

APPLICATION FOR PAYMENT NO. 1

To: HIDALGO COUNTY (OWNER)
 From: TOTAL COMMITMENT, LLC (CONTRACTOR)
 Contract: C-10-032-02-16
 Project: TOWER ROAD CROSSING DRAINAGE IMPROVEMENTS
 Owner's Contract No. C-10-032-02-16 Engineer's Project No. 2010-032-02-03-MSS
 For Work accomplished through the date of: 7/21/2010

1. Original Contract Price:	\$ 68,044.00 ✓
2. Net change by Change Order and Written Agreements(+or-):	\$ -
3. Current Contract Price (1 plus 2):	\$ 68,044.00 †
4. Total completed and stored to date:	\$ 26,215.00 †
5. Retainage (per Agreement):	
<u>10%</u> of completed Work:	\$ 2,621.50 †
_____ of stored material	
Total Retainage: \$ <u>2,621.50</u>	
6. Total completed and stored to date less retainage (4 minus 5)	\$ 23,593.50
7. Less previous Application for Payments:	\$ -
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)	\$ 23,593.50

Accompanying Documentation:

- ✓ APPLICATION AND CERTIFICATION OF PAYMENT (A)
- ✓ SCHEDULE OF VALUES A/K/A 1257/1258
- ✓ ESTIMATE QUANTITY UPDATE WORKSHEET
- ✓ LIST OF SUPPLIERS AND SUB-CONTRACTORS
- ✓ PARTIAL WAIVER OF LIENS (SUB-CONTRACTORS / SUPPLIERS)
- ✓ TxDoT FORM 252 CONTRACT TIME STATEMENT
- ✓ PAYROLL REPORT W/SIGNED WAGE FORM

PO # 637386
0-1339-431-00-122-050-0-733
 Req # 172367

CONTRACTOR'S Certification:

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-FINAL through 1 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date 7-26-2010

State of Texas
 County of Hidalgo
 Subscribed and sworn to before me this 24th
 day of July

TOTAL COMMITMENT, LLC
 CONTRACTOR
 By: [Signature]
 Pedro A. Gutierrez Jr.

[Signature]
 Notary Public
 My Commission expires: 7-6-13



Payment of the above AMOUNT DUE THIS APPLICATION is recommended.
 Date 08/04/10

RAUL E. SESIN, P.E.
 ENGINEER - PRINT
[Signature]
 SIGNATURE

INVOICE RECEIVED BY: [Signature] ON 8/4/2010
 GOODS/SERVICES RECEIVED BY: Victor Salazar ON 8/4/2010

TOTAL COMMITMENT, LLC Contractor Name
 5/17/2010 Starting Date
 Project Ending Date
 TOWER ROAD CROSSING Engineers / County Project Description

Application No.: 1
 Application Date: 7/23/2010
 Period To: 5/17/2010 - 7/23/2010
 Engineers / County Project No.: C-10-032-02-16

