

September 8, 2009

Mr. Noe Montez  
Hidalgo County Precinct #1  
1902 Joe Stevens Ave.  
Weslaco, Texas 78596

**Re: *Hidalgo County Precinct # 1***  
***Bid No. 2008-320B-01-20***  
***"Culvert Crossing & Drainage Improvements Project Mile 13 North & Mile 6 West"***

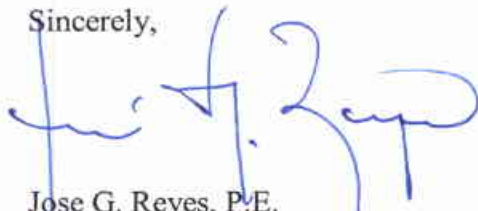
Mr. Montez

Please find attached the Certificate of Completion, Final Application and Release of Retainage from Closner Construction Co. L.C., for the reference project for your review and approval.

Also, please note that a final Walk-Through Inspection was done, on Wednesday, September 2, 2009 at 11:00 am, and all work was performed according to plans and specifications.

Your cooperation with this matter is greatly appreciated. Should you have any questions or need additional information please call me at, 956.968.8800.

Sincerely,



Jose G. Reyes, P.E.  
Project Manager



**CLOSNER CONSTRUCTION Co., L.C.**  
 2809 W EXPRESSWAY 83  
 LA FERIA, TX 78559  
 TEL (956) 797-0785 \* FAX (956) 797-0576

Work Completed  
 From: June 22, 2009  
 To: July 25, 2009  
 Date: July 25, 2009

Final Pay Application  
 Culvert Crossing & Drainage Imp.

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	TOTAL UNITS TO DATE	TOTAL BILLED TO DATE
<b>Roadway Improvements</b>							
A1	7" Flexible Base (New)(TYD GR3)	1,326	CY	\$ 23.15	\$ 30,696.90	1326	\$ 30,696.90
A2	6" Lime Treated Subgrade(6%Lime)	6,821	SY	\$ 5.75	\$ 39,220.75	6821	\$ 39,220.75
A3	Salvage Caliche	934	CY	\$ 1.50	\$ 1,401.00	934	\$ 1,401.00
A4	Hydromulch Seeding	1,895	SY	\$ 2.50	\$ 4,737.50	1895	\$ 4,737.50
A5	Signs	3	EA	\$ 425.00	\$ 1,275.00	3	\$ 1,275.00
A6	Traffic Control	1	LS	\$ 3,700.00	\$ 3,700.00	1	\$ 3,700.00
A7	Gavel Bedding	300	CY	\$ 36.00	\$ 10,800.00	300	\$ 10,800.00
A8	Cement Stabilized Sand/ 846 tons +-	596	CY	\$ 48.00	\$ 28,608.00	596	\$ 28,608.00
A9	Select Backfill	1,478	CY	\$ 11.45	\$ 16,923.10	1478	\$ 16,923.10
<b>Total Roadway Improvements</b>					<b>\$ 137,362.25</b>		<b>\$ 137,362.25</b>
<b>Storm Water Improvements</b>							
B1	30" Polyme Coated Corrugated Metal Pipe(M246)	142	LF	\$ 112.85	\$ 16,024.70	142	\$ 16,024.70
B2	36" Polymer Coated Corrugated Metal Pipe (M246)	70	LF	\$ 135.22	\$ 9,465.40	70	\$ 9,465.40
B3	60" Reinforced Concrete Pipe Class III Rubber Gasket	126	LF	\$ 208.15	\$ 26,226.90	126	\$ 26,226.90
B4	24" A.D.S. Pipe	826	LF	\$ 33.00	\$ 27,258.00	826	\$ 27,258.00
B5	30" A.D.S.	47	LF	\$ 45.25	\$ 2,126.75	47	\$ 2,126.75
B6	18" R.C.P.	10	LF	\$ 29.00	\$ 290.00	10	\$ 290.00
B7	2'x3' Road & Hwy. Structure	7	EA	\$ 1,750.00	\$ 12,250.00	7	\$ 12,250.00
B8	Concrete Headwall (24")	3	EA	\$ 975.00	\$ 2,925.00	3	\$ 2,925.00
B9	Concrete Collar (18")	1	EA	\$ 625.00	\$ 625.00	1	\$ 625.00
B10	24" Flap Gate Valve	2	EA	\$ 2,300.00	\$ 4,600.00	2	\$ 4,600.00
B11	30" Flap Gate Valve	1	EA	\$ 2,900.00	\$ 2,900.00	1	\$ 2,900.00
B12	Silt Fence for Storm Water Polluton Prevention	4,240	LF	\$ 2.50	\$ 10,600.00	4240	\$ 10,600.00
B13	Conc. Rip-Rap Slope Protection	325	CY	\$ 300.00	\$ 97,500.00	325	\$ 97,500.00
B14	Trench Safety for Stormwater	1	LS	\$ 10,000.00	\$ 10,000.00	1	\$ 10,000.00
B15	Channel Excavation for regarading Ditch	900	LF	\$ 35.00	\$ 31,500.00	900	\$ 31,500.00
B16	RCP Demo & Removal	200	LF	\$ 15.00	\$ 3,000.00	200	\$ 3,000.00
B17	Exist. Fence Removal	575	LF	\$ 6.00	\$ 3,450.00	575	\$ 3,450.00
B18	Exist. Fence Remove/Replace	75	LF	\$ 25.00	\$ 1,875.00	75	\$ 1,875.00
B19	Metal Beam Guard Fence	300	LF	\$ 37.50	\$ 11,250.00	300	\$ 11,250.00
B20	Bypass System	1	LS	\$ 20,000.00	\$ 20,000.00	1	\$ 20,000.00
B21	Ditch Clearing	2,200	LF	\$ 10.00	\$ 22,000.00	2200	\$ 22,000.00
<b>Total Storm Water Improvements</b>					<b>\$ 315,866.75</b>		<b>\$ 315,866.75</b>
<b>Total Amount of Project</b>					<b>\$ 453,229.00</b>		<b>\$ 453,229.00</b>

