

Application and Certificate for Payment

RECEIVED
MAR 3 0 2009
 Bailey Architects

TO OWNER: Facilities & Planning Dept.
 1402 Band Rd., Suite 100
 Rosenberg, TX 77471

PROJECT: FBC Needville Service Center
 3743 School St
 Needville, Texas

APPR 0 8 2009
APR 0 8 2009
10727

FROM CONTRACTOR: Bass Construction Co., Inc/VIA ARCHITECT:
 1124 Dannon St.
 Rosenberg, TX 77471

ARCHITECT: Bailey Architects
 4100 S. Shepherd
 Houston, TX 77098-5399

CONTRACT FOR: CONTRACT DATE: 4/29/2008
 PROJECT NOS: 08-003 /
 OTHER X

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** \$ 3,319,192.00
 - 2. Net change by Change Orders** \$ 0.00
 - 3. CONTRACT SUM TO DATE (Line 1 ± 2)** \$ 3,319,192.00
 - 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)** \$ 3,319,192.00
 - 5. RETAINAGE:**
 - a. $\frac{3}{100}$ of Completed Work**
 (Column D + E on G703) \$ 165,959.62
 - b. % of Stored Material**
 (Column F on G703) \$
- Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 165,959.62

6. TOTAL EARNED LESS RETAINAGE \$ 3,153,232.38

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 3,097,572.83

8. CURRENT PAYMENT DUE \$ 55,659.55

9. BALANCE TO FINISH, INCLUDING RETAINAGE
 (Line 3 less Line 6) \$ 165,959.62

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

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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 \$ 55,659.55

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: Bailey Architects
 By: *[Signature]* Date: 4-4-09



AIA Document G703™ - 1992

Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT,

containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 08-00300011
 APPLICATION DATE: 3/30/2009
 PERIOD TO: 3/31/2009
 ARCHITECT'S PROJECT NO: 08-003

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
01-000	GENERAL CONDITIONS							
01-050	Bond & Insurance	89,794.00	89,794.00	-		89,794.00	100.00	4,489.70
01-100	Permit & Fees	8,270.00	8,270.00	-		8,270.00	100.00	413.50
01-200	Rentals & Temporaries	24,400.00	24,400.00	-		24,400.00	100.00	1,220.00
01-250	Housekeeping	24,900.00	22,410.00	-		24,900.00	100.00	1,245.00
01-300	Supervision/Travel/Project Mgr	119,924.00	113,924.00	-		119,924.00	100.00	5,996.20
01-350	Project Closeout	4,500.00	4,500.00	-		4,500.00	100.00	225.00
01-400	Layout/Misc. Expenses	10,850.00	10,850.00	-		10,850.00	100.00	542.50
01-500	Overhead & Profit	225,023.00	205,691.00	-		225,023.00	100.00	11,251.15
02-000	SITE WORK							
02-100	Fencing - L	15,675.00	14,107.00	-		15,675.00	100.00	783.75
02-101	Fencing - M	23,511.00	21,159.00	-		23,511.00	100.00	1,175.55
02-150	Earthwork - L	44,108.00	44,108.00	-		44,108.00	100.00	2,205.40
02-151	Earthwork - M	53,910.00	53,910.00	-		53,910.00	100.00	2,695.50
02-200	Termite Control - L	1,354.00	1,354.00	-		1,354.00	100.00	67.70
02-201	Termite Control - M	3,159.00	3,159.00	-		3,159.00	100.00	157.95
02-300	Erosion Control - L	1,950.00	1,950.00	-		1,950.00	100.00	97.51
02-301	Erosion Control - M	4,550.00	4,550.00	-		4,550.00	100.00	227.51
02-400	Sidewalks/Ramps/Bollards - L	4,502.00	4,502.00	-		4,502.00	100.00	225.10
02-401	Sidewalks/Ramps/Bollards - M	6,753.00	6,753.00	-		6,753.00	100.00	337.65
02-450	Concrete Paving - L	23,682.00	23,682.00	-		23,682.00	100.00	1,184.10
02-451	Concrete Paving - M	35,523.00	35,523.00	-		35,523.00	100.00	1,776.15
02-600	Landscaping - L	1,051.00	1,051.00	-		1,051.00	100.00	52.55
02-601	Landscaping - M	3,150.00	3,150.00	-		3,150.00	100.00	157.50
03-000	CONCRETE							

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Continuation Sheet

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containing Contractor's signed certification is attached.

