

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: **Hildago County of Texas**
 100 E. Cano, 4th Floor
 Edinburg, TX 78539

PROJECT: **Window Repairs Administration Building**
 P.O. #574703

APPLICATION NO.: **2** Distribution to:
 PERIOD TO: **02/28/0007** OWNER
 PROJECT NOS.: ARCHITECT
 CONTRACTOR
 CONTRACT DATE: **08/01/2006**

FROM CONTRACTOR: **Restoration Services, Inc.** VIA ARCHITECT:
 9810 Fairbanks North Houston
 Houston, TX 77064

CONTRACT FOR: **Waterproofing**

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 \$ **115,132.00**
2. Net change by Change Orders \$ **0.00**
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ **115,132.00**
4. TOTAL COMPLETED & STORED TO DATE \$ **85,132.00**
 (Column G on G703)

5. RETAINAGE:

- a. 10 % of Completed Work
 (Columns D + E on G703) \$ **8,513.20**
 - b. 10 % of Stored Material
 (Column F on G703) \$ **0.00**
- Total Retainage (Line 5a + 5b or Total in Column I of G703) \$ **8,513.20**

6. TOTAL EARNED LESS RETAINAGE \$ **76,618.80**
 (Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate) \$ **42,140.34**

8. CURRENT PAYMENT DUE \$ **34,478.46**

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6) \$ **38,513.20**

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approved this Month	0.00	0.00
TOTALS	0.00	0.00
NET CHANGES by Change Order	0.00	0.00

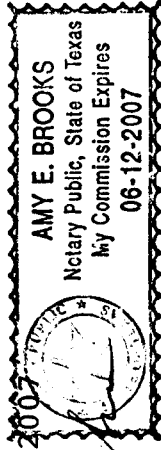
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: **Restoration Services, Inc.**

By: *Patry Hendley*
 State of: **TX**
 County of: **Harris**
 Subscribed and sworn to before me this **28th** day of **February** 2007

Date: **02/28/2007**

Notary Public: *Amy E Brooks*
 My Commission expires: **6/12/07**



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 \$ **34,478.46**
 (Attach explanation if amount certified is not the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: *George A. Gaine* Date: **3-7-07**

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



Acc. # 7-1334-419-40-228-009.0-431

CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side)

AIA Document G702, APPLICATION AND CERTIFICATE 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.: 2

APPLICATION DATE: 02/28/2007

PERIOD TO: 02/28/0007

ARCHITECT'S PROJECT NO.:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE) RATE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD			TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
1	Mobilization	8,513.20	8,513.20	0.00	0.00	0.00	8,513.20	100%	0.00	851.32
2	North Side Interior	13,286.70	13,286.70	0.00	0.00	0.00	13,286.70	100%	0.00	1,328.67
3	North Side Exterior	13,286.70	0.00	13,286.70	0.00	0.00	13,286.70	100%	0.00	1,328.67
4	West Side Interior	11,293.69	11,293.69	0.00	0.00	0.00	11,293.69	100%	0.00	1,129.37
5	West Side Exterior	11,293.69	0.00	11,293.69	0.00	0.00	11,293.69	100%	0.00	1,129.37
6	East Side Interior	5,757.01	5,757.01	0.00	0.00	0.00	5,757.01	100%	0.00	575.70
7	East Side Exterior	5,757.01	0.00	5,757.01	0.00	0.00	5,757.01	100%	0.00	575.70
8	South Side Interior	7,972.00	7,972.00	0.00	0.00	0.00	7,972.00	100%	0.00	797.20
9	South Side Exterior	7,972.00	0.00	7,972.00	0.00	0.00	7,972.00	100%	0.00	797.20
10	Allowance	30,000.00	0.00	0.00	0.00	0.00	0.00	0%	30,000.00	0.00
		115,132.00	46,822.60	38,309.40	0.00	0.00	85,132.00	74%	30,000.00	8,513.20

AIA DOCUMENT G703 • CONTINUATION SHEET FOR G702 • 1992 EDITION • AIA® • ©1992 • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-5292 • WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution.



G703-1992

CAUTION: You should use an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.

PARTIAL RELEASE OF LIEN AND WARRANTY

TO WHOM IT MAY CONCERN:

WHEREAS, **RESTORATION SERVICES INC.** has been partially paid for labor and materials furnished for use in connection with the construction of the premises located at: **THE HIDALGO COUNTY ADMINISTRATION BUILDING** and we have no claims against any person, firm, or corporation for labor performed or material furnished in connection with the furnishing of material and/or the installation of our work on said contract.

In consideration of **THIRTY FOUR THOUSAND FOUR HUNDRED SEVENTY EIGHT AND 46/100** (DOLLARS) (**\$ 34,478.46**), which is the sum due for said work, and other good and valuable consideration, upon the receipt and of which, the undersigned does hereby waive and release any mechanics lien or materialmen's lien or claims of lien, including any constitutional lien or claim thereto, that the undersigned has on the above mentioned real property and/or improvements thereon on account of any work furnished or to be furnished by the undersigned whether pursuant to the above mentioned contract or otherwise.

The undersigned further certifies and warrants that there are no known mechanics' or materialmen's liens outstanding as of the date hereof, that all bills incurred by it with respect to the work have been paid in full, and that there is known basis for the filing of any mechanics' or materialmen's liens on the property and/or improvements above described by any person or entity performing work on behalf of the undersigned; and to the extent permitted by applicable law, the undersigned does hereby waive and release any mechanics' or materialmen's lien or claims of lien of any other such person or entity, and further agrees to indemnify and hold the Owner harmless from said lien or claim.

By:

Patsy Hendley
PATSY HENDLEY

Title: **SEC./TREAS.**

STATE OF TEXAS
COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared **PATSY HENDLEY** of **RESTORATION SERVICES, INC.**, a Corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged which was executed the same for the purposes and consideration therein express, in the capacity therein stated and as the act and deed of said Corporation, and upon being duly sworn, stated the foregoing instrument and that it is true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 28th DAY OF FEBRUARY 2007 .

Amy E. Brooks
NOTARY PUBLIC in and for the STATE of
TEXAS