**Change Order #1**

**Roadway**

A1	7" Flex Base (New)(TYD GR3)	178.00	CY	\$ 23.15	\$ 4,120.70	\$ 178.00	\$ 4,120.70
A7	Gravel Bedding	-85.00	CY	\$ 36.00	\$ (3,060.00)	\$ (85.00)	\$ (3,060.00)
A8	Cement Stabilized Sand	-296.00	CY	\$ 48.00	\$ (14,208.00)	\$ (296.00)	\$ (14,208.00)
	Lime for Caliche	6,821.00	SY	\$ 2.70	\$ 18,416.70	\$ 6,821.00	\$ 18,416.70
<b>Total</b>					<b>\$ 5,269.40</b>		<b>\$ 5,269.40</b>

**Drainage**

B10	24" Flap Gate Valve	-2	EA	\$ 2,300.00	\$ (4,600.00)	\$ (2.00)	\$ (4,600.00)
B11	30" Flap Gate Valve	2	EA	\$ 2,900.00	\$ 5,800.00	\$ 2.00	\$ 5,800.00
B12	Silt Fence for Storm Water Pollution Prevention	-3,390	LF	\$ 2.50	\$ (8,475.00)	\$ (3,390.00)	\$ (8,475.00)
B19	Metal Beam Guard Fence	181	LF	\$ 37.50	\$ 6,787.50	181	\$ 6,787.50
<b>Total</b>					<b>\$ (487.50)</b>		<b>\$ (487.50)</b>

*[Signature]*  
 Closner Construction  
 Jaime Closner

**INVOICE RECEIVED BY**

*No E. Martel on 9/10/09*

**GOODS/SERVICES RECEIVED BY:**

*TRAVILLA on 9/10/09*

*M.N.M.*

Contract Amount	\$ 453,229.00
Change Orders	\$ 4,781.90
Adjusted Contract Amount	\$ 458,010.90
Completed to Date	\$ 458,010.90
Less 5% Retainage	\$ 22,900.55
Less Previous Pymt	\$ 403,356.71
<b>Total Due this Invoice</b>	<b>\$ 31,753.65</b>

*9-1339-431-00-121-055-0-733*  
*PO 619358*

*NW*



**CLOSNER CONSTRUCTION Co., L.C.**  
 2809 W EXPRESSWAY 83  
 LA FERIA, TX 78559  
 TEL (956) 797-0785 \* FAX (956) 797-0576

Work Completed Retainage  
 From: June 22, 2009  
 To: July 25, 2009  
 Date: July 25, 2009

**Culvert Crossing & Drainage Imp.**

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	TOTAL UNITS TO DATE	TOTAL BILLED TO DATE
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B21	Ditch Clearing	2,200	LF	\$ 10.00	\$ 22,000.00	2200	\$ 22,000.00
<b>Total Storm Water Improvements</b>					<b>\$ 316,866.75</b>		<b>\$ 316,866.75</b>
<b>Total Amount of Project</b>					<b>\$ 453,229.00</b>		<b>\$ 453,229.00</b>

**Change Order #1**

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B19	Metal Beam Guard Fence	181	LF	\$ 37.50	\$ 6,787.50	181	\$ 6,787.50
<b>Total</b>					<b>\$ (487.50)</b>		<b>\$ (487.50)</b>

*Jaime Closner*  
 Closner Construction  
 Jaime Closner

**INVOICE RECEIVED BY**  
*NOE Monteron* on 9/10/09  
**GOODS/SERVICES RECEIVED BY:**  
*PRAMILA* on 9/10/09  
*AP/NA*

Contract Amount	\$ 453,229.00
Change Orders	\$ 4,781.90
<b>Adjusted Contract Amount</b>	<b>\$ 458,010.90</b>
Completed to Date	\$ 458,010.90
Less 5% Retainage	
Less Previous Pymt	\$ 435,110.35
<b>Total Due this Invoice</b>	<b>\$ 22,900.55</b>

*9-1339-431-00-121-055-0-733*  
*P: 619358*

**CERTIFICATE OF CONSTRUCTION COMPLETION**

THIS IS TO CERTIFY THAT ON 2<sup>ND</sup> DAY OF SEPTEMBER A FINAL INSPECTION was made of the project herein described.

CONTRACT

CONTRACT DATE: January 20, 2009  
 OWNER: Hidalgo County, Precinct # 1  
 CONSTRUCTION CONTRACTOR: Closner Construction Co., L.C.  
 OF THE CITY OF La Feria STATE OF Texas

PROJECT DESCRIPTION

CONSTRUCTION OF: Culvert Crossing & Drainage Improvement Project Mile 13 & Mile 6 West

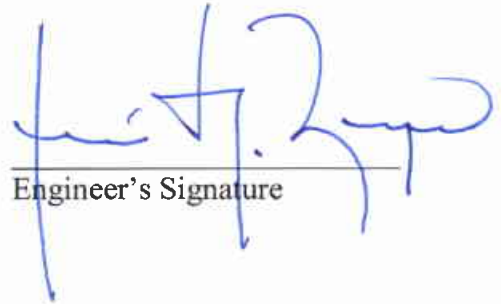
CONTRACT NO: C-2008-320B-01-20  
 Located in or near the City/Precinct Of Weslaco, Texas

THIS IS TO CERTIFY”

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:  
NONE
2. That the sum of \$0.00, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.
3. That the contractor has presented a “Certificate of Release” starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.
4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.