No.	Description	Unit	Original Rates	Original Schedule Value		Revised Rates	Revised Schedule Value		First Month			Second Month			Third Month			Balance To Finish		
				Quan	Dollars		Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars
Tower Road Crossing																				
1	18" PVC Storm Drain Pipe Installation (Labor Only)	LF	\$ 15.00	30.00	\$ 450.00		\$ -			\$ -		\$ -		\$ -		\$ -		\$ -	30	\$ 450.00
2	36" PVC Storm Drain Pipe Installation (Labor Only)	LF	\$ 25.00	124.00	\$ 3,100.00		\$ -			\$ -		\$ -		\$ -		\$ -		\$ -	124	\$ 3,100.00
3	54" R-HDPE Storm Drain Pipe Installation (Labor Only)	LF	\$ 35.00	165.00	\$ 5,775.00		\$ -	125	125	\$ 4,375.00		\$ -		\$ -		\$ -		\$ 4,375.00	40	\$ 1,400.00
4	24" RCP CL III Irrigation Pipe W/concrete collar joints including connections to existing pipe	LF	\$ 45.00	48.00	\$ 2,160.00		\$ -			\$ -		\$ -		\$ -		\$ -		\$ -	48	\$ 2,160.00
5	Type "C-C" Storm Inlet with Grate Cover	EA	\$ 3,500.00	2.00	\$ 7,000.00		\$ -			\$ -		\$ -		\$ -		\$ -		\$ -	2	\$ 7,000.00
6	Precast or Cast in Place Concrete Storm Manhole/Junction Box with Ring & Cover	EA	\$ 2,500.00	2.00	\$ 5,000.00		\$ -	1	1	\$ 2,500.00		\$ -		\$ -		\$ -		\$ 2,500.00	1	\$ 2,500.00
7	Irrigation Gatewell Structure Including 15' RCP Irrigation Stand Pipe with Flexible Joints, Gate and Appurtenances as per H.C.I.D. #2 requirements and Specifications	LS	\$ 4,000.00	1.00	\$ 4,000.00		\$ -			\$ -		\$ -		\$ -		\$ -		\$ -	1	\$ 4,000.00
8	10' Wide open cut pavement, patch & repair	SY	\$ 22.00	23.00	\$ 506.00		\$ -			\$ -		\$ -		\$ -		\$ -		\$ -	23	\$ 506.00
9	Remove existing 24" Irrigation Pipe	LS	\$ 1,000.00	1.00	\$ 1,000.00		\$ -			\$ -		\$ -		\$ -		\$ -		\$ -	1	\$ 1,000.00
10	Remove Existing Drain Pipe	LS	\$ 400.00	1.00	\$ 400.00		\$ -	0.5	0.5	\$ 200.00		\$ -		\$ -		\$ -		\$ 200.00	1	\$ 200.00
11	Traffic Control	LS	\$ 1,800.00	1.00	\$ 1,800.00		\$ -	1	1	\$ 1,800.00		\$ -		\$ -		\$ -		\$ 1,800.00	0	\$ -
12	Trench Protection	LF	\$ 2.00	319.00	\$ 638.00		\$ -	125	125	\$ 250.00		\$ -		\$ -		\$ -		\$ 250.00	194	\$ 388.00
13	Bedding & Backfill as per Plan Detail	LF	\$ 6.00	319.00	\$ 1,914.00		\$ -	125	125	\$ 750.00		\$ -		\$ -		\$ -		\$ 750.00	194	\$ 1,164.00
14	Temporary Sediment Control Fence	LS	\$ 900.00	1.00	\$ 900.00		\$ -			\$ -		\$ -		\$ -		\$ -		\$ -	1	\$ 900.00
ALTERNATE #1					\$ -		\$ -			\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -
1	54" HDPE Storm Drain Pipe Installation (Labor Only)	LF	\$ 35.00	407.00	\$ 14,245.00		\$ -	380	380	\$ 13,300.00		\$ -		\$ -		\$ -		\$ 13,300.00	27	\$ 945.00
2	4" Concrete Rip-Rap	SY	\$ 36.00	325.00	\$ 11,700.00		\$ -			\$ -		\$ -		\$ -		\$ -		\$ -	325	\$ 11,700.00
3	Headwall	EA	\$ 2,000.00	1.00	\$ 2,000.00		\$ -			\$ -		\$ -		\$ -		\$ -		\$ -	1	\$ 2,000.00
4	Remove Existing Drain Pipe	LS	\$ 2,200.00	1.00	\$ 2,200.00		\$ -			\$ -		\$ -		\$ -		\$ -		\$ -	1	\$ 2,200.00
5	Trench Protection	LF	\$ 2.00	407.00	\$ 814.00		\$ -	380		\$ 760.00		\$ -		\$ -		\$ -		\$ 760.00	27	\$ 54.00
6	Bedding & Backfill as per Plan Detail	LF	\$ 6.00	407.00	\$ 2,442.00		\$ -	380		\$ 2,280.00		\$ -		\$ -		\$ -		\$ 2,280.00	27	\$ 162.00
Totals for Tower Road Crossing					\$ 68,044.00		\$ -			\$ 26,215.00		\$ -		\$ -		\$ -		\$ 26,215.00		\$ 41,829.00

Total for Tower Road Crossing

\$ 68,044.00

PEDRO A GUTIERREZ JR.

