295.00	23,295.00	-	-
GATEWELL (24 INCH X 300 INCH) COMPLETE IN PLACE	20 EA	3	\$ 25,000.00	\$ 75,000.00				3.00	0.00	3.00	75,000.00	75,000.00	-	-
30 INCH CONCRETE HEADWALL	21 EA	2	\$ 4,156.83	\$ 8,313.66	4	1.00	\$ 4,156.83	\$ (4,156.83)	1.00	0.00	4,156.83	4,156.83	-	-
30 INCH REINFORCED CONCRETE PIPE CLASS III	22 LF	170	\$ 81.17	\$ 13,798.90	4,8	40.00	\$ 81.17	\$ (10,552.10)	24.00	14.00	40.00	1,948.08	1,296.72	-
SUBJECT GATE (REMOV-REFURBISH-REINSTALL)	23 EA	3	\$ 11,000.00	\$ 33,000.00	4	2.00	\$ 11,000.00	\$ (11,000.00)	2.00	0.00	2.00	22,000.00	22,000.00	-
GRATE (42 INCH BY 48 INCH)	24 EA	3	\$ 2,148.48	\$ 6,445.44				3.00	0.00	3.00	6,445.44	6,445.44	-	-
LADDER (INSTALL)	25 EA	3	\$ 3,860.12	\$ 11,580.36				3.00	0.00	3.00	11,580.36	11,580.36	-	-
REMOVE EXISTING STRUCTURE (GATEWELL)	26 EA	3	\$ 4,171.33	\$ 12,513.99	4,6	3.00	\$ 4,171.33	\$ -	3.00	0.00	3.00	12,513.99	-	-
REMOVE EXISTING 30 INCH HEADWALL	27 EA	2	\$ 710.68	\$ 1,421.36				2.00	0.00	2.00	1,421.36	1,421.36	-	-
REMOVE CONCRETE HEADWALL (STA 0+00 GALVAN ROAD)	28 LF	80	\$ 89.01	\$ 7,120.80				80.00	0.00	80.00	7,120.80	7,120.80	-	-
GRAVELLY FIBRE	29 SY	12,400	\$ 1.15	\$ 14,260.00	8	11,604.00	\$ 1.15	\$ (915.40)	12,400.00	-796.00	11,604.00	14,260.00	(915.40)	-
UNDER DRAIN (PVC) INCLUDE FILTER MATERIAL & FABRIC	30 LF	4,200	\$ 12.48	\$ 52,416.00	8	3,937.00	\$ 12.48	\$ (3,282.24)	4,200.00	-263.00	3,937.00	52,416.00	(3,282.24)	-
48 INCH CORRUGATED METAL PIPE	31 LF	112	\$ 241.79	\$ 27,080.48				112.00	0.00	112.00	27,080.48	27,080.48	-	-
STRIPING AND MARKING	32 LS	1	\$ 19,218.00	\$ 19,218.00				1.00	0.00	1.00	19,218.00	19,218.00	-	-
TEMPORARY EROSION CONTROL (FILTER FABRIC FENCE)	33 LF	40,500	\$ 2.28	\$ 92,340.00	4	39,600.00	\$ 2.28	\$ (2,052.00)	39,600.00	0.00	39,600.00	90,288.00	90,288.00	-
TEMPORARY EROSION CONTROL (ENTRANCE / EXIT)	34 EA	6	\$ 29.12	\$ 174.72	4	0.00	\$ 29.12	\$ (174.72)	0.00	0.00	0.00	-	-	
REFLECT SIGNS	35 EA	29	\$ 485.32	\$ 14,074.28	8	30.00	\$ 485.32	\$ 4,853.20	20.00	10.00	30.00	14,559.60	4,853.20	-
TRINCH EXCAVATION SAFETY PROTECTION	36 LF	500	\$ 1.38	\$ 690.00	4	24.00	\$ 1.38	\$ (380.88)	24.00	0.00	24.00	33.12	33.12	-
TRAFFIC CONTROL ANZALDAS PARK ENTRANCE	37 LS	1	\$ 9,706.46	\$ 9,706.46				1.00	0.00	1.00	9,706.46	9,706.46	-	-
TRAFFIC CONTROL CHIMNEY PARK ENTRANCE	38 LS	1	\$ 9,706.46	\$ 9,706.46				1.00	0.00	1.00	9,706.46	9,706.46	-	-
TRAFFIC CONTROL MILITARY ROAD	39 LS	1	\$ 19,544.72	\$ 19,544.72				1.00	0.00	1.00	19,544.72	19,544.72	-	-
SALVAGE CALCULI (4 INCH)	40 CY	3,900	\$ 6.17	\$ 24,063.00				3,900.00	0.00	3,900.00	24,063.00	24,063.00	-	-
INSTALL 4" UNDERDRAIN W/ INLET BOX AND SPLASH PAD	42 LS	6	\$ -	\$ -	1	1.00	\$ 5,563.14	\$ 5,563.14	1.00	0.00	1.00	5,563.14	5,563.14	-
PURCHASE AND Haul TOPSOIL	43 CY	6	\$ -	\$ -	3	8,000.00	\$ 4.64	\$ 37,120.00	8,000.00	0.00	8,000.00	37,120.00	37,120.00	-
RIVERSIDE CLUB PARKING LOT & RAMP TRANSITION	44 LS	0	\$ -	\$ -	2	1.00	\$ 12,860.62	\$ 12,860.62	1.00	0.00	1.00	12,860.62	12,860.62	-
INSTALL ADDITIONAL 4" UNDERDRAIN W/ INLET BOX AND SPLASH PAD	45 LS	0	\$ -	\$ -	5	1.00	\$ 1,294.09	\$ 1,294.09	1.00	0.00	1.00	1,294.09	1,294.09	-
TERMINAL AND/OR SECTIONS MATERIAL ON HAND	47 EA	0	\$ -	\$ -	8	20.00	\$ 600.00	\$ 12,000.00	0.00	20.00	20.00	12,000.00	12,000.00	-

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

SUPPLEMENTAL BID ITEM															
CONTRACTOR TO CLEAR AREA OF ANY OBSTRUCTIONS WITHIN CHIMNEY PARK STA. 0+00 TO 0+80 THAT IMPEDS THE CONSTRUCTION OF THE LEVEE IMPROVEMENTS	S1 LS	1	\$ 44,115.72	\$ 44,115.72											

ORIGINAL CONTRACT AMOUNT WITH SUPPLEMENTAL BID ITEM:	NET CHANGES BY CHANGE ORDER(S)	TOTAL CONTRACT AMOUNT TO DATE	Estimated % Project Completion to Date:	Actual Damages:	Current Days:	To-Date Days:	TOTAL COMPLETE TO DATE	TOTAL CURRENT CONTRACT EARNED	CONTRACT BALANCE TO COMPLETE
\$ 6,351,808.19	\$ (48,775.00)	\$ 6,303,033.19	100.00%				\$ 6,362,950.78	\$ 6,303,033.19	\$ (59,917.60)
								\$ 638,393.31	\$ (59,917.60)
								\$ 310,535.92	\$ -
								\$ 162,879.58	\$ -
								\$ 156,887.82	\$ 156,887.82
								\$ 6,200,071.22	\$ -
								\$ -	\$ -
								\$ (13,310.78)	\$ (13,310.78)
								\$ 86,651.21	\$ 86,651.21

Contractor: BALLENGER CONSTRUCTION COMPANY

CERTIFICATION OF CONTRACTOR

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

Signed: Joe Charles Ballenger, Sr. Date: 1-19-11

Title: C.E.O.