5. Amount of Original Contract	<u>\$453,229.00</u>
Present Amount of Contract	<u>\$458,010.90</u>
Total Amount of earned to Date	<u>\$458,010.90</u>
Less: previous payments	<u>\$435,110.35</u>
Balance	<u>\$22,900.55</u>
Authorized deductions	<u>\$0.00</u>
AMOUNTY OF FINAL PAYMENT	<u>\$22,900.55</u>

6. That the final payment in the amount of \$22,900.55 is now due and payable.



Engineer's Signature

**CONCURRED BY:**

  
Contractor's Name  
By: Jaime Closner  
Title: President

**CONCURRED BY:**

\_\_\_\_\_  
City/Precinct  
By: \_\_\_\_\_  
Title: \_\_\_\_\_



**CLOSNER CONSTRUCTION Co., L.C.**  
**2809 W EXPRESSWAY 83**  
**LA FERIA, TX 78559**  
**TEL (956) 797-0785 \* FAX (956) 797-0576**



To: Jose G. Reyes  
Project: Culvert Crossing & Drainage Improvements Project Mile 13N & Mile 6W  
Date: July 29, 2009

**SUBSTANTIAL COMPLETION**

This is to certify that substantial completion has been achieved on the "Culvert Crossing & Drainage Improvements Project Mile 13N & Mile 6W." We have completed all of the roadway improvements and storm water improvements contained in the scope of work. This has been completed as of July 25, 2009. Please accept this letter as our cutoff date as stated. Feel free to call me with any questions you might have.

Sincerely,

David Lopez  
Closner Construction Co. L.C.  
2809 W. Exp 83  
La Feria, TX 78559  
956-797-0546  
956-797-0576 Fax



NAME OF CONTRACTOR  OR SUBCONTRACTOR  CLOSER CONSTRUCTION PROJECT AND LOCATION ADDRESS P. O. BOX 2707 LAREDO, TX 78044-2707 LAREDO, TEXAS 78044 OMB No.: 1215-0149  
 PAYROLL No. 13 FOR WEEK ENDING 06/21/09 PROJECT AND LOCATION ADDRESS V5023-Clivert Crossing Westlaco Expire: 12/31/2011  
 (1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER (2) Withholding Exemptions (3) WORK CLASSIFICATION (4) DAY AND DATE (5) TOTAL HOURS (6) RATE OF PAY/CASH FRINGES (7) GROSS AMOUNT EARNED - THIS JOB/ALL JOBS (8) DEDUCTIONS - BASED ON GROSS WAGES FOR ALL PROJECTS (9) NET WAGES PAID FOR WEEK

(1)	(2)	(3)	(4) DAY AND DATE							(5)	(6)	(7)	(8) DEDUCTIONS - BASED ON GROSS WAGES FOR ALL PROJECTS					(9)		
			Mon	Tue	Wed	Thu	Fri	Sat	Sun				FWH	MCARE	FICA	STWH	OTHER		TOTAL DEDUCTIONS	
ALANIZ, LUIS R. 3403 JINEBRA DR. PHARR, TX 78577	M-0	PIPELAYER	0	0	0	0	5	0	0	5	\$ 12.98	\$ 588.23	\$ 14.00	\$ 10.85	\$ 46.39	\$ -	\$ -	\$ -	\$ 71.24	\$ 677.02
558-13-0578			9	9.5	0	9	3	0	0	30.5	\$ 8.65	\$ 748.26	\$ 98.00	\$ 19.84	\$ 84.82	\$ -	\$ -	\$ 202.66	\$ 1,165.41	
GONZALEZ GARCIA, HORACIO 313 E. THELMA ST. SAN JUAN, TX 78589	M-0	MOTOR GRADER OPERATOR	0	0	0	0	7.5	0	0	7.5	\$ 19.88	\$ 1,368.07	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
455-02-8184			9	9.5	9.5	9	3	0	0	40	\$ 9.00	\$ 392.19	\$ -	\$ 7.57	\$ 32.35	\$ -	\$ -	\$ 39.92	\$ 481.77	
MEZA, JR., GABRIEL 7617 LA FE DRIVE MISSION, TX 78574	M-1	LABORER	9	0	0	9	8	0	0	26	\$ 7.69	\$ 521.69	\$ 64.00	\$ 10.78	\$ 46.11	\$ -	\$ -	\$ 120.89	\$ 622.91	
640-07-1634			0	0	0	0	5	0	0	5	\$ 12.92	\$ 667.30	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
MOLINA, ESTEBAN 1421 SCOTTY ST. SAN JUAN, TX 78539	M-0	FRONT END LOADER	9	9.5	9.5	9	3	0	0	40	\$ 8.61	\$ 742.80	\$ 61.00	\$ 16.27	\$ 69.57	\$ -	\$ -	\$ 146.84	\$ 975.16	
457-63-4301			0	0	0	0	7.5	0	0	7.5	\$ 18.00	\$ 999.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
MOLINA, JR., MATTIAS P.O. BOX 2713 SAN JUAN, TX 78589	M-0	BACKHOE OPERATOR	9.5	10	10	9.5	1	0	0	40	\$ 12.00	\$ 1,122.00	\$ 27.00	\$ 18.81	\$ 80.42	\$ -	\$ -	\$ 126.23	\$ 1,170.80	
7-46-4139			0	0	0	0	0	0	0	5	\$ 16.25	\$ 81.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
ERO ROBLEDO, FRANCISCO J 402 CHEROKEE LN ALAMO, TX 78516	M-3	BACKHOE OPERATOR	0	0	0	0	0	0	0	5	\$ 16.25	\$ 81.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
636-86-4598			0	0	0	0	5	0	0	5	\$ 13.79	\$ 519.26	\$ 25.00	\$ 12.37	\$ 52.88	\$ -	\$ -	\$ 90.25	\$ 762.64	
SALINAS, GERARDO 902 PALISANO DR. SAN JUAN, TX 78589	M-1	WATER TRUCK DRIVER	9.5	9	9	9.5	3	0	0	40	\$ 9.19	\$ 852.89	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
451-31-3540			0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

