

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: **October 14, 2009**

Submitted By: **Laura Dougherty**

Department: **Facilities Management & Planning**

Court Agenda Date: **October 20, 2009**

Phone Number: **281-633-7017**

SUMMARY OF ITEM:

Approve Pay Application # 4, in the amount of \$2,071,679.00, to JE Dunn South Central, Inc., for Construction Services relating to the Justice Center

RENEWAL AGREEMENT/APPOINTMENT YES ☐ NO ☐
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☒ NO ☐

List Supporting Documents Attached: **Pay Application**

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☒ NO ☐

FUNDING SOURCE: Accounting Unit: **734418888** Account Number:
Activity (If Applicable): **P418-09JCOMPLEX**

DESCRIPTION OF LAWSON ACCOUNT: **Justice Center**

Instructions to submit Agenda Request Form:

- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.
- All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office ☐ (✓ when completed)

If by E-Mail to **ospindon@co.fort-bend.tx.us**

If by Fax to (281) 341-8609

Distribute copies with back-up to all listed below. If by fax, send to numbers below:

<input checked="" type="checkbox"/> Auditor	(281-341-3774)	<input checked="" type="checkbox"/> Comm. Pct. 1	(281-342-0587)
<input checked="" type="checkbox"/> Budget Officer	(281-344-3954)	<input checked="" type="checkbox"/> Comm. Pct. 2	(281-403-8009)
<input checked="" type="checkbox"/> Facilities/Planning	(281-633-7022)	<input checked="" type="checkbox"/> Comm. Pct. 3	(281-242-9060)
<input checked="" type="checkbox"/> Purchasing Agent	(281-341-8642)	<input checked="" type="checkbox"/> Comm. Pct. 4	(281-980-9077)
<input checked="" type="checkbox"/> Information Technology	(281-341-4526)	<input checked="" type="checkbox"/> County Clerk	(281-341-8697)
<input type="checkbox"/> Other:		<input checked="" type="checkbox"/> County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify): **Please Approve**

FM91058

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: FORT BEND COUNTY COMMISSIONERS C PROJECT: Fort Bend County Courts Facility

APPLICATION NO.: 4
PERIOD TO : 30-SEP-09
PROJECT NOS.: 7407
INVOICE NO. 7407004
CONTRACT DATE : 26-MAY-09

301 JACKSON ST
#719
RICHMOND, TX
77469 USA
FROM CONTRACTOR: JE Dunn South Central, Inc.
3500 S. Gessner
200
Houston, TX
ARCHITECT:
301 JACKSON ST
#719
RICHMOND, TX
77469 USA

CONTRACT FOR: Fort Bend County Courts Facility

PO# 23985
R# 81359

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation sheet is attached.

1. ORIGINAL CONTRACT SUM \$ 58,485,991
2. Net change by change orders \$ 0
3. CONTRACT SUM TO DATE (Line 1 +/- 2) \$ 58,485,991
4. TOTAL COMPLETED & STORED TO DATE \$ 5,833,498
(Column G on G703)
5. RETAINAGE:
Total retainage Column I of G703 \$ 583,350
6. TOTAL EARNED LESS RETAINAGE \$ 5,250,148
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 3,178,469
(Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE \$ 2,071,679
(Line 6 from prior Certificate)
9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 53,235,843
(Line 3 less Line 6)

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Order approved in previous months by Owner	0	0	0
APPROVED THIS MONTH			
Number	Date Approved		
CURRENT TOTAL		0	0
Net Change by Change Orders		0	0

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: JE Dunn South Central, Inc.
By: [Signature] Date: 10/9/09

State of: Texas
Subscribed and sworn to before me this 9 day of October 2009

Notary Public: Jennifer Traylor
My Commission expires: June 26, 2010



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above 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 Work is in accordance with the Contract Documents, and the Contractor is entitled to the payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 2,071,679.00

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

ARCHITECT:

By: [Signature] Date: 10/9/09

CONTINUATION SHEET

AIA DOCUMENT G703

AIA DOCUMENT G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

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

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

APPLICATION NUMBER : 4

APPLICATION DATE : 10-01-2009

PERIOD TO : 09-30-2009

PROJECT NO : 7407

PAGE : 2

INVOICE NO.

7407004

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE			D WORK COMPLETED (D+E)		F MATERIAL PRESENTLY STORED	G TOTAL COMPLETED AND STORED TO DATE	PER % (G/C)	H BALANCE TO FINISH	I RETAINAGE
		ORIGINAL	CHANGE ORDERS	CURRENT	FROM PREVIOUS APPLICATION	THIS PERIOD					
DIV - 001	GENERAL CONDITIONS										
01 - MOBILIZE	Mobilization & First Month GC's	1,762,577	0	1,762,577	1,762,577	0	0	1,762,577	100	0	176,256
02 - GEN COND	Monthly GC's (2,332,437/21) = 111,068 per month	2,332,437	0	2,332,437	222,136	111,068	0	333,204	14	1,999,233	33,320
	GENERAL CONDITIONS Total:	4,095,014	0	4,095,014	1,984,713	111,068	0	2,095,781	51	1,999,233	209,578
DIV - 01	GENERAL REQUIREMENTS										
01 - PRECON	Preconstruction Costs	93,978	0	93,978	93,978	0	0	93,978	100	0	9,398
02 - CLEAN UP	Clean Up	713,963	0	713,963	0	0	0	0		713,963	0
03 - SUB BOND	Subguard	595,541	0	595,541	119,108	0	0	119,108	20	476,433	11,911
04 - CIP	CIP Work Comp Insurance	0	0	0	0	0	0	0		0	0
	GENERAL REQUIREMENTS Total:	1,403,482	0	1,403,482	213,086	0	0	213,086	15	1,190,396	21,309
DIV - 02	EARTHWORK & SITE UTILITIES										
01 - EARTHWK	Schramme	717,639	0	717,639	247,700	51,300	0	299,000	42	418,639	29,900
02 - EARTHWK	HOLD - Dewatering	152,000	0	152,000	1,373	18,286	0	19,659	13	132,341	1,966
03 - EARTHWK	HOLD - Mudslabs at Courthouse Footings/SOG	60,000	0	60,000	0	0	0	0		60,000	0
04 - EARTHWK	HOLD - Natural Gas Line & Meter at Courthouse	6,688	0	6,688	0	0	0	0		6,688	0
05 - EARTHWK	HOLD - Piping from French Drain to Base Drain	14,214	0	14,214	0	0	0	0		14,214	0
06 - EARTHWK	HOLD - Temporary Laydown and Parking	31,000	0	31,000	3,534	76	0	3,610	12	27,390	361
07 - EARTHWK	HOLD - Access Roads	55,000	0	55,000	0	1,963	0	1,963	4	53,037	196
08 - EARTHWK	HOLD - Maintenance of Access Roads	49,800	0	49,800	0	0	0	0		49,800	0

CONTINUATION SHEET

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

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

APPLICATION NUMBER : 4

APPLICATION DATE : 10-01-2009

PERIOD TO : 09-30-2009

PAGE: 3

INVOICE NO.