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

CONTRACTOR'S Certification No. 2: The undersigned CONTRACTOR certifies that (1) all previous progress payments received from Owner on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through \_\_\_\_\_ this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interest or encumbrance; and (2) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

BALLENGER CONSTRUCTION COMPANY  
CONTRACTOR

DATE: 1-19-11 By: Joe Charles Ballenger, Sr. C.E.O.

State of TEXAS  
County of Hidalgo  
Subscribed and sworn to me this 19th day of January 2011

Elaine Pilar Castillo  
Notary Public

My Commission Expires: August 20, 2013

DANNENBAUM ENGINEERING McALLEN-LLC  
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.

Richard D. Seitz  
Date: 1/19/11

RICHARD D. SEITZ  
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.

Richard D. Seitz P.E.  
Date: 1/19/2011

RICHARD D. SEITZ P.E.  
RESIDENT PROJECT REPRESENTATIVE

OWNER CERTIFICATION

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

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

RAMON GARCIA  
CHAIRMAN OF THE BOARD



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

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

REQUEST FOR FINAL PAYMENT NO. 22B

Project Number: 4287-03 3.74 MILES  
Date: 1/19/2011

CONTRACT NO. 08-005-04-29  
WORK THRU: 4/25/2010 thru 1/19/11

PROGRESS BILLING WORKSHEET - NO. 1

JOE CHARLES BALLENGER, SR. CEO	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 +/-							
PREPARE RIGHT OF WAY	1	STA	198	\$ 1,500.00	\$ 297,000.00					198.00	0.00	198.00	297,000.00	297,000.00	-	-
REMOVE AND STOCKPILE TOPSOIL (4-IN)	2	CY	18,500	\$ 6.00	\$ 111,000.00	8	18,575.00	\$ 6.00	\$ 450.00	18,500.00	75.00	18,575.00	111,000.00	111,450.00	450.00	-
RAISE LEVEE (BENCH EXCAVATION)	3	CY	17,500	\$ 6.00	\$ 105,000.00					17,500.00	0.00	17,500.00	105,000.00	105,000.00	-	-
RAISE LEVEE (COMPACTED EMBANKMENT)	4	CY	263,200	\$ 12.56	\$ 3,305,792.00	8	262,697.00	\$ 12.56	\$ (6,317.68)	263,200.00	-503.00	262,697.00	3,305,792.00	3,299,474.32	(6,317.68)	-
RAISE LEVEE (TOPSOIL 6-IN)	5	CY	26,800	\$ 6.00	\$ 160,800.00	4,8	23,837.00	\$ 6.00	\$ (17,778.00)	24,120.00	-283.00	23,837.00	144,720.00	143,022.00	(1,698.00)	-
RAISE LEVEE (DRIVEWAY EMBANKMENT)	6	CY	29,100	\$ 6.00	\$ 174,600.00					29,100.00	0.00	29,100.00	174,600.00	174,600.00	-	-
RIP RAP (CONCRETE)	7	CY	2,450	\$ 300.90	\$ 737,205.00	8	2,287.00	\$ 300.9000	\$ (49,046.70)	2,450.00	-163.00	2,287.00	737,205.00	688,158.30	(49,046.70)	-
RIP RAP (STONE TYPE R - DRY - 24 IN THICK)	8	CY	1,500	\$ 85.66	\$ 128,490.00					1,500.00	0.00	1,500.00	128,490.00	128,490.00	-	-
ROADWAY SUBGRADE 8" DEPTH	9	SY	618	\$ 18.17	\$ 11,229.06					618.00	0.00	618.00	11,229.06	11,229.06	-	-
RDWAY FLEXIBLE BASE (CALICHE TYPE D GR 6 CL 4)	10	CY	7,950	\$ 31.00	\$ 246,450.00					7,950.00	0.00	7,950.00	246,450.00	246,450.00	-	-
1-1/2 INCH ASPHALT PAVING	11	SY	7,800	\$ 7.74	\$ 60,372.00					7,800.00	0.00	7,800.00	60,372.00	60,372.00	-	-
2 INCH ASPHALT PAVING	12	SY	11,300	\$ 9.70	\$ 110,827.00					11,300.00	0.00	11,300.00	110,827.00	110,827.00	-	-
PRIME OIL (MC-30) @ 0.20 GAL/SY	13	GAL	3,800	\$ 3.99	\$ 15,162.00	8	3,850.00	\$ 3.99	\$ 199.50	3,800.00	50.00	3,850.00	15,162.00	15,361.50	199.50	-
HYDROMULCH SEEDING	14	SY	146,000	\$ 0.28	\$ 40,880.00					146,000.00	0.00	146,000.00	40,880.00	40,880.00	-	-
METAL BEAM GUARD RAIL	15	LF	9,215	\$ 17.00	\$ 156,655.00	8	8,188.00	\$ 17.00	\$ (17,459.00)	9,215.00	-1,027.00	8,188.00	156,655.00	139,196.00	(17,459.00)	-
MISE RETAINING WALL	16	SF	1,600	\$ 39.71	\$ 63,536.00					1,600.00	0.00	1,600.00	63,536.00	63,536.00	-	-
STEEL SHEET PILING (AZ-18) 25 FT DEPTH	17	LF	81	\$ 885.28	\$ 71,706.06					81.00	0.00	81.00	71,706.06	71,706.06	-	-