OTHER DEDUCTIONS KEY CODING:

- #1 Child Support
- #2 Union Dues
- #3 Medical
- #4 Garnishments

Date: 07/24/2009

I, **CAROLINE ROMERO**, **HUMAN RESOURCE DIRECTOR** do hereby state:

(1) That I pay or supervise the payment of the persons employed by **CLOSNER CONSTRUCTION** on the **V5023-Culvert Crossing Westlaco V5023-Culvert Crossing Westlaco**; that during the payroll period commencing on the **15 day of June, 2009**, and ending the **21 day of June, 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 **CLOSNER CONSTRUCTION** from the full weekly wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. 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. § 3145), and described below:

**Deductions are based on gross wages and include but are not limited to: Federal Withholding, FICA, Medicare, State Withholding, State Disability Insurance, Union Deductions, Child Support or Other Garnishments. Explanations for deductions listed in the "Other" Column are described on the Certified Payroll Report.**

(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:

PAID BI-WEEKLY

NAME AND TITLE CAROLINE ROMERO, HUMAN RESOURCE DIRECTOR	SIGNATURE <i>Caroline Romero</i>
THE WILLFUL FALSIFICATION 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.	

Revised December 2008, Expires 12/31/2011.



Date: 07/24/2009

I, **CAROLINE ROMERO , HUMAN RESOURCE DIRECTOR** do hereby state:

(1) That I pay or supervise the payment of the persons employed by **CLOSNER CONSTRUCTION** on the **V5023-Culvert Crossing Westlaco V5023-Culvert Crossing Westlaco** ; that during the payroll period commencing on the **22** day of **June, 2009**, and ending the **28** day of **June, 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 **CLOSNER CONSTRUCTION** from the full weekly wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. 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. § 3145), and described below:

**Deductions are based on gross wages and include but are not limited to: Federal Withholding, FICA, Medicare, State Withholding, State Disability Insurance, Union Deductions, Child Support or Other Garnishments. Explanations for deductions listed in the "Other" Column are described on the Certified Payroll Report.**

(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:

PAID BI-WEEKLY

NAME AND TITLE CAROLINE ROMERO , HUMAN RESOURCE DIRECTOR	SIGNATURE <i>Caroline Romero</i>
THE WILLFUL FALSIFICATION 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.	

Revised December 2008, Expires 12/31/2011.



CLOSNR CONSTRUCTION CO. LC.

PAYROLL ACCOUNT  
P.O. BOX 2707  
LAREDO, TX 78044  
(956) 712-3964

FALCON INTERNATIONAL BANK  
88-1580-1149

7/1/2009

PAY TO THE ORDER OF ERNESTO GUERRERO

\$ \*\*492.50

Four Hundred Ninety-Two and 50/100

DOLLARS

ERNESTO GUERRERO  
302 SALLY  
SAN JUAN, TX 78589

MEMO Pay Period: 06/15/2009 - 06/28/2009

AUTHORIZED SIGNATURE

⑈ 104219 ⑈ ⑆ 114915803⑆ 0122725419⑈

CLOSNR CONSTRUCTION CO. LC. PAYROLL ACCOUNT

104219

Employee ERNESTO GUERRERO, 302 SALLY, SAN JUAN, TX 78589  
SSN \*\*\*-\*\*-8635 Status (Fed/State) Single/(none)  
Allowances/Extra Fed-0/0/TX-0/0  
Pay Period: 06/15/2009 - 06/28/2009 Pay Date: 07/01/2009

Earnings and Hours	Qty	Rate	Current YTD Amount	
SPR-BACKHOE	17.50	10.83	189.53	2,902.45
Hourly Rate	40.00	8.00	320.00	6,076.00
Overtime	5.50	12.00	66.00	888.00
SPROT-BACKHOE			0.00	585.01
			575.53	10,451.46

Taxes	Current YTD Amount	
Federal Withholding	-39.00	-1,006.00
Social Security Employee	-35.68	-647.99
Medicare Employee	-8.35	-151.55
	-83.03	-1,805.54