7407004

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE			D WORK COMPLETED (D+E)		F MATERIAL PRESENTLY STORED	G TOTAL COMPLETED AND STORED TO DATE	PER % (G/C)	H BALANCE TO FINISH	I RETAINAGE
		ORIGINAL	CHANGE ORDERS	CURRENT	FROM PREVIOUS APPLICATION	THIS PERIOD					
DIV - 02	EARTHWORK & SITE UTILITIES										
09 - EARTHWK	HOLD - Maintenance of Temporary Entrances	15,000	0	15,000	0	0	0	0		15,000	0
10 - EARTHWK	HOLD - Site Coordination Issues	25,000	0	25,000	0	0	0	0		25,000	0
11 - EARTHWK	HOLD - Pier Spoils Removal	15,001	0	15,001	0	0	0	0		15,001	0
12 - SEL DEMO	JE Dunn	10,570	0	10,570	0	0	0	0		10,570	0
13 - TRAFFIC CONTROL	JE Dunn	39,926	0	39,926	1,006	0	0	1,006	3	38,920	101
14 - SWPPP	Erosion Control	21,195	0	21,195	11,804	4,375	0	16,179	76	5,016	1,618
15 - UTILITIES	Schramme	575,731	0	575,731	58,230	104,534	0	162,764	28	412,967	16,276
16 - UTILITIES	HOLD - Spoils Removal	8,902	0	8,902	0	0	0	0		8,902	0
17 - UTILITIES	HOLD - Utility Supports at Ransom Road	25,000	0	25,000	0	1,500	0	1,500	6	23,500	150
18 - UTILITIES	HOLD - Temporary Sanitary Sewer Piping	8,000	0	8,000	0	0	0	0		8,000	0
19 - SHORING	Schnabel	729,800	0	729,800	0	51,490	0	51,490	7	678,310	5,149
20 - SHORING	HOLD - Partial removal Including Lateral Supports	63,700	0	63,700	0	0	0	0		63,700	0
21 - SHORING	HOLD - Bulkheads	15,000	0	15,000	0	0	0	0		15,000	0
22 - SHORING	HOLD - Additional Mobilization	15,000	0	15,000	0	0	0	0		15,000	0
23 - SHORING	HOLD - Delays for Unforeseen Conditions	47,130	0	47,130	0	0	0	0		47,130	0
24 - SHORING	HOLD - Safety Rails/Cables	15,000	0	15,000	0	1,769	0	1,769	12	13,231	177
25 - ASPHALT	Hayden Paving	14,784	0	14,784	0	0	0	0		14,784	0
26 - ASPHALT	HOLD - Extra Patching at Ransom Rd & Jail	12,637	0	12,637	0	0	0	0		12,637	0

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APPLICATION NUMBER : 4

APPLICATION DATE : 10-01-2009

PERIOD TO : 09-30-2009

PAGE: 4

INVOICE NO.

7407004

A	B	C			D	E	F	G	H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE			WORK COMPLETED (D+E)		MATERIAL PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE	PER % (G/C)	BALANCE TO FINISH	RETAINAGE
		ORIGINAL	CHANGE ORDERS	CURRENT	FROM PREVIOUS APPLICATION	THIS PERIOD					
DIV - 02	EARTHWORK & SITE UTILITIES										
27 - STRIPING	Rows and Rows	5,935	0	5,935	0	0	0	0	5,935	0	
28 - STRIPING	HOLD - Striping for Patches at Ransom Rd & Jail	2,100	0	2,100	0	0	0	0	2,100	0	
29 - LANDSCAPE	Pampered Lawns	222,841	0	222,841	0	0	0	0	222,841	0	
30 - LANDSCAPE	HOLD - Site Furnishings	40,980	0	40,980	0	0	0	0	40,980	0	
31 - LANDSCAPE	HOLD - Replace Sod at Existing Jail	6,434	0	6,434	0	0	0	0	6,434	0	
32 - FENCING	Astro Fence	97,524	0	97,524	0	0	0	0	97,524	0	
33 - TERMITE	Bugtime	5,955	0	5,955	0	0	0	0	5,955	0	
	EARTHWORK & SITE UTILITIES Total:	3,125,486	0	3,125,486	323,647	235,293	0	558,940	2,566,546	55,894	
DIV - 03	CONCRETE										
01 - CONCRETE	JE Dunn	9,263,074	94,308	9,357,382	774,352	1,750,130	0	2,524,482	6,832,900	252,448	
02 - CONCRETE	HOLD - Mud Sills at Courthouse	40,500	0	40,500	0	280	0	280	40,220	28	
03 - CONCRETE	HOLD - Water Removal From Slabs	14,000	0	14,000	0	0	0	0	14,000	0	
	CONCRETE Total:	9,317,574	94,308	9,411,882	774,352	1,750,410	0	2,524,762	6,887,120	252,476	
DIV - 04	MASONRY										
01 - MASONRY	Lucia	2,970,350	0	2,970,350	0	0	0	0	2,970,350	0	
02 - MASONRY	HOLD - Rebar	50,000	0	50,000	0	0	0	0	50,000	0	
03 - MASONRY	HOLD - General Safety & Maintenance	50,000	0	50,000	9,067	8,863	0	17,930	32,070	1,793	
04 - MASONRY	HOLD - Mock-up (trades)	50,000	0	50,000	0	0	0	0	50,000	0	
05 - MASONRY	HOLD - Temporary Protection	30,000	0	30,000	0	0	0	0	30,000	0	

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APPLICATION DATE : 10-01-2009

PERIOD TO : 09-30-2009

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INVOICE NO.

7407004

A	B	C			D	E	F	G	H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE			WORK COMPLETED (D+E)		MATERIAL PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE	PER % (G/C)	BALANCE TO FINISH	RETAINAGE
		ORIGINAL	CHANGE ORDERS	CURRENT	FROM PREVIOUS APPLICATION	THIS PERIOD					
DIV - 04	MASONRY										
06 - MASONRY	HOLD - Trade Use of Scaffold	54,250	0	54,250	0	0	0	0	54,250	0	
	MASONRY Total:	3,204,600	0	3,204,600	9,067	8,863	0	17,930	1	3,186,670	1,793
DIV - 05	METALS										
01 - SS FAB	Southern Steel Fabricators	1,412,030	0	1,412,030	21,640	0	0	21,640	2	1,390,390	2,164
02 - SS FAB	HOLD - Misc. Not Detailed	53,350	0	53,350	0	0	0	0	0	53,350	0
03 - SS FAB	HOLD - Wedge Anchors/Embeds	12,000	0	12,000	0	0	0	0	0	12,000	0
04 - SS FAB/ERECT	HOLD - Projector Screen Supports	25,500	0	25,500	0	0	0	0	0	25,500	0
05 - SS ERECT	Empire Steel	689,800	0	689,800	0	0	0	0	689,800	0	
06 - SS ERECT	HOLD - Lull & Misc Hoisting	92,441	0	92,441	0	6,788	0	6,788	7	85,653	679
07 - SS ERECT	HOLD - Primer Touch-up	12,250	0	12,250	0	0	0	0	0	12,250	0
08 - SS ERECT	HOLD - Misc not Detailed	20,000	0	20,000	0	0	0	0	0	20,000	0
09 - SS ERECT	HOLD - Field Modifications	20,000	0	20,000	0	0	0	0	0	20,000	0
10 - SS ERECT	HOLD - Grout Base Plates	13,691	0	13,691	0	0	0	0	13,691	0	
11 - RAILINGS	Hoffa Inc	56,580	0	56,580	0	0	0	0	56,580	0	
12 - DOME	McCarty	129,636	0	129,636	0	0	0	0	129,636	0	
13 - DOME	HOLD - Erection	85,000	0	85,000	0	0	0	0	85,000	0	
14 - DOME	HOLD - Flashing and Misc. Metal Embeds	35,364	0	35,364	0	0	0	0	35,364	0	
15 - DOME	HOLD - Opening Protection	5,000	0	5,000	0	0	0	0	5,000	0	
16 - DOME	HOLD - Temporary Dry-In	10,000	0	10,000	0	0	0	0	10,000	0	
DIV - 06	CARPENTRY										
	METALS Total:	2,672,642	0	2,672,642	21,640	6,788	0	28,428	1	2,644,214	2,843

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APPLICATION DATE : 10-01-2009

PERIOD TO : 09-30-2009

PAGE: 6

INVOICE NO.

