

CHANGE ORDER NUMBER THREE (3)

PROJECT: Tower Road Drainage

DATE OF ISSUANCE: April 29, 2009

EFFECTIVE DATE: April 29, 2009

OWNER: HIDALGO COUNTY PRECINCT NO. 2

OWNER's Contract No.: C-08-399-02-09

CONTRACTOR: OG Construction Co.
222 W University Drive
Edinburg, TX 78539

ENGINEER: R. Gutierrez Engineering Corporation
130 E. Park Ave.
Pharr, TX 78577

You are directed to make the following changes in the Contract Documents.

Description:

1. Item 400 Cement Stabilized Backfill was reduced 40 CY.
2. Item 400 Cut and Restore Pavement was reduced 64.40 SY.
3. Item 464 18" RCP (CL III) Rubber Gasket was reduced 418 LF
4. Item 464 24" RCP (CL III) Rubber Gasket was reduced 276 LF
5. Item 464 30" RCP (CL III) Rubber Gasket was reduced 202 LF
6. Item 465 - 1 Concrete manhole Ty "A" was reduced
7. Item 465 - 4 Concrete Inlet Ty "C" were reduced

Reason for Change Order:

1. All the above mentioned items will be constructed by the Hidalgo County Precinct No.2 forces

Attachments:

Change in Contract Price:		CHANGE IN CONTRACT TIME:	
Original Contract Price		Original Contract Time for	
\$ 569,005.57		Substantial Completion:	<u>105</u>
			calendar days or dates
Net Changes from previous Change Order		Net change from previous Change Orders	
\$ 18,672.50		0	
		calendar days	
Contract Price prior to this Change Order		Contract Time prior to this Change Order	
\$ 587,678.07		Substantial Completion:	<u>105</u>
			calendar days or dates
Net Increase (decrease) of this Change Order		Net Increase (decrease) of this Change Order	
\$ (50,421.74)		10	
		calendar days	
Contract Price with all approved Change Orders	Net % increase (decrease) from original contract price.	Contract Time with all approved Change Orders	
\$ 537,256.33	(5.60) %	Substantial Completion:	<u>115</u>
			calendar days or dates

RECOMMENDED:

By: Juan J. Moran P.E.
 Engineer (Authorized Signature)

Date: 4/29/09

APPROVED:

By: _____
 Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: [Signature]
 Contractor (Authorized Signature)

Date: 5/3/09



CONCRETE WORKS, INC.

3807 N. Bentsen Palm Dr. - Mission, TX 78572

Office: (956) 583-6293 - Sales: (956) 789-7784 - Fax: (956) 424-1099

MATERIAL SUPPLIER'S PARTIAL RELEASE OF CLAIM

CONTRACTOR: O.G. CONSTRUCTION
PROJECT NAME: TOWER RD DRAINAGE ITEMS
PROJECT LOCATION: TOWER RD. ALAMO, TX.

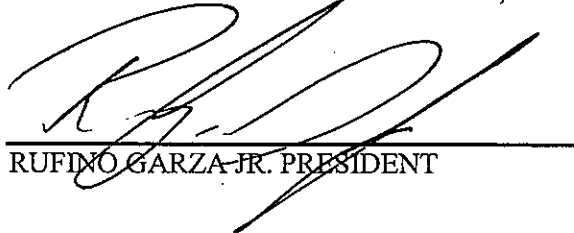
The undersigned certifies that all materials required and furnished by the undersigned as Material Supplier in connection with the above named Project have been paid in the amount of \$ 21,665.00 though March 15th 2009 and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective, and agrees to indemnity and save harmless the said.

UNPAID BALANCE DUE \$45,040.34 AS OF MAY 5th, 2009.

Against all loss, damages, cost or expenses of any character whatsoever that may arise by reason of claims for unpaid materials used in connection with said improvements.

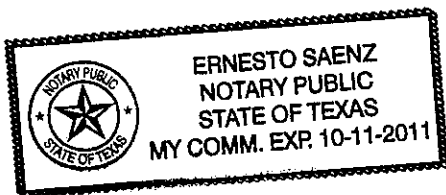
5/05/2009
STATE OF TEXAS
COUNTY OF HIDALGO

L & R PRECAST CONCRETE WORKS, INC.

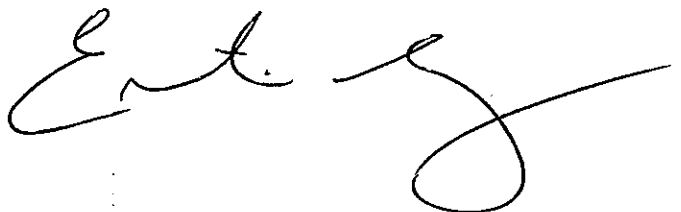


RUFINO GARZA JR. PRESIDENT

SWORN TO AND SUSCRIBED BEFORE ME on this date MAY 5, 2009, to which witness my hand and seal of office.



Notary public in and for the state of TEXAS



PARTIAL RELEASE UPON PAYMENT

Upon receipt by the undersigned of a check from O.G CONSTRUCTION CO,LLC.
(Payee)

in the sum of \$50,003.28.01/Fifty Thousand Three Dollars & 28/100 payable to RIO VALLEY PIPE, LLC and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this documentation shall become effective to release any mechanic's lien, materialman's lien, stop notice, or bond right the undersigned has on the following project:

Name of Project: TOWER ROAD DRAINAGE ITEMS
Address:
City, State, Zip Code: Alamo, TX

This release cover a progress payment for labor, services, equipment, or material furnished to Tower Road Drainage Items through 04/30/2009 only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specific reserved by the claimant in this release. This release of any mechanic's lien, materialman's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon rescission, abandonment, or breach of the contract.

Dated: 5-5-09

Company: Rio Valley Pipe, LLC

By: Edgar Morales

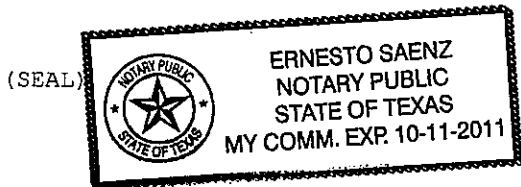
Title: A/R Clerk

THE STATE OF TEXAS

COUNTY OF HIDALGO

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 05TH day of May, 2009.



Edgar Morales
Notary Public In and For Hidalgo
County, Texas

4-27-2009

Date _____

Omar Felipe Garcia

President

(Name of Signatory Party)

(Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by O.G. Utility Group LLC

(Contractor or Subcontractor)

on the

Tower Road Drainage

that during the payroll period commencing on the

(Building or Work)

1 day of April 2009 and ending the 27 day of April 2009

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

OG CONSTRUCTION CO., LLC

(Contractor or Subcontractor)

from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below.

SEE DEDUCTION COLUMNS IN THIS PAYROLL.

NOTE: Being Paid Weekly

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.


(c) EXCEPTIONS

EXCEPTION (CRAFT)

EXPLANATION

REMARKS:

Empty box for REMARKS.

NAME AND TITLE Omar F. Garcia Managing Member	SIGNATURE 
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THE WILLFUL FAUSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.