Print Name

Signature

7-26-2010

Date

**CONTRACTOR'S AFFIDAVIT OF
PAYMENTS OF DEBTS AND CLAIMS**

PROJECT: *Tower Road Crossing Drainage Improvements*
OWNER: *Hidalgo County*
CONTRACTOR: *Total Commitment, LLC*
ENGINEER: *Hidalgo County Planning Department*

PROJECT NO.
C-10-032-02-16

The Contactor in accordance with the Contract Documents, hereby certifies that, except as listed below, all obligations for all materials and equipment furnished, for all work labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible have been paid in full or have otherwise been satisfied in full.

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

None

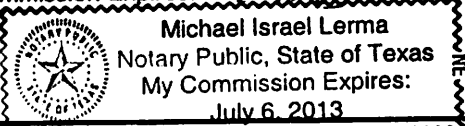
CONTRACTOR

By *[Signature]*

Title *Member*

Subscribed and sworn to before me this *26th* day of *July*, 2010

Notary Public: *[Signature]*

My Commission Expires: *7/6/13*

Michael Israel Lerma
Notary Public, State of Texas
My Commission Expires:
July 6, 2013

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

PROJECT: *Tower Road Crossing Drainage Improvements*
OWNER: *Hidalgo County*
CONTRACTOR: *Total Commitment, LLC*
ENGINEER: *Hidalgo County Planning Department*

PROJECT NO.
C-10-032-02-16

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.)

None

CONTRACTOR

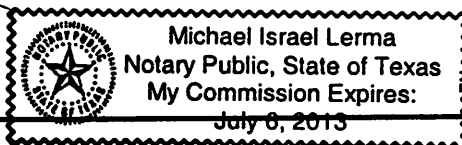
By *[Signature]*

Title *Member*

Subscribed and sworn to before me this *26th* day of *July*

Notary Public: *[Signature]*

My Commission Expires: *7-6-13*



NOTARIAL PUBLIC STATE OF TEXAS

My Commission Expires

July 6, 2013

Michael L. Lerner

Michael L. Lerner
Notary Public, State of Texas
My Commission Expires:
July 6, 2013



PARTIAL/FINAL WAIVER OF LIEN

THE STATE OF TEXAS

COUNTY OF Hidalgo

The undersigned contracted with Hidalgo County to furnish Drainage and Flood Improvements in connection with certain improvements to real property located in Hidalgo County, Texas, and owned by Hidalgo County Which improvements are described as follows:

Taver Road Crossing Drainage Improvements

In consideration of Pay Estimate No 1 in the amount of Twenty Three Thousand Five Hundred Ninety Three Dollars and Fifty Cents DOLLAR(\$ 23,593.50) 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.

Total Commitment, LLC
SUPPLIER

BY: [Signature]
TITLE Member

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 26th day of July, 2010 to certify which witness my hand and seal of office.

[Signature]
NOTARY PUBLIC in and for the State of Texas

My Commission Expires: 7-6-13

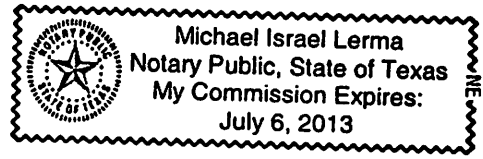


Exhibit E-1

PARTIAL/FINAL WAIVER OF LIEN

THE STATE OF TEXAS

COUNTY OF Hidalgo

The undersigned contracted with Total Commitment, LLC to furnish Utilities Improvements in connection with certain improvements to real property located in Hidalgo County, Texas, and owned by Hidalgo County Which improvements are described as follows:

Tower Road Crossing Drainage Improvements - Utility Labor only.