7407004

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE			D WORK COMPLETED (D+E)		F MATERIAL PRESENTLY STORED	G TOTAL COMPLETED AND STORED TO DATE	PER % (G/C)	H BALANCE TO FINISH	I RETAINAGE
		ORIGINAL	CHANGE ORDERS	CURRENT	FROM PREVIOUS APPLICATION	THIS PERIOD					
DIV - 06	CARPENTRY										
01 - ROUGH CARPENTRY	JE Dunn	625,427	0	625,427	0	0	0	0	0	625,427	0
02 - MILLWORK	Howard-McKinney	3,258,665	0	3,258,665	0	0	0	0	0	3,258,665	0
03 - MILLWORK	HOLD - Dehumidify & Protection	53,859	0	53,859	0	0	0	0	0	53,859	0
	CARPENTRY Total:	3,937,951	0	3,937,951	0	0	0	0	0	3,937,951	0
DIV - 07	THERMAL AND MOISTURE PROTECTION										
01 - WATERPROOFIN G/ROOFING	Chamberlin Roofing & Waterproofing	2,167,248	0	2,167,248	0	0	0	0	0	2,167,248	0
02 - WATERPROOFIN G/ROOFING	HOLD - Skin PEER Review	8,000	0	8,000	0	0	0	0	0	8,000	0
03 - WATERPROOFIN G/ROOFING	HOLD - Mold Consultant	54,202	0	54,202	0	0	0	0	0	54,202	0
04 - ROOFING	HOLD - Temporary Opening Protection	25,000	0	25,000	0	0	0	0	0	25,000	0
05 - ROOFING	HOLD - 5 Yr Bond for Roofing S/C	18,916	0	18,916	0	0	0	0	0	18,916	0
06 - ROOFING	HOLD - Roofing Escalation	100,000	0	100,000	0	0	0	0	0	100,000	0
07 - ROOFING	HOLD - Walk Pads Not Defined	14,482	0	14,482	0	0	0	0	0	14,482	0
08 - ROOFING	HOLD - Misc Flashing Not Detailed	20,000	0	20,000	0	0	0	0	0	20,000	0
09 - FIREPROOF	Fireproof Contractors	222,589	0	222,589	0	0	0	0	0	222,589	0
10 - FIREPROOF	HOLD - Surface Preparation	24,654	0	24,654	0	0	0	0	0	24,654	0
11 - FIREPROOF	HOLD - Overspray Protection	20,000	0	20,000	0	0	0	0	0	20,000	0
12 - FIREPROOF	HOLD - Patching	10,000	0	10,000	0	0	0	0	0	10,000	0

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PERIOD TO : 09-30-2009

PAGE: 7

INVOICE NO.

7407004

A	B	C			D	E	F	G	H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE			WORK COMPLETED (D+E)		MATERIAL PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE	PER % (G/C)	BALANCE TO FINISH	RETAINAGE
		ORIGINAL	CHANGE ORDERS	CURRENT	FROM PREVIOUS APPLICATION	THIS PERIOD					
DIV - 07	THERMAL AND MOISTURE PROTECTION										
	THERMAL AND MOISTURE PROTECTION Total:	2,685,091	0	2,685,091	0	0	0	0	2,685,091	0	
	DIV - 08	DOORS & WINDOWS									
		Admiral Glass	732,832	0	732,832	0	0	0	0	732,832	0
		HOLD - Temporary Entry & Protection	33,750	0	33,750	0	0	0	0	33,750	0
		American Door Products	650,000	0	650,000	0	0	0	0	650,000	0
		TDHServices	94,360	0	94,360	0	0	0	0	94,360	0
	05 - DOORS	HOLD - Temporary Doors & Hardware	25,000	0	25,000	0	0	0	0	25,000	0
	06 - DOORS	HOLD - Cylinders for Aluminum Entrance	10,000	0	10,000	0	0	0	0	10,000	0
	07 - DOORS	HOLD - Temporary Locks	7,000	0	7,000	0	0	0	0	7,000	0
08 - DOORS	HOLD - Touch-up & Protection	75,000	0	75,000	0	0	0	0	75,000	0	
09 - DOORS	HOLD - Bondo Frames	15,000	0	15,000	0	0	0	0	15,000	0	
10 - DOORS	HOLD - Coordination	47,711	0	47,711	0	0	0	0	47,711	0	
11 - OVERHEAD	Holiday Door	34,626	0	34,626	0	0	0	0	34,626	0	
12 - SKYLIGHTS	United Skys	140,920	0	140,920	0	0	0	0	140,920	0	
13 - SKYLIGHT	HOLD - Temporary Protection	12,166	0	12,166	0	0	0	0	12,166	0	
DIV - 09	DOORS & WINDOWS Total:	1,878,365	0	1,878,365	0	0	0	0	1,878,365	0	
	FINISHES										
01 - DRYWALL	Baker Drywall	2,006,098	0	2,006,098	0	0	0	0	2,006,098	0	

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AIA DOCUMENT G703

APPLICATION NUMBER : 4

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APPLICATION DATE : 10-01-2009

INVOICE NO.

PERIOD TO : 09-30-2009

7407004

A	B	C			D	E	F	G	H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE			WORK COMPLETED (D+E)		MATERIAL PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE	PER % (G/C)	BALANCE TO FINISH	RETAINAGE
		ORIGINAL	CHANGE ORDERS	CURRENT	FROM PREVIOUS APPLICATION	THIS PERIOD					
DIV - 09	FINISHES										
	02 - DRYWALL	HOLD - Touch-up & Protection	50,000	0	50,000	0	0	0	50,000	0	
	03 - DRYWALL	HOLD - Temporary Partitions	50,000	0	50,000	0	0	0	50,000	0	
	04 - DRYWALL	HOLD - Densglass at Shafts	30,000	0	30,000	0	0	0	30,000	0	
	05 - DRYWALL	HOLD - Expediting	20,000	0	20,000	0	0	0	20,000	0	
	06 - DRYWALL	HOLD - Perimeter Fire Safing	30,000	0	30,000	0	0	0	30,000	0	
	07 - DRYWALL	HOLD - Misc Framing & Drywall not Detailed	64,504	0	64,504	0	0	0	64,504	0	
	08 - ACOUSTICAL CEILING	HOLD - Touch-up & Protection	8,416	0	8,416	0	0	0	8,416	0	
	08 - ACOUSTICAL CEILINGS	Applied Finish Systems	470,950	0	470,950	0	0	0	470,950	0	
	09 - PAINT	HOLD - Final Touch-Up	76,236	0	76,236	0	0	0	76,236	0	
	10 - TILE	Sigma Marble & Tile	257,551	0	257,551	0	0	0	257,551	0	
	11 - TILE	HOLD - Floor Protection	9,442	0	9,442	0	0	0	9,442	0	
	12 - TERRAZZO	National Terrazzo	155,975	0	155,975	0	0	0	155,975	0	
	13 - TERRAZZO	HOLD - Floor Protection	22,500	0	22,500	0	0	0	22,500	0	
	14 - TERRAZZO	HOLD - Floor Preparation	3,904	0	3,904	0	0	0	3,904	0	
	15 - CARPET & RESILIENT	Architectural Floors	670,485	0	670,485	0	0	0	670,485	0	
	16 - CARPET & RESILIENT	HOLD - Carpet Protection	67,167	0	67,167	0	0	0	67,167	0	
17 - CARPET & RESILIENT	HOLD - Resilient Protection	47,055	0	47,055	0	0	0	47,055	0		

CONTINUATION SHEET

AIA DOCUMENT G703

AIA DOCUMENT G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
In tabulation below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER : 4

APPLICATION DATE : 10-01-2009

PERIOD TO : 09-30-2009

PAGE: 9

INVOICE NO.