Net Pay 492.50 8,645.92

CLOSNR CONSTRUCTION CO., L.C., P. O. BOX 2707, LAREDO, TEXAS 78044-2707

CLOSNR CONSTRUCTION CO. LC. PAYROLL ACCOUNT

104219

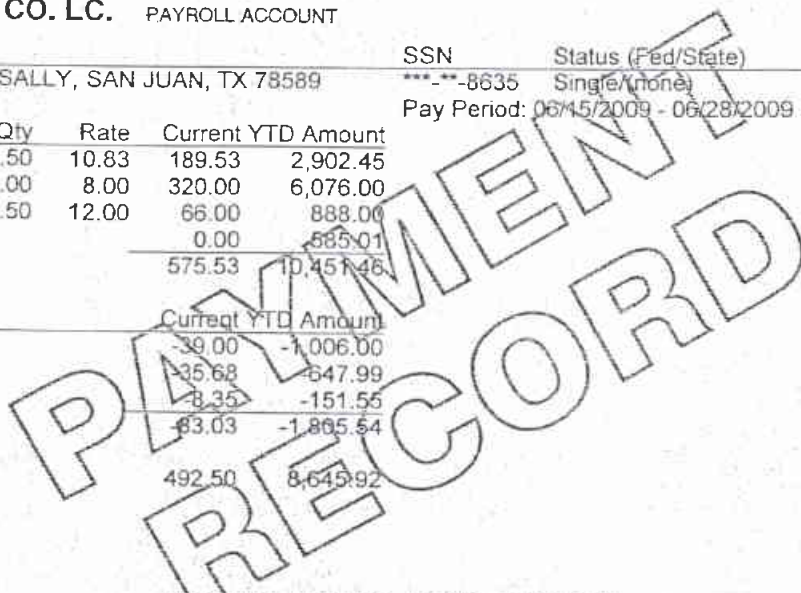
Employee ERNESTO GUERRERO, 302 SALLY, SAN JUAN, TX 78589  
SSN \*\*\*-\*\*-8635 Status (Fed/State) Single/(none)  
Allowances/Extra Fed-0/0/TX-0/0  
Pay Period: 06/15/2009 - 06/28/2009 Pay Date: 07/01/2009

Earnings and Hours	Qty	Rate	Current YTD Amount	
SPR-BACKHOE	17.50	10.83	189.53	2,902.45
Hourly Rate	40.00	8.00	320.00	6,076.00
Overtime	5.50	12.00	66.00	888.00
SPROT-BACKHOE			0.00	585.01
			575.53	10,451.46

Taxes	Current YTD Amount	
Federal Withholding	-39.00	-1,006.00
Social Security Employee	-35.68	-647.99
Medicare Employee	-8.35	-151.55
	-83.03	-1,805.54

Net Pay 492.50 8,645.92

CLOSNR CONSTRUCTION CO., L.C., P. O. BOX 2707, LAREDO, TEXAS 78044-2707



I, **CAROLINE ROMERO**, HUMAN RESOURCE DIRECTOR do hereby state:

(1) That I pay or supervise the payment of the persons employed by **CLOSNER CONSTRUCTION** on the **V5023-Culvert Crossing Westlaco V5023-Culvert Crossing Westlaco**; that during the payroll period commencing on the **29** day of **June, 2009**, and ending the **05** day of **July, 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 **CLOSNER CONSTRUCTION** from the full weekly wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. 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. § 3145), and described below:

**Deductions are based on gross wages and include but are not limited to: Federal Withholding, FICA, Medicare, State Withholding, State Disability Insurance, Union Deductions, Child Support or Other Garnishments. Explanations for deductions listed in the "Other" Column are described on the Certified Payroll Report.**

(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:

PAID BI-WEEKLY

NAME AND TITLE CAROLINE ROMERO, HUMAN RESOURCE DIRECTOR	SIGNATURE <i>Caroline Romero</i>
THE WILLFUL FALSIFICATION 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.	

Revised December 2008, Expires 12/31/2011.



NAME OF CONTRACTOR  OR SUBCONTRACTOR  CLOSNER CONSTRUCTION  
 PAYROLL No. 16 FOR WEEK ENDING 07/12/09 PROJECT AND LOCATION  
 ADDRESS P. O. BOX 2707 LAREDO, TX 78044-2707 LAREDO, TEXAS 78044  
 V5023-Culvert Crossing Westlaco PROJECT/CONTRACT NO.

OMB No.: 1215-0149  
Expires: 12/31/2011

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) Holding Exemptions	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY/CASH FRINGES	(7) GROSS AMOUNT EARNED - THIS JOB/ALL JOBS	(8) DEDUCTIONS - BASED ON GROSS WAGES FOR ALL PROJECTS							(9) NET WAGES PAID FOR WEEK
			HOURS WORKED EACH DAY										TOTAL DEDUCTIONS	NET WAGES PAID FOR WEEK						
			Mon 7/6	Tue 7/7	Wed 7/8	Thu 7/9	Fri 7/10	Sat 7/11	Sun 7/12						PWH	MCARE	FICA	STWH	OTHER	
ALANIZ, RICK LEO 2311 SARA AVE WESTLACO, TX 78596 457-93-1096	M-2	ROLLER OPERATOR	0	0	10	10	0	0	0	20	8.00	\$ 320.00	\$ 38.00	\$ 12.33	\$ 52.70	\$ -	\$ 153.23	\$ 256.26	\$ 593.74	
HERNANDEZ, AGUSTIN 13304 WANE ST. FURBERG, TX 78539 6-0145	M-2	LABORER	0	0	0	3	0	0	0	3	7.14	\$ 349.78	\$ -	\$ 5.07	\$ 21.69	\$ -	\$ -	\$ 26.76	\$ 323.02	
QUINTERO ROBLEDO, FRANCISCO J. 402 CHEROKEE LN ALAMO, TX 78516 636-86-4598	M-3	BACKHOE OPERATOR	0	0	0	3	0	0	0	3	10.83	\$ 628.15	\$ -	\$ 9.10	\$ 38.94	\$ -	\$ -	\$ 48.04	\$ 580.11	
			OT									/								
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			ST									/								

OTHER DEDUCTIONS KEY CODING:  
 #1 Child Support #2 Union Dues  
 #3 Medical #4 Garnishments

I, **CAROLINE ROMERO**, HUMAN RESOURCE DIRECTOR do hereby state:

(1) That I pay or supervise the payment of the persons employed by **CLOSNER CONSTRUCTION** on the **V5023-Culvert Crossing Weslaco V5023-Culvert Crossing Weslaco**; that during the payroll period commencing on the **06 day of July, 2009**, and ending the **12 day of July, 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 **CLOSNER CONSTRUCTION** from the full weekly wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. 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. § 3145), and described below:

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(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.

