


A.

**Review and Approval by Hidalgo County Precinct No. 2  
of Contractor's Application and Certificate for Payment**

Project:	New Administration Offices for Hidalgo County Pct. 2 & Other County Offices
Purchase Order #: Contract #	636479 C-09-037C-11-17
Application and Certificate for Payment	#11(Eleven)
Submitted by:	D. Wilson Construction Co.
For Period to:	10/31/10
In the amount of:	\$314,433.70

Reviewed and Approved by:

  
Héctor "Tito" Palacios, Commissioner  
Hidalgo County Pct. 2

Date:

See Attached Account List

INVOICE RECEIVED BY:  
Jeanette Delo ON 11/8/10  
GOODS/SERVICES RECEIVED BY:  
Hector Palacios ON 11/8/10

# Application for Payment # 11

## New Precinct #2 Administration (BUILDING A)

**636479**

0-1334-431-00-122-021-0-720 \$31,228.81

0-1334-431-00-122-021-0-739 \$0.00

(EECBG ACCOUNT) 0-1287-466-00-122-021-3-720 \$0.00

(EECBG ACCOUNT) 0-1287-466-00-122-021-3-739 \$97,096.10

Req. #170077

## Health Clinic & WIC Clinic (BUILDING B&C)

**636479**

0-1334-441-00-122-041-0-720 \$99,746.26

0-1334-441-00-122-041-0-739 \$0.00

(EECBG ACCOUNT) 0-1287-466-00-122-041-3-720 \$0.00

(EECBG ACCOUNT) 0-1287-466-00-122-041-3-739 \$0.00

Req. #170077

## Tax Assessor Office (BUILDING D)

**636479**

0-1332-415-15-122-042-0-720 \$77,770.59

0-1334-415-15-122-042-0-739 \$0.00

(EECBG ACCOUNT) 0-1287-466-00-122-042-3-720 \$0.00

(EECBG ACCOUNT) 0-1287-466-00-122-042-3-739 \$0.00

Req. #170077

## Justice of the Peace Office (BUILDING E)

**636479**

0-1336-412-00-122-043-0-720 \$89,408.79

0-1336-412-00-122-043-0-739 \$0.00

(EECBG ACCOUNT) 0-1287-466-00-122-043-3-720 \$0.00

(EECBG ACCOUNT) 0-1287-466-00-122-043-3-739 \$0.00

Req. #170077

## Application and Certificate for Payment

<b>TO OWNER:</b> County of Hidalgo P.O. Box 1356 Edinburg, TX 78539  <b>FROM CONTRACTOR:</b> D. Wilson Construction Company P.O. Box 3455 McAllen, TX 78502-3455	<b>PROJECT:</b> Contract #2009-037C-11-17-0TM New Administrative Offices for Hidalgo County Pct. 2 - Pharr, TX <b>VIA ARCHITECT:</b> VA Architecture 2029 Industrial Dr. McAllen, TX 78501
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<b>APPLICATION NO:</b> Eleven	<b>Distribution to:</b>
<b>PERIOD TO:</b> 10/31/10	OWNER <input type="checkbox"/>
<b>CONTRACT FOR:</b> General Construction	ARCHITECT <input type="checkbox"/>
<b>CONTRACT DATE:</b> 11/03/09	CONTRACTOR <input type="checkbox"/>
<b>PROJECT NOS:</b> /	FIELD <input type="checkbox"/>
	OTHER <input type="checkbox"/>

### CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM ..... \$ 5,075,000.00
  2. Net change by Change Orders ..... \$ -
  3. CONTRACT SUM TO DATE (Line 1 ± 2) ..... \$ 5,075,000.00
  4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) ..... \$ 4,558,389.30
  5. RETAINAGE:
    - a. 5 % of Completed Work  
 (Column D + E on G703) ..... \$ 214,792.72
    - b. 5 % of Stored Material  
 (Column F on G703) ..... \$ 13,126.75
- Total Retainage (Lines 5a + 5b or Total in Column I of G703)..... \$ 227,919.47
6. TOTAL EARNED LESS RETAINAGE ..... \$ 4,330,469.83  
 (Line 4 Less Line 5 Total)
  7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... \$ 4,016,036.13  
 (Line 6 from prior Certificate)
  8. CURRENT PAYMENT DUE ..... \$ **314,433.70**
  9. BALANCE TO FINISH, INCLUDING RETAINAGE ..... \$ 744,530.17  
 (Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ -	\$ -
Total approved this Month	\$ -	\$ -
<b>TOTALS</b>	<b>\$ -</b>	<b>\$ -</b>
NET CHANGES by Change Order	\$ -	\$ -

**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.**

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The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR:** D WILSON CONSTRUCTION COMPANY  
 By: [Signature]  
 State of: Texas  
 Date: 11/03/10

County of: Hidalgo  
 Subscribed and sworn to before me this 3rd day of November 2010  
 Notary Public: [Signature]  
 My Commission expires: 06/08/11



### ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

**AMOUNT CERTIFIED** ..... \$ **314,433.70**  
*(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application that on the Continuation Sheet that are changed to conform with the amount certified.)*

**ARCHITECT:** [Signature]  
 By: D.I.B.  
 Date: 11-5-10

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



5,075,000·000+  
3,900,603·750-  
395,250·550-  
262,535·000-  
516,610·700\*

3,900,603·750+  
395,250·550+  
262,535·000+  
4,558,389·300\*

3,900,603·750+  
395,250·550+  
4,295,854·300\*

4,295,854·300×  
5·%  
214,792·715\*

262,535·00×  
5·%  
13,126·750\*

214,792·720+  
13,126·750+  
227,919·470\*

4,558,389·300+  
227,919·470-  
4,330,469·830\*

4,330,469·830+  
4,016,036·130-  
314,433·700\*

0·\*

5,075,000·000+  
4,330,469·830-  
744,530·170\*

4,500·000+  
405·000+  
195·000+  
1,500·000+  
1,150·000+  
10,224·000+  
3,119·000+  
943·000+  
30,134·000+  
12,068·550+  
7,067·000+  
250·000+  
3,894·000+  
61,817·000+  
2,897·000+  
362·000+  
5,294·000+  
1,920·000+  
465·000+  
219·000+  
864·000+  
1,260·000+  
967·000+  
182·000+  
4,380·000+  
1,050·000+  
2,280·000+  
255·000+  
47,768·000+  
18,750·000+  
18,750·000+  
18,750·000+  
18,750·000+  
1,200·000+  
16,500·000+  
7,000·000+  
1,000·000+  
2,000·000+  
1,200·000+  
500·000+  
250·000+  
750·000+  
2,420·000+  
1,500·000+  
1,000·000+  
23,000·000+  
6,650·000+  
950·000+  
700·000+

3,200·000+  
1,150·000+  
38,551·000+  
3,300·000+  
9,956·000+  
3,402·000+  
5,635·000+  
4,558·000+  
15,000·000+  
38,551·000-  
395,250·550\*

