

**APPLICATION FOR PAYMENT NO. 4**

To: Hidalgo County Precint #4 (OWNER)  
 From: Sascon, Inc. (CONTRACTOR)  
 Contract: C-CAP-07-001-02-07, CSJ-2C1080-785  
 Project: BORDER COLONIA ACCESS PROJECT - VILLA DEL MUNDO  
 OWNER's Contract No. C-CAP-07-001-02-07, ( ENGINEER's Project No. ENG. 04 033  
 For Work accomplished through the date of: 7/27/2007

1. Original Contract Price:	\$ 976,849.00
2. Net change by Change Orders and Written Agreements (+ or -):	\$ -
3. Current Contract Price (1 plus 2):	\$ 976,849.00
4. Total completed and stored to date:	\$ 278,079.00
5. Retainage (per Agreement):	
<u>5</u> % of completed Work:	\$ 13,903.95
_____ % of stored material:	\$ _____
Total Retainage:	\$ 13,903.95
6. Total completed and stored to date less retainage (4 minus 5):	\$ 264,175.05
7. Less previous Application for Payments:	\$ 138,950.00
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7):	\$ 125,225.05

Accompanying Documentation:

**CONTRACTOR'S Certification:**

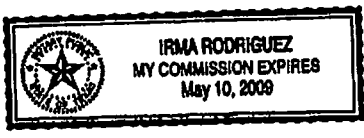
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 2 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 8.22.07 \_\_\_\_\_  
SASCON Inc  
CONTRACTOR

By: [Signature] \_\_\_\_\_

State of Texas  
 County of Hidalgo  
 Subscribed and sworn to before me this 20  
 day of August 2007

[Signature]  
 Notary Public  
 My Commission expires: 5/10/2009



Payment of the above AMOUNT DUE THIS APPLICATION is recommended

Dated 8/23/07 \_\_\_\_\_, JE Sascon + Assoc.  
 ENGINEER

By: [Signature] \_\_\_\_\_



**Estimate Quantity Update Worksheet**

Colonia: Villa Del Mundo  
 Roadway: Villa Del Mundo  
 Contract: 2C1000-705  
 Country: Mdazgo  
 Est No:

Contractor: Seacon Inc.  
 Contract Price: \$970,849.00  
 Work Done this Mo.:  
 % Complete:

Date Began: 20-Feb-07  
 Contract Time:  
 Time Charged:  
 % Time Used:

Work Type: Paving and Drainage

Limits:  
 From:  
 To:

ITEM NO	DESCRIPTION	UNIT	PROJECT QTY	Unit Price	Project Amount	FIRST MONTH			SECOND MONTH			THIRD MONTH		
						MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)
<b>(001) ADMINISTRATIVE</b>														
<b>(002) PRELIMINARY ENGINEERING</b>														
<b>(003) CONSTRUCTION ENGINEERING</b>														
<b>(004) RIGHT-OF-WAY</b>														
<b>(000) ROADWAY CONSTRUCTION</b>														
100	PREP ROW	Sq	35.39	\$500.00	\$17,096.00	74	74	\$12,000.00	11.59	36.39	\$5,096.00	0	\$0.00	
110	BACKFILL (TY A)	Sq		\$0.00	\$0.00	0	0	\$0.00	0	0	\$0.00	0	\$0.00	
152	6" ROAD GRADER WORK (DENS CONT.) SUBGRADE	TON	2791	\$6.00	\$16,500.00	1900	1900	\$11,400.00	681	2791	\$5,100.00	0	\$0.00	
247	FLEX BASE (ROWY DELTY D QR 3 CL 4)	C Y	1771	\$18.00	\$31,836.00	1200	1200	\$19,200.00	571	1771	\$18,136.00	0	\$0.00	
247	FLEX BASE CALICHE	S Y		\$0.00	\$0.00	0	0	\$0.00	0	0	\$0.00	0	\$0.00	
260	LIME (TY A SLURRY) OR (TY B)	TON		\$0.00	\$0.00	0	0	\$0.00	0	0	\$0.00	0	\$0.00	
260	LIME TREAT SUBGRD (DGL 12)	S Y		\$0.00	\$0.00	0	0	\$0.00	0	0	\$0.00	0	\$0.00	
262	LIME (TY A SLURRY) CR (TY B)	TON		\$0.00	\$0.00	0	0	\$0.00	0	0	\$0.00	0	\$0.00	
262	LIME TRT FOR DS CRS (INWENT BS/DC) (C)	TON	62	\$140.00	\$8,680.00	60	60	\$8,400.00	2	62	\$720.00	0	\$0.00	
275	CEMENT FOR SUBGRADE (ROAD MIXED)	TON	57	\$145.00	\$8,430.00	0	0	\$0.00	57	57	\$8,430.00	0	\$0.00	
310	ASPH MATR. (MC-30)	GAL	2125	\$3.00	\$6,375.00	0	0	\$0.00	2125	2125	\$6,375.00	0	\$0.00	
340	1 1/2" ASPH CONC TY D	S Y	10619	\$7.00	\$74,333.00	0	0	\$0.00	10619	10619	\$74,333.00	0	\$0.00	
500	MOBILIZATION	LS	1	\$3,000.00	\$3,000.00	0.5	0.5	\$1,500.00	0.5	1	\$1,500.00	0	\$0.00	
502	BARRICADES, SIGNS, AND TRAP HANDLE	MO	3	\$2,200.00	\$6,600.00	0	0	\$0.00	3	3	\$6,600.00	0	\$0.00	
520	CONC CURB AND GUTTER (TY A) (INSTALL)	LF	220	\$8.00	\$1,760.00	0	0	\$0.00	0	0	\$0.00	0	\$0.00	
520	CONC CURB AND GUTTER (TY A) (REMOVE)	LF	220	\$2.00	\$440.00	475	475	\$950.00	0	0	\$0.00	0	\$0.00	
530	TURNOUTS (ASPH CONC PAV)	EA	2	\$1,000.00	\$2,000.00	0	0	\$0.00	2	2	\$2,000.00	0	\$0.00	
530	DRIVEWAYS (ASPH CONC PAV)	S Y		\$0.00	\$0.00	0	0	\$0.00	0	0	\$0.00	0	\$0.00	
644	SMALL RDSO SGN ASSM (TY A)	EA		\$0.00	\$0.00	0	0	\$0.00	0	0	\$0.00	0	\$0.00	
644	SMALL RDSO SGN ASSM (TY F)	EA		\$0.00	\$0.00	0	0	\$0.00	0	0	\$0.00	0	\$0.00	
654	DEL ASP TY A (0-3Y)	EA		\$0.00	\$0.00	0	0	\$0.00	0	0	\$0.00	0	\$0.00	
655	REFL PAV MKR TY I (15/30/45)	LF		\$0.00	\$0.00	0	0	\$0.00	0	0	\$0.00	0	\$0.00	
670	REFL PAV MKR TY I (15/30/45)	LF		\$0.00	\$0.00	0	0	\$0.00	0	0	\$0.00	0	\$0.00	
672	REFL PAV MKR CL B (REFL TY 4-A-A)	EA		\$0.00	\$0.00	0	0	\$0.00	0	0	\$0.00	0	\$0.00	
3146	HOT MIX (TY D)	TON		\$0.00	\$0.00	0	0	\$0.00	0	0	\$0.00	0	\$0.00	
5249	TEMP SEDMT CONT FENCE (INSTALL)	LF	345	\$8.00	\$2,760.00	345	345	\$2,760.00	0	0	\$0.00	0	\$0.00	
5249	TEMP SEDMT CONT FENCE (REMOVE)	LF	345	\$2.00	\$690.00	0	0	\$0.00	345	345	\$690.00	0	\$0.00	
<b>(000) DRAINAGE</b>														
402	TRENCH EXCAVATION PROTECTION	LF	1972	\$3.00	\$5,916.00	1700	1700	\$5,100.00	270	1970	\$586.00	0	\$0.00	
484	RC PIPE (CL 0)(18")	LF		\$26.00	\$0.00	0	0	\$0.00	0	0	\$0.00	0	\$0.00	
484	RC PIPE (CL 0)(18")	LF	289	\$30.00	\$8,640.00	289	289	\$8,640.00	0	0	\$0.00	0	\$0.00	
484	RC PIPE (CL 0)(18") REMOVE	LF	32	\$10.00	\$320.00	300	300	\$3,000.00	0	0	\$0.00	0	\$0.00	
484	RC PIPE (CL 0)(24")	LF	1624	\$38.00	\$62,092.00	1300	1300	\$49,400.00	320	1600	\$13,140.00	0	\$0.00	
485	INLET (COMPLTY A) INSTALL	EA	4	\$2,300.00	\$9,200.00	4	4	\$9,200.00	0	0	\$0.00	0	\$0.00	
485	INLET (COMPLTY A) REMOVE	EA	2	\$500.00	\$1,000.00	2	2	\$1,000.00	0	0	\$0.00	0	\$0.00	
485	INLET (COMPLTY C)	EA		\$0.00	\$0.00	0	0	\$0.00	0	0	\$0.00	0	\$0.00	
486	MANH (COMPLTY M)	EA	4	\$2,500.00	\$10,000.00	2	2	\$5,000.00	2	4	\$5,000.00	0	\$0.00	
486	INLET EXT	EA		\$0.00	\$0.00	0	0	\$0.00	0	0	\$0.00	0	\$0.00	
487	SET (TY II) (RCP)(1.0)	EA		\$450.00	\$0.00	0	0	\$0.00	0	0	\$0.00	0	\$0.00	
491	DET (TY II)(24") (RCP)(1.0)	EA		\$0.00	\$0.00	0	0	\$0.00	0	0	\$0.00	0	\$0.00	