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- 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

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(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

PAID BI-WEEKLY

NAME AND TITLE CAROLINE ROMERO, HUMAN RESOURCE DIRECTOR	SIGNATURE <i>Caroline Romero</i>
THE WILLFUL FALSIFICATION 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.	

Revised December 2008, Expires 12/31/2011.

CLOSNER CONSTRUCTION CO. LC.

PAYROLL ACCOUNT  
P.O. BOX 2707  
LAREDO, TX 78044  
(956) 712-3964

FALCON INTERNATIONAL BANK  
88-1580-1149

7/24/2009

PAY TO THE ORDER OF AGUSTIN HERNANDEZ

\$ \*\*1.53

One and 53/100\*\*\*\*\* DOLLARS

AGUSTIN HERNANDEZ  
13304 WANE ST.  
EDINBURG, TX 78539

*Janell*  
AUTHORIZED SIGNATURE

MEMO Pay Period: 06/29/2009 - 07/12/2009

⑈ 104265⑈ ⑆ 114915803⑆ 0122725419⑈

CLOSNER CONSTRUCTION CO. LC. PAYROLL ACCOUNT

Employee AGUSTIN HERNANDEZ, 13304 WANE ST., EDINBURG, TX 7853  
SSN \*\*\*-\*\*-0145 Status (Fed/State) Married using Single Rate/(no Fed-2/0/TX-0/0  
Allowances/Extra Pay Date: 07/24/2009  
Pay Period: 06/29/2009 - 07/12/2009

Earnings and Hours	Qty	Rate	Current YTD Amount
SPR-LABORER	3.00	0.55	1.65 717.93
Overtime			0.00 1,214.05
Hourly Rate			0.00 6,727.47
SPROT-LABORER			0.00 18.81
			1.65 8,678.26

Taxes	Current YTD Amount
Federal Withholding	0.00 -164.00
Social Security Employee	-0.10 -538.05
Medicare Employee	-0.02 -125.83
	-0.12 -827.88

Net Pay 1.53 7,850.38

CLOSNER CONSTRUCTION CO., L.C., P. O. BOX 2707, LAREDO, TEXAS 78044-2707

CLOSNER CONSTRUCTION CO. LC. PAYROLL ACCOUNT

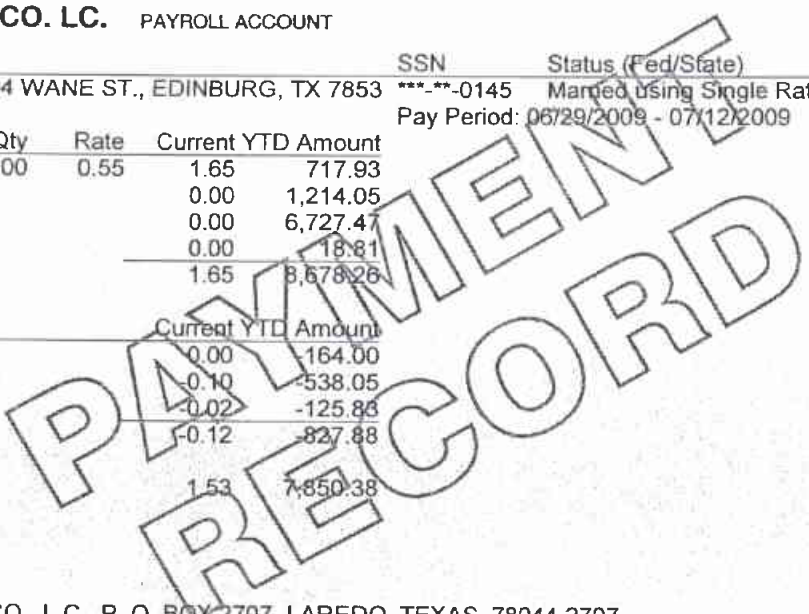
Employee AGUSTIN HERNANDEZ, 13304 WANE ST., EDINBURG, TX 7853  
SSN \*\*\*-\*\*-0145 Status (Fed/State) Married using Single Rate/(no Fed-2/0/TX-0/0  
Allowances/Extra Pay Date: 07/24/2009  
Pay Period: 06/29/2009 - 07/12/2009

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Medicare Employee	-0.02 -125.83
	-0.12 -827.88

Net Pay 1.53 7,850.38

CLOSNER CONSTRUCTION CO., L.C., P. O. BOX 2707, LAREDO, TEXAS 78044-2707



# CONFLICT OF INTEREST QUESTIONNAIRE

# FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY  
1991037

Date Received  
Filed for Record in:  
Hidalgo County  
by Arturo Guajardo Jr.  
County Clerk  
1991037  
On: Apr 21, 2009 at 03:38 PM  
As a Recordings  
Document Number: 1991037  
Total Fees: 12.00  
Receipt Number - 1032425  
By,  
Vanessa Uresteri, Deputy

1 Name of person who has a business relationship with local governmental entity.

Closner Construction Co., L.C.