Item No.	Description Of The Work	Scheduled Value	Work Completed		Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
			Previous	This Period					
01-010	General Conditions	176,547.00	163,209.00	4,500.00	—	167,709.00	95%	8,838.00	8,385.45
01-405	Building Permit	13,290.00	13,290.00	—	—	13,290.00	100%	—	664.50
01-870	Bond	52,592.00	52,592.00	—	—	52,592.00	100%	—	2,629.60
01-871	Builder's Risk Policy	7,899.00	7,899.00	—	—	7,899.00	100%	—	394.95
01-874	Liability Insurance	55,750.00	55,750.00	—	—	55,750.00	100%	—	2,787.50
02-002	File Notice of Intent (SWPP)	300.00	300.00	—	—	300.00	100%	—	15.00
02-002	SWPP-Inspections	2,450.00	2,045.00	405.00	—	2,450.00	100%	—	122.50
02-101	Bldg A, Building pad, labor	6,122.00	6,122.00	—	—	6,122.00	100%	—	306.10
02-102	Bldg A, Building pad, material	13,637.00	13,637.00	—	—	13,637.00	100%	—	681.85
02-103	Bldg B & C, Building pad, labor	14,129.00	14,129.00	—	—	14,129.00	100%	—	706.45
02-104	Bldg B & C, Building pad, material	31,477.00	31,477.00	—	—	31,477.00	100%	—	1,573.85
02-105	Bldg D, Building pad, labor	5,396.00	5,396.00	—	—	5,396.00	100%	—	269.80
02-106	Bldg D, Building pad, material	12,021.00	12,021.00	—	—	12,021.00	100%	—	601.05
02-107	Bldg E, Building pad, labor	10,398.00	10,398.00	—	—	10,398.00	100%	—	519.90
02-108	Bldg E, Building pad, material	23,166.00	23,166.00	—	—	23,166.00	100%	—	1,158.30
02-109	Bldg A, Sanitary sewer, labor	3,576.00	3,576.00	—	—	3,576.00	100%	—	178.80
02-110	Bldg A, Sanitary sewer, material	1,797.00	1,797.00	—	—	1,797.00	100%	—	89.85
02-111	Bldg A, Water Improvements, labor	10,674.00	10,674.00	—	—	10,674.00	100%	—	533.70
02-112	Bldg A, Water Improvements, material	11,260.00	11,260.00	—	—	11,260.00	100%	—	563.00
02-113	Bldg A, Miscellaneous, labor	697.00	697.00	—	—	697.00	100%	—	34.85
02-114	Bldg A, Miscellaneous, material	1,228.00	1,228.00	—	—	1,228.00	100%	—	61.40
02-115	Bldg A, Paving, labor	50,738.00	46,679.00	—	—	46,679.00	92%	4,059.00	2,333.95
02-116	Bldg A, Paving, material	73,142.00	62,171.00	—	—	62,171.00	85%	10,971.00	3,108.55
02-117	Bldg A, Drainage, labor	7,652.00	7,652.00	—	—	7,652.00	100%	—	382.60
02-118	Bldg A, Drainage, material	13,025.00	13,025.00	—	—	13,025.00	100%	—	651.25
02-119	Bldg B&C, Sanitary sewer, labor	3,576.00	3,576.00	—	—	3,576.00	100%	—	178.80
02-120	Bldg B&C, Sanitary sewer, material	1,797.00	1,797.00	—	—	1,797.00	100%	—	89.85
02-121	Bldg B&C, Water Improvements, labor	10,674.00	10,674.00	—	—	10,674.00	100%	—	533.70
02-122	Bldg B&C, Water Improvements, material	11,260.00	11,260.00	—	—	11,260.00	100%	—	563.00
02-123	Bldg B&C, Miscellaneous, labor	697.00	697.00	—	—	697.00	100%	—	34.85
02-124	Bldg B&C, Miscellaneous, material	1,228.00	1,228.00	—	—	1,228.00	100%	—	61.40
02-125	Bldg B&C, Paving, labor	50,738.00	46,679.00	—	—	46,679.00	92%	4,059.00	2,333.95
02-126	Bldg B&C, Paving, material	73,142.00	62,171.00	—	—	62,171.00	85%	10,971.00	3,108.55
02-127	Bldg B&C, Drainage, labor	7,652.00	7,652.00	—	—	7,652.00	100%	—	382.60

Item No.	Description Of The Work	Scheduled Value	Work Completed		Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
			Previous	This Period					
02-128	Bldg B&C, Drainage, material	13,025.00	13,025.00	—	—	13,025.00	100%	—	651.25
02-129	Bldg D, Sanitary sewer, labor	3,576.00	3,576.00	—	—	3,576.00	100%	—	178.80
02-130	Bldg D, Sanitary sewer, material	1,797.00	1,797.00	—	—	1,797.00	100%	—	89.85
02-131	Bldg D, Water improvements, labor	10,674.00	10,674.00	—	—	10,674.00	100%	—	533.70
02-132	Bldg D, Water improvements, material	11,260.00	11,260.00	—	—	11,260.00	100%	—	563.00
02-133	Bldg D, Miscellaneous, labor	697.00	697.00	—	—	697.00	100%	—	34.85
02-134	Bldg D, Miscellaneous, material	1,228.00	1,228.00	—	—	1,228.00	100%	—	61.40
02-135	Bldg D, Paving, labor	50,738.00	46,679.00	—	—	46,679.00	92%	4,059.00	2,333.95
02-136	Bldg D, Paving, material	73,142.00	62,171.00	—	—	62,171.00	85%	10,971.00	3,108.55
02-137	Bldg D, Drainage, labor	7,652.00	7,652.00	—	—	7,652.00	100%	—	382.60
02-138	Bldg D, Drainage, material	13,025.00	13,025.00	—	—	13,025.00	100%	—	651.25
02-139	Bldg E, Sanitary sewer, labor	3,576.00	3,576.00	—	—	3,576.00	100%	—	178.80
02-140	Bldg E, Sanitary sewer, material	1,797.00	1,797.00	—	—	1,797.00	100%	—	89.85
02-141	Bldg E, Water improvements, labor	10,674.00	10,674.00	—	—	10,674.00	100%	—	533.70
02-142	Bldg E, Water improvements, material	11,260.00	11,260.00	—	—	11,260.00	100%	—	563.00
02-143	Bldg E, Miscellaneous, labor	697.00	697.00	—	—	697.00	100%	—	34.85
02-144	Bldg E, Miscellaneous, material	1,228.00	1,228.00	—	—	1,228.00	100%	—	61.40
02-145	Bldg E, Paving, labor	50,738.00	46,679.00	—	—	46,679.00	92%	4,059.00	2,333.95
02-146	Bldg E, Paving, material	73,142.00	62,171.00	—	—	62,171.00	85%	10,971.00	3,108.55
02-147	Bldg E, Drainage, labor	7,650.00	7,650.00	—	—	7,650.00	100%	—	382.50
02-148	Bldg E, Drainage, material	13,025.00	13,025.00	—	—	13,025.00	100%	—	651.25
02-282	Termite Control	7,270.00	7,270.00	—	—	7,270.00	100%	—	363.50
02-530	Splashblocks	250.00	—	—	—	—	—	250.00	—
02-831	Electronic Operable Gates	23,390.00	—	—	—	—	—	23,390.00	—
03-070	Foundation Concrete Material	99,808.00	99,808.00	—	—	99,808.00	100%	—	4,990.40
03-101	Foundation labor	75,894.00	75,894.00	—	—	75,894.00	100%	—	3,794.70
03-102	Transformer pad labor	2,400.00	2,400.00	—	—	2,400.00	100%	—	120.00
03-106	Dumpster pad labor	3,200.00	3,200.00	—	—	3,200.00	100%	—	160.00
03-107	CIP beams labor	4,800.00	4,800.00	—	—	4,800.00	100%	—	240.00
03-110	Concrete Pump	9,604.00	9,604.00	—	—	9,604.00	100%	—	480.20
03-200	Foundation Rebar	42,269.00	42,269.00	—	—	42,269.00	100%	—	2,113.45
03-250	Concrete Accessories	4,035.00	4,035.00	—	—	4,035.00	100%	—	201.75

Item No.	Description Of The Work	Scheduled Value	Work Completed		Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
			Previous	This Period					
03-261	Bldg A, Insulated Concrete Forms	32,467.00	32,467.00	—	—	32,467.00	100%	—	1,623.35
03-262	Bldg B&C, Insulated Concrete Forms	84,416.00	84,416.00	—	—	84,416.00	100%	—	4,220.80
03-263	Bldg D, Insulated Concrete Forms	43,290.00	43,290.00	—	—	43,290.00	100%	—	2,164.50
03-264	Bldg E, Insulated Concrete Forms	56,280.00	56,280.00	—	—	56,280.00	100%	—	2,814.00
04-100	Masonry Subcontract	259,531.00	259,531.00	—	—	259,531.00	100%	—	12,976.55
04-109	Masonry Febar	1,997.00	1,997.00	—	—	1,997.00	100%	—	99.85
04-110	Masonry Anchor Welding	1,000.00	1,000.00	—	—	1,000.00	100%	—	50.00
05-101	Structural Steel shop drawings	4,000.00	4,000.00	—	—	4,000.00	100%	—	200.00
05-102	Embed plates	5,500.00	5,500.00	—	—	5,500.00	100%	—	275.00
05-103	Structural steel material	69,500.00	69,500.00	—	—	69,500.00	100%	—	3,475.00
05-104	Structural steel fabrication	24,600.00	24,600.00	—	—	24,600.00	100%	—	1,230.00
05-105	Steel joists and metal deck	65,200.00	65,200.00	—	—	65,200.00	100%	—	3,260.00
05-106	Metal roof sheets	26,300.00	26,300.00	—	—	26,300.00	100%	—	1,315.00
05-107	Structural steel erection	42,000.00	42,000.00	—	—	42,000.00	100%	—	2,100.00
05-108	Canopy roofing	10,900.00	10,900.00	—	—	10,900.00	100%	—	545.00
06-100	Rough Carpentry	85,000.00	85,000.00	—	—	85,000.00	100%	—	4,250.00
06-100	Trellis	960.00	—	—	—	—	—	960.00	—
<b>Architectural Woodwork</b>									
06-401	Bldg. A, Shop Drawing Submittals	240.00	240.00	—	—	240.00	100%	—	12.00
06-402	Bldg. A, Base Cabinets	2,700.00	2,700.00	—	—	2,700.00	100%	—	135.00
06-403	Bldg. A, Upper Cabinets	1,180.00	1,180.00	—	—	1,180.00	100%	—	59.00
06-404	Bldg. A, Skirts/Removable Panels	195.00	195.00	—	—	195.00	100%	—	9.75
06-405	Bldg. A, Plastic Laminate Counter Tops	1,050.00	1,050.00	—	—	1,050.00	100%	—	52.50
06-406	Bldg. A, Delivery & Installation	560.00	365.00	195.00	—	560.00	100%	—	28.00
06-407	Bldg. D, Shop Drawing Submittals	575.00	575.00	—	—	575.00	100%	—	28.75
06-408	Bldg. D, Base Cabinets	5,727.00	5,727.00	—	—	5,727.00	100%	—	286.35
06-409	Bldg. D, Upper Cabinets	780.00	780.00	—	—	780.00	100%	—	39.00
06-410	Bldg. D, Pony Walls/Judge's Bench	1,920.00	1,920.00	—	—	1,920.00	100%	—	96.00
06-411	Bldg. D, Plastic Laminate Counter Tops	4,693.00	4,693.00	—	—	4,693.00	100%	—	234.65
06-412	Bldg. D, Delivery & Installation	1,500.00	—	1,500.00	—	1,500.00	100%	—	75.00