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			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
03-200	Foundation - L	131,408.00	131,408.00	-		131,408.00	100.00	6,570.40
03-201	Foundation - M	197,112.00	197,112.00	-		197,112.00	100.00	9,855.60
04-000	MASONRY							
04-050	Masonry - L	6,750.00	6,750.00	-		6,750.00	100.00	337.50
04-051	Masonry - M	8,250.00	8,250.00	-		8,250.00	100.00	412.50
05-000	METALS							
05-050	Structural Steel - L	3,676.00	3,676.00	-		3,676.00	100.00	183.80
05-051	Structural Steel - M	6,825.00	6,825.00	-		6,825.00	100.00	341.25
06-000	WOODS & PLASTICS							
06-050	Rough Carpentry - L	2,600.00	2,600.00	-		2,600.00	100.00	130.00
06-051	Rough Carpentry - M	3,900.00	3,900.00	-		3,900.00	100.00	195.00
06-150	Casework - L	7,348.00	7,348.00	-		7,348.00	100.00	367.40
06-151	Casework - M	11,022.00	11,022.00	-		11,022.00	100.00	551.10
07-000	WATERPROOFING							
07-050	Insulation - M	17,070.00	17,070.00	-		17,070.00	100.00	853.50
07-075	Moisture Proofing - L	2,180.00	2,180.00	-		2,180.00	100.00	109.00
07-076	Moisture Proofing - M	3,270.00	3,270.00	-		3,270.00	100.00	163.50
07-100	Caulk & Seal - L	1,290.00	1,225.00	-	65.00	1,290.00	100.00	64.50
07-101	Caulk & Seal - M	860.00	860.00	-		860.00	100.00	43.00
08-000	DOORS & WINDOWS							
08-050	HM Doors & Frames - M	21,016.00	21,016.00	-		21,016.00	100.00	1,050.80
08-125	Hardware Material	20,854.00	20,854.00	-		20,854.00	100.00	1,042.70
08-200	Glass & Glazing - L	4,000.00	4,000.00	-		4,000.00	100.00	200.00
08-201	Glass & Glazing - M	1,900.00	1,900.00	-		1,900.00	100.00	95.00
08-250	Door & Hardware Labor	4,000.00	4,000.00	-		4,000.00	100.00	200.00

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			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
08-275	Overhead Doors- L	21,919.00	21,919.00			21,919.00	100.00	1,095.95	
08-276	Overhead Doors- M	26,791.00	26,791.00			26,791.00	100.00	1,339.55	
09-000	FINISHES								
09-010	Sealed Concrete Floors-L	1,709.00		1,709.00		1,709.00	100.00	85.45	
09-011	Sealed Concrete Floors-M	2,565.00		2,565.00		2,565.00	100.00	128.25	
09-050	Sheetrock & Insulation - L	31,102.00	31,102.00			31,102.00	100.00	1,555.10	
09-051	Sheetrock & Insulation - M	46,654.00	46,654.00			46,654.00	100.00	2,332.70	
09-100	Acoustical Ceilings - L	4,608.00	4,147.00	461.00		4,608.00	100.00	230.40	
09-101	Acoustical Ceilings - M	6,912.00	6,912.00			6,912.00	100.00	345.60	
09-200	Flooring - L	6,321.00	3,160.00	3,161.00		6,321.00	100.00	316.05	
09-201	Flooring - M	7,726.00	7,726.00			7,726.00	100.00	386.30	
09-250	Painting - L	8,196.00	7,376.00	820.00		8,196.00	100.00	409.80	
09-251	Painting - M	10,019.00	9,518.00	501.00		10,019.00	100.00	500.95	
09-300	Ceramic Tile - L	8,880.00	8,880.00			8,880.00	100.00	444.00	
09-301	Ceramic Tile - M	13,320.00	13,320.00			13,320.00	100.00	666.00	
10-000	SPECIALTIES								
10-050	Louvers & Vents	4,000.00	4,000.00			4,000.00	100.00	200.00	
10-100	Interior Signage - L	100.00		100.00		100.00	100.00	5.00	
10-101	Interior Signage - M	350.00		350.00		350.00	100.00	17.50	
10-150	Fire Extinguishers - L	250.00	250.00			250.00	100.00	12.50	
10-151	Fire Extinguishers - M	1,000.00	1,000.00			1,000.00	100.00	50.00	
10-200	Toilet Partitns & Access- L	2,769.00	2,769.00			2,769.00	100.00	138.45	
10-201	Toilet Partitns & Access- M	6,461.00	6,461.00			6,461.00	100.00	323.05	
10-250	Lockers - L	1,380.00	1,380.00			1,380.00	100.00	69.00	
10-251	Lockers - M	3,220.00	3,220.00			3,220.00	100.00	161.00	