In consideration of Pay Estimate No _____ in the amount of Five Thousand Four Hundred Dollars and zero cents DOLLAR(\$ 5,400.00) 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.

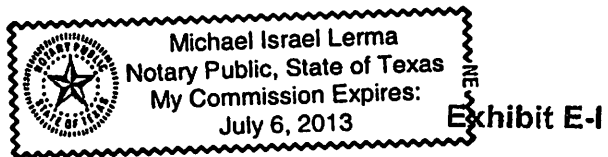
Espinoza Utilities
SUPPLIER

BY: [Signature] Manager
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME on this the 26th day of July, 2010 to certify which witness my hand and seal of office.

[Signature]
NOTARY PUBLIC in and for the State of Texas

My Commission Expires: 7-6-13



TOTAL COMMITMENT, LLC

11435 N. BRYAN RD.
MISSION, TX 78573

OFFICE# (956) 519-7111

FAX# (956) 519-7750

PEDRO GUTIERREZ JR.
MEMBER

7/23/2010

Hidalgo County Planning Department
1304 S. 25th St.
Edinburg, Tx 78539
(956) 318-2842

RE: Hidalgo County Precinct #2
Tower Road Crossing Drainage Improvements
C--10-032-02-16

Mr. Raul Sesin,

The following is the list of suppliers used in the above mentioned projects as per the County's request:

EMSSA (PIPE SUPPLY)	MCALLEN, TX	GUILLERMO MATA	(956) 467-5268
JUAN ESPINOSA (UTILITIES)	MERCEDES, TX	JUAN ESPINOSA	(956) 246-9507



Pedro A. Gutierrez Jr. / Member



Form 252 (Rev. 12/82)
Page 1 of 1
(GSD-EPC Word 97)

Contract Time Statement

ESTIMATE NO. 1 CONTRACTOR Total Commitment, LLC
 PROJECT NO. C-10-032-02-16 COUNTY Hidalgo DATE WORK BEGAN 5/17/2010
 TIME COMPUTED FROM 5/17/2010 - 7/21/2010 DATE WORK COMPLETED _____

MONTH	DATE OR DAYS	WORKING DAYS CHARGED	DAYS CREDITED AND REASONS THEREFORE
May (2010)	17	1	
	18	1	
	19	1	
	20	1	
	21	1	
	22	1	
	23	1	
	24	1	
	25	1	
	26	1	
	27	1	
June (2010)	28	1	
	29	1	
	30	1	
	31	1	
	1	1	
	2	1	
	3	1	
	4	1	Conflict waterline w/ North Alamo Water Supply.
	5	1	
	6	1	
	7	1	
8	1		
9	1		
10	1		
11	1		
12	1		
13	1		
14	1		
15	1		
16	1		
17	1		
18	1		
19	1		
20	1		
21	1		

TOTALS 36 | 0 | 0
 NO. OF CONTRACT WORKING DAYS 90 NO. WORKING DAYS CHARGED TO DATE 66
 ASSESSED LIQUIDATED DAMAGES: NO. 0 PER DAY \$ 500.00 TOTAL \$ 0.00
 CERTIFIED AS CORRECT (ONE COPY HAS BEEN GIVEN TO THE _____)