LEVEE ACCESS GATES	18	EA	6	\$ 6,661.22	\$ 39,967.32					6.00	0.00	6.00	39,967.32	39,967.32	-	-
WATER LINE AND APPURTENANCE ADJUSTMENT	19	EA	12	\$ 1,941.29	\$ 23,295.48					12.00	0.00	12.00	23,295.48	23,295.48	-	-
GATEWELL (74 INCH X X60 INCH) COMPLETE-IN PLACE	20	EA	3	\$ 25,000.00	\$ 75,000.00					3.00	0.00	3.00	75,000.00	75,000.00	-	-
30 INCH CONCRETE HEADWALL	21	EA	2	\$ 4,156.83	\$ 8,313.66	4	1.00	\$ 4,156.83	\$ (4,156.83)	1.00	0.00	1.00	4,156.83	4,156.83	-	-
30 INCH REINFORCED CONCRETE PIPE CLASS III	22	LF	170	\$ 81.17	\$ 13,798.90	4,6	40.00	\$ 81.17	\$ (10,552.10)	24.00	16.00	40.00	1,948.08	3,246.80	1,298.72	-
SLICE GATE (REMOVE-REFURBISH-REINSTALL)	23	EA	3	\$ 11,000.00	\$ 33,000.00	4	2.00	\$ 11,000.00	\$ (11,000.00)	2.00	0.00	2.00	22,000.00	22,000.00	-	-
GRATE (62 INCH BY 48 INCH)	24	EA	3	\$ 2,148.48	\$ 6,445.44					3.00	0.00	3.00	6,445.44	6,445.44	-	-
LADDER (INSTALLED)	25	EA	3	\$ 3,860.12	\$ 11,580.36					3.00	0.00	3.00	11,580.36	11,580.36	-	-
REMOVE EXISTING STRUCTURE (GATEWELL)	26	EA	3	\$ 4,171.33	\$ 12,513.99	4,6	3.00	\$ 4,171.33	\$ -	3.00	0.00	3.00	12,513.99	12,513.99	-	-
REMOVE EXISTING 30 INCH HEADWALL	27	EA	2	\$ 710.68	\$ 1,421.36					2.00	0.00	2.00	1,421.36	1,421.36	-	-
REMOVE CONCRETE HEADWALL (STA 0+00 GALVAN ROAD)	28	LF	80	\$ 89.01	\$ 7,120.80					80.00	0.00	80.00	7,120.80	7,120.80	-	-
GEOTEXTILE FABRIC	29	SY	12,400	\$ 1.15	\$ 14,260.00	8	11,604.00	\$ 1.15	\$ (915.40)	12,400.00	-796.00	11,604.00	14,260.00	13,344.60	(915.40)	-
UNDER DRAIN (PVC) INCLUDE FILTER MATERIAL & FABRIC	30	LF	4,200	\$ 12.48	\$ 52,416.00	8	3,937.00	\$ 12.48	\$ (3,282.24)	4,200.00	-263.00	3,937.00	52,416.00	49,133.76	(3,282.24)	-
48 INCH CORRUGATED METAL PIPE	31	LF	112	\$ 241.79	\$ 27,080.48					112.00	0.00	112.00	27,080.48	27,080.48	-	-
STRIPING AND MARKING	32	LS	1	\$ 19,218.80	\$ 19,218.80					1.00	0.00	1.00	19,218.80	19,218.80	-	-
TEMPORARY EROSION CONTROL (FILTER FABRIC FENCE)	33	LF	40,500	\$ 2.28	\$ 92,340.00	4	39,600.00	\$ 2.28	\$ (2,052.00)	39,600.00	0.00	39,600.00	90,288.00	90,288.00	-	-
TEMPORARY EROSION CONTROL (ENTRANCE / EXIT)	34	EA	6	\$ 29.12	\$ 174.72	4	0.00	\$ 29.12	\$ (174.72)	0.00	0.00	0.00	-	-	-	-
REPLACE SIGNS	35	EA	20	\$ 485.32	\$ 9,706.40	8	30.00	\$ 485.32	\$ 4,853.20	20.00	10.00	30.00	9,706.40	14,559.60	4,853.20	-
TRENCH EXCAVATION SAFETY PROTECTION	36	LF	300	\$ 1.38	\$ 414.00	4	24.00	\$ 1.38	\$ (380.88)	24.00	0.00	24.00	33.12	33.12	-	-
TRAFFIC CONTROL ANZALDUAS PARK ENTRANCE	37	LS	1	\$ 9,706.46	\$ 9,706.46					1.00	0.00	1.00	9,706.46	9,706.46	-	-
TRAFFIC CONTROL CHIMNEY PARK ENTRANCE	38	LS	1	\$ 9,706.46	\$ 9,706.46					1.00	0.00	1.00	9,706.46	9,706.46	-	-
TRAFFIC CONTROL MILITARY ROAD	39	LS	1	\$ 19,644.72	\$ 19,644.72					1.00	0.00	1.00	19,644.72	19,644.72	-	-
SALVAGE CALICHE (4 INCH)	40	CY	3,900	\$ 6.17	\$ 24,063.00					3,900.00	0.00	3,900.00	24,063.00	24,063.00	-	-
INSTALL 4" UNDERDRAIN W/ INLET BOX AND SPLASH PAD	42	LS	0	\$ -	\$ -	1	1.00	\$ 5,563.14	\$ 5,563.14	1.00	0.00	1.00	5,563.14	5,563.14	-	-
PURCHASE AND HAUL TOPSOIL	43	CY	0	\$ -	\$ -	3	8,000.00	\$ 4.84	\$ 37,120.00	8,000.00	0.00	8,000.00	37,120.00	37,120.00	-	-
RIVERSIDE CLUB PARKING LOT & RAMP TRANSITION	44	LS	0	\$ -	\$ -	2	1.00	\$ 12,860.62	\$ 12,860.62	1.00	0.00	1.00	12,860.62	12,860.62	-	-
INSTALL ADDITIONAL 4" UNDERDRAIN W/ INLET BOX AND SPLASH PAD	45	LS	0	\$ -	\$ -	5	1.00	\$ 1,294.09	\$ 1,294.09	1.00	0.00	1.00	1,294.09	1,294.09	-	-
TERMINAL ANCHOR SECTIONS	47	EA	0	\$ -	\$ -	8	20.00	\$ 600.00	\$ 12,000.00	0.00	20.00	20.00	-	12,000.00	12,000.00	-
MATERIAL ON HAND																

SUBTOTAL ORIGINAL CONTRACT AMOUNT: \$ 8,307,892.47

SUPPLEMENTAL BID ITEM

CONTRACTOR TO CLEAR AREA OF ANY OBSTRUCTIONS WITHIN CHIMNEY PARK STA. (84+00 TO 100+00) THAT IMPEDES THE CONSTRUCTION OF THE LEVEE IMPROVEMENTS	S1	LS	1	\$ 44,115.72	\$ 44,115.72											
										1.00	0.00	1.00	44,115.72	44,115.72	-	-

