

**APPLICATION FOR PAYMENT NO. THREE (3) RELEASE OF RETAINAGE**

To: HIDALGO COUNTY (OWNER)  
 From: 2GS, LLC, dba Earthworks Enterprise (CONTRACTOR)  
 Contract: Hidalgo County  
 Project: FEMA Road Improvements - Site #1 Mile 1 1/2 West  
 Owner's Contract No. C-16-400-03-07 Engineer's Project No. \_\_\_\_\_ PURCHASE ORDER # \_\_\_\_\_  
 For Work accomplished through the date of: July 2, 2017 761299

1. Original Contract Price:	\$ <del>4</del> 350,867.20
2. Net change by Change Order and Written Agreements(-):	\$ <del>4</del> (331.92)
3. Current Contract Price (1 plus 2):	\$ 350,535.28
4. Total completed and stored to date:	\$ <del>6</del> 350,535.28
5. Retainage (per Agreement):	
<u>10%</u> of completed Work: _____	\$0.00
_____ of stored material _____	
Total Retainage:	\$ -
6. Total completed and stored to date less retainage (4 minus 5)	\$ <del>6</del> 350,535.28
7. Less previous Application for Payments:	\$ <del>6</del> 315,481.75
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)	\$ <del>6</del> 35,053.53

Accompanying Documentation:

Pct. 1  
 FEMA  
7-12-80-431-00-121-800-5721  
 PD# 761299

**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 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.

INVOICE RECEIVED BY  
Mimi EID on 7/6/17  
 GOODS/SERVICES RECEIVED BY:  
Oscar Gonzalez on 7/2/17

Date July 6, 2017  
 State of TEXAS  
 County of HIDALGO  
 Subscribed and sworn to before me this 05  
 day of July 2017

**2GS, LLC, dba Earthworks Enterprise**  
 (CONTRACTOR)  
 By: [Signature]  
 Humberto Garcia, Jr.  
 Member  
 P.O. Box 595  
 Peñitas, Texas 78576-0595

Notary Public:  
Marla De La Rosa  
 My Commission expires:  
6/21/21



Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date 7-6-17

**International Consulting Engineers (I.C.E.)**  
 (ENGINEER)  
 By: [Signature] P.E.  
 Exhibit E-C

# Estimate Quantity Update Worksheet

Colonia: **Site 1 Mile 1 1/2 West Road**  
 Roadway: **FEMA - Site #1 Mile 1 1/2 West Road**  
 Control:  
 Project No.: **C-16-400-03-07**  
 County: **Hidalgo County**  
 Estimate: **3 Release of Retainage**

Contractor: **2GS, LLC**  
 Contract Price: **\$350,535.28**  
 Work Done this Mo.: **\$350,535.28**  
 % Complete: **100.00%**

Date Contract Began: **May 12, 2017**  
 Contract Time: **120**  
 Time Charged: **68**  
 % Time Used: **56.67%**

Work Type: **Road Improvements**  
 Limits:  
 From: **Mile 11 North**  
 To: **Mile 12 North**

Item No.	DESCRIPTION	Unit	Project Quantity	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)
<b>BASE BID</b>														
1	Preparing ROW	STA	52.00	\$ 500.00	\$ 26,000.00	52.00	52.00	\$ 26,000.00	52.00	\$ -				\$ -
2	Traffic Control	LS	1.00	1,800.00	1,800.00	1.00	1.00	1,800.00	1.00	-				-
3	Street Excavation (9 1/2" Pavement and Caliche)	CY	3,952.00	8.60	33,987.20	3,952.00	3,952.00	33,987.20	3,952.00	-				-
4	Lime Type A Slurry	Tons	379.00	180.00	68,220.00	377.156	377.16	67,888.08	1.844	379.00	331.92			-
5	8" Subbase with 6% Lime (Compacted in place)	SY	14,820.00	1.25	18,525.00	14,820.00	14,820.00	18,525.00	14,820.00	-				-
6	6" New Caliche Flexible Base with 1.5% Lime (Compacted in place)	SY	14,820.00	5.25	77,805.00	11,115.00	11,115.00	58,353.75	3,705.00	14,820.00	19,451.25			-
7	Prime Coat (MC-30)	GAL	2,964.00	5.00	14,820.00			-	2,964.00	2,964.00	14,820.00			-
8	1 1/2" Asphalt Type "D"	Tons	1,170.00	85.00	99,450.00			-	1,170.00	1,170.00	99,450.00			-
9	Regrade Roadside Ditch	LF	10,260.00	1.00	10,260.00	10,260.00	10,260.00	10,260.00	10,260.00	-				-
<b>Total Base Bid</b>					<b>\$ 350,867.20</b>			<b>\$216,814.03</b>		<b>\$134,053.17</b>				<b>\$ -</b>
<b>CHANGE ORDER#1</b>														
4	Lime Type A Slurry	Tons	1.844	180.00	(331.92)				1.844	1.844	(331.92)			
<b>TOTAL</b>					<b>\$ 350,535.28</b>			<b>\$216,814.03</b>		<b>\$133,721.25</b>				<b>\$ -</b>