2  Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

N/A  
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes  No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes  No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes  No

D. Describe each employment or business relationship with the local government officer named in this section.

4 [Signature]  
Signature of person doing business with the governmental entity

4-21-09  
Date



CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

PROJECT: Culvert crossing + Drainage Imp. Project PROJECT NO.  
OWNER: Hidalgo County Pct 1  
CONTRACTOR: Closer Construction Co. L.C.  
ENGINEER: Dos Logistics, Inc.

The Contractor, in accordance with the Contract Documents, and in consideration for the full and final payment to the Contractor for all services in connection with the project, does hereby waive and release any and all liens, or any and all claims to liens which the Contractor may have on or affecting the project as a result of its contract(s) for the Project or for performing labor and/or furnishing materials in any way connected with the construction of any aspect of the project. The Contractor further certifies and warrants that all subcontractors of labor and/or materials for the Project, except as listed below, have been paid in full for all labor and/or materials supplied to, for through or at the direct or indirect request of the Contractor prior to, through and including the date of this affidavit.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

CONTRACTOR

By: *[Signature]*  
Title: President

Subscribed and sworn to before me this 29th day of July

Notary Public:

My Commission Expires: 10/16/2010





**CLOSNER CONSTRUCTION Co., L.C.**  
**2809 W EXPRESSWAY 83**  
**LA FERIA, TX 78559**  
**TEL (956) 797-0785 \* FAX (956) 797-0576**



August 21, 2009

RE: Culvert Crossing

List of Suppliers:

Cantu Trucking  
205 Wagon Trail Rd.  
Palmhurst, TX 78573

Alamo Concrete Products  
P.O. Box 1538  
San Antonio, TX 78295

Rio Valley Pipe  
7301 W. Exp 83  
Mission, TX 78572

HD Supply Waterworks  
P.O. Box 1419  
Thomasville, GA 31799-1419

Rio Grande Steel  
P.O. Box 5178  
McAllen, TX 78502

Texas Corrugators  
P.O. BOX 938  
ROUND ROCK, TX. 78680

Chemical Lime  
5274 PAYSPHERE CIRCLE  
CHICAGO, IL. 60674

PARTIAL/FINAL WAIVER OF LIEN

THE STATE OF TEXAS

COUNTY OF Hidalgo

The undersigned contracted with Closer Construction to furnish Material - gravel, caliche in connection with certain improvements to real property located in Westlaw, Hidalgo County, Texas, and owned by Hidalgo County Which improvements are described as follows:

Culvert Crossing & Drainage Improvements

In consideration of Pay Estimate No Final in the amount of Paid in Full Zero Balance DOLLAR(S) -0- and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned docs further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.



Cantu & Son's Trucking, Inc.  
Supplier

BY: [Signature]  
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 18 day of August, 2009 certify which witness my hand and seal of office.

Hilda G. Cantu  
NOTARY PUBLIC in and for the State of Texas

My Commission Expires: June 24 2012

71152

PARTIAL/FINAL WAIVER OF LEIN

THE STATE OF TEXAS

COUNTY OF Hidalgo

The undersigned contracted with Closner Construction to furnish Material - gravel, caliche in connection with certain improvements to real property located in Westaco, Hidalgo County, Texas, and owned by Hidalgo County Which improvements are described as follows:

Culvert Crossing & Drainage Improvements

In consideration of Pay Estimate No Final in the amount of Paid in Full Zero Balance DOLLAR(S -0-) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

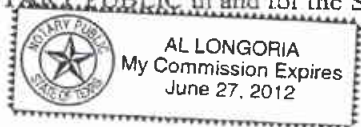
ALAMO CONCRETE  
Supplier

BY: Veronica S. Gomez  
TITLE OFFICE MANAGER

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 20th day of Aug, 2007 to certify which witness my hand and seal of office.

My Commission Expires: 6/27/2012

Al Longoria  
NOTARY PUBLIC in and for the State of Texas



**Final Waiver of Lien**

To whom it may concern:

WHEREAS, the undersigned Rio Valley Pipe, LTD has been employed by CLOSNER CONSTRUCTION to furnish labor and/or materials for the CULVERT CROSSING & DRAINAGE IMPR. PROJECT Items for the construction at CULVERT CROSSING & DRAINAGE IMPR. PROJECT in Weslaco, TX.

NOW, THEREFORE, for and in consideration of and other valuable considerations, the receipt whereof is hereby acknowledge, the undersigned does hereby waive and release any and all lien or claim or right of lien on the above described premises and the improvements thereon, under the Statutes of the State in which the aforesaid building is located relating to mechanics' liens, and on the monies or other consideration due or to become due from the owner, and on account of labor or materials, or both, or which may be furnished by the undersigned to or on account of the said individual or firm therein named for the said premises or improvements.

Balance Remaining with Rio Valley Pipe, LTD for this Project: \$ 0.00

Dated: 08-19-09

NOTORIZATION REQUIRED

Rio Valley Pipe, LTD  
(Company Name)

State of TEXAS

County of HIDALGO

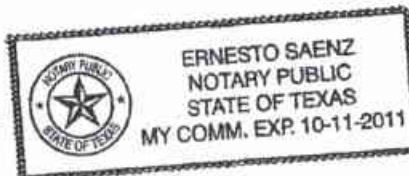
By: [Signature]  
(Signature of Sole Owner or Legal Rep.)

Signed and sworn to before me  
this 19<sup>th</sup> day of AUGUST, 2009

O/R MGR.  
(Title)

[Signature]  
(Notary Public Signature)

My Commission Expires 10-11-2011





V5023

### Unconditional Final Release of Claim

Project: CULVER XING

Job #: V5023

The undersigned, has received final payment for materials, supplies or equipment supplied to CLOSNR CONSTRUCTION, on construction or repair of the improvements of property for HIDALGO COUNTY PCT #1

This waiver and release covers all claims and rights for materials to CLOSNR CONSTRUCTION on the job of: CULVER XING located at EXIT WESTGATE GO N TO MILE 13 , PASS MILE 13 ABOUT 1/2 1ST CALICHE RD TURN L , WESLACO , TX 78596

This release is in effect when the check has been properly endorsed and has been paid by the bank upon which it is drawn.