7407004

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE			D WORK COMPLETED (D+E)		F MATERIAL PRESENTLY STORED	G TOTAL COMPLETED AND STORED TO DATE	PER % (G/C)	H BALANCE TO FINISH	I RETAINAGE
		ORIGINAL	CHANGE ORDERS	CURRENT	FROM PREVIOUS APPLICATION	THIS PERIOD					
DIV - 09	FINISHES										
18 - CARPET & RESILIENT	HOLD - Floor Prep for Concrete Tolerances	21,770	0	21,770	0	0	0	0	0	21,770	0
19 - CARPET & RESILIENT	HOLD - Floor Prep for Moisture Tolerances	33,140	0	33,140	0	0	0	0	0	33,140	0
20 - PAINT	R&M Service	438,907	0	438,907	0	0	0	0	0	438,907	0
22 - ACCESS FLOORING	Allied Interiors	55,789	0	55,789	0	0	0	0	0	55,789	0
23 - POLISHED CONCRETE	API	28,164	0	28,164	0	0	0	0	0	28,164	0
24 - STONE TOP	Commercial Stone Group	216,905	0	216,905	0	0	0	0	0	216,905	0
25 - STONE TOP	HOLD - Protection	23,156	0	23,156	0	0	0	0	0	23,156	0
26 - NOSINGS	Specialized Building Systems	25,060	0	25,060	0	0	0	0	0	25,060	0
	<i>FINISHES Total:</i>	4,883,174	0	4,883,174	0	0	0	0	0	4,883,174	0
DIV - 10	SPECIALTIES										
01 - SPECIALTY	PBJ	150,425	0	150,425	0	0	0	0	0	150,425	0
02 - SPECIALTY	HOLD - Specialties Overrun	266	0	266	0	0	0	0	0	266	0
03 - SPECIALTY	HOLD - Temporary Fire Extinguishers	1,821	0	1,821	0	0	0	0	0	1,821	0
04 - SPECIALTY	JE Dunn - Installation	17,678	0	17,678	0	0	0	0	0	17,678	0
05 - LOUVERS	Nystrom	12,524	0	12,524	0	0	0	0	0	12,524	0
06 - LOUVERS	HOLD - Protection	856	0	856	0	0	0	0	0	856	0
07 - CANOPY	Avadek	57,716	0	57,716	0	0	0	0	0	57,716	0
08 - SIGNS	Intex United	231,880	0	231,880	0	0	0	0	0	231,880	0
09 - FLAGPOLES	Kronberg's	6,755	0	6,755	0	0	0	0	0	6,755	0

CONTINUATION SHEET

AIA DOCUMENT G703

AIA DOCUMENT G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

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

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

APPLICATION NUMBER : 4

APPLICATION DATE : 10-01-2009

PERIOD TO : 09-30-2009

PAGE: 10

INVOICE NO.

7407004

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE			D WORK COMPLETED (D+E)		F MATERIAL PRESENTLY STORED	G TOTAL COMPLETED AND STORED TO DATE	PER % (G/C)	H BALANCE TO FINISH	I RETAINAGE
		ORIGINAL	CHANGE ORDERS	CURRENT	FROM PREVIOUS APPLICATION	THIS PERIOD					
DIV - 10	SPECIALTIES										
10 - LOCKERS	Longhorn Lockers	12,705	0	12,705	0	0	0	0	0	12,705	0
11 - CLOCK	Verdin Company	19,985	0	19,985	0	0	0	0	0	19,985	0
12 - CLOCK	HOLD - Access During Installation	130	0	130	0	0	0	0	0	130	0
	<i>SPECIALTIES Total:</i>	<i>512,741</i>	<i>0</i>	<i>512,741</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>512,741</i>	<i>0</i>
DIV - 11	EQUIPMENT										
01 - DOCK EQUIP	Overhead Door (ESS Group)	5,100	0	5,100	0	0	0	0	0	5,100	0
02 - FOOD EQUIP	Preferred Food Service	96,754	0	96,754	0	0	0	0	0	96,754	0
03 - FOOD EQUIP	HOLD - Escalation if Delivery after 1/11/2010	5,806	0	5,806	0	0	0	0	0	5,806	0
04 - DETENTION	CCC Group	867,300	0	867,300	0	0	0	0	0	867,300	0
	<i>EQUIPMENT Total:</i>	<i>974,960</i>	<i>0</i>	<i>974,960</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>974,960</i>	<i>0</i>
DIV - 12	FURNISHINGS										
01 - BLINDS	Windo-Shade Distributors	15,800	0	15,800	0	0	0	0	0	15,800	0
	<i>FURNISHINGS Total:</i>	<i>15,800</i>	<i>0</i>	<i>15,800</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>15,800</i>	<i>0</i>
DIV - 13	SECURITY										
01 - SECURITY	Metroplex Control Systems	1,697,346	0	1,697,346	0	0	0	0	0	1,697,346	0
02 - SECURITY	HOLD - Coordination & Testing	1,020	0	1,020	0	0	0	0	0	1,020	0
	<i>SECURITY Total:</i>	<i>1,698,366</i>	<i>0</i>	<i>1,698,366</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>1,698,366</i>	<i>0</i>
DIV - 14	CONVEYING SYSTEMS										
01 - ELEVATORS	Schindler	1,135,457	0	1,135,457	0	0	0	0	0	1,135,457	0
02 - ELEVATOR	HOLD - Temporary Use & Protection	12,000	0	12,000	0	0	0	0	0	12,000	0

CONTINUATION SHEET

AIA DOCUMENT G703

AIA DOCUMENT G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

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

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

APPLICATION NUMBER : 4

APPLICATION DATE : 10-01-2009

PERIOD TO : 09-30-2009

PAGE: 11

INVOICE NO.