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 PERIOD TO: 3/31/2009
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A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
11-000	EQUIPMENT							
11-050	Vehicle Service Equipment - L	155,750.00	155,750.00	-		155,750.00	100.00	7,787.50
11-051	Vehicle Service Equipment - M	363,417.00	363,417.00	-		363,417.00	100.00	18,170.85
13-000	SPECIAL CONSTRUCTION							
13-050	Pre-Engineered Bldg. Materials	498,431.00	498,431.00	-		498,431.00	100.00	24,921.55
13-100	Building Erection	85,250.00	85,250.00	-		85,250.00	100.00	4,262.50
13-150	Canopies - L	4,800.00	4,800.00	-		4,800.00	100.00	240.00
13-151	Canopies - M	11,200.00	11,200.00	-		11,200.00	100.00	560.00
14-000	CONVEYING SYSTEMS							
14-050	OH Bridge Crane/Hoist - L	7,875.00	7,875.00	-		7,875.00	100.00	393.75
14-051	OH Bridge Crane/Hoist - M	23,625.00	23,625.00	-		23,625.00	100.00	1,181.25
15-000	MECHANICAL							
15-050	PLUMBING							
15-051	Site San. Sewer - L	21,422.00	21,422.00	-		21,422.00	100.00	1,071.10
15-052	Site San. Sewer - M	24,100.00	24,100.00	-		24,100.00	100.00	1,205.00
15-053	Water/Site - L	13,389.00	13,389.00	-		13,389.00	100.00	669.45
15-054	Water/Site - M	45,522.00	45,522.00	-		45,522.00	100.00	2,276.10
15-055	U.G. Storm/Site - L	10,711.00	10,711.00	-		10,711.00	100.00	535.55
15-056	U.G. Storm/Site - M	16,066.00	16,066.00	-		16,066.00	100.00	803.30
15-057	San. Sewer/Bldg. - L	16,066.00	16,066.00	-		16,066.00	100.00	803.30
15-058	San. Sewer/Bldg. - M	10,711.00	10,711.00	-		10,711.00	100.00	535.55
15-059	Air Piping - L	2,442.00	2,442.00	-		2,442.00	100.00	122.10
15-060	Air Piping - M	3,663.00	3,663.00	-		3,663.00	100.00	183.15
15-061	Water/Bldg. - L	14,100.00	14,100.00	-		14,100.00	100.00	705.00
15-062	Water/Bldg. - M	28,000.00	28,000.00	-		28,000.00	100.00	1,400.00

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			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
15-063	Fixtures/Equip. - L	10,711.00	10,711.00	-		10,711.00	100.00	535.55
15-064	Fixtures/Equip. - M	32,133.00	32,133.00	-		32,133.00	100.00	1,606.65
15-065	Insulation - L	8,033.00	8,033.00	-		8,033.00	100.00	401.65
15-066	Insulation - M	10,712.00	10,712.00	-		10,712.00	100.00	535.60
15-100	HVAC							
15-101	Equipment - L	13,201.00	13,201.00	-		13,201.00	100.00	660.05
15-102	Equipment - M	40,923.00	40,923.00	-		40,923.00	100.00	2,046.15
15-103	Grilles/Louvers - L	2,640.00	2,640.00	-		2,640.00	100.00	132.00
15-104	Grilles/Louvers - M	5,280.00	5,280.00	-		5,280.00	100.00	264.00
15-105	Fans - L	3,965.00	3,965.00	-		3,965.00	100.00	198.25
15-106	Fans - M	6,600.00	6,600.00	-		6,600.00	100.00	330.00
15-107	Ductwork - L	12,521.00	12,521.00	-		12,521.00	100.00	626.05
15-108	Ductwork - M	11,880.00	11,880.00	-		11,880.00	100.00	594.00
15-109	Piping - L	9,880.00	9,880.00	-		9,880.00	100.00	494.00
15-110	Piping - M	11,880.00	11,880.00	-		11,880.00	100.00	594.00
15-111	Insulation - L	3,966.00	3,966.00	-		3,966.00	100.00	198.30
15-112	Insulation - M	5,280.00	5,280.00	-		5,280.00	100.00	264.00
15-113	Testing & Balancing	4,000.00	4,000.00	4,000.00		4,000.00	100.00	200.00
16-000	ELECTRICAL							
16-050	Start-Up/Mobilization/Permit	6,000.00	6,000.00	-		6,000.00	100.00	300.00
16-051	Temporary Power & Lights	3,000.00	3,000.00	-		3,000.00	100.00	150.00
16-052	Underground/Trenching - E	5,000.00	5,000.00	-		5,000.00	100.00	250.00
16-053	Underground/Trenching - L	3,000.00	3,000.00	-		3,000.00	100.00	150.00
16-054	Rough-in Conduit - L	23,000.00	23,000.00	-		23,000.00	100.00	1,150.00
16-055	Rough-in Conduit - M	25,000.00	25,000.00	-		25,000.00	100.00	1,250.00