Monthly Totals:	\$128,930.00	\$139,129.00	\$0.00
ADMINISTRATIVE (001)			
PRELIMINARY ENGINEERING (002)			
CONSTRUCTION ENGINEERING (003)			
RIGHT-OF-WAY (004)			
Roadway (000):	\$59,210.00	\$119,353.00	\$0.00
Drainage (004):	\$62,740.00	\$19,776.00	\$0.00

Total to Date  
 Roadway (003): \$175,563.00  
 Drainage (004): \$102,510.00  
 Total: \$278,073.00

Prepared and Checked By:

Signature:  
 Printed Name:

*Samuel Maldonado*  
 Samuel Maldonado

Date: 8/29/07

**EMBANKMENTS, SUBGRADES, BACKFILL , AND BASE COURSES**

MATERIAL OR PRODUCT		TEST FOR	TEST NUMBER	PROJECT TESTS		REMARKS
				LOCATION OR TIME OF SAMPLING	FREQUENCY OF SAMPLING	
TREATED SUBGRADE AND BASE COURSES (Continued)	Complete Mixture	Moisture Density	ASTM D1557-78	As design by the Engineer	as necessary	determine the appropriate moisture density for each different material
		Field Density	ASTM D2922	As design by the Engineer	as necessary	determine the appropriate moisture and compaction density for each different material
		Base Material	Atterburg Limits	As design by the Engineer	1 per project	determine liquid limits and plasticity index
		Moisture Density	Tex 114E	As design by the Engineer	as necessary	
		Soil Cement	Tex 121 E	project samples at locations designed by engineer	as necessary	determine liquid limits and plasticity index in specific locations
		Wet Ball Mill Method Tex	Tex-116-E	As design by the Engineer	as necessary	determine moisture and optimum moisture and percent compaction

MATERIAL OR PRODUCT		TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING	FREQUENCY OF SAMPLING	REMARKS
FLEXBASE AND TREATED FLEX ASE	Complete Mixture	Determining Liquid Limits of Soils	Tex-104-E	As design by the Engineer	as necessary	determine liquid limits
		Determining Plastic Limits of Soils	Tex-105-E	As design by the Engineer	as necessary	determine plasticity index
		Moisture Density Relationship of Base Materials (includes Lined)	Tex-113-E	As design by the Engineer	as necessary	determine the appropriate moisture density for each different material
		Field Density	ASTM D2922	As design by the Engineer	as necessary	determine the appropriate moisture and compaction density for each different material
		Wet Ball Mill Method Tex	Tex-116-E	As design by the Engineer	as necessary	determine moisture and optimum moisture and percent compaction

MATERIAL OR PRODUCT		TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING	FREQUENCY OF SAMPLING	REMARKS
HOT MIX	Complete Mixture	Asphalt Thickness		As design by the Engineer	as necessary	determine pavement thickness
		Density compaction	Tex-207-E	As design by the Engineer	as necessary	determine compaction