ORIGINAL CONTRACT AMOUNT WITH SUPPLEMENTAL BID ITEM: \$ 6,351,808.19  
NET CHANGES BY CHANGE ORDER(S): \$ (48,775.00)  
TOTAL CONTRACT AMOUNT TO DATE: \$ 6,303,033.19

Estimated % Project Completion to Date: 100.00%

Actual Damages: Current Days:

To-Date Days:

LESS RETAINAGE @ 10% \$ 630,303.31 \$ (5,991.76)  
RELEASED RETAINAGE PR #14 \$ 310,535.92 \$ -  
RELEASED RETAINAGE PR #21 \$ 162,879.58 \$ -  
RELEASE REMAINING RETAINAGE TO DATE \$ 156,887.82 \$ 156,887.82  
LESS Previous Requests for Payments \$ 6,200,071.22 \$ -  
A/D per day \$ - \$ -  
DEFECTIVE WORK CO NO. 7 \$ (13,310.78) \$ (13,310.78)  
TOTAL AMOUNT DUE THIS REQUEST \$ 89,651.21 \$ 89,651.21

TOTAL COMPLETE TO-DATE  
TOTAL CURRENT CONTRACT EARNED  
CONTRACT BALANCE TO COMPLETE





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

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

REQUEST FOR FINAL PAYMENT NO. 19B

Project Number: 4287-04 5.30 MILES  
Date: 1/19/2011

CONTRACT NO. 08-007-05-27  
WORK THRU: 4/25/2010 thru 1/19/2011

PROGRESS BILLING WORKSHEET - NO. 1

JOE CHARLES BALLENGER, SR. CEO	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	57,250	\$ 2.55	\$ 145,987.50					57,250.00	0.00	57,250.00	145,987.50	145,987.50	-	-	
TEMP EROSION CONTROL (CONST EXIT/ENTR)	2	EA	3	\$ 1,850.00	\$ 5,550.00	7	1.00	\$ 1,850.00	\$ (3,700.00)	1.00	0.00	1.00	1,850.00	1,850.00	-	-	
TEMP EROSION CONTROL (ROCK FILTER)	3	LF	90	\$ 68.50	\$ 6,165.00	7	0.00	\$ 68.50	\$ (6,165.00)	0.00	0.00	0.00	-	-	-	-	
PREPARATION OF RIGHT OF WAY	4	STA	276	\$ 112.00	\$ 30,912.00					276.00	0.00	276.00	30,912.00	30,912.00	-	-	
ROADWAY EXCAVATION (4IN)	5	CY	1,000	\$ 2.91	\$ 2,910.00					1,000.00	0.00	1,000.00	2,910.00	2,910.00	-	-	
REMOVE/STOCKPILE (EXIST CALICHE)	6	CY	5,166	\$ 6.61	\$ 34,147.26					5,166.00	0.00	5,166.00	34,147.26	34,147.26	-	-	
REMOVE/STOCKPILE (EXIST TOPSOIL) (4 IN)	7	CY	30,378	\$ 2.47	\$ 75,033.66					30,378.00	0.00	30,378.00	75,033.66	75,033.66	-	-	
HYDROMULCH	8	SY	251,582	\$ 0.44	\$ 110,696.08					251,582.00	0.00	251,582.00	110,696.08	110,696.08	-	-	
RAISE LEVEE (BENCH EXCAVATION)	9	CY	32,670	\$ 2.33	\$ 76,121.10					32,670.00	0.00	32,670.00	76,121.10	76,121.10	-	-	
RAISE LEVEE (EMBANKMENT)	10	CY	424,120	\$ 10.17	\$ 4,313,300.40	1	417,033.67	\$ 10.17	\$ (72,067.98)	417,033.67	0.00	417,033.67	4,241,232.42	4,241,232.42	-	-	
RAISE LEVEE (TOPSOIL 6 IN)	11	CY	41,921	\$ 3.47	\$ 145,465.87					41,921.00	0.00	41,921.00	145,465.87	145,465.87	-	-	
RIPRAP STONE TYPE-R DRY (12 IN THICK)	12	CY	5,506	\$ 88.04	\$ 484,748.24					5,506.00	0.00	5,506.00	484,748.24	484,748.24	-	-	
RIPRAP STONE TYPE-R DRY (36 IN THICK)	13	CY	6,444	\$ 78.64	\$ 506,756.16					6,444.00	0.00	6,444.00	506,756.16	506,756.16	-	-	
ROADWAY EMBANKMENT(ACCESS ROAD)	14	CY	11,985	\$ 9.71	\$ 116,374.35					11,985.00	0.00	11,985.00	116,374.35	116,374.35	-	-	
TRAFFIC CONTROL	15	LS	1	\$ 10,871.08	\$ 10,871.08					1.00	0.00	1.00	10,871.08	10,871.08	-	-	
ROADWAY FLEX BASE (TY D GR 6 CL 4)	16	CY	9,881	\$ 31.57	\$ 311,943.17					9,881.00	0.00	9,881.00	311,943.17	311,943.17	-	-	
8" SUBGRADE	17	SY	2,220	\$ 29.61	\$ 65,734.20	7	471,5191	\$ 29.61	\$ (51,772.52)	471,5191	0.0000	471,5191	13,961.68	13,961.68	-	-	
PRIME OIL (MC 30)	18	GAL	1,639	\$ 4.91	\$ 8,047.49					1,639.00	0.00	1,639.00	8,047.49	8,047.49	-	-	
HOT MIX ASPH SURF (1 1/2 IN)	19	SY	7,721	\$ 7.77	\$ 59,992.17					7,721.00	0.00	7,721.00	59,992.17	59,992.17	-	-	
REMOVE GUARD WIRE WITH POST	20	LF	24,181	\$ 2.48	\$ 59,968.88					24,181.00	0.00	24,181.00	59,968.88	59,968.88	-	-	
METAL BEAM GUARD RAIL WITH POST	21	LF	4,000	\$ 19.50	\$ 78,000.00					4,000.00	0.00	4,000.00	78,000.00	78,000.00	-	-	
GATEWELL NO. 300 ABANDON/PLUG AS SHOWN ON PLANS	22	LS	1	\$ 6,734.06	\$ 6,734.06					1.00	0.00	1.00	6,734.06	6,734.06	-	-	
GATEWELL NO. 301 ABANDON/PLUG AS SHOWN ON PLANS	23	LS	1	\$ 6,693.42	\$ 6,693.42					1.00	0.00	1.00	6,693.42	6,693.42	-	-	
GATEWELL NO. 302 ABANDON/PLUG AS SHOWN ON PLANS	24	LS	1	\$ 6,877.13	\$ 6,877.13					1.00	0.00	1.00	6,877.13	6,877.13	-	-	
GATEWELL NO. 303 ABANDON/PLUG AS SHOWN ON PLANS	25	LS	1	\$ 6,693.42	\$ 6,693.42					1.00	0.00	1.00	6,693.42	6,693.42	-	-	
GATEWELL NO. 304 AS SHOWN ON PLANS	26	LS	1	\$ 32,042.77	\$ 32,042.77					1.00	0.00	1.00	32,042.77	32,042.77	-	-	
GATEWELL NO. 305 AS SHOWN ON PLANS	27	LS	1	\$ 51,687.62	\$ 51,687.62					1.00	0.00	1.00	51,687.62	51,687.62	-	-	
GATEWELL NO. 306 AS SHOWN ON PLANS	28	LS	1	\$ 90,344.22	\$ 90,344.22					1.00	0.00	1.00	90,344.22	90,344.22	-	-	
GATEWELL NO. 307 AS SHOWN ON PLANS	29	LS	1	\$ 71,859.42	\$ 71,859.42	2	1.00	\$ 7,000.00	\$ (64,859.42)	1.00	0.00	1.00	7,000.00	7,000.00	-	-	
GATEWELL NO. 308 AS SHOWN ON PLANS	30	LS	1	\$ 75,377.46	\$ 75,377.46					1.00	0.00	1.00	75,377.46	75,377.46	-	-	
GATEWELL NO. 309 AS SHOWN ON PLANS	31	LS	1	\$ 39,691.05	\$ 39,691.05					1.00	0.00	1.00	39,691.05	39,691.05	-	-	
GATEWELL NO. 310 AS SHOWN ON PLANS	32	LS	1	\$ 26,819.51	\$ 26,819.51					1.00	0.00	1.00	26,819.51	26,819.51	-	-	
GATEWELL NO. 311 AS SHOWN ON PLANS	33	LS	1	\$ 55,867.24	\$ 55,867.24					1.00	0.00	1.00	55,867.24	55,867.24	-	-	
GATEWELL NO. 312 AS SHOWN ON PLANS	34	LS	1	\$ 13,220.53	\$ 13,220.53					1.00	0.00	1.00	13,220.53	13,220.53	-	-	
GATEWELL NO. 313 AS SHOWN ON PLANS	35	LS	1	\$ 72,548.18	\$ 72,548.18	2	1.00	\$ 7,000.00	\$ (65,548.18)	1.00	0.00	1.00	7,000.00	7,000.00	-	-	
GATEWELL NO. 314 AS SHOWN ON PLANS	36	LS	1	\$ 345,567.04	\$ 345,567.04					1.00	0.00	1.00	345,567.04	345,567.04	-	-	
LEVEE GATES	37	EA	5	\$ 7,573.32	\$ 37,866.60					5.00	0.00	5.00	37,866.60	37,866.60	-	-	
REMOVE/REPLACE SIGNS	38	EA	13	\$ 350.00	\$ 4,550.00					13.00	0.00	13.00	4,550.00	4,550.00	-	-	
24 IN RCP CLASS III	39	LF	0	\$ -	\$ -	2	784.00	\$ 41.20	\$ 32,300.80	784.00	0.00	784.00	32,300.80	32,300.80	-	-	
6 FT CONCRETE MANHOLE	40	EA	0	\$ -	\$ -	2	1.00	\$ 4,559.00	\$ 4,559.00	1.00	0.00	1.00	4,559.00	4,559.00	-	-	
24 IN HEADWALL	41	EA	0	\$ -	\$ -	2	2.00	\$ 570.00	\$ 1,140.00	2.00	0.00	2.00	1,140.00	1,140.00	-	-	
18 IN RCP CLASS III	42	LF	0	\$ -	\$ -	4	40.00	\$ 51.50	\$ 2,060.00	40.00	0.00	40.00	2,060.00	2,060.00	-	-	
18 IN HEADWALL	43	EA	0	\$ -	\$ -	4	2.00	\$ 590.00	\$ 1,180.00	2.00	0.00	2.00	1,180.00	1,180.00	-	-	
15" GATE VALVE	44	LS	0	\$ -	\$ -	6	1.00	\$ 3,620.94	\$ 3,620.94	1.00	0.00	1.00	3,620.94	3,620.94	-	-	
RIPRAP STONE TYPE-R DRY (18 IN THICK)	45	CY	0	\$ -	\$ -	5,8A	3,005.00	\$ 85.37	\$ 256,536.85	3,005.00	0.00	3,005.00	256,536.85	256,536.85	-	-	
REMOBILIZATION OF EQUIPMENT	46	LS	0	\$ -	\$ -	8A	1.00	\$ 1,186.50	\$ 1,186.50	0.00	1.00	1.00	-	1,186.50	1,186.50	-	-
MATERIALS ON HAND																	