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			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
16-056	Wire - L	24,000.00	24,000.00	-		24,000.00	100.00	1,200.00
16-057	Wire - M	70,500.00	70,500.00	-		70,500.00	100.00	3,525.00
16-058	Rough-in Sw/Plugs - L	20,000.00	20,000.00	-		20,000.00	100.00	1,000.00
16-059	Rough-in Sw/Plugs - M	12,000.00	12,000.00	-		12,000.00	100.00	600.00
16-060	Fire Alarm Rough-in - L	1,500.00	1,500.00	-		1,500.00	100.00	75.00
16-061	Fire Alarm Rough-in - M	500.00	500.00	-		500.00	100.00	25.00
16-062	Fixtures Rough-in - L	22,000.00	22,000.00	-		22,000.00	100.00	1,100.00
16-063	Fixtures Rough-in - M	30,000.00	30,000.00	-		30,000.00	100.00	1,500.00
16-064	Trim out - L	7,000.00	6,300.00	700.00		7,000.00	100.00	350.00
16-065	Trim out - M	3,000.00	2,700.00	300.00		3,000.00	100.00	150.00
16-066	Generator - L	3,000.00	1,500.00	1,500.00		3,000.00	100.00	150.00
16-067	Generator - M	40,000.00	40,000.00	-		40,000.00	100.00	2,000.00
16-068	Equip. panels/disconnects - L	21,000.00	21,000.00	-		21,000.00	100.00	1,050.00
16-069	Equip. panels/disconnects - M	35,000.00	35,000.00	-		35,000.00	100.00	1,750.00
16-070	Check list, completion manuals	1,000.00	1,000.00	-	1,000.00	1,000.00	100.00	50.00
16-100	FIRE ALARM							
16-101	Fire Alarm - L	4,570.00	3,656.00	914.00		4,570.00	100.00	228.50
16-102	Fire Alarm - M	6,855.00	6,855.00	-		6,855.00	100.00	342.75
	Totals	3,319,192.00	3,260,603.00	58,589.00		3,319,192.00	100.00	165,959.62

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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FM90284

PARTIAL RELEASE OF LIEN

TO WHOM IT MAY CONCERN:

Name: **Bass Construction Co., Inc.**
Address: **1124 Damon St.**
Rosenberg, TX 77471



FOR AN IN CONSIDERATION OF:

\$55,659.55

(Amount of request)

does hereby waive and relinquish any and all claims and rights of lien for the work, labor, materials, machinery, state/local taxes, or other goods, equipment or services performed or furnished.

As per invoice number: 08-003000011

billed to **Fort Bend County Facilities & Planning Dept.** and located at the site hereinafter described to wit:

FBC Needville Service Center
3743 School St.
Needville, Texas

PROVIDE FURTHER, this release shall not become effective until all checks given as part of the consideration hereof, shall have been honored and paid in full.

IN WITNESS WHEREFORE, the undersigned has caused these present to be duly executed this

30th day of **March, 2009**

BY:

Russell McCowen

TITLE:

Project Manager

STATE OF: Texas

COUNTY OF: Fort Bend

This **30th** day of **March, 2009** Russell McCowen being personally known to me appeared before me and executed the foregoing Waiver of Lien acknowledged such execution to be his/her free act and deed.