8/17/2009

HD SUPPLY WATERWORKS, LTD.

*Pam Hughes*  
Pam Hughes, Sr. Credit Associate

STATE OF AZ

COUNTY OF Maricopa

SWORN TO AND SUBSCRIBED BEFORE ME on this date 8/17/2009 , to which witness my



*Susan I Salyer*  
Notary Public in and for the State of AZ

**Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it, even if you have not been paid. If you have not been paid, use a conditional release form.**

**PARTIAL/FINAL WAIVER OF LIEN**

THE STATE OF TEXAS

COUNTY OF Hidalgo

The undersigned contracted with Closer Construction  
to furnish Material - gravel, caliche  
in connection with certain improvements to real property located in Westaco, Hidalgo  
County, Texas, and owned by Hidalgo County  
Which improvements are described as follows:

Culvert Crossing & Drainage Improvements

In consideration of Pay Estimate No Final in the amount of Paid in Full  
Zero Balance DOLLAR(S) - 0 - and other good and  
valuable consideration, the receipt and sufficiency of which is hereby acknowledged and  
confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's  
lien or claims of lien that the undersigned has or hereafter has on the above mentioned real  
property on account of any labor performed or materials furnished or to be furnished or labor  
performed and materials furnished by the undersigned pursuant to the above-mentioned contract  
or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the  
erection and construction of such improvements on the Property have been fully paid and  
satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for  
material or labor against said Property arising out of any bills for material or labor in connection  
with the erection or construction of said improvements thereon, Undersigned will obtain a  
settlement of such lien or liens and a proper release thereof shall be obtained.

[Signature]  
Rio Grande Steel Ltd.

[Signature] 8/18/09

BY: Man.  
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME. on this the 19<sup>th</sup> day of Aug., 2009 to  
certify which witness my hand and seal of office.

Joel A. Garza  
NOTARY PUBLIC in and for the State of Texas

My Commission Expires: 3/27/2013

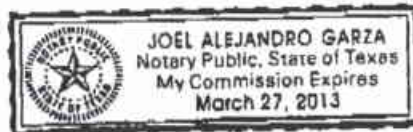


Exhibit E-1

PARTIAL/FINAL WAIVER OF LEIN

THE STATE OF TEXAS

COUNTY OF Hidalgo

The undersigned contracted with Closner Construction  
to furnish Material - gravel, Caliche  
in connection with certain improvements to real property located in Westlaw, Hidalgo  
County, Texas, and owned by Hidalgo County  
Which improvements are described as follows:

Culvert Crossing & Drainage Improvements

In consideration of Pay Estimate No Final in the amount of Paid in Full  
Zero Balance DOLLAR(S 0) and other good and  
valuable consideration, the receipt and sufficiency of which is hereby acknowledged and  
confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's  
lien or claims of lien that the undersigned has or hereafter has on the above mentioned real  
property on account of any labor performed or materials furnished or to be furnished or labor  
performed and materials furnished by the undersigned pursuant to the above-mentioned contract  
or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the  
erection and construction of such improvements on the Property have been fully paid and  
satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for  
material or labor against said Property arising out of any bills for material or labor in connection  
with the erection or construction of said improvements thereon, Undersigned will obtain a  
settlement of such lien or liens and a proper release thereof shall be obtained.

TEXAS CORRUGATORS, INC  
Supplier

BY: Christina King, ACCOUNTS RECEIVABLE  
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 18 day of August, 2009 to  
certify which witness my hand and seal of office.

Kathy Morgan  
NOTARY PUBLIC in and for the State of Texas

My Commission Expires: 4-19-09

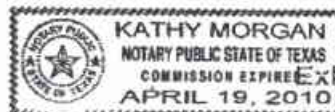


Exhibit E-1

**SUPPLIER'S FINAL WAIVER OF LIEN**

**TO WHOM IT MAY CONCERN:**

**For and in consideration of the receipt of \$21,214.13 for invoices 1191405314, 1191405702, 1191405893, 1191406309, 1191406674, 1191406837 and 301420511, Chemical Lime Company does hereby waive and relinquish any and all claims and rights of lien to the extent of the amount hereon the work, labor, materials, machinery or other goods, equipment or services done, performed or furnished as to Closner Construction (general contractor) located at the site hereinafter described to wit, CULVERT CROSSING, WESLACO, TX for shipments through June 30, 2009.**

**In witness wherefore, the undersigned has caused these present to be duly executed this 17<sup>th</sup> day of August, 2009.**

**CHEMICAL LIME COMPANY**

By:

Authorized Agent:

Title:

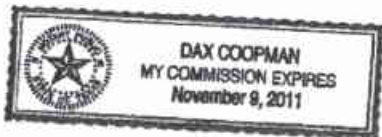
Alice Barboza, CCE  
Alice Barboza, CCE  
Credit Specialist

STATE OF TEXAS  
COUNTY OF TARRANT

KNOW ALL MEN BY THESE PRESENTS:

BEFORE ME the undersigned authority, a notary public in and for the State of Texas, on this day personally appeared Alice Barboza, Credit Analyst of Chemical Lime Company, known to me to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this 17<sup>th</sup> day of August, 2009.



Dax Coopman  
Notary Public, State of Texas