Hidalgo Co. Pct.2 Admin. Office  
 Job # 10-420  
 Retainage: 5%

Application No.: Eleven  
 Application Date: 10/31/2010  
 Period From: 10/1/2010  
 To: 10/31/2010

Item No.	Description Of The Work	Scheduled Value	Work Completed		Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
			Previous	This Period					
06-413	Bldg. B & C, Shop Drawing Submittals	775.00	775.00	—	—	775.00	100%	—	38.75
06-414	Bldg. B & C, Base Cabinets	9,690.00	9,690.00	—	—	9,690.00	100%	—	484.50
06-415	Bldg. B & C, Upper Cabinets	3,896.00	3,896.00	—	—	3,896.00	100%	—	194.80
06-416	Bldg. B & C, Tall Cabinets/Sheving Units	1,804.00	1,804.00	—	—	1,804.00	100%	—	90.20
06-417	Bldg. B & C, Skirts/Removable Panels	420.00	420.00	—	—	420.00	100%	—	21.00
06-418	Bldg. B & C, Pony Walls/Judge's Bench	800.00	800.00	—	—	800.00	100%	—	40.00
06-419	Bldg. B & C, Plastic Laminate Counter Tops	3,760.00	3,760.00	—	—	3,760.00	100%	—	188.00
06-420	Bldg. B & C, Delivery & Installation	2,300.00	1,150.00	1,150.00	—	2,300.00	100%	—	115.00
06-421	Bldg. E, Shop Drawing Submittals	917.00	917.00	—	—	917.00	100%	—	45.85
06-422	Bldg. E, Base Cabinets	7,425.00	7,425.00	—	—	7,425.00	100%	—	371.25
06-423	Bldg. E, Upper Cabinets	3,320.00	3,320.00	—	—	3,320.00	100%	—	166.00
06-424	Bldg. E, Skirts/Removable Panels	450.00	450.00	—	—	450.00	100%	—	22.50
06-425	Bldg. E, Pony Walls/Judge's Bench	15,729.00	5,505.00	10,224.00	—	15,729.00	100%	—	786.45
06-426	Bldg. E, Plastic Laminate Counter Tops	4,175.00	4,175.00	—	—	4,175.00	100%	—	208.75
06-427	Bldg. E, Delivery & Installation	3,669.00	550.00	3,119.00	—	3,669.00	100%	—	183.45
07-185	Water Proofing	49,290.00	49,290.00	—	—	49,290.00	100%	—	2,464.50
07-500	Roofing	278,843.00	277,900.00	943.00	—	278,843.00	100.0%	—	13,942.15
08-100	Metal Doors and Frames	32,250.00	32,250.00	—	—	32,250.00	100%	—	1,612.50
08-101	Frame/Door/Hardware Labor	20,850.00	4,200.00	—	—	4,200.00	20%	16,650.00	210.00
08-200	Flush Doors	30,134.00	—	30,134.00	—	30,134.00	100%	—	1,506.70
08-700	Finish Hardware	48,275.00	36,206.45	12,068.55	—	48,275.00	100%	—	2,413.75
<b>Aluminum Entrances and Storefronts</b>									
08-801	Bldg A, Glass	3,244.00	3,244.00	—	—	3,244.00	100%	—	162.20
08-802	Bldg A, Metal	1,500.00	1,500.00	—	—	1,500.00	100%	—	75.00
08-803	Bldg A, Labor	2,457.00	2,457.00	—	—	2,457.00	100%	—	122.85
08-804	Bldg B & C Glass	4,252.00	4,252.00	—	—	4,252.00	100%	—	212.60
08-805	Bldg B & C Metal	3,500.00	3,500.00	—	—	3,500.00	100%	—	175.00
08-806	Bldg B & C Labor	2,705.00	2,705.00	—	—	2,705.00	100%	—	135.25
08-807	Bldg D Glass	4,060.00	4,060.00	—	—	4,060.00	100%	—	203.00
08-808	Bldg D Metal	1,500.00	1,500.00	—	—	1,500.00	100%	—	75.00
08-809	Bldg D Labor	2,690.00	2,690.00	—	—	2,690.00	100%	—	134.50
08-810	Bldg E Glass	2,592.00	2,592.00	—	—	2,592.00	100%	—	129.60
08-811	Bldg E Metal	2,400.00	2,400.00	—	—	2,400.00	100%	—	120.00

Item No.	Description Of The Work	Scheduled Value	Work Completed		Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
			Previous	This Period					
08-812	Bldg E Labor	2,695.00	2,695.00	—	—	2,695.00	100%	—	134.75
09-101	Metal framing, labor	51,979.00	51,979.00	—	—	51,979.00	100%	—	2,598.95
09-102	Metal, framing, material	34,653.00	34,653.00	—	—	34,653.00	100%	—	1,732.65
09-103	Insulation, labor	17,994.00	17,994.00	—	—	17,994.00	100%	—	899.70
09-104	Insulation, material	11,996.00	11,996.00	—	—	11,996.00	100%	—	599.80
09-105	Sheetrock, material	42,359.00	42,359.00	—	—	42,359.00	100%	—	2,117.95
09-106	Sheetrock, labor	28,239.00	28,239.00	—	—	28,239.00	100%	—	1,411.95
09-501	Ceilings, material	35,334.00	28,267.00	7,067.00	—	35,334.00	100%	—	1,766.70
09-502	Ceilings, labor	23,555.00	19,711.00	250.00	—	19,961.00	85%	3,594.00	998.05
09-300	Ceramic Tile	38,994.00	35,100.00	3,894.00	—	38,994.00	100%	—	1,949.70
09-600	VCT	61,817.00	—	61,817.00	—	61,817.00	100%	—	3,090.85
	<b>Tape / float / paint</b>								
09-901	Tape / float / paint, Mobilization	1,500.00	1,500.00	—	—	1,500.00	100%	—	75.00
09-902	Tape / float / paint, Demobilization	500.00	—	—	—	—	—	500.00	—
09-903	Tape / float / paint, Submittals	500.00	500.00	—	—	500.00	100%	—	25.00
09-904	Tape / float / paint, Close-Out	500.00	—	—	—	—	—	500.00	—
09-905	Bldg A, Tape / Float, Material	805.00	805.00	—	—	805.00	100%	—	40.25
09-906	Bldg A, Paint -Material	2,259.00	2,259.00	—	—	2,259.00	100%	—	112.95
09-907	Bldg A, Equipment Rental	730.00	730.00	—	—	730.00	100%	—	36.50
09-908	Bldg A, Labor	6,525.00	5,875.00	—	—	5,875.00	90%	650.00	293.75
09-909	Bldg A, Overhead And Profit	4,200.00	3,790.00	—	—	3,790.00	90%	410.00	189.50
09-910	Bldg B & C, Tape / Float, Material	2,270.00	2,270.00	—	—	2,270.00	100%	—	113.50
09-911	Bldg B & C, Paint -Material	6,147.00	3,250.00	2,897.00	—	6,147.00	100%	—	307.35
09-912	Bldg B & C, Equipment Rental	730.00	368.00	362.00	—	730.00	100%	—	36.50
09-913	Bldg B & C, Labor	19,836.00	10,575.00	5,294.00	—	15,869.00	80%	3,967.00	793.45
09-914	Bldg B & C, Overhead And Profit	7,400.00	4,000.00	1,920.00	—	5,920.00	80%	1,480.00	296.00
09-915	Bldg D, Tape / Float, Material	623.00	623.00	—	—	623.00	100%	—	31.15
09-916	Bldg D, Paint -Material	1,549.00	852.00	465.00	—	1,317.00	85%	232.00	65.85
09-917	Bldg D, Equipment Rental	730.00	402.00	219.00	—	621.00	85%	109.00	31.05
09-918	Bldg D, Labor	2,879.00	1,583.00	864.00	—	2,447.00	85%	432.00	122.35

