

**APPLICATION FOR PAYMENT: RETAINAGE RELEASE**

To: **HIDALGO COUNTY PRECINCT NO. 2** (OWNER)  
 From: **LEAL CONSTRUCTION, INC.** (CONTRACTOR)  
 Contract: **C-10-178-06-22**  
 Project: **ALAMO ROAD CROSSING DRAINAGE IMPROVEMENT PROJECT**  
 Owner's Contract No. **C-10-178-06-22** Engineer's Project No. **2010-178-06-09-MSS**  
 For Work accomplished through the date of: **12/9/2010**

1. Original Contract Price:	\$ 154,917.41
2. Net change by Change Orders and Written Agreements(+or-):	\$ 23,570.13
3. Current Contract Price (1 plus 2):	\$ 178,487.54
4. Total completed and stored to date:	\$ 178,487.54
5. Retainage (per Agreement):	
<u>        </u> 10% of completed Work:	\$ 17,848.75
<u>        </u> of stored material	\$ -
Penalties for construction delays	\$ -
Total Retainage:	\$ -
6. Total completed and stored to date less retainage (4 minus 5)	\$ 160,638.79
7. Less previous Application for Payments:	\$ 160,638.79
8. TOTAL RETAINAGE DUE	\$ 17,848.75
9. LESS PENALTIES FOR CONSTRUCTION DELAYS	\$ -
10. AMOUNT DUE THIS APPLICATION (RETAINAGE DUE LESS CONSTRUCTION PENALITES)	\$ 17,848.75

**643847**

Accompanying Documentation:

**1-1342-431-00-122-039-1-733**  
**1-1342-431-00-122-039-1-841**  
**Req. #179735**

**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 through RELEASE 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.

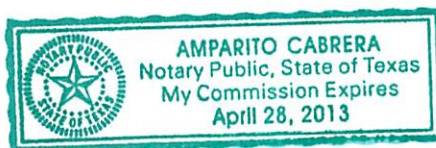
Date 4-15-11

LEAL Construction, Inc.  
 CONTRACTOR

State of Texas  
 County of Cameron  
 Subscribed and sworn to before me this 15th  
 day of April 2011

By: [Signature] 4-15-2011

[Signature]  
 Notary Public  
 My Commission expires: 4-28-13



Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date 04/26/11

Hidalgo County  
 ENGINEER  
 By: [Signature]

INVOICE RECEIVED BY:  
S. Morales ON 4/29/11

GOODS/SERVICES RECEIVED BY:  
Hector Calacros ON 4/29/11

CHANGE ORDER NUMBER TWO (2)

Project: Alamo Road Crossing Drainage Improvement Project

DATE OF ISSUANCE: 1/27/2011

EFFECTIVE DATE: 2/15/2011

OWNER: Hidalgo County Precinct No. 2  
 OWNER'S CONTRACT NO: C-10-178-06-22

CONTRACTOR: Leal Construction, Inc.  
 P.O. Box 157  
 Olmito, Texas 78575

ENGINEER: Raul E. Sesin, PE  
 Planning Administrator  
 Hidalgo County Planning Department  
 1304 South 25th Street  
 Edinburg, Texas 78539

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

- Description:
1. Temporary Asphalt Section for Traffic Control Plan
  2. 72" RCP-RJ CL III Storm Drain Pipe Material only
  3. 72" RCP-RJ CL III Storm Drain Pipe
  4. Gravel Bedding as per plan
  5. Concrete Rip Rap
  - 6.

- Reason for Change Order:
1. No Temporary Asphalt Section for Traffic Control Plan used.
  2. 24 LF of 72" RCP-RJ CL III Storm Drain Pipe (material only)
  3. 121 LF of 72" RCP-RJ CL III Storm Drain Pipe used instead of 145 LF
  4. 121 LF of Gravel Bedding used instead of 145 LF
  5. Additional 117 SY of Concrete Rip Rap used
  - 6.

Attachments:

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIME:	
Original Contract Price		Original Contract Time for	
\$ 154,917.41		Substantial Completion:	_____ calendar days or dates
Net Changes from previous Change Order		Net Change from previous Change Orders	0
\$ 27,430.57			_____ calendar days
Contract Price prior to this Change Order		Contract Time prior to this Change Order	
\$ 182,347.98		Substantial Completion:	_____ calendar days or dates
Net Increase(decrease) of this Change Order		Net Increase(decrease) of this Change Order	
\$ (3,860.44)			_____ calendar days
Contract Price with all approved Change Orders	Net % increase(decrease) from original contract price.	Contract Time with all approved Change Orders	
\$ 178,487.54	15.21%	Substantial Completion:	_____ calendar days or dates

RECOMMENDED:  
 By: [Signature]  
 Engineer (Authorized Signature)

APPROVED:  
 By: [Signature]  
 Owner (Authorized Signature)

ACCEPTED:  
 By: [Signature]  
 Contractor (Authorized Signature)