7407004

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE			D WORK COMPLETED (D+E)		F MATERIAL PRESENTLY STORED	G TOTAL COMPLETED AND STORED TO DATE	PER % (G/C)	H BALANCE TO FINISH	I RETAINAGE
		ORIGINAL	CHANGE ORDERS	CURRENT	FROM PREVIOUS APPLICATION	THIS PERIOD					
DIV - 14	CONVEYING SYSTEMS										
03 - ELEVATOR	HOLD - Temporary Operator	47,000	0	47,000	0	0	0	0		47,000	0
04 - CHAIR LIFTS	Home Elevator	285,481	0	285,481	0	0	0	0		285,481	0
05 - CHAIR LIFTS	HOLD - Protection	18,581	0	18,581	0	0	0	0		18,581	0
	CONVEYING SYSTEMS Total:	1,498,519	0	1,498,519	0	0	0	0		1,498,519	0
DIV - 15	MECHANICAL										
01 - HVAC	Graves	5,461,591	0	5,461,591	0	20,000	0	20,000		5,441,591	2,000
02 - HVAC	HOLD - Utilities - Chilled Water	95,278	0	95,278	0	0	0	0		95,278	0
03 - PLUMBING	Kilgore	1,340,630	0	1,340,630	67,024	76,174	0	143,198	11	1,197,432	14,320
04 - PLUMBING	HOLD - Utilities - Domestic Water	24,000	0	24,000	750	47	0	797	3	23,203	80
05 - PLUMBING	HOLD - Temporary Toilets	59,000	0	59,000	52	733	0	785	1	58,215	78
06 - SPRINKLER	Standard Automatic Fire Enterprises	652,297	0	652,297	0	5,649	0	5,649	1	646,648	565
	MECHANICAL Total:	7,632,796	0	7,632,796	67,826	102,602	0	170,428	2	7,462,368	17,043
DIV - 16	ELECTRICAL										
01 - ELECTRICAL	E3 Electric	5,201,765	0	5,201,765	30,220	25,931	0	56,151	1	5,145,614	5,615
02 - ELECTRICAL	HOLD - Utilities - Electric	340,446	0	340,446	23,437	0	0	23,437	7	317,009	2,344
03 - ELECTRICAL	HOLD - Temporary Lighting Maintenance	10,000	0	10,000	0	0	0	0		10,000	0
04 - ELECTRICAL	HOLD - Temporary Power Equipment	25,000	0	25,000	0	0	0	0		25,000	0
05 - ELECTRICAL	HOLD - Shortages on Subcontracts	13,969	0	13,969	0	0	0	0		13,969	0
	ELECTRICAL Total:	5,591,180	0	5,591,180	53,658	25,931	0	79,589	1	5,511,591	7,959

CONTINUATION SHEET

AIA DOCUMENT G703

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APPLICATION NUMBER : 4

APPLICATION DATE : 10-01-2009

PERIOD TO : 09-30-2009

PAGE: 12

INVOICE NO.

7407004

A	B	C			D	E	F	G	H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE			WORK COMPLETED (D+E)		MATERIAL PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE	PER % (G/C)	BALANCE TO FINISH	RETAINAGE
		ORIGINAL	CHANGE ORDERS	CURRENT	FROM PREVIOUS APPLICATION	THIS PERIOD					
DIV - 17	TELECOMM										
01 - DATA	IESmart Systems	581,260	0	581,260	0	0	0	0	581,260	0	
02 - DATA	HOLD - Cabling to Garage	6,240	0	6,240	0	0	0	0	6,240	0	
03 - DATA	HOLD - Cable Pathway Changes	7,925	0	7,925	0	0	0	0	7,925	0	
	TELECOMM Total:	595,425	0	595,425	0	0	0	0	595,425	0	
EXTRA	ALLOWANCES										
01	Design Contingency	500,000	-94,308	405,692	0	0	0	0	405,692	0	
02	Construction Contingency	500,000	0	500,000	0	0	0	0	500,000	0	
03	Monument Sign Foundation	9,000	0	9,000	0	61	0	61	8,939	6	
04	Directional Sign Foundation	10,500	0	10,500	0	0	0	0	10,500	0	
05	Natural Gas Line Relocation	20,000	0	20,000	300	7,006	0	7,306	12,694	731	
06	Hydro Excavate at Ransom Road	9,000	0	9,000	0	0	0	0	9,000	0	
09	Pipe Bollard Material	8,400	0	8,400	0	0	0	0	8,400	0	
10	Tunnel to Existing Jail Raceways	50,000	0	50,000	0	0	0	0	50,000	0	
11	Tunnel to Existing Jail Telecom	10,000	0	10,000	0	0	0	0	10,000	0	
12	Addendum #1	218,000	0	218,000	0	0	0	0	218,000	0	
13	Judges Chambers' Intercom System	20,000	0	20,000	0	0	0	0	20,000	0	
15	Changes to Cable Type	-20,000	0	-20,000	0	0	0	0	-20,000	0	
16	City of Richmond Permit Drawings	105,000	0	105,000	0	0	0	0	105,000	0	
	ALLOWANCES Total:	1,439,900	-94,308	1,345,592	300	7,067	0	7,367	1,338,225	737	
FEE	FEE										
FEE	Fee	1,322,925	0	1,322,925	83,344	53,843	0	137,187	1,185,738	13,719	

CONTINUATION SHEET

AIA DOCUMENT G703

APPLICATION NUMBER : 4

PAGE: 13

AIA DOCUMENT G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

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

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APPLICATION DATE : 10-01-2009

INVOICE NO.

PERIOD TO : 09-30-2009

7407004

A	B	C			D	E	F	G	H	I	
		SCHEDULED VALUE									
ITEM NO.	DESCRIPTION OF WORK	ORIGINAL	CHANGE ORDERS	CURRENT	FROM PREVIOUS APPLICATION	THIS PERIOD	MATERIAL PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE	PER % (G/C)	BALANCE TO FINISH	RETAINAGE
		WORK COMPLETED (D+E)									
FEE	FEE										
	FEE Total:	1,322,925	0	1,322,925	83,344	53,843	0	137,187	10	1,185,738	13,719
PROJECT TOTAL :		58,485,991	0	58,485,991	3,531,632	2,301,866	0	5,833,498	10	52,652,493	583,350

AIA DOCUMENT G703 - APPLICATION AND CERTIFICATE FOR PAYMENT
THE AMERICAN INSTITUTE OF ARCHITECTS 1735 NEW YORK AVENUE NW WASHINGTON DC 20006

DOWN-DATE WAIVER AND RELEASE OF MECHANIC'S LIENS AND CLAIMS

(First-Tier Subcontractor or Supplier)

STATE OF Texas §

COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this day personally appeared Bobby Schramme
[Insert full name of person signing] and, upon oath, after first being duly sworn, deposed and stated:

"My name is Bobby Schramme. I am over the age of 18 years, have never been convicted of a felony or crime of moral turpitude, and am otherwise competent to make this Waiver and Release. I have personal knowledge of the facts and information stated herein, and the facts and information are true and correct.

I am the Partner [Insert title of person signing] of Schramme Construction [Insert name of Subcontractor/Supplier], hereafter sometimes referred to in this affidavit as "Subcontractor." Subcontractor's business address is PO Box 763 Rosenberg TX 77471 [Insert address of Subcontractor]
281-342-0474 [phone].

Subcontractor supplied labor and/or materials pursuant to a subcontract with JE Dunn South Central, Inc. ("Contractor"), an original contractor, for construction or repair on a Project and Construction Site commonly referred to as Fort Bend County Courthouse Facility, JE Dunn Project #7407 ("the Work") owned by County of Fort Bend, Texas ("Owner"), located at 1421 Ransom Road, Richmond, Texas 77469 (the "Property"), which Property is more fully described in Exhibit A attached hereto, made a part hereof, and incorporated herein by reference.

Upon receipt of payment in the amount of Forty six Thousand One Hundred Seventy
00 /100 dollars (\$ 46,170.00), the total of all charges, excepting agreed retainage of 10% not yet due and payable, for labor performed, materials and supplies furnished by the undersigned, and material on the Property in connection with the above described Work accomplished by Subcontractor on or before 9-30-2009
 (the "Down Date") has been paid in full to the Subcontractor. The undersigned acknowledges complete satisfaction of, and forever waives and releases, all claims of every kind against Owner, Contractor, any Payment or Performance Bond(s), and against the Property (including without limitation all liens and claims of liens) that the undersigned may have in connection with the performance of that portion of the Work on the Property accomplished on or before the Down Date, excepting only claims or liens arising from unpaid, agreed retainage at 10%, or any claim specifically listed below:

DESCRIPTION OF CLAIM	AMOUNT

No portion of the Work accomplished, or to be accomplished, after the Down Date shall be affected or otherwise covered by this Down-Date Waiver of Mechanic's Liens and Claims.