Margie Barker
Notary Public

My Commission Expires: 6/17/2012



FM 90284

PARTIAL RELEASE OF LIEN

TO WHOM IT MAY CONCERN:

Name: **Prihoda Acoustical**
Address: **14929 B. J. Dusek Rd.**
Wallis, TX 77485



FOR AN IN CONSIDERATION OF:

\$5,586.00

(Amount of request)

does hereby waive and relinquish any and all claims and rights of lien for the work, labor, materials, machinery, state/local taxes, or other goods, equipment or services performed or furnished.

As per invoice number (s): **2668**

billed to **Bass Construction Co., Inc.** and located at the site hereinafter described to wit:

FBC Needville Service Center
3743 School St.
Needville, Texas

PROVIDE FURTHER, this release shall not become effective until all checks given as part of the consideration hereof, shall have been honored and paid in full.

IN WITNESS WHEREFORE, the undersigned has caused these present to be duly executed this

11th day of MARCH, 2009

BY:

Alan J. Prihoda

TITLE:

owner

STATE OF: Texas

COUNTY OF: Austine

This 11 day of March, 2009 Alan J. Prihoda

being personally known to me appeared before me and executed the foregoing Waiver of Lien acknowledged such execution to be his/her free act and deed.

[Signature]
Notary Public

My Commission Expires: 9/3/10



PM 90284

PARTIAL RELEASE OF LIEN

TO WHOM IT MAY CONCERN:

Name: LMI Painting, LLC
Address: 5238 Brittmoore
Houston, TX 77041

FOR AN IN CONSIDERATION OF:

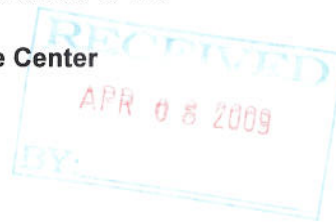
\$15,840.30
(Amount of request)

does hereby waive and relinquish any and all claims and rights of lien for the work, labor, materials, machinery, state/local taxes, or other goods, equipment or services performed or furnished.

As per invoice number (s): 010911

billed to Bass Construction Co., Inc. and located at the site hereinafter described to wit:

FBC Needville Service Center
3743 School St.
Needville, Texas



PROVIDE FURTHER, this release shall not become effective until all checks given as part of the consideration hereof, shall have been honored and paid in full.

IN WITNESS WHEREFORE, the undersigned has caused these present to be duly executed this

9th day of March 2009

BY:

[Signature]

President

TITLE:

STATE OF: Texas

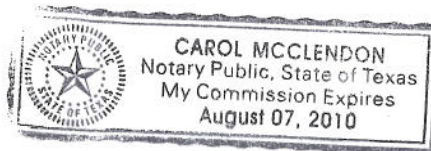
COUNTY OF: Harris

This 9th day of MARCH, 2009 A. LANCE MURPHY
being personally known to me appeared before me and executed the foregoing Waiver of Lien acknowledged such execution to be his/her free act and deed.

[Signature]

Notary Public

My Commission Expires: 08-07-2010



Fm 90284

PARTIAL RELEASE OF LIEN

TO WHOM IT MAY CONCERN:

Name: **Fire Safe Protection Svc, LP**
Address: **P.O. Box 3264**
Houston, TX 77253-3264

FOR AN IN CONSIDERATION OF:

\$4,341.50

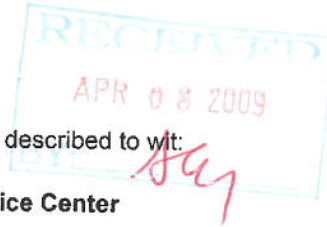
(Amount of request)

does hereby waive and relinquish any and all claims and rights of lien for the work, labor, materials, machinery, state/local taxes, or other goods, equipment or services performed or furnished.

As per invoice number (s): **RRD-10420**

billed to **Bass Construction Co., Inc.** and located at the site hereinafter described to wit:

FBC Needville Service Center
3743 School St.
Needville, Texas



PROVIDE FURTHER, this release shall not become effective until all checks given as part of the consideration hereof, shall have been honored and paid in full.

IN WITNESS WHEREFORE, the undersigned has caused these present to be duly executed this

6 day of March, 2009

BY:

[Signature]

TITLE:

Controller

STATE OF: Texas

COUNTY OF: Harris

This 6 day of March, 2009 [Signature] being personally known to me appeared before me and executed the foregoing Waiver of Lien acknowledged such execution to be his/her free act and deed.