Item No.	Description Of The Work	Scheduled Value	Work Completed		Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
			Previous	This Period					
09-919	Bldg D, Overhead And Profit	4,200.00	2,310.00	1,260.00	—	3,570.00	85%	630.00	178.50
09-920	Bldg E, Tape / Float, Material	1,554.00	1,400.00	—	—	1,400.00	90%	154.00	70.00
09-921	Bldg E, Paint -Material	3,866.00	2,126.00	967.00	—	3,093.00	80%	773.00	154.65
09-922	Bldg E, Equipment Rental	730.00	402.00	182.00	—	584.00	80%	146.00	29.20
09-923	Bldg E, Labor	17,521.00	9,637.00	4,380.00	—	14,017.00	80%	3,504.00	700.85
09-924	Bldg E, Overhead And Profit	4,200.00	2,310.00	1,050.00	—	3,360.00	80%	840.00	168.00
10-350	Flag Pole (4)	5,528.00	—	—	—	—	—	5,528.00	—
10-350	Flag Pole Labor	3,500.00	—	—	—	—	—	3,500.00	—
10-400	Signage & Graphics	11,159.00	—	—	—	—	—	11,159.00	—
10-400	Signage & Graphics Labor	3,200.00	—	—	—	—	—	3,200.00	—
10-520	Fire Extinguishers	2,464.00	—	—	—	—	—	2,464.00	—
10-520	Fire Extinguishers Labor (\$50 ea)	1,150.00	—	—	—	—	—	1,150.00	—
10-600	Toilet Partitions	2,280.00	—	2,280.00	—	2,280.00	100%	—	114.00
10-600	Toilet Partitions Labor	255.00	—	255.00	—	255.00	100%	—	12.75
10-800	Toilet and Bath Accessories	10,496.00	—	—	—	—	—	10,496.00	—
10-800	Toilet and Bath Accessories Labor (\$10 ea)	1,850.00	—	—	—	—	—	1,850.00	—
11-130	Audio Visual Equipment	5,550.00	—	—	—	—	—	5,550.00	—
11-130	Audio Visual Equipment Labor	675.00	—	—	—	—	—	675.00	—
13-601	Bldg A, Solar Energy System (Solar Lighting)	67,071.00	2,500.00	47,768.00	—	50,268.00	75%	16,803.00	2,513.40
13-602	Bldg B&C, Solar Energy System (Solar Lighting)	67,071.00	2,500.00	—	47,768.00	50,268.00	75%	16,803.00	2,513.40
13-603	Bldg D, Solar Energy System (Solar Lighting)	67,071.00	2,500.00	—	47,768.00	50,268.00	75%	16,803.00	2,513.40
13-604	Bldg E, Solar Energy System (Solar Lighting)	67,072.00	2,500.00	—	47,768.00	50,268.00	75%	16,804.00	2,513.40
13-605	Bldg A, Lighting Installation w/ Poles & Bases	28,649.00	—	18,750.00	—	18,750.00	65%	9,899.00	937.50
13-606	Bldg B&C, Lighting Installation w/ Poles & Bases	28,649.00	—	18,750.00	—	18,750.00	65%	9,899.00	937.50
13-607	Bldg D, Lighting Installation w/ Poles & Bases	28,649.00	—	18,750.00	—	18,750.00	65%	9,899.00	937.50
13-608	Bldg E, Lighting Installation w/ Poles & Bases	28,649.00	—	18,750.00	—	18,750.00	65%	9,899.00	937.50
13-650	Bldg A, Photovoltaic System	209,143.00	—	—	80,416.00	80,416.00	38%	128,727.00	4,020.80
13-815	Bldg A, Wind Turbines	69,344.00	2,400.00	—	38,815.00	41,215.00	59%	28,129.00	2,060.75

Item No.	Description Of The Work	Scheduled Value	Work Completed		Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
			Previous	This Period					
<b>Plumbing Contractor</b>									
15-101	Bldg A, Sanitary Underground- Material	5,500.00	5,500.00	—	—	5,500.00	100%	—	275.00
15-102	Bldg A, Sanitary Underground- Labor	4,000.00	4,000.00	—	—	4,000.00	100%	—	200.00
15-103	Bldg A, Domestic Water- Material	6,000.00	6,000.00	—	—	6,000.00	100%	—	300.00
15-104	Bldg A, Domestic Water - Labor	5,500.00	5,500.00	—	—	5,500.00	100%	—	275.00
15-105	Bldg A, Sanitary Waste and Vent- Material	3,500.00	3,500.00	—	—	3,500.00	100%	—	175.00
15-106	Bldg A, Sanitary Waste and Vent- Labor	2,500.00	2,500.00	—	—	2,500.00	100%	—	125.00
15-107	Bldg A, Plumbing Insulation	1,500.00	1,500.00	—	—	1,500.00	100%	—	75.00
15-108	Bldg A, Plumbing Fixtures- Material	10,000.00	10,000.00	—	—	10,000.00	100%	—	500.00
15-109	Bldg A, Plumbing Fixtures- Labor	6,000.00	4,800.00	1,200.00	—	6,000.00	100%	—	300.00
15-110	Bldg B & C, Sanitary Underground- Material	6,000.00	6,000.00	—	—	6,000.00	100%	—	300.00
15-111	Bldg B & C, Sanitary Underground- Labor	5,500.00	5,500.00	—	—	5,500.00	100%	—	275.00
15-112	Bldg B & C, Domestic Water- Material	7,500.00	7,500.00	—	—	7,500.00	100%	—	375.00
15-113	Bldg B & C, Domestic Water - Labor	6,000.00	6,000.00	—	—	6,000.00	100%	—	300.00
15-114	Bldg B & C, Sanitary Waste and Vent- Material	5,000.00	5,000.00	—	—	5,000.00	100%	—	250.00
15-115	Bldg B & C, Sanitary Waste and Vent- Labor	2,500.00	2,500.00	—	—	2,500.00	100%	—	125.00
15-116	Bldg B & C, Plumbing Insulation	3,000.00	3,000.00	—	—	3,000.00	100%	—	150.00
15-117	Bldg B & C, Plumbing Fixtures- Material	16,500.00	—	16,500.00	—	16,500.00	100%	—	825.00
15-118	Bldg B & C, Plumbing Fixtures- Labor	7,000.00	—	7,000.00	—	7,000.00	100%	—	350.00
15-119	Bldg D, Sanitary Underground- Material	4,500.00	4,500.00	—	—	4,500.00	100%	—	225.00
15-120	Bldg D, Sanitary Underground- Labor	3,500.00	3,500.00	—	—	3,500.00	100%	—	175.00
15-121	Bldg D, Domestic Water- Material	5,000.00	5,000.00	—	—	5,000.00	100%	—	250.00
15-122	Bldg D, Domestic Water - Labor	3,500.00	3,500.00	—	—	3,500.00	100%	—	175.00
15-123	Bldg D, Sanitary Waste and Vent- Material	3,000.00	3,000.00	—	—	3,000.00	100%	—	150.00
15-124	Bldg D, Sanitary Waste and Vent- Labor	1,500.00	1,500.00	—	—	1,500.00	100%	—	75.00
15-125	Bldg D, Plumbing Insulation	1,500.00	1,500.00	—	—	1,500.00	100%	—	75.00
15-126	Bldg D, Plumbing Fixtures- Material	10,000.00	10,000.00	—	—	10,000.00	100%	—	500.00
15-127	Bldg D, Plumbing Fixtures- Labor	5,000.00	4,000.00	1,000.00	—	5,000.00	100%	—	250.00
15-128	Bldg E, Sanitary Underground- Material	5,500.00	5,500.00	—	—	5,500.00	100%	—	275.00
15-129	Bldg E, Sanitary Underground- Labor	4,000.00	4,000.00	—	—	4,000.00	100%	—	200.00
15-130	Bldg E, Domestic Water- Material	6,000.00	6,000.00	—	—	6,000.00	100%	—	300.00
15-131	Bldg E, Domestic Water - Labor	5,500.00	5,500.00	—	—	5,500.00	100%	—	275.00
15-132	Bldg E, Sanitary Waste and Vent- Material	3,500.00	3,500.00	—	—	3,500.00	100%	—	175.00
15-133	Bldg E, Sanitary Waste and Vent- Labor	2,500.00	2,500.00	—	—	2,500.00	100%	—	125.00