Date: 02/09/11

Date: 4/5/11

Date: 2-8-11

Exhibit E-B

APPROVED BY  
 COMMISSIONERS' COURT  
 ON: 4/5/11 [Signature]

**CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS**

PROJECT: *Alamo Road Crossing Drainage Improvements* PROJECT NO. *2010-173-*  
OWNER: *Hidalgo Precint # 2* *06-09 MSS*  
CONTRACTOR: *Leal Construction, Inc.*  
ENGINEER: *Raul Sassin P.E.*

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 *LISA ANN LEAL*   
Title *CONTRACT ADMINISTRATOR*

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public:

My Commission Expires:

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

PROJECT: Alamo Road Crossing Drainage Improvements PROJECT NO. 2010-178-  
OWNER: Hidalgo Precint # 2 06-09-MSS  
CONTRACTOR: LEAI Construction, Inc.  
ENGINEER: Raul Sessin P.E

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 Lisa Ann LEAI   
Title Contractor Administrator

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public:

My Commission Expires:

PARTIAL/FINAL WAIVER OF LIEN

THE STATE OF TEXAS

COUNTY OF Cameron

The undersigned contracted with Upper Valley materials  
to furnish Gravel  
in connection with certain improvements to real property located in Alamo, TX  
County, Texas, and owned by Hidalgo Precint No. 2  
Which improvements are described as follows:

Alamo Road Crossing Drainage Improvements

In consideration of Pay Estimate No 3 in the amount of 0  
DOLLAR(\$ ) 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.

*[Handwritten Signature]*

SUPPLIER

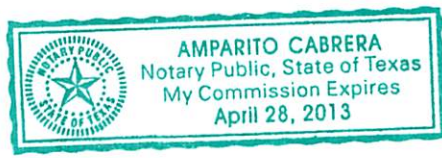
BY: Sales Manager  
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 2<sup>nd</sup> day of Feb, 2011 to  
certify which witness my hand and seal of office.

*[Handwritten Signature]*

NOTARY PUBLIC in and for the State of Texas

My Commission Expires: 4/29/13



PARTIAL/FINAL WAIVER OF LIEN

THE STATE OF TEXAS

COUNTY OF Cameron

The undersigned contracted with L+R to furnish Justice Box in connection with certain improvements to real property located in Alamo, TX County, Texas, and owned by Hidalgo County Precinct No 2 Which improvements are described as follows:

Alamo Road Drainage Improvements

In consideration of Pay Estimate No 3 in the amount of 10 DOLLAR(\$ ) 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.

*[Handwritten Signature]*

SUPPLIER

BY: Sales Manager  
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 2<sup>nd</sup> day of Feb, 20 11 to certify which witness my hand and seal of office.

*[Handwritten Signature]*

NOTARY PUBLIC in and for the State of Texas

My Commission Expires: 4/28/13

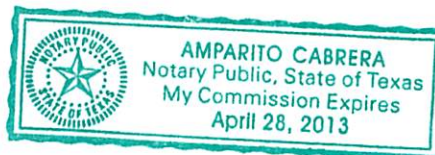


Exhibit E-1

PARTIAL/FINAL WAIVER OF LIEN

THE STATE OF TEXAS

COUNTY OF Cameras

The undersigned contracted with Rio Valley Pipe  
to furnish Gaskets, SR 2 Boxes, ETC.  
in connection with certain improvements to real property located in Alamo Tx  
County, Texas, and owned by Hidalgo Precinct No. 2  
Which improvements are described as follows:

Alamo Rd Crossing Drainage Improvements

In consideration of Pay Estimate No 3 in the amount of Ø  
DOLLAR(\$ ) 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]

SUPPLIER

BY: Sales Manager  
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 2<sup>nd</sup> day of Feb, 2011 to  
certify which witness my hand and seal of office.

[Signature]

NOTARY PUBLIC in and for the State of Texas

My Commission Expires: 4/28/13

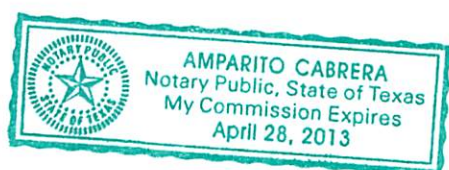


Exhibit E-I

PARTIAL/FINAL WAIVER OF LIEN

THE STATE OF TEXAS

COUNTY OF Cameron

The undersigned contracted with Magic Valley Concrete  
to furnish Concrete  
in connection with certain improvements to real property located in Alamo, TX  
County, Texas, and owned by Hidalgo Precinct No. 2  
Which improvements are described as follows:

Alamo Road Dr Crossing Drainage Improvements

In consideration of Pay Estimate No 3 in the amount of 0  
DOLLAR(\$ ) 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]

SUPPLIER

BY: Sales Manager  
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 2nd day of Feb, 20 11  
certify which witness my hand and seal of office.

[Signature]

NOTARY PUBLIC in and for the State of Texas

My Commission Expires: 4/28/13