ORIGINAL CONTRACT AMOUNT: \$ 7,593,164.28  
NET CHANGES BY CHANGE ORDER(S) \$ 38,470.99  
TOTAL CONTRACT AMOUNT TO DATE \$ 7,631,635.27

Estimated % Project Completion to Date: 100.00%

TOTAL COMPLETE TO DATE \$ 7,630,448.77  
TOTAL CURRENT CONTRACT EARNED \$ 7,631,635.27  
CONTRACT BALANCE TO COMPLETE \$ 1,186.50

LESS RETAINAGE @ 10% \$ 763,163.53  
RELEASED RETAINAGE PR #13 \$ 367,471.53  
RELEASED RETAINAGE PR #18 \$ 197,786.68  
RELEASE REMAINING RETAINAGE TO DATE \$ 197,905.33  
LESS Previous Requests for Payments \$ 7,432,662.11  
TOTAL AMOUNT DUE THIS REQUEST \$ 198,973.18



**AI-24918**

**6.**

**County Treasurer Bond  
DRAINAGE DISTRICT**

Date: 01/25/2011

Submitted By: Fred Zamarripa, TREASURER'S OFFICE

Submitted For: Norma Garcia

Department: TREASURER'S OFFICE

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Information

**CAPTION**

A. Discussion, consideration and approval of bond in the amount of \$50,000.00 for the County Treasurer as recommended by the County Auditor as set forth under Local Government Code, Section 83.002.