SASCOM, INC.  
**HIDALGO COUNTY PRECINCT #4 BORDER COLONIA ACCESS PROGRAM ROUND 2**  
**VILLA DEL MUNDO**

Material Pier Base	Test	Description	Date	Remarks	Max Dry Density 114.1	Optimum Moisture 13	Result	Specifications Limits	Repeats	Reasons
1	Test 114E	Moisture Density	6/19/2007	Palm Circle North, Lane Traced Subgrade Base			41	40	PASSED	
2	Basic Material Report	Atterburn Limits	6/19/2007	Palm Circle North, Lane Traced Subgrade Base			11	12	PASSED	
1	ASTM D 2922 and ASTM D 3017	Field Density Test	6/26/2007	North Palm Circle St. 2+50 S N of Center Line	Moisture Content: 12.70%	Optimum Moisture 13.00%	Repeats PASSED	Percent Compaction 95.60%	PASSED	Reasons FAIL
2	ASTM D 2922 and ASTM D 3017	Field Density Test	6/26/2007	North Palm Circle St. 3+100 S S of Center Line	13.10%	13.00%	PASSED	96.10%	PASSED	
3	ASTM D 2922 and ASTM D 3017	Field Density Test	6/26/2007	North Palm Circle St. 9+00 F N of Center Line	11.70%	13.00%	PASSED	96.80%	PASSED	
4	ASTM D 2922 and ASTM D 3017	Field Density Test	6/26/2007	Robando Street St. 2+75 F E of Center Line	12.00%	13.00%	PASSED	99.40%	PASSED	
5	ASTM D 2922 and ASTM D 3017	Field Density Test	6/26/2007	South Palm Circle St. 6+00 S N of Center Line	13.10%	13.00%	PASSED	96.50%	PASSED	
6	ASTM D 2922 and ASTM D 3017	Field Density Test	6/26/2007	South Palm Circle St. 9+50 S of Center Line	13.60%	13.00%	PASSED	96.00%	PASSED	
7	ASTM D 2922 and ASTM D 3017	Field Density Test	6/26/2007	South Palm Circle St. 2+75 S S of Center Line	12.80%	13.00%	PASSED	93.90%	PASSED	
1		Concrete Field Report	6/30/2007	East Curb of Robando Street						
1	ASTM Tensile Standards 6" Spec	Concrete Compressive Strength	6/30/2007	East Curb	Age 7 Days	Max Load (lbs.) 70195	Compressive Strength (psi) 7483	Type of Fracture (A,B,C,D or E) A	% of Design 63%	
1	ASTM D 2922 and ASTM D 3017	Field Density Test	7/9/2007	North Palm Circle St. 2+50 S N of Center Line	Moisture Content 13.30%	Optimum Moisture 13.00%	Repeats PASSED	Percent Compaction 96.60%	PASSED	Reasons PASSED
2	ASTM D 2922 and ASTM D 3017	Field Density Test	7/9/2007	North Palm Circle St. 9+50 S S of Center Line	14.50%	13.00%	PASSED	98.00%	PASSED	
1		Summary of Asphalt Rolling Process	7/12/2007	Robert Dr. Approx. 251.5 S of Palm Circle South Bound Lane	Density % 83.70	Air Voids % 6.30				
2		Summary of Asphalt Rolling Process	7/12/2007	Robert Dr. Approx. 1027 N of Palm Circle South Bound Lane	84.10	5.80				
3		Summary of Asphalt Rolling Process	7/12/2007	Robert Dr. Approx. 2007 N of Palm Circle South Bound Lane	82.90	7.10				



Form 252 (Rev. 12/82)  
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(GSD-EPC Word 97)

# Contract Time Statement

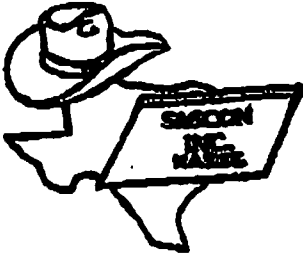
ESTIMATE NO. 2 CONTRACTOR Sascon Inc  
 PROJECT NO. 2C1080-785 COUNTY Hidalgo DATE WORK BEGAN 04/02/2007  
 TIME COMPUTED FROM 06/01/2007 DATE WORK COMPLETED 06/30/2007

MONTH	DATE OR DAYS	WORKING DAYS CHARGED	DAYS CREDITED AND REASONS THEREFORE	
June	1	0	0	
	2	0	0	
	3	0	0	
	4	0	0	
	5	0	0	
	6	0	0	
	7	0	0	
	8	0	0	
	9	0	0	
	10	0	0	
	11	0	0	
	12	0	0	
	13	0	0	
	14	0	0	
	15	0	0	
	16	0	0	
	17	0	0	
	18	0	0	
	19	0	0	
	20	0	0	
	21	0	0	
	22	0	0	
	23	1	1	compacted caliche
	24	1	1	compacted caliche
	25	1	1	compacted caliche
	26	1	1	compacted caliche
	27	1	1	compacted caliche
	28	1	1	compacted caliche
	29	0	0	
	30	0	0	
	31	0	0	
TOTALS		0	6	6