Item No.	Description Of The Work	Scheduled Value	Work Completed		Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage	
			Previous	This Period						
15-134	Bldg E, Plumbing Insulation	2,000.00	—	2,000.00	—	2,000.00	100%	—	100.00	
15-135	Bldg E, Plumbing Fixtures- Material	9,750.00	9,750.00	—	—	9,750.00	100%	—	487.50	
15-136	Bldg E, Plumbing Fixtures- Labor	6,000.00	4,800.00	1,200.00	—	6,000.00	100%	—	300.00	
<b>HVAC</b>										
15-501	Mobilization	3,200.00	3,200.00	—	—	3,200.00	100%	—	160.00	
15-502	Project Management	3,200.00	2,700.00	500.00	—	3,200.00	100%	—	160.00	
15-503	Material - Submittals	500.00	500.00	—	—	500.00	100%	—	25.00	
15-504	Project Meetings	3,000.00	2,750.00	250.00	—	3,000.00	100%	—	150.00	
15-505	Equipment Rental	3,500.00	2,750.00	750.00	—	3,500.00	100%	—	175.00	
15-506	Metal Duct Fabrication, material	60,100.00	60,100.00	—	—	60,100.00	100%	—	3,005.00	
15-507	Metal Duct Fabrication, labor	53,000.00	53,000.00	—	—	53,000.00	100%	—	2,650.00	
15-508	Air devices, material	23,500.00	23,500.00	—	—	23,500.00	100%	—	1,175.00	
15-509	Air devices, labor	7,000.00	7,000.00	—	—	7,000.00	100%	—	350.00	
15-510	Exhaust Fans, material	15,580.00	15,580.00	—	—	15,580.00	100%	—	779.00	
15-511	Exhaust Fans, labor	7,000.00	7,000.00	—	—	7,000.00	100%	—	350.00	
15-512	Equipment, Mini-Splits, material	2,420.00	—	2,420.00	—	2,420.00	100%	—	121.00	
15-513	Air Handlers/Condensers	135,000.00	135,000.00	—	—	135,000.00	100%	—	6,750.00	
15-514	Air Handlers/Condensers, labor	5,000.00	5,000.00	—	—	5,000.00	100%	—	250.00	
15-515	Copper	1,500.00	—	1,500.00	—	1,500.00	100%	—	75.00	
15-516	Labor	1,000.00	—	1,000.00	—	1,000.00	100%	—	50.00	
<b>Electrical</b>										
16-101	Lighting-Material	91,925.00	64,750.00	23,000.00	—	87,750.00	95%	4,175.00	4,387.50	
16-102	Lighting-Labor	33,200.00	25,600.00	6,650.00	—	32,250.00	97%	950.00	1,612.50	
16-103	Gear-Material	20,700.00	20,700.00	—	—	20,700.00	100%	—	1,035.00	
16-104	Gear-Labor	10,690.00	10,690.00	—	—	10,690.00	100%	—	534.50	
16-105	Underground- Material	40,600.00	40,600.00	—	—	40,600.00	100%	—	2,030.00	
16-106	Underground- Labor	9,500.00	6,775.00	—	—	6,775.00	71%	2,725.00	338.75	
16-107	Rough-In-Material	47,000.00	47,000.00	—	—	47,000.00	100%	—	2,350.00	
16-108	Rough-In-Labor	12,200.00	12,200.00	—	—	12,200.00	100%	—	610.00	
16-109	Wire- Material	18,000.00	16,700.00	950.00	—	17,650.00	98%	350.00	882.50	
16-110	Wire- Labor	6,900.00	6,045.00	700.00	—	6,745.00	98%	155.00	337.25	
16-111	Finish-Out- Material	6,360.00	1,700.00	3,200.00	—	4,900.00	77%	1,460.00	245.00	
16-112	Finish-Out- Labor	2,300.00	700.00	1,150.00	—	1,850.00	80%	450.00	92.50	
16-113	Generator- Material/Labor	83,600.00	83,600.00	—	—	83,600.00	100%	—	4,180.00	
16-114	Wind Turbines (Gear) Material	6,793.00	1,050.00	—	—	1,050.00	15%	5,743.00	52.50	

Item No.	Description Or The Work	Scheduled Value	Work Completed		Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
			Previous	This Period					
16-115	Wind Turbines (Gear) Labor	7,057.00	—	—	—	—	100%	7,057.00	5,151.02
16-116	Solar Panels (Gear) Material	1,738.00	—	—	—	—	100%	1,738.00	2,500.00
16-117	Solar Panels (Gear) Labor	1,362.00	—	—	—	—	100%	1,362.00	400.00
BF-003	Landscape & Irrigation Allowance	150,000.00	64,469.30	38,551.00	—	103,020.30	69%	46,979.70	400.00
BF-001	Betterment Allowances	50,000.00	50,000.00	—	—	50,000.00	100%	—	400.00
BF-019	HVAC Contingency	8,000.00	8,000.00	—	—	8,000.00	100%	—	400.00
BF-015	Plumbing Contingency	8,000.00	8,000.00	—	—	8,000.00	100%	—	400.00
BF-016	Electrical Contingency	8,000.00	8,000.00	—	—	8,000.00	100%	—	400.00
BF-032	Structural Contingency	8,000.00	8,000.00	—	—	8,000.00	100%	—	400.00
BF-050	Lawn Sprinkler Allowance	5,000.00	—	—	—	—	100%	5,000.00	—
ASI 009 1	Spanish tile blend in lieu of single color	9,281.00	9,281.00	—	—	9,281.00	100%	—	464.05
ASI 009 2	Provide 1" exterior glazing (all) in lieu of 1/4"	28,115.00	28,115.00	—	—	28,115.00	100%	—	1,405.75
ASI 009 3	Charge Betterment fund for ASI 009	(37,396.00)	(37,396.00)	—	—	(37,396.00)	100%	—	(1,869.80)
ASI 11 01	Work shown on proposal request #1	27,752.00	27,752.00	—	—	27,752.00	100%	—	1,387.60
ASI 11 02	Add underground conduit & install pull boxes	10,752.00	10,752.00	—	—	10,752.00	100%	—	537.60
ASI 11 03	Eliminate Bldg A transformer ...	12,746.00	12,746.00	—	—	12,746.00	100%	—	637.30
ASI 11	Charge Landscape allowance	(6,646.00)	(6,646.00)	—	—	(6,646.00)	100%	—	(332.30)
ASI 11	Charge Betterment Fund	(12,604.00)	(12,604.00)	—	—	(12,604.00)	100%	—	(630.20)
ASI 11	Charge HVAC Contingency	(8,000.00)	(8,000.00)	—	—	(8,000.00)	100%	—	(400.00)
ASI 11	Charge PlumbingContingency	(8,000.00)	(8,000.00)	—	—	(8,000.00)	100%	—	(400.00)
ASI 11	Charge ElectricalContingency	(8,000.00)	(8,000.00)	—	—	(8,000.00)	100%	—	(400.00)
ASI 11	Charge StructuralContingency	(8,000.00)	(8,000.00)	—	—	(8,000.00)	100%	—	(400.00)
	Drainage & water system as-built summary	37,889.30	37,889.30	—	—	37,889.30	100%	—	1,894.47
	Additional cost (see attached)	15,534.00	15,534.00	—	—	15,534.00	100%	—	776.70
	Hall Acres Road crossing changes	4,400.00	—	3,300.00	—	3,300.00	75%	1,100.00	165.00
	Hall Acres Road temporary paving	9,956.00	—	9,956.00	—	9,956.00	100%	—	497.80
	Owner Changes PR # 2	3,402.00	—	3,402.00	—	3,402.00	100%	—	170.10
	Turbine Pier Modifications Owner	5,635.00	—	5,635.00	—	5,635.00	100%	—	281.75
	Canopy Structural Engineer's Change	4,558.00	—	4,558.00	—	4,558.00	100%	—	227.90
	Turbine Wire Size Change	15,000.00	—	15,000.00	—	15,000.00	100%	—	750.00
	Green Sheet Rock Change	(96,374.30)	(57,823.30)	(38,551.00)	—	(96,374.30)	100%	—	(4,818.72)
	Charge Landscaping & Irrigation Allowance								