Monthly Totals:	\$ 216,814.03	\$ 133,721.25	\$ -
ADMINISTRATIVE (901)			
PRELIMINARY ENGINEERING (902)			
CONSTRUCTION ENGINEERING (903)			
RIGHT-OF-WAY (904)			
Roadway (905)	\$ 216,814.03	\$ 134,053.17	\$ -
Drainage (906)			
CHANGE ORDER	\$ -	\$ (331.92)	

**Total to Date:**  
 Base Bid \$ 350,867.20  
 \$ -  
 \$ (331.92)

*Martha Diaz*

Total \$ 350,535.28

Prepared and Checked By:

Signature:   
 Printed Name: Humberto Garcia Jr.

Date: July 6, 2017

2GS, LLC, dba Earthworks Enterprise

Contractor Name

Application No.:

3 Release of Retainage

May 12, 2017

Starting Date

Application Date:

July 6, 2017

September 9, 2017

Project Ending Date

Period To:

July 2, 2017

10%

Retainage Percent

Engineer Firm:

International Consulting Engineers (I.C.E)

Summary

CSJ #	Project Name	Original Schedule	Revised Schedule Value	Payment Application #1	Payment Application #2	Payment Application #3	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
C-16-400-03-07	Site 1 Mile 1 1/2 West Road	\$ 350,867.20	-\$ 331.92	\$ 216,814.03	\$ 133,721.25	\$ -	\$ 350,535.28	\$ 0.00	\$ -	\$ 350,535.28	\$ 315,481.75	\$ 35,053.53
				-	-	-	-	-	-	-	-	-
				-	-	-	-	-	-	-	-	-
				-	-	-	-	-	-	-	-	-
				-	-	-	-	-	-	-	-	-
				-	-	-	-	-	-	-	-	-
Totals			\$ 350,535.28	\$ 216,814.03	\$ 133,721.25	\$ -	\$ 350,535.28	\$ 0.00	\$ -	\$ 350,535.28	\$ 315,481.75	\$ 35,053.53

2GS, LLC, dba Earthworks Enterprise Contractor Name  
 5/12/17 Starting Date  
 9/9/17 Project Ending Date  
 FEMA Road Improvements - Site #1 Mile 1 1/2 West Engineer's/County Project Description

Application No.: 3 Release of Retainage  
 Application Date: July 6, 2017  
 Period To: 7/2/17  
 Engineer's/County Project No.: C-16-400-03-07

