## CONTRACTOR'S PARTIAL RELEASE AND CERTIFICATE

STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS
COUNTY OF HIDALGO	δ	

Pursuant to the terms of that certain contract dated <u>October 25, 2021</u>, and amendments or modification thereof; if any, between <u>Webb County Purchasing Department Business Office</u> (hereinafter called "Owner"), and the undersigned, <u>Tri-Gen Construction L.L.C.</u> a Texas limited liability company (hereinafter called "Contractor"), for the construction of an <u>RFQ #2021-005</u> <u>Constable Pct. 4 Administration Building Expansion</u>, Webb County, Texas commonly known as <u>RFQ #2021-005 Constable Pct. 4 Administration Building Expansion</u>, for Webb County, Laredo, Texas We, the undersigned

## 1. COVENANTS and WARRANTS that:

- a. The undersigned has paid or duly provided for the payment of \$29,195.80 out of a total contract of \$643,916.00 for certain labor, services and materials in connection with said contract, whether performed, rendered and furnished by the undersigned or performed, rendered and furnished by any subcontractor, materialman, laborer or other person.
- b. There are no outstanding claims or demands or rights to liens against the undersigned or against the premises affected by said labor, services and materials, or otherwise, arising out of said contract, on the part of any person, firm or corporation, including any such subcontractor, materialman, laborer or other person.
- Said premises are free of and from any and all such claims, demands or liens arising out
  of said contract.
- 2. WAIVES and RELEASES for the undersigned and, to the extent permitted by law, for the undersigned's subcontractors, materialmen, laborers and all other persons furnishing services, labor or materials in connection with said contract, any and all liens or rights of liens that may now or hereafter exist or be claimed on or against said premises to the extent payment is provided for in Section 1(a) herein (but not with respect to the remainder of the Contract), and agrees to furnish upon demand a good and sufficient waiver of any such lien or right of lien from any such claimant thereof.
- 3. COVENANTS and AGREES: a. To indemnify and save harmless Owner from any such claim, demand, lien or right of lien, and to defend all actions arising out of the same, and to pay any costs, expenses or counsel fees incurred by Owner in connection therewith; and b. That any and all monies received by the undersigned from or on behalf of Owner with respect to said contract shall be received by the undersigned as a trust fund, to be applied first for the purpose of paying for unpaid work performed, services rendered and materials furnished in connection with said contract, if any.

IN WITNESS WHEREOF, he undersigned has hereunto set its hand this 9<sup>th</sup> Day of March, 2023.

STATE OF TEXAS	§	
COUNTY OF HIDALGO	c	

Tri-Gen Construction L.L.C., a Texas

Limited Liability Company

Name: Jorge Conzalez

Title: President

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas on this day personally
appearedJorge Gonzalez known to me to be the person subscribed to the foregoing instrument
and acknowledged to me that the same was the act of the said and that he executed the same as the ac
of said <u>President</u> for the purpose and considerations therein expressed, and in the
capacity therein stated.
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20th day of March 2023.

SARA ALICIA ORTA Notary Public, State of Texas Comm. Expires 11-17-2023 Notary ID 128803008 Notary Public, State of Texas

Printed Name: Sara Alicia Orta

My Commission Expires: November 17, 2023