Notary Public

[Signature]

My Commission Expires: Feb. 17, 2012



FM902FL4

PARTIAL RELEASE OF LIEN

TO WHOM IT MAY CONCERN:

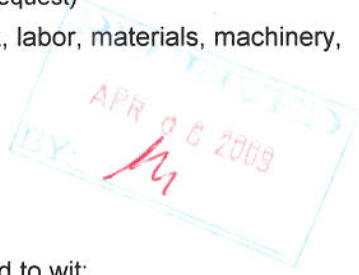
Name: **Eldridge A/C & Heating Co., Inc.**
Address: **P.O. Box 591**
Wharton, TX 77488

FOR AN IN CONSIDERATION OF:

\$21,746.92

(Amount of request)

does hereby waive and relinquish any and all claims and rights of lien for the work, labor, materials, machinery, state/local taxes, or other goods, equipment or services performed or furnished.



As per invoice number (s): **08-003-3**

billed to **Bass Construction Co., Inc.** and located at the site hereinafter described to wit:

FBC Needville Service Center
3743 School St.
Needville, Texas

PROVIDE FURTHER, this release shall not become effective until all checks given as part of the consideration hereof, shall have been honored and paid in full.

IN WITNESS WHEREFORE, the undersigned has caused these present to be duly executed this

4 day of March, 2009

BY:

TITLE:

Yvette Dunn
Office Manager

STATE OF: Texas

COUNTY OF: WHARTON

This 4th day of March, 2009 Yvette Dunn being personally known to me appeared before me and executed the foregoing Waiver of Lien acknowledged such execution to be his/her free act and deed.

Janet Butler
Notary Public

My Commission Expires: March 12, 2012



FM 90284

PARTIAL RELEASE OF LIEN

TO WHOM IT MAY CONCERN:

Name: DL&C Craftmasters, Inc.
Address: P.O. Box 871
Stafford, TX 77497

FOR AN IN CONSIDERATION OF:

\$15,551.50

(Amount of request)

does hereby waive and relinquish any and all claims and rights of lien for the work, labor, materials, machinery, state/local taxes, or other goods, equipment or services performed or furnished.



As per invoice number (s): 08-003-1

billed to Bass Construction Co., Inc. and located at the site hereinafter described to wit:

FBC Needville Service Center
3743 School St.
Needville, Texas

PROVIDE FURTHER, this release shall not become effective until all checks given as part of the consideration hereof, shall have been honored and paid in full.

IN WITNESS WHEREFORE, the undersigned has caused these present to be duly executed this

6TH day of MARCH, 2009

BY:

[Signature]

TITLE:

PRESIDENT

STATE OF: Texas

COUNTY OF: HARRIS

This 6TH day of MARCH, 2009 DON LADD

being personally known to me appeared before me and executed the foregoing Waiver of Lien acknowledged such execution to be his/her free act and deed.

[Signature]
Notary Public

My Commission Expires: 4/9/2011



AM 90284

PARTIAL RELEASE OF LIEN

TO WHOM IT MAY CONCERN:

Name: **PBJ Specialties**
Address: **7800 Bissonnet, Ste. 350**
Houston, TX 77074

FOR AN IN CONSIDERATION OF:

\$11,290.75

(Amount of request)

does hereby waive and relinquish any and all claims and rights of lien for the work, labor, materials, machinery, state/local taxes, or other goods, equipment or services performed or furnished.

As per invoice number (s): **980-0123**

billed to **Bass Construction Co., Inc.** and located at the site hereinafter described to wit:

FBC Needville Service Center
3743 School St.
Needville, Texas



PROVIDE FURTHER, this release shall not become effective until all checks given as part of the consideration hereof, shall have been honored and paid in full.

IN WITNESS WHEREFORE, the undersigned has caused these present to be duly executed this

05 day of March, 2009

BY:

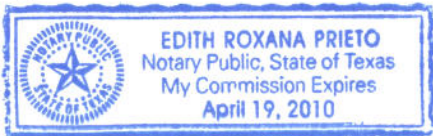
TITLE:

[Signature]
Owner.

STATE OF: Texas

COUNTY OF: Harris

This 05 day of March, 2009 Nick Heintz being personally known to me appeared before me and executed the foregoing Waiver of Lien acknowledged such execution to be his/her free act and deed.