Item No.	Description Of The Work	Scheduled Value	Work Completed		Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
			Previous	This Period					
<b>Breakdown by buildings</b>									
	Building A - other items	592,814.30	533,944.49	31,228.81	27,641.00	592,814.30	100%	—	29,640.72
02-109	Bldg A, Paving, drainage, miscellaneous	173,789.00	158,759.00	—	—	158,759.00	91%	15,030.00	7,937.95
	Bldg A, Wind Turbines / Photovoltaic	278,487.00	201,452.07	49,328.10	—	250,780.17	90%	27,706.83	12,539.01
	Bldg A Energy Conservation Supply	35,189.70	25,455.51	—	—	25,455.51	72%	9,734.19	1,272.78
13-601	Bldg A, Solar Energy System (Solar Lighting)	95,720.00	2,500.00	47,768.00	—	50,268.00	53%	45,452.00	2,513.40
	<b>Bldg A, total cost</b>	<b>1,176,000.00</b>	<b>922,111.07</b>	<b>128,324.91</b>	<b>27,641.00</b>	<b>1,078,076.98</b>	<b>92%</b>	<b>97,923.02</b>	<b>53,903.86</b>
	Building B & C - other items	1,124,445.82	930,534.04	99,746.26	34,226.00	1,064,506.30	95%	59,939.52	53,225.32
02-119	Bldg B&C, Paving, drainage, miscellaneous	173,789.00	158,759.00	—	—	158,759.00	91%	15,030.00	7,937.95
	Bldg B&C, Energy Conservation Supply	63,045.18	—	—	—	—	—	63,045.18	—
13-602	Bldg B&C, Solar Energy System (Solar Lighting)	95,720.00	2,500.00	—	47,768.00	50,268.00	53%	45,452.00	2,513.40
	<b>Bldg B&amp;C, total cost</b>	<b>1,457,000.00</b>	<b>1,091,793.04</b>	<b>99,746.26</b>	<b>81,994.00</b>	<b>1,273,533.30</b>	<b>87%</b>	<b>183,466.70</b>	<b>63,676.67</b>
	Building D - other items	845,166.13	718,696.60	77,770.59	26,685.00	823,152.19	97%	22,013.94	41,157.61
02-129	Bldg D, Paving, drainage, miscellaneous	173,789.00	158,759.00	—	—	158,759.00	91%	15,030.00	7,937.95
	Bldg D, Energy Conservation Supply	21,324.87	—	—	—	—	—	21,324.87	—
13-603	Bldg D, Solar Energy System (Solar Lighting)	95,720.00	2,500.00	—	47,768.00	50,268.00	53%	45,452.00	2,513.40
	<b>Bldg D, total cost</b>	<b>1,136,000.00</b>	<b>879,955.60</b>	<b>77,770.59</b>	<b>74,453.00</b>	<b>1,032,179.19</b>	<b>91%</b>	<b>103,820.81</b>	<b>51,608.96</b>
	Building E - other items	995,044.75	845,487.04	89,408.79	30,679.00	965,574.83	97%	29,469.92	48,278.74
02-139	Bldg E, Paving, drainage, miscellaneous	173,787.00	158,757.00	—	—	158,757.00	91%	15,030.00	7,937.85
	Bldg E, Energy Conservation Supply	41,447.25	—	—	—	—	—	41,447.25	—
13-604	Bldg E, Solar Energy System (Solar Lighting)	95,721.00	2,500.00	—	47,768.00	50,268.00	53%	45,453.00	2,513.39
	<b>Bldg E, total cost</b>	<b>1,306,000.00</b>	<b>1,006,744.04</b>	<b>89,408.79</b>	<b>78,447.00</b>	<b>1,174,599.83</b>	<b>90%</b>	<b>131,400.17</b>	<b>58,729.98</b>
	<b>Totals</b>	<b>5,075,000.00</b>	<b>3,900,603.75</b>	<b>395,250.55</b>	<b>262,535.00</b>	<b>4,558,389.30</b>	<b>90%</b>	<b>516,610.70</b>	<b>227,919.47</b>

**GENERAL CONTRACTOR'S  
AFFIDAVIT AND PARTIAL  
WAIVER OF LIEN**

**GENERAL CONTRACTOR'S  
AFFIDAVIT AND PARTIAL WAIVER OF LIEN #\_\_11\_\_**

**THE STATE OF TEXAS                      COUNTY OF HIDALGO**

BEFORE ME, the undersigned authority, on this day personally appeared, Timothy J. Mickunas, who being duly sworn, upon his/her oath, declares and acknowledges as follows:

1. I am a duly authorized of D. Wilson Construction Company (the "General Contractor")
2. Pursuant to an agreement between Hidalgo County and the General Contractor, materials have been supplied and/or labor has been performed in connection the construction of the project upon certain real property owned by the Owner in Hidalgo County, Texas. Said project are more particularly described as **New Hidalgo County Pct. 2 Administration Offices, Pharr, Texas.**
3. In consideration of and conditioned upon receipt of payment through October 31, 2010 from the Owner, D. Wilson Construction Company hereby waives and releases any and all liens, rights and interests under the construction and statutes of the State of Texas, for any labor and/or materials supplied to the Project, as of the date stated above.
4. D. Wilson Construction Company **certifies** that the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, and should any deviations from the contract documents, be found at any time, General Contractor holds the Owner, the Architect, and Engineers harmless.

EXECUTED this 3rd day of November, 2010.

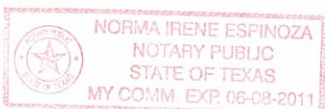
By: 

Title: Timothy J. Mickunas, Secretary/Treasurer

SUBSCRIBED AND SWORN TO before me by the said Secretary/Treasurer of D. Wilson Construction Company this 3rd day of November, 2010, to certify which witness my hand and seal of office.

Seal:

NOTARY PUBLIC in and for Hidalgo County, The State of Texas





My Commission Expires on: 06/08/11

**SURETY COMPANY STATEMENT**

# HUGHSTON

## INSURANCE AGENCY

David C. Hughston, CIC, CPCU  
Peggy Gonzalez, CIC, CPCU, CRIS  
Christopher Hughston, CIC  
Brock Hughston, CISR

November 3, 2010

This is to confirm that we have reviewed the Application for Payment No. 11 submitted by D. Wilson Construction Company the Contractor for the New Hidalgo County Prct. 2 Administration Offices and other County Offices, Pharr, Texas, and that we approve, without reservation, of the payment of th requested funds to the Contractor by Hidalgo County.

Great American Insruance Company of New York certifies that the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, and should any deviations from the contract documents be found at any time, Great American Insurance Company of New York holds the Owner, the Architect, and Engineers harmless.

  
Print Name: David C. Hughston  
Name of Surety: Great American Insurance  
Of New York

This instrument was acknowledged before me, the undersigned authority by David C. Hugshton on the 3<sup>rd</sup> day of November 2010.



  
Notary Public for the State of Texas  
Commission Expires Expires: April 2, 2011

**GREAT AMERICAN INSURANCE COMPANY OF NEW YORK**

New York

Administrative Office: 580 WALNUT STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than **FIVE**

No. **0** 15621

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY OF NEW YORK, a corporation organized and existing under and by virtue of the laws of the State of New York, does hereby nominate, constitute and appoint the person or persons named below its true and lawful attorney-in-fact, for it and in its name, place and stead to execute in behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
RAY HUGHSTON	PEGGY GONZALEZ	ALL
CHRIS HUGHSTON	MARY EDWARDS	\$75,000,000.
DAVID C. HUGHSTON		

This Power of Attorney revokes all previous powers issued in behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF, the GREAT AMERICAN INSURANCE COMPANY OF NEW YORK has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this **17TH** day of **JUNE**, 2008 .

Attest

GREAT AMERICAN INSURANCE COMPANY OF NEW YORK

DAVID C. KITCHIN (513-412-4602)

STATE OF OHIO, COUNTY OF HAMILTON-ss:

On this **18TH** day of **JUNE**, 2008, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is the Divisional Senior Vice President of the Bond Division of Great American Insurance Company of New York, the Company described in and which executed the above instrument; that he knows the seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company of New York by unanimous written consent dated July 27, 1995.

*RESOLVED: That the Divisional President, the Divisional Senior Vice President, the several Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.*

*RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract or suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.*

**CERTIFICATION**

I, EVE CUTLER ROSEN, Senior Vice President, General Counsel & Assistant Secretary of Great American Insurance Company of New York, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of July 27, 1995 have not been revoked and are now in full force and effect.

Signed and sealed this **3rd** day of **November**, 2010 .

**APPLICATIONS FOR  
PAYMENT CERTIFICATION**

## § 9.3 APPLICATIONS FOR PAYMENT

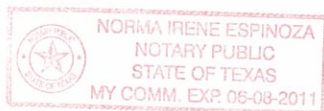
In accordance with § 9.3.1 of AIA Document A201, General Conditions of the Contract for Construction, D. Wilson Construction Company certifies that there are no known mechanics', materialman's, or laborers' liens or claims, or any other liens or claims, legal or equitable, contractual, statutory, or constitutional, outstanding or known to exist at the date of this Application; all due and payable bills with respect to the Work have been paid to date or are included in the amount requested in the **Application #11** and there is no known basis for the filing of any mechanics', materialman's or laborers' lien or claim, or any other lien or claim, legal or equitable, contractual, statutory, or constitutional on the Work; and waivers and releases from all Subcontractors, laborers, and material men for Work done and materials furnished have been obtained in such form as to constitute an effective waiver and release of all such liens and claims under the laws of the state within which the Project is located and shall be delivered to the Architect together with Contractor's waiver and release of liens and claims at the time of submission of the Application for Payment.

### D. WILSON CONSTRUCTION COMPANY



\_\_\_\_\_  
Timothy J. Mickunas, Secretary/Treasurer

This instrument was acknowledged before me, the undersigned authority by Timothy J. Mickunas on the **3rd** day of **November, 2010**.



\_\_\_\_\_  
Notary Public for the State of Texas  
My Commission Expires: 06/08/11

**SUBCONTRACTOR'S / SUPPLIER'S  
AFFIDAVIT AND PARTIAL  
WAIVER OF LIEN**

**SUBCONTRACTOR'S  
AFFIDAVIT AND PARTIAL WAIVER OF LIEN # 4**

**THE STATE OF TEXAS      COUNTY OF Cameron**

BEFORE ME, the undersigned authority, on this day personally appeared, Jose J. Tovar  
who being duly sworn, upon his/her oath, declares and acknowledges as follows:

1. I am a duly authorized of A.A.E. Manufacturing Co., Inc.  
(the "Subcontractor/Materialmen")
2. Pursuant to an agreement between D. Wilson Construction Company and the Subcontractor/Materialmen, materials have been supplied and/or labor has been performed in connection the construction of the project upon certain real property owned by the Owner in Hidalgo County, Texas. Said project are more particularly described as New Hidalgo County Pct. 2 Administration Offices, Pharr, Texas.
3. In consideration of and conditioned upon receipt of payment through 10-25-10 from D. Wilson Construction Company, Subcontractor /Materialmen hereby waives and releases any and all liens, rights and interests under the construction and statutes of the State of Texas, for any labor and/or materials supplied to the Project, as of the date stated above.