The person signing this document represents that he or she is duly authorized to do so on behalf of the Subcontractor.

All of the provisions of this document shall bind the Subcontractor and the Subcontractor's heirs, legal representatives, successors and assigns, and shall inure to the benefit of the Property, the Contractor, the Owner, and their respective affiliates, legal representatives, successors, assigns and sureties.

Further, affiant sayeth not."

EXECUTED this 1 day of October, 2009.

Subcontractor: Schramme Construction

By: Bobby Schramme

Printed Name: Bobby Schramme

Its: Partner

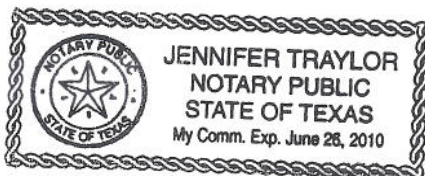
STATE OF Texas §

COUNTY OF Harris §

This instrument was acknowledged before me by Bobby Schramme, an individual personally known to me, and who further identified him/herself by driver's license to be the person whose name is subscribed hereto, and known to me to be the Partner and an authorized representative of Schramme Construction.

SUBSCRIBED AND SWORN TO before me on this 1 day of October, 2009

[Seal]



Jennifer Traylor
Notary Public in and for the State of Texas

DOWN-DATE WAIVER AND RELEASE OF MECHANIC'S LIENS AND CLAIMS

(First-Tier Subcontractor or Supplier)

STATE OF Texas §

COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this day personally appeared Bobby Schramme
(Insert full name of person signing) and, upon oath, after first being duly sworn, deposed and stated:

"My name is Bobby Schramme. I am over the age of 18 years, have never been convicted of a felony or crime of moral turpitude, and am otherwise competent to make this Waiver and Release. I have personal knowledge of the facts and information stated herein, and the facts and information are true and correct.

I am the Partner (Insert title of person signing) of Schramme Construction (Insert name of Subcontractor/Supplier), hereafter sometimes referred to in this affidavit as "Subcontractor." Subcontractor's business address is PO Box 763 Rosenberg Tx 77471 (Insert address of Subcontractor); 342-0474 (phone).

Subcontractor supplied labor and/or materials pursuant to a subcontract with JE Dunn South Central, Inc. ("Contractor"), an original contractor, for construction or repair on a Project and Construction Site commonly referred to as Fort Bend County Courthouse Facility, JE Dunn Project #7407 ("the Work") owned by County of Fort Bend, Texas ("Owner"), located at 1421 Ransom Road, Richmond, Texas 77469 (the "Property"), which Property is more fully described in Exhibit A attached hereto, made a part hereof, and incorporated herein by reference.

Upon receipt of payment in the amount of Ninety Four Thousand Eighty One 18 /100 dollars (\$ 94,081.18), the total of all charges, excepting agreed retainage of 10 % not yet due and payable, for labor performed, materials and supplies furnished by the undersigned, and material on the Property in connection with the above described Work accomplished by Subcontractor on or before 9-30-2009 (the "Down Date") has been paid in full to the Subcontractor. The undersigned acknowledges complete satisfaction of, and forever waives and releases, all claims of every kind against Owner, Contractor, any Payment or Performance Bond(s), and against the Property (including without limitation all liens and claims of liens) that the undersigned may have in connection with the performance of that portion of the Work on the Property accomplished on or before the Down Date, excepting only claims or liens arising from unpaid, agreed retainage at 10 %, or any claim specifically listed below:

DESCRIPTION OF CLAIM	AMOUNT

No portion of the Work accomplished, or to be accomplished, after the Down Date shall be affected or otherwise covered by this Down-Date Waiver of Mechanic's Liens and Claims.

The person signing this document represents that he or she is duly authorized to do so on behalf of the Subcontractor.

All of the provisions of this document shall bind the Subcontractor and the Subcontractor's heirs, legal representatives, successors and assigns, and shall inure to the benefit of the Property, the Contractor, the Owner, and their respective affiliates, legal representatives, successors, assigns and sureties.

Further, affiant sayeth not."

EXECUTED this 1 day of October, 2007.

Subcontractor: Schramme Construction

By: Bobby Schramme

Printed Name: Bobby Schramme

Its: Partner

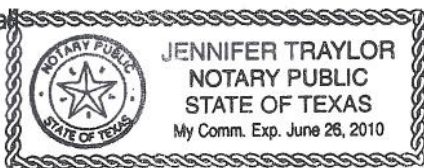
STATE OF Texas §

COUNTY OF Harris §

This instrument was acknowledged before me by Bobby Schramme, an individual personally known to me, and who further identified him/herself by driver's license to be the person whose name is subscribed hereto, and known to me to be the Partner and an authorized representative of _____.

SUBSCRIBED AND SWORN TO before me on this 1 day of October, 2007.

[Seal]



Jennifer Traylor
Notary Public in and for the State of Texas

(First-Tier Subcontractor or Supplier)

www

20

[Insert full name of person signing] and, upon oath, after first being duly sworn, deposed and stated:

"My name is German E. Varon. I am over the age of 18 years, have never been convicted of a felony or crime of moral turpitude, and am otherwise competent to make this Waiver and Release. I have personal knowledge of the facts and information stated herein, and the facts and information are true and correct.

I am the Construction Manager [Insert title of person signing] of Schnabel Foundation Company [Insert name of Subcontractor/Supplier], hereafter sometimes referred to in this affidavit as "Subcontractor." Subcontractor's business address is 11221 Richmond Ave, Ste. C101, Houston, TX 77082 [Insert address of Subcontractor]; 281-531-1103 (phone).

Subcontractor supplied labor and/or materials pursuant to a subcontract with JE Dunn South Central, Inc. ("Contractor"), an original contractor, for construction or repair on a Project and Construction Site commonly referred to as Fort Bend County Courthouse Facility, JE Dunn Project #7407 ("the Work") owned by County of Fort Bend, Texas ("Owner"), located at 1421 Ransom Road, Richmond, Texas 77469 (the "Property"), which Property is more fully described in Exhibit A attached hereto, made a part hereof, and incorporated herein by reference.

Upon receipt of payment in the amount of Forty Six Thousand Three Hundred Forty One 00 /100 dollars (\$ 46,341.00), the total of all charges, excepting agreed retainage of 10% not yet due and payable, for labor performed, materials and supplies furnished by the undersigned, and material on the Property in connection with the above described Work accomplished by Subcontractor on or before 9-30-09 (the "Down Date") has been paid in full to the Subcontractor. The undersigned acknowledges complete satisfaction of, and forever waives and releases, all claims of every kind against Owner, Contractor, any Payment or Performance Bond(s), and against the Property (including without limitation all liens and claims of liens) that the undersigned may have in connection with the performance of that portion of the Work on the Property accomplished on or before the Down Date, excepting only claims or liens arising from unpaid, agreed retainage at 10%, or any claim specifically listed below:

DESCRIPTION OF CLAIM	AMOUNT

No portion of the Work accomplished, or to be accomplished, after the Down Date shall be affected or otherwise covered by this Down-Date Waiver of Mechanic's Liens and Claims.

The person signing this document represents that he or she is duly authorized to do so on behalf of the Subcontractor.