[Signature]
Notary Public

My Commission Expires: 04-19-10

PM 90284

PARTIAL RELEASE OF LIEN

TO WHOM IT MAY CONCERN: Name: Texas State Tile & Terrazzo
Address: P.O. Box 266301
Houston, TX 77207-6301

FOR AN IN CONSIDERATION OF: \$21,090.00
(Amount of request)

does hereby waive and relinquish any and all claims and rights of lien for the work, labor, materials, machinery, state/local taxes, or other goods, equipment or services performed or furnished.

As per invoice number (s): 8859
billed to Bass Construction Co., Inc. and located at the site hereinafter described to wit:

FBC Needville Service Center
3743 School St.
Needville, Texas



PROVIDE FURTHER, this release shall not become effective until all checks given as part of the consideration hereof, shall have been honored and paid in full.

IN WITNESS WHEREFORE, the undersigned has caused these present to be duly executed this

4th day of March, 2009

BY: Clem Sartor
TITLE: President

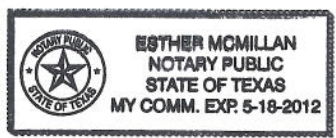
STATE OF: Texas

COUNTY OF: Harris

This 4th day of March, 2009 Clem Sartor
being personally known to me appeared before me and executed the foregoing Waiver of Lien acknowledged such execution to be his/her free act and deed.

Notary Public
Esther Mc Millan

My Commission Expires: May 18, 2012



FM 90284

PARTIAL RELEASE OF LIEN

TO WHOM IT MAY CONCERN:

Name: **Henderson Fabrication, Inc.**
Address: **P.O. Box 659**
Bay City, TX 77404-0659

FOR AN IN CONSIDERATION OF:

\$5,974.00

(Amount of request)

does hereby waive and relinquish any and all claims and rights of lien for the work, labor, materials, machinery, state/local taxes, or other goods, equipment or services performed or furnished.

As per invoice number (s): **08084-C3456, 08084-CO2**

billed to **Bass Construction Co., Inc.** and located at the site hereinafter described to wit:

FBC Needville Service Center
3743 School St.
Needville, Texas

PROVIDE FURTHER, this release shall not become effective until all checks given as part of the consideration hereof, shall have been honored and paid in full.

IN WITNESS WHEREFORE, the undersigned has caused these present to be duly executed this

4th day of March 2009

BY:

TITLE:

Lloyd Henderson
Lloyd Henderson
President

STATE OF: Texas

COUNTY OF: Matagorda

This 4th day of March, 2009 Lloyd Henderson
being personally known to me appeared before me and executed the foregoing Waiver of Lien acknowledged such execution to be his/her free act and deed.

Alisha Kelly
Notary Public

My Commission Expires: 06/26/09



PM 90284

PARTIAL RELEASE OF LIEN

TO WHOM IT MAY CONCERN:

Name: **ProservAnchor Group**
Address: **P.O. Box 670965**
Houston, TX 77267-0965

FOR AN IN CONSIDERATION OF:

\$9,500.00

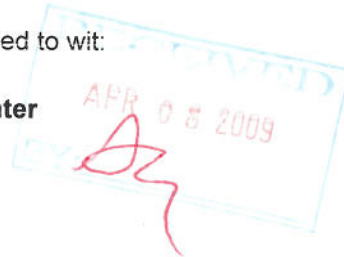
(Amount of request)

does hereby waive and relinquish any and all claims and rights of lien for the work, labor, materials, machinery, state/local taxes, or other goods, equipment or services performed or furnished.

As per invoice number (s): **P7834**

billed to **Bass Construction Co., Inc.** and located at the site hereinafter described to wit:

FBC Needville Service Center
3743 School St.
Needville, Texas



PROVIDE FURTHER, this release shall not become effective until all checks given as part of the consideration hereof, shall have been honored and paid in full.

IN WITNESS WHEREFORE, the undersigned has caused these present to be duly executed this

5th day of March 2009

BY:

John Adams
CEO/Controller

TITLE:

STATE OF: Texas

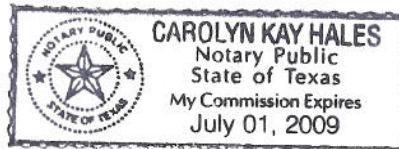
COUNTY OF: Harris

This 5 day of March, 2009 John Adams

being personally known to me appeared before me and executed the foregoing Waiver of Lien acknowledged such execution to be his/her free act and deed.