NO. OF CONTRACT WORKING DAYS 120 NO. WORKING DAYS CHARGED TO DATE 6  
 ASSESSED LIQUIDATED DAMAGES: NO. \_\_\_\_\_ PER DAY \$ \_\_\_\_\_ TOTAL \$ 0.00  
 CERTIFIED AS CORRECT (ONE COPY HAS BEEN GIVEN TO THE *[Signature]*  
 RESIDENT ENGINEER

INSTRUCTIONS: PROJECT IDENTIFICATION SHOULD COVER CONTRACT. TIME CREDITED AND REASONS THEREFORE MUST CONFORM TO PROVISIONS OF CONTRACT. NO HOLIDAY CREDIT ALLOWED FOR DAYS PRECEDING OR FOLLOWING LEGAL HOLIDAYS. TIME SUSPENDED AND RESUMED MUST BE SUPPORTED BY COPY EACH OF LETTERS TO CONTRACTOR DATED ON OR BEFORE EFFECTIVE DATES. TIME EXTENSION MUST BE INDICATED AND REFERENCED TO RELATED PROVISION OF CONTRACT. SEE BOOKLET OF INSTRUCTIONS, CONSTRUCTION ESTIMATES DATED SEPTEMBER 1, 1980





**SASCON INC.**

5200 N. 26th Lane  
McAllen, Texas 78504  
Phone: (956) 682-3454  
Fax: (956) 682-2542

- ▶ Paving
- ▶ Excavation
- ▶ Trucking
- ▶ Equipment

TO: HIDALGO COUNTY PCT. 4 C/O J.E. SAENZ ENGINEERS

PROJECT: VILLA DEL MUNDO © CAP 071020207 CSJ 2C1080482  
PAYMENT REQUEST NO: #2-~~XXXX~~ Next to Retainage

PERIOD: 7/27/07

**STATEMENT OF CONTRACT ACCOUNT:**

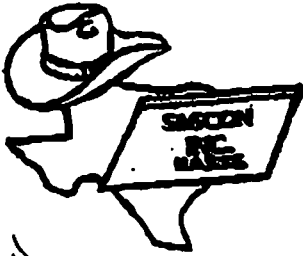
1. Original Contract Amount	\$278,079.00
2. Approved Change Order Numbers	
3. Adjusted Contract Amount	\$278,079.00
4. Value of work Completed to Date	\$278,079.00
5. Value of Approved C/O Complete	\$0.00
6. Materials Stored On Site	\$0.00
7. Total To Date	\$278,079.00
8. Retainage ( 5% )	\$13,903.95
9. Total Less Retainage	\$264,175.05
10. Total Previously Certified (Deduct)	\$138,950.00
11. Amount Due This Request	\$125,225.05

**CERTIFICATE OF THE CONTRACTOR:**

I hereby certify that the work performed and the materials supplied to date, as shown on the above, represent the actual value of accomplishment under the terms of the contract (and all authorized changes therer (o) between the undersigned and SASCON, INC. relating to the above mentioned project.

I also certify that payments have been made through the period covered by previous payments received for all materials and labor used in or in connection with the performance of this Contract. I further certify I have complied with Federal, State, and Local, tax laws, including Social Security Laws and Unemployment Compensations Laws and Workman's Compensation in so far as applicable to the performance of this Contract.

Approved By: [Signature]  
Contractor [Signature] Engineer [Signature]