All of the provisions of this document shall bind the Subcontractor and the Subcontractor's heirs, legal representatives, successors and assigns, and shall inure to the benefit of the Property, the Contractor, the Owner, and their respective affiliates, legal representatives, successors, assigns and sureties.

Further, affiant sayeth not."

EXECUTED this 18th day of September, 2009.

Subcontractor: Schnabel Foundation Company

By: German Varon

Printed Name: German Varon

Its: Construction Manager

STATE OF Texas §

COUNTY OF Harris §

This instrument was acknowledged before me by German Varon, an individual personally known to me, and who further identified him/herself by driver's license to be the person whose name is subscribed herelo, and known to me to be the _____ and an authorized representative of Schnabel Foundation Co.

SUBSCRIBED AND SWORN TO before me on this 18th day of September, 2009

[Seal]



Ana L. Salazar
Notary Public in and for the State of Texas

DOWN-DATE WAIVER AND RELEASE OF MECHANIC'S LIENS AND CLAIMS

(First-Tier Subcontractor or Supplier)

STATE OF Texas

§
§
§

COUNTY OF Harris

BEFORE ME, the undersigned authority, on this day personally appeared TOMMY LISTI
[Insert full name of person signing] and, upon oath, after first being duly sworn, deposed and stated:

"My name is TOMMY LISTI. I am over the age of 18 years, have never been convicted of a felony or crime of moral turpitude, and am otherwise competent to make this Waiver and Release. I have personal knowledge of the facts and information stated herein, and the facts and information are true and correct.

I am the VICE PRESIDENT [Insert title of person signing] Of GRAVES MECHANICAL [Insert name of Subcontractor/Supplier], hereafter sometimes referred to in this affidavit as "Subcontractor." Subcontractor's business address is 5910 Schumacher Ln. Houston, TX [Insert address of Subcontractor];
713-781-4824 (phone).

Subcontractor supplied labor and/or materials pursuant to a subcontract with JE Dunn South Central, Inc. ("Contractor"), an original contractor, for construction or repair on a Project and Construction Site commonly referred to as Fort Bend County Courthouse Facility, JE Dunn Project #7407 ("the Work") owned by County of Fort Bend, Texas ("Owner"), located at 1421 Ransom Road, Richmond, Texas 77469 (the "Property"), which Property is more fully described in Exhibit A attached hereto, made a part hereof, and incorporated herein by reference.

Upon receipt of payment in the amount of Eighteen Thousand & No ✓
No /100 dollars (\$ 18,000.00), the total of all charges, excepting agreed retainage of 10 % not yet due and payable, for labor performed, materials and supplies furnished by the undersigned, and material on the Property in connection with the above described Work accomplished by Subcontractor on or before 9/30/09
(the "Down Date") has been paid in full to the Subcontractor. The undersigned acknowledges complete satisfaction of, and forever waives and releases, all claims of every kind against Owner, Contractor, any Payment or Performance Bond(s), and against the Property (including without limitation all liens and claims of liens) that the undersigned may have in connection with the performance of that portion of the Work on the Property accomplished on or before the Down Date, excepting only claims or liens arising from unpaid, agreed retainage at ___%, or any claim specifically listed below:

DESCRIPTION OF CLAIM	AMOUNT

No portion of the Work accomplished, or to be accomplished, after the Down Date shall be affected or otherwise covered by this Down-Date Waiver of Mechanic's Liens and Claims.

The person signing this document represents that he or she is duly authorized to do so on behalf of the Subcontractor.

All of the provisions of this document shall bind the Subcontractor and the Subcontractor's heirs, legal representatives, successors and assigns, and shall inure to the benefit of the Property, the Contractor, the Owner, and their respective affiliates, legal representatives, successors, assigns and sureties.

Further, affiant sayeth not."

EXECUTED this 17 day of September, 2009.

Subcontractor: GRAVES MECHANICAL

By: [Signature]

Printed Name: TOMMY LISTI

Its: VICE PRESIDENT

STATE OF Texas §

COUNTY OF Harris §

This instrument was acknowledged before me by TOMMY LISTI, an individual personally known to me, and who further identified him/herself by driver's license to be the person whose name is subscribed hereto, and known to me to be the VICE PRESIDENT and an authorized representative of GRAVES MECHANICAL.

SUBSCRIBED AND SWORN TO before me on this 17 day of September, 2009.

[Seal]



[Signature]
Notary Public in and for the State of Texas

DOWN-DATE WAIVER AND RELEASE OF MECHANIC'S LIENS AND CLAIMS
(First-Tier Subcontractor or Supplier)

STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Ken Kilgore - Owner
(Insert full name of person signing) and, upon oath, after first being duly sworn, deposed and stated:

"My name is Ken Kilgore. I am over the age of 18 years, have never been convicted of a felony or crime of moral turpitude, and am otherwise competent to make this Waiver and Release. I have personal knowledge of the facts and information stated herein, and the facts and information are true and correct.

I am the Owner (Insert title of person signing) of Kilgore Industries (Insert name of Subcontractor/Supplier), hereafter sometimes referred to in this affidavit as "Subcontractor." Subcontractor's business address is _____ (Insert address of Subcontractor)
(phone).

Subcontractor supplied labor and/or materials pursuant to a subcontract with JE Dunn South Central, Inc. ("Contractor"), an original contractor, for construction or repair on a Project and Construction Site commonly referred to as Fort Bend County Courthouse Facility, JE Dunn Project #7407 ("the Work") owned by County of Fort Bend, Texas ("Owner"), located at 1421 Ransom Road, Richmond, Texas 77469 (the "Property"), which Property is more fully described in Exhibit A attached hereto, made a part hereof, and incorporated herein by reference.

Upon receipt of payment in the amount of sixty eight thousand five hundred fifty six
62 /100 dollars (\$ 68,556.62), the total of all charges, excepting agreed retainage of 51% not yet 60.11% due and payable, for labor performed, materials and supplies furnished by the undersigned, and material on the Property in connection with the above described Work accomplished by Subcontractor on or before 9.20.09 (the "Down Date") has been paid in full to the Subcontractor. The undersigned acknowledges complete satisfaction of, and forever waives and releases, all claims of every kind against Owner, Contractor, any Payment or Performance Bond(s), and against the Property (including without limitation all liens and claims of liens) that the undersigned may have in connection with the performance of that portion of the Work on the Property accomplished on or before the Down Date, excepting only claims or liens arising from unpaid, agreed retainage at 10%, or any claim specifically listed below:

DESCRIPTION OF CLAIM	AMOUNT

No portion of the Work accomplished, or to be accomplished, after the Down Date shall be affected or otherwise covered by this Down-Date Waiver of Mechanic's Liens and Claims.

The person signing this document represents that he or she is duly authorized to do so on behalf of the Subcontractor.

All of the provisions of this document shall bind the Subcontractor and the Subcontractor's heirs, legal representatives, successors and assigns, and shall inure to the benefit of the Property, the Contractor, the Owner, and their respective affiliates, legal representatives, successors, assigns and sureties.

Further, affiant sayeth not."

EXECUTED this 21 day of Sept, 20009.

Subcontractor:

Kilgore Industries LP

By:

Printed Name:

Ken Kilgore

Its:

OWNER

STATE OF TEXAS §

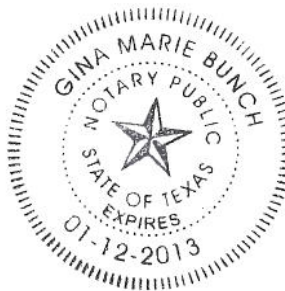
COUNTY OF HARRIS §

This instrument was acknowledged before me by Ken Kilgore, an individual personally known to me, and who further identified himself by driver's license to be the person whose name is subscribed hereto, and known to me to be the OWNER and an authorized representative of Kilgore Industries.