No.	Item Code	Description	Unit	Original Rates	Original Schedule Value		Revised Rates	Value		First Month			Second Month			Third Month			Total to Date	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)		Quan	Dollars	
<b>BASE BID</b>																						
1		Preparing ROW	STA	\$ 500.00	52.00	\$ 26,000.00				52.00	52.00	\$ 26,000.00							\$ -	\$ 26,000.00	-	\$ -
2		Traffic Control	LS	1,800.00	1.00	1,800.00				1.00	1.00	1,800.00							\$ -	1,800.00	-	\$ -
3		Street Excavation (9 1/2" Pavement and Caliche)	CY	8.60	3,952.00	33,987.20				3,952.00	3,952.00	33,987.20							\$ -	33,987.20	-	\$ -
4		Lime Type A Slurry	Tons	180.00	379.00	68,220.00				377.16	377.16	67,888.08	1.84		331.92				\$ -	68,220.00	-	\$ -
5		8" Subbase with 6% Lime (Compacted in place)	SY	1.25	14,820.00	18,525.00				14,820.00	14,820.00	18,525.00							\$ -	18,525.00	-	\$ -
6		6" New Caliche Flexible Base with 1.5% Lime (Compacted in place)	SY	5.25	14,820.00	77,805.00				11,115.00	11,115.00	58,353.75	3,705.00		19,451.25				\$ -	77,805.00	-	\$ -
7		Prime Coat (MC-30)	GAL	5.00	2,964.00	14,820.00				-	-	-	2,964.00		14,820.00				\$ -	14,820.00	-	\$ -
8		1 1/2" Asphalt Type "D"	Tons	85.00	1,170.00	99,450.00				-	-	-	1,170.00		99,450.00				\$ -	99,450.00	-	\$ -
9		Regrade Roadside Ditch	LF	1.00	10,260.00	10,260.00				10,260.00	10,260.00	10,260.00							\$ -	10,260.00	-	\$ -
<b>Total Base Bid</b>												\$ 216,814.03			\$ 134,053.17				\$ -	350,867.20		\$ -
<b>CHANGE ORDER#1</b>																						
4		Lime Type A Slurry	Tons	1.84	180.00	\$ (331.92)				-			1.84		(331.92)					(331.92)		
<b>TOTAL</b>												\$ 216,814.03			\$ 133,721.25					\$ 350,535.28		

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

PROJECT: FEMA Road Improvements - Site #1 Mile 1 1/2 West PROJECT NO.  
OWNER: Hidalgo County C-16-400-03-07  
CONTRACTOR: 2GS, LLC, dba Earthworks Enterprise  
ENGINEER: International Consulting Engineers

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 Humberto Garcia, Jr.



Title Member

Subscribed and sworn to before me this 6th day of July

Notary Public: Karla De La Rosa

My Commission Expires: 06/21/2017



Form L

Exhibit E-J

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

**PROJECT:** Hidalgo County Pct #1 FEMA Road Imp. Site <Mile 1 1/2 West  
**OWNER:** Hidalgo County  
**CONTRACTOR:** 2GS, LLC, Dba Earthworks Enterprise  
**ENGINEER:** International Consulting Engineers

**PROJECT NO.**  
C-16-400-03-07

The Contractor 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 Humberto García, Jr.

Title Member

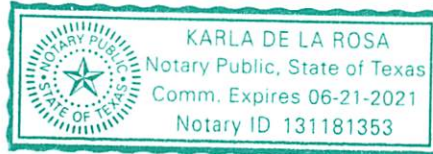
Subscribed and sworn to before me this 6th

day of July 2017

Notary Public: Karla De La Rosa

My Commission Expires: June 21, 2021.

*Karla De La Rosa*



## CONTRACTOR'S GUARANTEE

I, Humberto Garcia Jr., being Member of 2GS, LLC, Dba Earthworks Enterprise (hereinafter called "CONTRACTOR"), do hereby make the following statements to Hidalgo County (hereinafter called "OWNER") in relation to the completed project known as the Hidalgo County Precinct No.1- FEMA Road Improvements-Site 1:Mile 1 1/2 West (Between Mile 11 North Road and Mile 12 North Road)

I guarantee...

That all of the completed Work is free from faulty materials in every particular,

That all of the completed Work is free from improper workmanship, and

That no injury will occur from proper and usual wear,

That OWNER has been assigned all guarantees and/or warranties originally made to CONTRACTOR by suppliers and subcontractors, if any. (Such assignment does not relieve CONTRACTOR of the responsibility stated in each guarantee and/or warranty in case of failure of suppliers or subcontractors to fulfill the provisions of such guarantees and/or warranties.)

I agree...

That the execution of the final certificate or the receipt of the final payment does not relieve CONTRACTOR of the responsibility for neglect of faulty materials or workmanship during the period covered by this Guarantee,

To replace or to re-execute without cost to OWNER such Work as may be found to be improper or imperfect, and

To make good all damage caused to other Work or materials, due to such required replacement or re-execution.

This Guarantee is in effect as of the 6 day of July, 2017, and shall cover a period of **ONE (1) FULL YEAR** from said effective date.

CONTRACTOR

Signed: 

Name & Title: Humberto Garcia, Jr., Member

Date: July 6, 2017