

APPLICATION FOR PAYMENT NO. 1

To: HIDALGO COUNTY (OWNER)
 From: O.G. CONSTRUCTION CO., LLC (CONTRACTOR)
 Contract: Hidalgo County Precinct No. 2 :LJ Lateral Drainage Improvements Phase II - Alamo Road Crossing
 Project: LJ LATERAL DRAINAGE IMPROVEMENTS PHASE II - ALAMO ROAD CROSSING
 Owner's Contract No.: C-10-360-12-13 Engineer's Project No.: 2010-360-11-24
 For Work accomplished through the date of: Wednesday, July 27, 2011

1. Original Contract Price:	<u>\$171,693.00</u>
2. Net change by Change Order and Written Agreements(+or-):	<u>\$0.00</u>
3. Current Contract Price (1 plus 2):	<u>\$171,693.00</u>
4. Total completed and stored to date:	<u>\$119,810.00</u>
5. Retainage (per Agreement):	
Penalties for construction delays	<u>\$0.00</u>
<u>10%</u> of completed Work:	<u>\$11,981.00</u>
<u>10%</u> of stored material	
Total Retainage:	<u>\$11,981.00</u>
6. Total completed and stored to date less retainage (4 minus 5)	<u>\$107,829.00</u>
7. Less previous Application for Payments:	<u>\$0.00</u>
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)	<u>\$107,829.00</u>

Accompanying Documentation:

PO # 654365
1-1342-431-00-122-038-0-733
 Req # 191098

CONTRACTOR'S Certification:

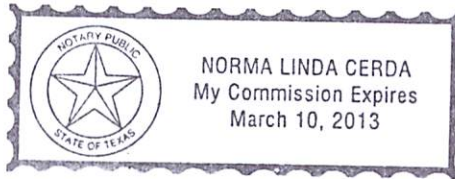
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 2 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: 8-4-11



 CONTRACTOR
 By: Omar F. Garcia

State of Texas
 County of Hidalgo 4th
 Subscribed and sworn to before me this 4th
 day of August 2011



[Signature]
 Notary Public
 My Commission expires: 3-10-2013

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date: 08/04/11

Hidalgo County Planning Dept.

 ENGINEER
 By: [Signature]
 Exhibit E-C

INVOICE RECEIVED BY: [Signature] ON 8/8/2011
 GOODS/SERVICES RECEIVED BY: [Signature] ON 7/31/2011

Estimate Quantity Update Worksheet

Date: 27-Jul-11

Colonia:
 Roadway: ALAMO ROAD
 Control:
 Project No: 2010-360-11-24-MSS
 County: HIDALGO
 Est. No: 1

Contractor: O.G. CONSTRUCTION CO., LLC
 Contract Price: \$171,693.00
 Work Done this Mo.: \$119,810.00
 % Complete: 69.78%

Date Began: 4/14/2011
 Contract Time: 120
 Time Charged: 103
 % Time Used: 85.83%

Work Type: DRAINAGE
 Limits:
 From: 1-Jun-11
 To: 27-Jul-11

Contractor Name:
 Starting Date:
 Project Ending Date:
 Retainage Percent:

CSJ#	PROJECT NAME
	LJ LATERAL

ITEM NO.	DESCRIPTION	UNIT	PROJECT QTY	Unit Price	Project Amount	FIRST MONTH			SECOND MONTH			THIRD MONTH		
						MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)
(901)ADMINISTRATIVE														
(902) PRELIMINARY ENGINEERING														
(903) CONSTRUCTION ENGINEERING														
(904) RIGHT-OF-WAY														
BASE BID														
1	5' X 4' REINFORCED CONCRETE BOX	LF	224.000	\$150.00	\$33,600.00	224.000	224.000	\$33,600.00		0	\$0.00		0	0.00
2	TYPE "C" INLET	EA	2.000	\$3,000.00	\$6,000.00	2.000	2.000	\$6,000.00		0	\$0.00		0	0.00
3	TRAFFIC CONTROL PLAN	LF	1.000	\$1,500.00	\$1,500.00	1.000	1.000	\$1,500.00		0	\$0.00		0	0.00
4	12" GRAVEL BEDDING FOR 5' X 4' RCB PER PLAN	LF	224.000	\$8.00	\$1,792.00	224.000	224.000	\$1,792.00		0	\$0.00		0	0.00
5	CEMENT STABILIZED BACKFILL AS PER PLAN	LF	224.000	\$25.00	\$5,600.00	224.000	224.000	\$5,600.00		0	\$0.00		0	0.00
6	TEMPORARY ASPHALT SECTION	LS	1.000	\$8,000.00	\$8,000.00	0.500	0.500	\$4,000.00		0	\$0.00		0	0.00
7	TRENCH PROTECTION	LF	224.000	\$10.00	\$2,240.00	224.000	224.000	\$2,240.00		0	\$0.00		0	0.00
8	3-1/2" HMAC TYPE "D" W/ PRIME COAT	SY	67.000	\$32.00	\$2,144.00	67.000	67.000	\$2,144.00		0	\$0.00		0	0.00
9	13" FLEXBASE	SY	67.000	\$22.00	\$1,474.00	67.000	67.000	\$1,474.00		0	\$0.00		0	0.00
10	4" YELLOW CENTER LINE, 4" WHITE EDGE LINE	LS	1.000	\$1,000.00	\$1,000.00	1.000	1.000	\$1,000.00		0	\$0.00		0	0.00
11	1-1/2" PLANING OF EXISTING ASPHALT SECTION	SY	156.000	\$7.50	\$1,170.00	156.000	156.000	\$1,170.00		0	\$0.00		0	0.00
ALTERNATE #1 BID														
1	48" RJ-RCP CL III	EA	88.000	\$110.00	\$9,680.00	80.000	80.000	\$8,800.00		0	\$0.00		0	0.00
2	GATE STRUCTURE AND APPUTANCES	EA	1.000	\$7,500.00	\$7,500.00	0.000	0	\$0.00		0	\$0.00		0	0.00
3	12" GRAVEL BEDDING FOR 48" RCP	EA	88.000	\$38.00	\$3,344.00	80.000	80.000	\$3,040.00		0	\$0.00		0	0.00
4	TRENCH PROTECTION	LF	88.000	\$10.00	\$880.00	80.000	80.000	\$800.00		0	\$0.00		0	0.00
5	REMOVE & REPLACE EXISTING IRRIGATION LINE	LF	40.000	\$95.00	\$3,800.00	40.000	40.000	\$3,800.00		0	\$0.00		0	0.00
ALTERNATE #2 BID														
1	48" RJ-RCP CL III	LF	513.000	\$70.00	\$35,910.00	176.000	176.000	\$12,320.00		0	\$0.00		0	0.00
2	30" RJ-RCP CL III	LF	30.000	\$40.00	\$1,200.00	30.000	30.000	\$1,200.00		0	\$0.00		0	0.00
3	5' X 2' REINFORCED CONCRETE BOX (14' - 16')	LF	30.000	\$200.00	\$6,000.00	30.000	30.000	\$6,000.00		0	\$0.00		0	0.00
4	JUNCTION BOX FOR 5' X 2' RCB	EA	2.000	\$6,000.00	\$12,000.00	2.000	2.000	\$12,000.00		0	\$0.00		0	0.00
5	12" GRAVEL BEDDING FOR 48" RCP & 5' X 2' BOX	LF	543.000	\$25.00	\$13,575.00	206.000	206.000	\$5,150.00		0	\$0.00		0	0.00
6	TRENCH PROTECTION	LF	543.000	\$30.00	\$16,290.00	206.000	206.000	\$6,180.00		0	\$0.00		0	0.00
						0.000	0	\$0.00		0	\$0.00		0	0.00
						0.000	0	\$0.00		0	\$0.00		0	0.00
						0.000	0	\$0.00		0	\$0.00		0	0.00

Monthly Totals:	\$119,810.00	\$0.00	0.00
ADMINISTRATIVE (901)			
PRELIMINARY ENGINEERING (902)			
CONSTRUCTION ENGINEERING (903)			
RIGHT-OF-WAY (904)			
DRAINAGE:	\$119,810.00	\$0.00	0.00
	\$0.00	\$0.00	0.00

Total to Date
 Drainage : \$119,810.00
 \$0.00
 Total \$119,810.00

Prepared and Checked By:

Signature:
 Printed Name:

[Handwritten Signature]

Date:

08/04/11



July 21, 2011

County of Hidalgo
Attn: Mr. Raul E. Sesein, P.E.
1304 S. 25th Street
Edinburg, TX 78539

Re: Hidalgo County Precinct No. 2
Alamo Road Crossing Drainage Improvement
Project Number: 2010-360-11-24-MSS
List of Suppliers

Mr. Sesein:

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

Rio Valley Pipe
7301 W. Expressway 83
Mission, Texas 78572
(956) 585-8675

Upper Valley Materials
7301 W. Expressway 83
Mission, Texas 78572
(956) 580-2502

Alamo Concrete Products
P.O. Box 531808
Harlingen, Texas 78553
(956) 423-6380

L&R Precast
3807 N. Bentsen Palm Dr.
Mission, Texas 78574
(956) 583-6293

Sincerely,

O.G. Construction Co., LLC



Omar F. Garcia
Managing Member

PARTIAL/FINAL WAIVER OF LEIN

THE STATE OF TEXAS

COUNTY OF Hidalgo

The undersigned contracted with O.G. CONSTRUCTION CO. LLC
to furnish CONCRETE READY-MIX
in connection with certain improvements to real property located in HIDALGO
County, Texas, and owned by HIDALGO COUNTY
Which improvements are described as follows:

LJC HC PCT #2

In consideration of Pay Estimate No. _____ in the amount of TWELVE THOUSAND FOUR-
HUNDRED SIXTY DOLLARS DOLLARS 12,460 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

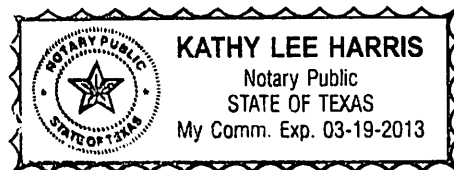
Al Longoria
ALAMO CONCRETE CONTRACTOR AL LONGORIA

BY CREDIT MANAGER
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 21st day of July, 2011 to
certify which witness my hand and seal of office.

Kathy Lee Harris
NOTARY PUBLIC in and for the State of Texas

My Commission Expires: 03-19-2013



copy

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THE STATE OF TEXAS

COUNTY OF Hidalgo

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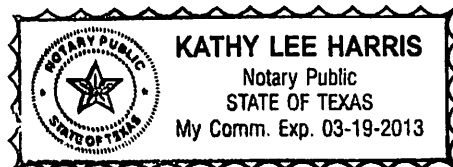
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Kathy Lee Harris
NOTARY PUBLIC in and for the State of Texas

My Commission Expires: 03-19-2013



PARTIAL/FINAL WAIVER OF LEIN

THE STATE OF TEXAS

COUNTY OF Hidalgo

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to furnish _____
in connection with certain improvements to real property located in Hidalgo
County, Texas, and owned by _____
Which improvements are described as follows:

L.J. LATERAL LEIN DRAINAGE IMPROVEMENTS PHASE 2

In consideration of Pay Estimate No _____ in the amount of Ten Thousand Eight
Hundred Sixty Nine Dollars DOLLAR(\$10,869.00) 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
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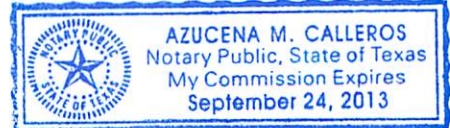
L & R PRECAST
CONTRACTOR

BY: [Signature]
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 21st day of July, 2011 to
certify which witness my hand and seal of office.

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

My Commission Expires: Sept 24, 2013



PARTIAL/FINAL WAIVER OF LEIN

THE STATE OF TEXAS

COUNTY OF Hidalgo

The undersigned contracted with D.G. CONSTRUCTION
to furnish FILL SAND
in connection with certain improvements to real property located in Hidalgo
County, Texas, and owned by _____
Which improvements are described as follows:

L.J. LATERAL LIEN DRAINAGE IMPROVEMENTS PHASE 2

In consideration of Pay Estimate No _____ in the amount of Four Hundred
Seventy Nine & 25/100 DOLLAR(S 479.25) 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
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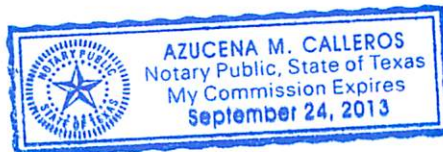
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construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and
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UPPER VALLEY MATERIALS
CONTRACTOR

BY: [Signature] Bus. MGR.
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 21ST day of July, 2011 to
certify which witness my hand and seal of office.

My Commission Expires: Sept 24, 2013
[Signature]
NOTARY PUBLIC in and for the State of Texas



PARTIAL/FINAL WAIVER OF LEIN

THE STATE OF TEXAS

COUNTY OF Hidalgo

The undersigned contracted with D. G. CONSTRUCTION
to furnish CONCRETE BOXES
in connection with certain improvements to real property located in HIDALGO
County, Texas, and owned by _____
Which improvements are described as follows:

L.J LATERAL LIEN DRAINAGE IMPROVEMENTS PHASE 2

In consideration of Pay Estimate No _____ in the amount of Thirty Thousand
Five Hundred Thirty Five DOLLARS 30,535 and other good and
valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the
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a proper release thereof shall be obtained.

Rio Valley Pipe
CONTRACTOR

BY: [Signature] Bus. mgr.
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 21ST day of July, 2011 to
certify which witness my hand and seal of office.

My Commission Expires: Sept. 24, 2013
[Signature]
NOTARY PUBLIC in and for the State of Texas