B. Intradepartmental transfer needed for bond increase from object #601 to object #529 in the amount of \$710.00

**BACKGROUND**

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Fiscal Impact

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Attachments

Link: [Bond](#)

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Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management		01/21/2011 05:21 PM	PEND
2	Fred Zamarripa	Fred Zamarripa	01/20/2011 04:37 PM	APRV
3	Final Approval		01/21/2011 05:21 PM	NEW

Form Started By: Fred Zamarripa  
Started On: 01/19/2011 04:42 PM

Final Approval Date: 01/21/2011

---

INVOICE  
01/20/11

**Montalvo Insurance Agency**  
PO Box 2  
Weslaco, Texas 78599  
956-968-5521

To: Norma G. Garcia  
P. O. Box 1073  
Donna, TX. 78537

<b>Type of Coverage: Public Official Bond #LPO2109318 - \$50,000.</b>	
<b>Company: Old Republic Surety Co.</b>	
<b>Term: 01/01/11 – 01/01/15</b>	
<b>Premium:</b>	<b>\$ 888.00</b>
<b>Premium received on 1/10/11</b>	<b>\$ - 178.00</b>
<b>Type of Coverage: Public Official Bond #LPO2109319 - \$500,000.</b>	
<b>Company: Old Republic Surety Co</b>	
<b>Term: 01/01/11 – 01/01/15</b>	
<b>Premuim:</b>	<b>\$ 8,875.00</b>
<b>Premium received on 1/10/11</b>	<b>\$ - 444.00</b>
<b>Total Premium:</b>	<b>\$ 9,141.00</b>
<b>Please attach Riders to original bonds. No signatures are required.</b>	
<b>Check is payable to Montalvo Insurance Agency.</b>	
<b>THANK YOU FOR YOUR BUSINESS</b>	



KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

ANNIE TUTT, BRIAN P. KINDER, TERESA SEGOVIA, LESIA SLUCK, DONNA NELSON, ELLEN WILSON, SARAH GREEN, DAWN ANGLIN, CLIFF MILLER, OF DALLAS, TX

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$10,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) ----- FOR ANY SINGLE OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION.

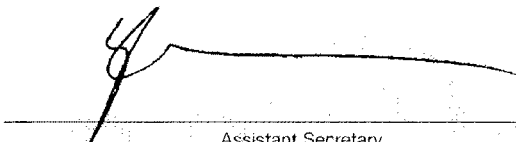
and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that the president, any vice-president, or assistant vice president in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

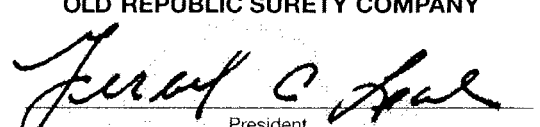
- RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company
- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
  - (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
  - (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

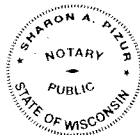
IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 18TH day of JANUARY, 2011.

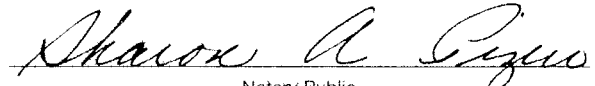
  
 \_\_\_\_\_  
 Assistant Secretary  
 STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS



OLD REPUBLIC SURETY COMPANY  
  
 \_\_\_\_\_  
 President

On this 18TH day of JANUARY, 2011, personally came before me, GERALD C. LEACH and RICK A. JOHNSON to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



  
 \_\_\_\_\_  
 Notary Public  
 My commission expires: 12/02/2012

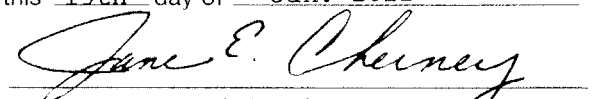
**CERTIFICATE**

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.  
 89-0030



Signed and sealed at the City of Brookfield, WI this 19th day of Jan. 2011

OLD REPUBLIC SURETY COMPANY

  
 \_\_\_\_\_  
 Assistant Secretary



# OLD REPUBLIC

"Company" means as interest(s) may appear, the Old Republic Surety Company, any and/or all subsidiary(ies), and/all parent company(ies) of Old Republic Surety Company, and/or any affiliated company(ies) within the Old Republic International General Insurance Group, as well as/or any and/all reinsuring surety(ies), co-surety(ies) and any surety(ies) which have been procured to execute the bond(s), their successors or assigns.

PLEASE TYPE OR PRINT LEGIBLY

## APPLICATION FOR PUBLIC OFFICIAL BOND (For Bonds up to \$250,000)

APPLICANT'S NAME AND ADDRESS Norma G. Garcia P.O. Box 1073 Donna, TX. 78537			AGENT Ramon Montalvo III
EXACT NAME OF OBLIGEE TO WHOM BOND IS PAYABLE Hidalgo County Drainage District #1			AMOUNT OF BOND \$ 10,000.00
TERM OF OFFICE <input checked="" type="checkbox"/> DEFINITE <input type="checkbox"/> INDEFINITE			PREMIUM PAYMENT <input type="checkbox"/> ANNUAL <input checked="" type="checkbox"/> TERM
BEGINS 01/01/2011	ENDS 01/01/2015	OFFICIAL TITLE County Treasurer	
HAS APPLICANT HELD THIS OFFICE BEFORE?    WHEN? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO                      01/01/1995		<input checked="" type="checkbox"/> ELECTED                      DATE <input type="checkbox"/> APPOINTED                      01/01/2011	
APPROXIMATE NET WORTH OF APPLICANT \$			
SOCIAL SECURITY NUMBER 455-80-8367			
<b>ON BONDS OVER \$25,000 ALSO COMPLETE THE FOLLOWING</b>			
OCCUPATION AND EMPLOYER PRIOR TO TAKING OFFICE? MAYOR - CITY OF MERCEDES			
NUMBER OF DEPUTIES AND SUBORDINATES? 1                      12		WILL THEY BE BONDED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
BY WHOM ARE ACCOUNTS EXAMINED? Burton McCumber & Cortez L.L.P.		WHEN? Annually	LAST EXAMINATION DATE 12/31/09
ARE TAXES COLLECTED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	AMOUNT COLLECTED? Armando Barrera, Jr. - Tax Assessor Collector	WHERE ARE FUNDS DEPOSITED? Tax General Account	
DOES APPLICANT SIGN CHECKS <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	IF YES, DO ALL CHECKS REQUIRE A SECOND SIGNATURE? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO IF NO, PLEASE EXPLAIN		
DOES APPLICANT RECONCILE THE BANK ACCOUNTS? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			

### INDEMNITY AGREEMENT

(A FACSIMILE AND OR SCANNED COPY OF THIS AGREEMENT SHALL BE TREATED AS AN ORIGINAL FOR ALL PURPOSES)

The undersigned applicant and/or indemnitors hereby request The Company to become surety for and furnish the above bond and such other bond or bonds as may now or hereafter be required by or on behalf of the above named applicant.