**SASCON INC.**

5200 N. 26th Lane  
 McAllen, Texas 78504  
 Phone: (956) 682-3454  
 Fax: (956) 682-2542

- ▶ Paving
- ▶ Excavation
- ▶ Trucking
- ▶ Equipment

CAP 071020207 CSI 2C108041

DATE: 7/27/2007  
 JOB # \_\_\_\_\_

PAYMENT  
 REQUEST  
2ND & FINAL

PROJECT NAME: VILLA DEL MUNDO  
 LOCATION: \_\_\_\_\_

7 87-1391

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL	AMOUNT DUE	%	BALANCE TO FINISH
	TRENCH EXCAVATION PROTECTION	LF	1972	3.00	\$ 5,916.00	\$5,916.00	100%	\$296
	18" RCP STORM DRAIN	LF	288	30.00	\$ 8,640.00	\$8,640.00	100%	\$432
	24" RCP STORM DRAIN	LF	1684	38.00	\$ 63,992.00	\$63,992.00	100%	\$3,200
	6' X 4' TYPE A INLET (REMOVE)	EA	2	800.00	\$ 1,600.00	\$1,600.00	100%	\$80
	6' X 4' TYPE A INLET (INSTALL)	EA	4	2300.00	\$ 9,200.00	\$9,200.00	100%	\$460
	48" CONCRETE MANHOLE	EA	4	2900.00	\$ 11,600.00	\$11,600.00	100%	\$580
	PRE PRIGHT OF WAY	STA	35.39	500.00	\$ 17,695.00	\$17,695.00	100%	\$885
	6" ROAD GRADER WORK	TON	2751	6.00	\$ 16,506.00	\$16,506.00	100%	\$825
	6" FLEX BASE	CY	1771	16.00	\$ 28,336.00	\$28,336.00	100%	\$1,417
	LIME TREATMENT	TON	62	140.00	\$ 8,680.00	\$8,680.00	100%	\$434
	1 1/2" HMAC	SY	10619	7.00	\$ 74,333.00	\$74,333.00	100%	\$3,717
	18" X 12" CURB & GUTTER (REMOVE)	LF	220	2.00	\$ 440.00	\$440.00	100%	\$22
	18" X 12" CURB & GUTTER (INSTALL)	LF	220	8.00	\$ 1,760.00	\$1,760.00	100%	\$88
	18" RCP STORM DRAIN (REMOVE)	LF	32	10.00	\$ 320.00	\$320.00	100%	\$16
	TEMP SEDMT CONTROL FENCE (INSTALL)	LF	345	8.00	\$ 2,760.00	\$2,760.00	100%	\$138
	TEMP SEDMT CONTROL FENCE (REMOVE)	LF	345	2.00	\$ 690.00	\$690.00	100%	\$35
	MC 30	GAL	2125	3.00	\$ 6,375.00	\$6,375.00	100%	\$319
	MOBILIZATION	LS	1	3000.00	\$ 3,000.00	\$3,000.00	100%	\$151
	BARRICADES ETC	MO	3	2200.00	\$ 6,600.00	\$6,600.00	100%	\$331
	TURNOUTS	EA	2	600.00	\$ 1,200.00	\$1,200.00	100%	\$61
	CEMENT FOR SUBGRADE	TON	57	148.00	\$ 8,436.00	\$8,436.00	100%	\$425
	<b>Total</b>				<b>\$278,079.00</b>	<b>\$278,079</b>	<b>100%</b>	<b>\$13,903.9</b>

ORIGINAL CONTRACT AMOUNT	\$	<u>278,079.00</u>
APPROVED CHANGE ORDER	\$	<u>0.00</u>
NEW CONTRACT AMOUNT	\$	<u>278,079.00</u>
TOTAL WORK COMPLETED TO DATE	\$	<u>278,079.00</u>
LESS RETAINAGE (5%)	\$	<u>13,903.95</u>
LESS PREVIOUS PAYMENT	\$	<u>138,950.00</u>
TOTAL AMOUNT DUE THIS PAYMENT	\$	<u>125,225.05</u>

AUG-14-2007 11:16

97%

P.03

**PROGRESS ESTIMATE**

Project: Villa DEL Mundo

Project No.: CAP 071020207 Estimate No. 4  
For Period From 6/23/07 To 7/27/07

Notice to Proceed Date: Feb 25, 2007  
Contract Completion Date: \_\_\_\_\_  
Approved Time Extensions: \_\_\_\_\_  
Revised Contract Completion Date: \_\_\_\_\_

Contract Date: Feb 20, 2007  
Original Contract Amount: \$ 976,849.00  
Revised Contract Amount: \$ \_\_\_\_\_

TOTAL AMOUNT WORK DONE TO DATE: \$ 278,079.00

Less Amount Retained: ( \$13,903.95 )  
Less Previous Payments: ( \$138,950.00 )

AMOUNT DUE CONTRACTOR: \$ 125,225.05

Owner: Hidalgo County

Contractor: Sascon Inc.