RESIDENT ENGINEER

INSTRUCTIONS: PROJECT IDENTIFICATION SHOULD COVER CONTRACT. TIME CREDITED AND REASONS THEREFORE MUST CONFORM TO PROVISIONS OF CONTRACT. NO HOLIDAY CREDIT ALLOWED FOR DAYS PRECEDING OR FOLLOWING LEGAL HOLIDAYS. TIME SUSPENDED AND RESUMED MUST BE SUPPORTED BY COPY EACH OF LETTERS TO CONTRACTOR DATED ON OR BEFORE EFFECTIVE DATES. TIME EXTENSION MUST BE INDICATED AND REFERENCED TO RELATED PROVISION OF CONTRACT. SEE BOOKLET OF INSTRUCTIONS, CONSTRUCTION ESTIMATES DATED SEPTEMBER 1, 1998



Contract Time Statement

ESTIMATE NO. 1-2 CONTRACTOR Total Commitment, LLC
 PROJECT NO. C-10-032-02-16 COUNTY Hidalgo DATE WORK BEGAN 5/17/2010
 TIME COMPUTED FROM 5/17/2010 - 7/21/2010 DATE WORK COMPLETED _____

MONTH	DATE OR DAYS	WORKING DAYS CHARGED	DAYS CREDITED AND REASONS THEREFORE
June	22	1	
(2010)	23	1	
	24	1	
	25	1	
	26	1	
	27	1	
	28	1	North Alamo Water Supply commenced deflection of waterline.
	29	1	
	30	1	Hurricane Alex (Category 2) made landfall and flooded jobsite
July	1	1	Tropical Storms
2010	2	1	
	3	1	
	4	1	
	5	1	
	6	1	
	7	1	
	8	1	
	9	1	
	10	1	
	11	1	End of Tropical Storms and flooding
	12	1	Back to work
	13	1	
	14	1	
	15	1	
	16	1	
	17	1	
	18	1	
	19	1	
	20	1	
	21	1	

TOTALS 66 | 0 | 0
 NO. OF CONTRACT WORKING DAYS 90 NO. WORKING DAYS CHARGED TO DATE 66
 ASSESSED LIQUIDATED DAMAGES: NO. 0 PER DAY \$ 500.00 TOTAL \$ 0.00
 CERTIFIED AS CORRECT (ONE COPY HAS BEEN GIVEN TO THE _____)

RESIDENT ENGINEER

INSTRUCTIONS: PRINTED IDENTIFICATION SHOULD COVER CONTRACT. TIME CREDITED AND REASONS THEREFORE MUST CONFORM TO PROVISIONS OF CONTRACT. NO HOLIDAY CREDIT ALLOWED FOR DAYS PRECEDING OR FOLLOWING LEGAL HOLIDAYS. TIME SUSPENDED AND RESUMED MUST BE SUPPORTED BY COPY EACH OF LETTERS TO CONTRACTOR DATED ON OR BEFORE EFFECTIVE DATES. TIME EXTENSION MUST BE INDICATED AND REFERENCED TO RELATED PROVISION OF CONTRACT. SEE BOOKLET OF INSTRUCTIONS, CONSTRUCTION ESTIMATES DATED SEPTEMBER 1, 1998

PARTIAL/FINAL WAIVER OF LIEN

THE STATE OF TEXAS

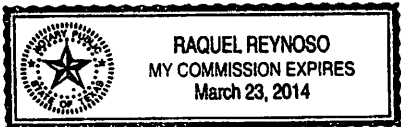
COUNTY OF Hidalgo

The undersigned contracted with Total Commitment, LLC
to furnish Utilities Materials
in connection with certain improvements to real property located in Hidalgo
County, Texas, and owned by Hidalgo County
Which improvements are described as follows:

Tower Road Crossing Drainage Improvements - Pipe Supply

In consideration of Pay Estimate No 1 in the amount of _____
DOLLAR(\$ _____) and other good
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 materialman
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
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
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
settlement of such lien or liens and a proper release thereof shall be obtained.



EMMSA
SUPPLIER
Jose L. Ballera
BY: Branch Manager
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 26th day of July, 2010
certify which witness my hand and seal of office.

Raquel Reynoso
NOTARY PUBLIC in and for the State of Texas
My Commission Expires: 3/23/2014