The undersigned certify that the information and statements contained in this application are true, and the undersigned jointly and severally in consideration of the Company becoming surety, or executing or guaranteeing any bond or bonds for the applicant, do for value received hereby covenant, promise and agree to pay the Company the usual premium, and we each jointly and severally agree to indemnify and keep indemnified the said Company from and against any liability, and all loss, costs, charges, suits, damages, counsel fees and expenses of whatever kind of nature which said Company shall at any time sustain or incur, for or by reason, or in consequence of said Company having become surety or entering into such bond or bonds and agree to place the Company in funds to meet any claim or demand before it shall be required to make payment.

That the Company shall have the right and is hereby authorized but not required: (a) to adjust, settle or compromise any claim, demand, suit or judgment upon said bond, and defend such suit and to appeal such judgment; and (b) to fill in any blank or blanks left in this application and indemnity contract, or at its election may have the case, cross-action or proceedings, or any part of it or them dismissed, or any appeal, writ of error, certiorari or any part of the appeal or writ of error or certiorari dismissed (the Company through its Attorney-in-Fact is hereby made the agent and Attorney-in-Fact of the undersigned, and the principals on said bond for all purposes).

This obligation is performable in Milwaukee, Milwaukee County, Wisconsin, where suit may be brought.

Dated this 15<sup>th</sup> day of DECEMBER, 2010.

Norma G. Garcia (SEAL)

\_\_\_\_\_ (SEAL)

ARKANSAS: "Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison."

COLORADO: "It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies."

DISTRICT OF COLUMBIA: "Warning: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant."

FLORIDA: "Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree."

HAWAII: "For your protection, Hawaii law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment, or both."

KENTUCKY: "Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime."

LOUISIANA: "Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison."

MAINE: "It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or denial of insurance benefits."

NEW JERSEY: "Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties."

NEW MEXICO: "Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties."

NEW YORK: "Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation."

OHIO: "Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud."

PENNSYLVANIA: "Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."

RHODE ISLAND: Insurer shall place on the application a warning which indicates the existence of a criminal penalty for failure to disclose a conviction for arson.

TENNESSEE: "It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits."

VIRGINIA: "It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits."

WASHINGTON: "It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits."



# OLD REPUBLIC

Old Republic Surety Company  
Old Republic Insurance Company  
Bituminous Casualty Corporation

7610 Stemmons, Suite 400  
P.O. Box 569486, Dallas, TX 75356-9480  
Phone: (214) 634-1900/Fax: (214) 688-1120

## OFFICIAL BOND AND OATH

LPO2109318

KNOW ALL PERSONS BY THESE PRESENTS:

Bond Number

That we, Norma G. Garcia, of P.O. Box 1073, Donna, TX. 78537 as Principal, and Old Republic Surety Co., a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto the Hidalgo County Drainage District #1 and/or his/her successors in the penal sum of Ten Thousand Dollars and no/100 Dollars (\$ 10,000.00),

for the payment of which we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, SEALED and DATED this 22nd day of November, 2010.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 1st day of January, 2011, duly Elected to the office of (Elected - Appointed)

County Treasurer in and for Hidalgo County in the State of Texas, for a term of 4 year(s) commencing on the 1st day of January, 2011.

NOW, THEREFORE, If the said Principal shall faithfully perform and discharge all the duties required of him/her by law as the aforesaid officer, and shall faithfully execute the duties of his/her office; remit according to law all funds received as county treasurer, and render an account of all funds received to the commissioners' court at each regular term of the court

\_\_\_\_\_, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be canceled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Norma G. Garcia

Principal

Countersigned

Ru Mateo

Texas Resident Agent



Old Republic Surety

Surety

Ru Mateo

Attorney-in-Fact

### ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS

County of Hidalgo } ss

Before me, Alfredo Zamarripa on this day, personally appeared Norma G. Garcia, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office, at Edinburg, Texas, this 15 day of December, 2010.

SEAL



ALFREDO ZAMARRIPA  
My Commission Expires  
October 05, 2011

Alfredo Zamarripa

Notary Public  
Hidalgo

County, Texas



**OLD REPUBLIC**

Old Republic Surety Company  
 Old Republic Insurance Company  
 Bituminous Casualty Corporation

FILED  
AT 3:06 O'CLOCK P M

DEC 29 2010

7610 Stemmons, Suite 400  
P.O. Box 569486, Dallas, TX 75356-9480  
Phone: (214) 634-1900/Fax: (214) 688-1120

ARTURO GUAJARDO, JR., COUNTY CLERK  
HIDALGO COUNTY, TEXAS

**OFFICIAL BOND AND OATH**

LPO2109318

KNOW ALL PERSONS BY THESE PRESENTS:

Bond Number

That we, Norma G. Garcia, of P.O. Box 1073, Donna, TX. 78537 as Principal, and Old Republic Surety Co., a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto the Hidalgo County Drainage District #1 and/or his/her successors in the penal sum of Ten Thousand Dollars and no/100 Dollars (\$ 10,000.00),

for the payment of which we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, SEALED and DATED this 22nd day of November, 2010.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 1st day of January, 2011, duly Elected to the office of

(Elected - Appointed)

County Treasurer in and for Hidalgo County in the State of Texas, for a term of 4 year(s) commencing on the 1st day of January, 2011.

NOW, THEREFORE, If the said Principal shall faithfully perform and discharge all the duties required of him/her by law as the aforesaid officer, and shall faithfully execute the duties of his/her office; remit according to law all funds received as county treasurer, and render an account of all funds received to the commissioners' court at each regular term of the court

, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be canceled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Norma G. Garcia

Principal

Countersigned

[Signature]

Texas Resident Agent



Old Republic Surety

Surety

[Signature]

BY

Attorney-in-Fact

**ACKNOWLEDGEMENT OF PRINCIPAL**

THE STATE OF TEXAS

County of Hidalgo } ss

Before me, Alfredo Zamarripa on this day, personally appeared Norma G. Garcia, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office, at Edinburg, Texas, this 15 day of December, 2010.

SEAL



ALFREDO ZAMARRIPA  
My Commission Expires  
October 05, 2011

[Signature]

Notary Public  
Hidalgo

County, Texas

**COPY**

COPY

OATH OF OFFICE
(COUNTY COMMISSIONERS and COUNTY JUDGE)

FILED AT 11:00 O'CLOCK A M
JAN 05 2011
ALFREDO GUJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
DEPUTY

I, \_\_\_\_\_, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of \_\_\_\_\_ of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and subject to such warrants as may issue to me as fees of office. So help me God.