EXECUTED this 25<sup>th</sup> day of October, 2010.

By: [Signature]  
Title: Vice - President

SUBSCRIBED AND SWORN TO before me by the said Jose J. Tovar of A.A.E. Manufacturing Co., Inc. this day of October 25, 2010, to certify which witness my hand and seal of office.

Seal:

NOTARY PUBLIC in and for

County, The State of

[Signature]  
My Commission Expires on:



**SUBCONTRACTOR'S  
AFFIDAVIT AND PARTIAL WAIVER OF LIEN # 5**

**THE STATE OF TEXAS**

**COUNTY OF Harris**

BEFORE ME, the undersigned authority, on this day personally appeared, Craig Carter  
who being duly sworn, upon his/her oath, declares and acknowledges as follows:

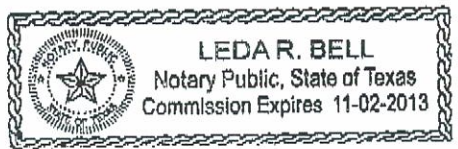
1. I am a duly authorized of American Door Products  
(the "Subcontractor/Materialmen")
2. Pursuant to an agreement between D. Wilson Construction Company and the Subcontractor/Materialmen, materials have been supplied and/or labor has been performed in connection the construction of the project upon certain real property owned by the Owner in Hidalgo County, Texas. Said project are more particularly described as New Hidalgo County Pct. 2 Administration Offices, Pharr, Texas.
3. In consideration of and conditioned upon receipt of payment through 1219-10 from D. Wilson Construction Company, Subcontractor /Materialmen hereby waives and releases any and all liens, rights and interests under the construction and statutes of the State of Texas, for any labor and/or materials supplied to the Project, as of the date stated above.

EXECUTED this 24 day of Oct, 20 10

By: [Signature]  
Title: CRAIG CARTER OPERATIONS MANAGER

SUBSCRIBED AND SWORN TO before me by the said Craig Carter of American Door Products this day of 24 Oct 20 10 to certify which witness my hand and seal of office.

Seal: NOTARY PUBLIC in and for Harris County, The State of Texas  
[Signature]  
My Commission Expires on: \_\_\_\_\_



**SUBCONTRACTOR'S  
AFFIDAVIT AND PARTIAL WAIVER OF LIEN # 1**

**THE STATE OF TEXAS**      **COUNTY OF** VICTORIA

BEFORE ME, the undersigned authority, on this day personally appeared, LINDA CHANEK, who being duly sworn, upon his/her oath, declares and acknowledges as follows:

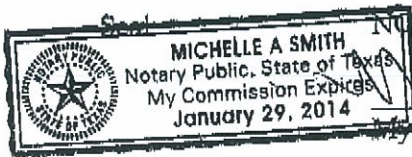
1. I am a duly authorized of CROSSROADS SPECIALTIES, LLC (the "Subcontractor/Materialmen")
2. Pursuant to an agreement between D. Wilson Construction Company and the Subcontractor/Materialmen, materials have been supplied and/or labor has been performed in connection the construction of the project upon certain real property owned by the Owner in Hidalgo County, Texas. Said project are more particularly described as **New Hidalgo County Pct. 2 Administration Offices, Pharr, Texas.**
3. In consideration of and conditioned upon receipt of payment through OCTOBER 31 2010 from D. Wilson Construction Company, Subcontractor /Materialmen hereby waives and releases any and all liens, rights and interests under the construction and statutes of the State of Texas, for any labor and/or materials supplied to the Project, as of the date stated above.

EXECUTED this 3rd day of November, 2010

By: \_\_\_\_\_

Title: LINDA CHANEK, PRESIDENT

SUBSCRIBED AND SWORN TO before me by the said Linda Chanek of Crossroads Specialties this day of November 3, 2010, to certify which witness my hand and seal of office.



NOTARY PUBLIC in and for VICTORIA County, The State of TEXAS

[Signature]  
Commission Expires on: 11-29-2014

**SUBCONTRACTOR'S  
AFFIDAVIT AND PARTIAL WAIVER OF LIEN # 1**

**THE STATE OF TEXAS                      COUNTY OF HIDALGO**

BEFORE ME, the undersigned authority, on this day personally appeared, Fernando Millian  
\_\_\_\_\_, who being duly sworn, upon his/her oath, declares and acknowledges as follows:

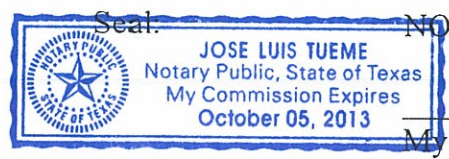
1. I am a duly authorized of Excel Applicators, Inc.  
(the "Subcontractor/Materialmen")
  
2. Pursuant to an agreement between D. Wilson Construction Company and the Subcontractor/Materialmen, materials have been supplied and/or labor has been performed in connection the construction of the project upon certain real property owned by the Owner in Hidalgo County, Texas. Said project are more particularly described as **New Hidalgo County Pct. 2 Administration Offices, Pharr, Texas.**
  
3. In consideration of and conditioned upon receipt of payment through 10-25-10 from D. Wilson Construction Company, Subcontractor /Materialmen hereby waives and releases any and all liens, rights and interests under the construction and statutes of the State of Texas, for any labor and/or materials supplied to the Project, as of the date stated above.

EXECUTED this 27 day of OCTOBER, 20 10

By: \_\_\_\_\_  
*[Signature]*

Title: PRESIDENT

SUBSCRIBED AND SWORN TO before me by the said [Signature] of \_\_\_\_\_  
this day of OCTOBER 27, 20 10, to certify which witness my hand and seal of office.



NOTARY PUBLIC in and for \_\_\_\_\_ County, The State of \_\_\_\_\_  
Oct 5, 2013 Hidalgo TEXAS  
My Commission Expires on: \_\_\_\_\_

**SUBCONTRACTOR'S  
AFFIDAVIT AND PARTIAL WAIVER OF LIEN # 4**

**THE STATE OF TEXAS      COUNTY OF Hidalgo**

BEFORE ME, the undersigned authority, on this day personally appeared, Martha S. Flores, who being duly sworn, upon his/her oath, declares and acknowledges as follows:

1. I am a duly authorized of Flores Professional Painting & Pressure Washing (the "Subcontractor/Materialmen")
2. Pursuant to an agreement between D. Wilson Construction Company and the Subcontractor/Materialmen, materials have been supplied and/or labor has been performed in connection the construction of the project upon certain real property owned by the Owner in Hidalgo County, Texas. Said project are more particularly described as **New Hidalgo County Pct. 2 Administration Offices, Pharr, Texas.**
3. In consideration of and conditioned upon receipt of payment through 10-20-10 from D. Wilson Construction Company, Subcontractor /Materialmen hereby waives and releases any and all liens, rights and interests under the construction and statutes of the State of Texas, for any labor and/or materials supplied to the Project, as of the date stated above.

EXECUTED this 20<sup>th</sup> day of August, 20 10

By: [Signature]

Title: owner

SUBSCRIBED AND SWORN TO before me by the said Martha S. Flores of Flores Professional Painting this day of 20<sup>th</sup> day of October 20 10 to certify which witness my hand and seal of office.

Seal: NOTARY PUBLIC in and for Hidalgo County, The State of Texas

Lillian A Flores

My Commission Expires on:  
July 15, 2012



**SUBCONTRACTOR'S  
AFFIDAVIT AND PARTIAL WAIVER OF LIEN # 3**

**THE STATE OF TEXAS                      COUNTY OF Hidalgo**

BEFORE ME, the undersigned authority, on this day personally appeared, Michael Schrouc, who being duly sworn, upon his/her oath, declares and acknowledges as follows:

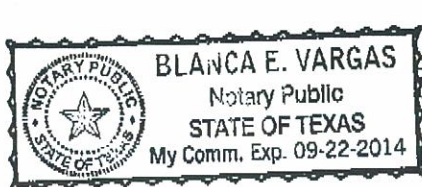
1. I am a duly authorized of Lifetime Industries, Inc.  
(the "Subcontractor/Materialmen")
2. Pursuant to an agreement between D. Wilson Construction Company and the Subcontractor/Materialmen, materials have been supplied and/or labor has been performed in connection the construction of the project upon certain real property owned by the Owner in Hidalgo County, Texas. Said project are more particularly described as **New Hidalgo County Pct. 2 Administration Offices, Pharr, Texas.**
3. In consideration of and conditioned upon receipt of payment through October 25, 2010 ~~Hidalgo County~~ from D. Wilson Construction Company, Subcontractor /Materialmen hereby waives and releases any and all liens, rights and interests under the construction and statutes of the State of Texas, for any labor and/or materials supplied to the Project, as of the date stated above.