Carolyn Kay Hales
Notary Public

My Commission Expires: July 1, 2009



FM90284

Spectra | contract flooring

**CONDITIONAL WAIVER AND RELEASE
PROGRESS PAYMENT**

Upon receipt by the undersigned of a check from **Bass Construction** in the sum of **\$12,642.30** payable to Spectra Contract Flooring, and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of **Fort Bend County-Needville Service Center** located at **3743 School St** to the following extent. This release covers progress payment for labor, service equipment, material furnished to through **March 25, 2009** only does not cover retention retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to receive compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

RECEIVED
APR 06 2009
BY: *[Signature]*

DATE: March 19, 2009 Spectra Contract Flooring

[Signature]
Office Manager

State of TX County of Harris
Subscribed and sworn to before me this 19 day of March, 2009
Notary Public: Jami McQueen
My commission expires: 11-7-2012

TAMI MCQUEEN
Notary Public, State of Texas
My Commission Expires
November 07, 2012

PM90284

PARTIAL RELEASE OF LIEN

TO WHOM IT MAY CONCERN:

Name: **Allied Concrete**
Address: **P.O. Box 80**
Thompsons, TX 77481

FOR AN IN CONSIDERATION OF:

\$3,473.00

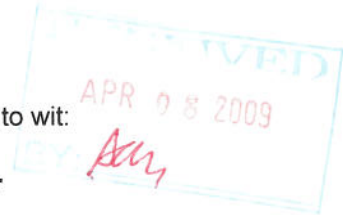
(Amount of request)

does hereby waive and relinquish any and all claims and rights of lien for the work, labor, materials, machinery, state/local taxes, or other goods, equipment or services performed or furnished.

As per invoice number (s): **388158, 388320, 388682**

billed to **Bass Construction Co., Inc.** and located at the site hereinafter described to wit:

FBC Needville Service Center
3743 School St.
Needville, Texas



PROVIDE FURTHER, this release shall not become effective until all checks given as part of the consideration hereof, shall have been honored and paid in full.

IN WITNESS WHEREFORE, the undersigned has caused these present to be duly executed this

24th day of MARCH

BY:

TITLE:

CREDIT MANAGER

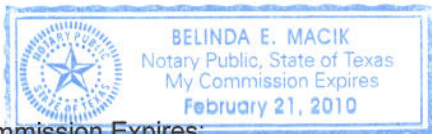
STATE OF: Texas

COUNTY OF: Ft BEND

This 24th day of MARCH, 2009 MARK WALDENMAIER

being personally known to me appeared before me and executed the foregoing Waiver of Lien acknowledged such execution to be his/her free act and deed.

Belinda Macik
Notary Public



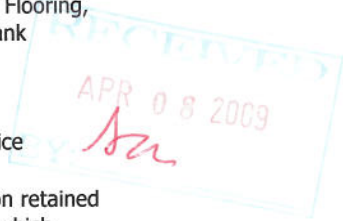
My Commission Expires: _____

PM90284

Spectra | contract flooring

CONDITIONAL WAIVER AND RELEASE PROGRESS PAYMENT

Upon receipt by the undersigned of a check from **Bass Construction** in the sum of **\$12,642.30** payable to Spectra Contract Flooring, and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of **Fort Bend County-Needville Service Center** located at **3743 School St** to the following extent. This release covers progress payment for labor, service equipment, material furnished to through **March 25, 2009** only does not cover retention retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to receive compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.



DATE: March 19, 2009

Spectra Contract Flooring

Rita Carr
Office Manager

State of TX, County of Harris
 Subscribed and sworn to before me this 19 day of March, 2009
 Notary Public:

Jami McQueen
 My commission expires:

11-7-2012



Facilities Management & Planning Department

1402 Band Road

Rosenberg, Texas 77471

281/633-7017

281/633-7022 Fax

Work Completion Verification Form

Vendor: Bass Construction

Purchase Order #:

Invoice #: Pay Ap No. 08-00300011
\$ 55,659.55

Contact Person: Russell

Phone Number: 281.342.2022

Location of Work Performed: Needville Service Center

Date Work Completed: 3/31/09

Person Authorized to Approve Work: James Knight

Position of Person Authorized to Approve Work: Program Manager



21 APR. '09