Signed \_\_\_\_\_

Sworn to and subscribed before me, at \_\_\_\_\_, Texas, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

SEAL

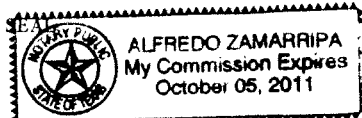
Notary Public
\_\_\_\_\_ County, Texas

OATH OF OFFICE
(GENERAL)

I, Norma G. Garcia, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of County Treasurer of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm), that I have not directly nor indirectly paid, offered, or promised to pay, contributed nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed Norma G. Garcia

Sworn to and subscribed before me, at Edinburg, Texas, this 1st day of January, 2011.



Notary Public
Hidalgo County, Texas

THE STATE OF TEXAS

County of \_\_\_\_\_ } ss

The foregoing bond of \_\_\_\_\_ as \_\_\_\_\_ in and for \_\_\_\_\_ County and State of Texas, this day approved in open Commissioner's Court.

ATTEST:

Date: \_\_\_\_\_, 20\_\_.

\_\_\_\_\_, Clerk

\_\_\_\_\_, County Judge,

County Court \_\_\_\_\_ County

\_\_\_\_\_, County, Texas

THE STATE OF TEXAS

County of \_\_\_\_\_ } ss

I, \_\_\_\_\_, County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, with its certificates of authentication, was filed for record in my office the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, at \_\_\_\_\_ o'clock \_\_\_\_ M., and duly recorded the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, at \_\_\_\_\_ o'clock \_\_\_\_ M., in the Records of Official Bonds of said County in Volume \_\_\_\_\_, on page \_\_\_\_\_.

WITNESS my hand and the seal of the County Court of said County, at office in \_\_\_\_\_, Texas, the day and year last above written.

\_\_\_\_\_, Clerk

By \_\_\_\_\_ Deputy

County Court \_\_\_\_\_ County



KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

RAMON MONTALVO, III, OF WESLACO, TX

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$10,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) ----- FOR ANY SINGLE OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

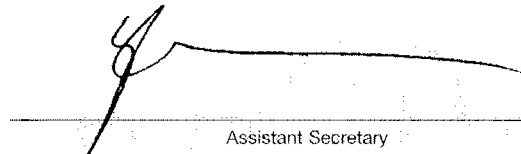
RESOLVED that, the president, any vice-president, or assistant vice president in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

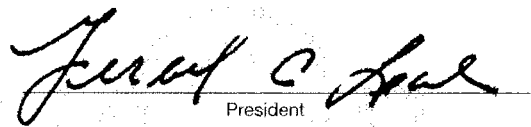
RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 22ND day of JUNE, 2010.

  
Assistant Secretary

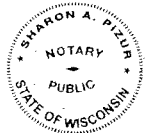


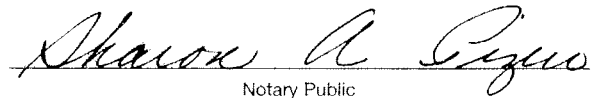
OLD REPUBLIC SURETY COMPANY

  
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 22ND day of JUNE, 2010, I, \_\_\_\_\_, personally came before me, GERALD C. LEACH and RICK A. JOHNSON to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



  
Notary Public

My commission expires: 12/02/2012

**CERTIFICATE**

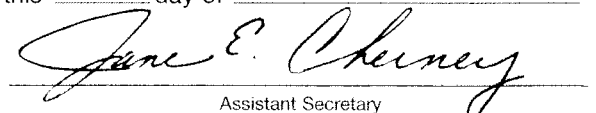
I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

89-5610



Signed and sealed at the City of Brookfield, WI this \_\_\_\_\_ day of \_\_\_\_\_

MONTALVO INSURANCE AGENCY

  
Assistant Secretary

**THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.**

**Approval Gasoline/Pit Run Caliche  
DRAINAGE DISTRICT**

Date: 01/25/2011  
Submitted By: Jaime Salazar, DRAINAGE DISTRICT  
Submitted For: Jaime Salazar  
Department: DRAINAGE DISTRICT

Information

CAPTION

A. Recommending award of bid and approval of contract to sole bidder meeting all required specifications for Bid No. 11-001-01-12 "Gasoline, on & off Highway Diesel Fuel" (Gold Star Petroleum, Inc.).

B. Recommending award of bid and approval of contract to sole bidder meeting all required specifications for Bid No. 11-002-01-12 "Pit Run Caliche" (Roy's Hauling Service, Inc.)

BACKGROUND

Fiscal Impact

Attachments

Link: [Bid No. 11-001-01-12 Gasoline](#)

Link: [Bid No. 11-002-01-12 Pit Run Caliche](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/20/2011 03:43 PM	APRV
2	Perla Lopez	Perla Lopez	01/21/2011 10:19 AM	APRV
3	Final Approval		01/21/2011 05:21 PM	NEW
Form Started By: Jaime Salazar			Started On: 01/20/2011 03:02 PM	
Final Approval Date: 01/21/2011				

# HIDALGO COUNTY DRAINAGE DISTRICT NUMBER ONE

902 NORTH DOOLITTLE

EDINBURG, TEXAS 78542

(956) 292-7080

FAX (956) 292-7089



GODFREY GARZA, JR.  
MANAGER

**Date:** January 12, 2011

**To:** Godfrey Garza, District Manager

**Fm:** Jaime J. Salazar, Buyer

**Re:** Bid No.: 11-002-01-12 "Pit Run Caliche"

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Attached you will find the sole bid received for the above referenced. Advertisement did run consecutively for (3) weekends.

Roy's Hauling Service was the only vendor to request a bid packet for this bid.

Bid Price remained the same as the 2009 Bid for this product.

EXHIBIT "B"

HIDALGO COUNTY DRAINAGE DISTRICT NO.1  
"PIT RUN CALICHE"  
BID NO: 11-002-01-12

BID PAGE

Each line item on Bid Page is required to be completed as instructed. Incomplete sections may be considered for probable cause of disqualification and/or non-compliance.

BID PRICE PER TON: \$ 2.00

Pit#1 -  
LOCATION OF PIT(S): 4 miles N. of FM 1925 on Big Five Road, Edinburg

Pit#2 - 3 miles W. of US 281 on FM 1017 to FM 3250, 1 mile S. of FM 3250

TERM: The term is for an initial period of one (1) year with the District's option to extend for an additional one (1) year under the same price, terms and conditions. Prices must remain firm during the contract period. (pit located on West side)

BIDDER/COMPANY NAME: Roy's Hauling Service  
ADDRESS: P.O. Box 1896  
CITY/STATE/ZIP CODE: Edinburg, TX 78540  
PHONE NO: 956.383.2200 FAX NO: 956.383.2569 CELL NO:  
AUTHORIZED SIGNATURE: Roy Balderas Jr.  
PRINTED NAME: Roy Balderas Jr.  
TITLE: Owner DATE: 01-11-2011