EXECUTED this 25th day of October, 2010

By: [Signature]  
Title: Vice-President

SUBSCRIBED AND SWORN TO before me by the said Michael Schrouc of Lifetime Industries, Inc. this day of October 25th, 2010, to certify which witness my hand and seal of office.

Seal:                      NOTARY PUBLIC in and for Hidalgo County, The State of Texas



Blanca E. Vargas  
My Commission Expires on: 09-22-2014

**SUBCONTRACTOR'S  
AFFIDAVIT AND PARTIAL WAIVER OF LIEN # 3**

**THE STATE OF TEXAS      COUNTY OF Hidalgo**

BEFORE ME, the undersigned authority, on this day personally appeared, Israel Ortiz  
\_\_\_\_\_, who being duly sworn, upon his/her oath, declares and acknowledges as follows:

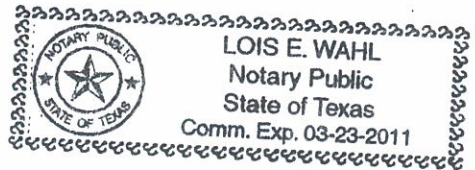
1. I am a duly authorized of Sol Technologies LLC  
(the "Subcontractor/Materialmen")
2. Pursuant to an agreement between D. Wilson Construction Company and the Subcontractor/Materialmen, materials have been supplied and/or labor has been performed in connection the construction of the project upon certain real property owned by the Owner in Hidalgo County, Texas. Said project are more particularly described as **New Hidalgo County Pct. 2 Administration Offices, Pharr, Texas.**
3. In consideration of and conditioned upon receipt of payment through 10-24-10 from D. Wilson Construction Company, Subcontractor /Materialmen hereby waives and releases any and all liens, rights and interests under the construction and statutes of the State of Texas, for any labor and/or materials supplied to the Project, as of the date stated above.

EXECUTED this 22 day of October, 20 10.

By: Israel Ortiz  
Title: Treasurer

SUBSCRIBED AND SWORN TO before me by the said Israel Ortiz of Sol Technologies, LLC this day of October, 2010, to certify which witness my hand and seal of office. 22nd

Seal: NOTARY PUBLIC in and for Hidalgo County, The State of Texas  
Lois E. Wahl  
My Commission Expires on: 03-23-2011



**SUBCONTRACTOR'S  
AFFIDAVIT AND PARTIAL WAIVER OF LIEN # 10**

**THE STATE OF TEXAS      COUNTY OF Hidalgo**

BEFORE ME, the undersigned authority, on this day personally appeared, Medardo Villarreal, who being duly sworn, upon his/her oath, declares and acknowledges as follows:

1. I am a duly authorized of S-Tex Industries, LLC (the "Subcontractor/Materialmen")
2. Pursuant to an agreement between D. Wilson Construction Company and the Subcontractor/Materialmen, materials have been supplied and/or labor has been performed in connection the construction of the project upon certain real property owned by the Owner in Hidalgo County, Texas. Said project are more particularly described as New Hidalgo County Pct. 2 Administration Offices, Pharr, Texas.
3. In consideration of and conditioned upon receipt of payment through 10/20/10 from D. Wilson Construction Company, Subcontractor /Materialmen hereby waives and releases any and all liens, rights and interests under the construction and statutes of the State of Texas, for any labor and/or materials supplied to the Project, as of the date stated above.

EXECUTED this 20<sup>th</sup> day of October, 2010.

By: [Signature]

Title: Vice President

SUBSCRIBED AND SWORN TO before me by the said Vice President of S-Tex Industries, LLC this day of October 20<sup>th</sup>, 2010, to certify which witness my hand and seal of office.

Seal:

NOTARY PUBLIC in and for Hidalgo County, The State of Texas  
Patricia Garcia  
My Commission Expires on: 10/1/2012



**SUBCONTRACTOR'S  
AFFIDAVIT AND PARTIAL WAIVER OF LIEN # 10**

**THE STATE OF TEXAS** COUNTY OF Hidalgo

BEFORE ME, the undersigned authority, on this day personally appeared, Juan Ortiz, who being duly sworn, upon his/her oath, declares and acknowledges as follows:

1. I am a duly authorized of Zitro Electric LLC (the "Subcontractor/Materialmen")
2. Pursuant to an agreement between D. Wilson Construction Company and the Subcontractor/Materialmen, materials have been supplied and/or labor has been performed in connection the construction of the project upon certain real property owned by the Owner in Hidalgo County, Texas. Said project are more particularly described as New Hidalgo County Pct. 2 Administration Offices, Pharr, Texas.
3. In consideration of and conditioned upon receipt of payment through October 25, 2010 from D. Wilson Construction Company, Subcontractor /Materialmen hereby waives and releases any and all liens, rights and interests under the construction and statutes of the State of Texas, for any labor and/or materials supplied to the Project, as of the date stated above.

EXECUTED this 25 day of October, 20 10.

By: [Signature]

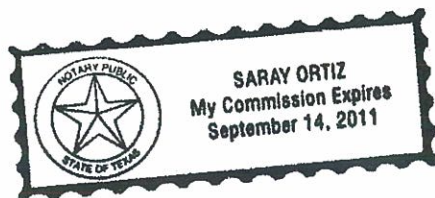
Title: President

SUBSCRIBED AND SWORN TO before me by the said Juan Ortiz of Zitro Electric LLC this day of 25 of October, 20 10, to certify which witness my hand and seal of office.

Seal:

NOTARY PUBLIC in and for Hidalgo County, The State of Texas

[Signature]  
My Commission Expires on:



# **PROJECT SCHEDULE**

# Hidalgo County Pct. 2

Activity ID	Description	Early Start	Early Finish	OD	%
<b>Sitework</b>					
CO02200S22	U/G Storm Drain	29JAN10 A	09FEB10 A	8d	100
CO02200S19	Underground Sanitary Sewer Lines	10FEB10 A	22FEB10 A	9d	100
CO02200S12	Elec. Primary U/G & XFMR Pad	02MAR10 A	28MAY10 A	7d	100
CO02200S20	Underground Waterlines	02MAR10 A	28JUN10 A	15d	100
CO02200S01	Sub Grade Drive & Parking Areas	07APR10 A	27AUG10 A	30d	100
CO02200S02	Pour Concrete Curb & Gutter	27AUG10 A	06SEP10 A	15d	100
CO02200S03	Compact Base for Asphalt & Concrete	01SEP10 A	07SEP10 A	20d	100
CO02200S06	Finish Grading Site	02SEP10 A	01NOV10	10d	90
CO02200S18	Asphalt Paving	27SEP10 A	02NOV10	5d	85
CO02200S08	Solar Parking Lot Lighting	01NOV10 A	05NOV10	20d	50
CO02200S17	Concrete Paving	01NOV10 A	19NOV10 A	15d	100
CO02200S32	Solar Panels	01NOV10 A	02NOV10	40d	80
CO02200S42	Wind Turbines	01NOV10 A	10NOV10	15d	50
CO02200S05	Stripe Parking Lot	01NOV10	03NOV10	2d	0
CO02200S16	Sidewalks	02NOV10 A	05NOV10	15d	75
CO02200S15	Erect Car Port Canopies	05NOV10 A	11NOV10	15d	75
CO02200S24	Irrigation	05NOV10	26NOV10	15d	0
CO02200S23	Landscaping	14JAN11	28JAN11	10d	0

## Buildings

Activity ID	Description	Early Start	Early Finish	OD	%
GC01000M01	Notice to Proceed for Construction	14DEC09 A		0	100
GC01000M11	Acquire Building Permit	14DEC09 A	28JAN10 A	32d	100
CO02200B31	Site Clearing & Bldg Pads - A & E	06JAN10 A	02FEB10 A	20d	100
CO03200B22	Site Clearing & Bldg Pads - B/C & D	01FEB10 A	22FEB10 A	23d	100
CO03200B02	Trench & Install Rebar - A	03FEB10 A	16FEB10 A	10d	100
CO15200B11	Plumbing UG Rough-In - A	08FEB10 A	16FEB10 A	7d	100
CO16000B01	Electrical UG Rough-In - A	10FEB10 A	16FEB10 A	5d	100
CO03300B11	Place Concrete - A	18FEB10 A	18FEB10 A	1d	100
CO05100B31	Trench & Install Rebar - E	18FEB10 A	27FEB10 A	10d	100
CO15200B53	Plumbing UG Rough-In - E	18FEB10 A	26FEB10 A	5d	100
CO16000B21	Electrical UG Rough-In - E	18FEB10 A	26FEB10 A	5d	100
CO05100B11	Trench & Install Rebar - D	22FEB10 A	18MAR10 A	15d	100
CO05100B21	Place Concrete - E	22FEB10 A	27FEB10 A	1d	100
CO15200B63	Plumbing UG Rough-In - D	22FEB10 A	26FEB10 A	10d	100