SUBSCRIBED AND SWORN TO before me on this 21 day of Sept, 20009.

[Seal]

Gina Marie Bunch
Notary Public in and for the State of TEXAS



DOWN-DATE WAIVER AND RELEASE OF MECHANIC'S LIENS AND CLAIMS
(First-Tier Subcontractor or Supplier)

STATE OF Texas §
COUNTY OF Brazos §
§

BEFORE ME, the undersigned authority, on this day personally appeared Jeffery D. Sosebee
[Insert full name of person signing] and, upon oath, after first being duly sworn, deposed and stated:

"My name is Jeffery D. Sosebee. I am over the age of 18 years, have never been convicted of a felony or crime of moral turpitude, and am otherwise competent to make this Waiver and Release. I have personal knowledge of the facts and information stated herein, and the facts and information are true and correct.

I am the President [Insert title of person signing] of Standard Automatic Fire [Insert name of Subcontractor/Supplier], hereafter sometimes referred to in this affidavit as "Subcontractor." Subcontractor's business address is 500 Graham Road, College Station, TX 77845 [Insert address of Subcontractor]; 979-690-0301 (phone).

Subcontractor supplied labor and/or materials pursuant to a subcontract with JE Dunn South Central, Inc. ("Contractor"), an original contractor, for construction or repair on a Project and Construction Site commonly referred to as Fort Bend County Courthouse Facility, JE Dunn Project #7407 ("the Work") owned by County of Fort Bend, Texas ("Owner"), located at 1421 Ransom Road, Richmond, Texas 77469 (the "Property"), which Property is more fully described in Exhibit A attached hereto, made a part hereof, and incorporated herein by reference.

Upon receipt of payment in the amount of Five thousand eighty-three and 83/100 dollars (\$5,083.83), the total of all charges, excepting agreed retainage of 10% not yet due and payable, for labor performed, materials and supplies furnished by the undersigned, and material on the Property in connection with the above described Work accomplished by Subcontractor on or before 9-30-09 (the "Down Date") has been paid in full to the Subcontractor. The undersigned acknowledges complete satisfaction of, and forever waives and releases, all claims of every kind against Owner, Contractor, any Payment or Performance Bond(s), and against the Property (including without limitation all liens and claims of liens) that the undersigned may have in connection with the performance of that portion of the Work on the Property accomplished on or before the Down Date, excepting only claims or liens arising from unpaid, agreed retainage at 10%, or any claim specifically listed below:

DESCRIPTION OF CLAIM	AMOUNT

No portion of the Work accomplished, or to be accomplished, after the Down Date shall be affected or otherwise covered by this Down-Date Waiver of Mechanic's Liens and Claims.

The person signing this document represents that he or she is duly authorized to do so on behalf of the Subcontractor.

All of the provisions of this document shall bind the Subcontractor and the Subcontractor's heirs, legal representatives, successors and assigns, and shall inure to the benefit of the Property, the Contractor, the Owner, and their respective affiliates, legal representatives, successors, assigns and sureties.

Further, affiant sayeth not."

EXECUTED this 24th day of September, 2009.

Subcontractor: Standard Automatic Fire

By: Jeffery D. Sosebee

Printed Name: Jeffery D. Sosebee

Its: President

STATE OF Texas §

COUNTY OF Brazos §

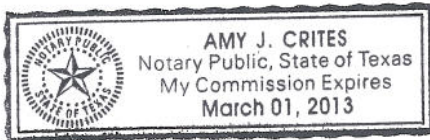
This instrument was acknowledged before me by Jeffery D. Sosebee, an individual personally known to me, and who further identified him/herself by driver's license to be the person whose name is subscribed hereto, and known to me to be the President and an authorized representative of Standard Automatic Fire.

SUBSCRIBED AND SWORN TO before me on this 24th day of September, 2009.

[Seal]

Amy J. Crites

Notary Public in and for the State of Texas



DOWN-DATE WAIVER AND RELEASE OF MECHANIC'S LIENS AND CLAIMS
(First-Tier Subcontractor or Supplier)

STATE OF Texas §
COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this day personally appeared Ross L. Coleman
[Insert full name of person signing] and, upon oath, after first being duly sworn, deposed and stated:

"My name is Ross L. Coleman. I am over the age of 18 years, have never been convicted of a felony or crime of moral turpitude, and am otherwise competent to make this Waiver and Release. I have personal knowledge of the facts and information stated herein, and the facts and information are true and correct.

I am the CFO [Insert title of person signing] of E3 Electric, Ltd. [Insert name of Subcontractor/Supplier], hereafter sometimes referred to in this affidavit as "Subcontractor." Subcontractor's business address is 4545 S. Piinemont Dr. Houston, Texas 77041 [Insert address of Subcontractor]
(phone).

Subcontractor supplied labor and/or materials pursuant to a subcontract with JE Dunn South Central, Inc. ("Contractor"), an original contractor, for construction or repair on a Project and Construction Site commonly referred to as Fort Bend County Courthouse Facility, JE Dunn Project #7407 ("the Work") owned by County of Fort Bend, Texas ("Owner"), located at 1421 Ransom Road, Richmond, Texas 77469 (the "Property"), which Property is more fully described in Exhibit A attached hereto, made a part hereof, and incorporated herein by reference.

Upon receipt of payment in the amount of Twenty three thousand three hundred thirty seven and
81 /100 dollars (\$ 23,337.81), the total of all charges, excepting agreed retainage of 10 % not yet due and payable, for labor performed, materials and supplies furnished by the undersigned, and material on the Property in connection with the above described Work accomplished by Subcontractor on or before 09/30/09
(the "Down Date") has been paid in full to the Subcontractor. The undersigned acknowledges complete satisfaction of, and forever waives and releases, all claims of every kind against Owner, Contractor, any Payment or Performance Bond(s), and against the Property (including without limitation all liens and claims of liens) that the undersigned may have in connection with the performance of that portion of the Work on the Property accomplished on or before the Down Date, excepting only claims or liens arising from unpaid, agreed retainage at 10 %, or any claim specifically listed below:

DESCRIPTION OF CLAIM	AMOUNT

No portion of the Work accomplished, or to be accomplished, after the Down Date shall be affected or otherwise covered by this Down-Date Waiver of Mechanic's Liens and Claims.

The person signing this document represents that he or she is duly authorized to do so on behalf of the Subcontractor.

All of the provisions of this document shall bind the Subcontractor and the Subcontractor's heirs, legal representatives, successors and assigns, and shall inure to the benefit of the Property, the Contractor, the Owner, and their respective affiliates, legal representatives, successors, assigns and sureties.

Further, affiant sayeth not."

EXECUTED this 16th day of September, 2009.

Subcontractor: E3 Electric, Ltd.

By: R L Coleman

Printed Name: Ross L. Coleman

Its: 4545 S. Pinemont Dr. Houston, Tx 77041

STATE OF Texas §

COUNTY OF Harris §

This instrument was acknowledged before me by Ross L. Coleman, an individual personally known to me, and who further identified him/herself by driver's license to be the person whose name is subscribed hereto, and known to me to be the CFO and an authorized representative of E3 Electric, Ltd.

SUBSCRIBED AND SWORN TO before me on this 16th day of September, 2009.

[Seal]

Peggy R. Clack
Notary Public in and for the State of Texas