**CERTIFICATE OF THE CONTRACTOR OR HIS DULY AUTHORIZED REPRESENTATIVE**

To the best of my knowledge, I certify that all times, quantities and prices of work and materials shown on the face of this estimate are correct; that all work has been performed and materials supplied in full accordance with the terms and conditions of the corresponding construction contractual documents between the Owner and the Contractor, including all changes authorized thereto; that the foregoing is a true and correct statement of the contract amount up to and including the last day of the period covered by this estimate and that no part of the "AMOUNT DUE CONTRACTOR" has been received.

I further certify that all just and lawful bills against the below named Contractor, for labor, material and expendable equipment employed in the performance of said contract have been paid in full accordance with the Contract requirements.

DATE: 8-22-07 BY: [Signature] TITLE: [Signature]

**CERTIFICATE OF ENGINEER'S REPRESENTATIVE**

I certify that a qualified project representative was present on the project on a continual basis to observe construction and that all materials and work included in this statement have been performed in general accordance with the construction plans and specifications and authorized changes thereto. I further certify that I have verified this estimate and that, to the best of my knowledge and belief, it is a true and correct statement of work performed and materials supplied by the Contractor, that the amount due him is correct and just.

PROJECT MANAGER: [Signature] DATE: 8/22/07

OWNER'S ACCEPTANCE: \_\_\_\_\_ DATE: \_\_\_\_\_

PARTIAL/FINAL WAIVER OF LEIN

THE STATE OF TEXAS

COUNTY OF Hidalgo

The undersigned contracted with Hidalgo County  
to furnish Labor, Material and Equipment  
in connection with certain improvements to real property located in Hidalgo County  
County, Texas, and owned by Hidalgo County  
Which improvements are described as follows:

Paving And Drainage Improvements

In consideration of Pay Estimate No. 4 in the amount of One Hundred and Twenty-Five Thousand Two Hundred and Twenty Five and 5/00 DOLLAR (\$ 125,225.05 ) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

Sascon Inc.  
CONTRACTOR

By: [Signature] Pres.  
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 22 day of August, 2007, to certify which witness my hand and seal of office.

[Signature]  
NOTARY PUBLIC in and for the State of Texas

My Commission Expires:  
5/10/2009



**STATEMENT OF COMPLIANCE**

Date 7/30/2007

I, SYLVIA L. GUTIERREZ MEMBER do hereby state:  
(Name of Signatory Party) (Title)

(1) That I pay or supervise the payment of the persons employed by Total Commitment, LLC on VILLA DEL MUNDO  
(Subcontractor)  
that during the payroll period commencing on the 1ST day of JUNE, 2007 & ending the 31st day of JULY, 2007,  
all persons employed on said project have been paid the full weekly wages earned that no rebates have been or will be made  
either directly or indirectly to or on behalf of Total Commitment, LLC from the full weekly wages earned by any person  
(Subcontractor)  
and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permi-  
sable deductions as defined in Regulations, Part 3(29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act,  
as amended (48 Stat. 948, 63 Stat. 108, 72 Stat.967; 76stat. 357; 40 U.S.C. 276c), and described below:

NONE

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete;  
that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage  
determination incorporated into the contract; that the classifications set forth herein for each laborer or mechanic conform with  
the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fied apprenticeship program registered  
with a State Apprenticeship agency recognized with the Bureau of Apprenticeship and Training, United States Department of  
Labor.

(4) That:

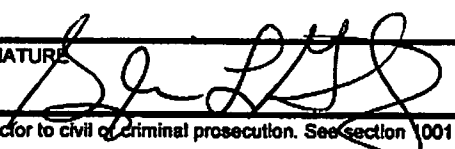
(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll payments of  
fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees,  
except as noted in Section 4 (c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

Each Laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than  
the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except  
as noted in section 4 (c) below.

(c) EXCEPTIONS

EXCEPTIONS ( CRAFT)	
REMARKS	
N/A	
NAME AND TITLE	SIGNATURE
SYLVIA L. GUTIERREZ MEMBER	
The wilful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution. See section 1001 of title 18 and section 231 of title 31 of the United States code.	

# MONTHLY EMPLOYMENT UTILIZATION REPORT

**TO:** HIDALGO COUNTY **FROM:** TOTAL COMMITMENT, LLC  
**NAME OF CITY/COUNTY** **NAME OF CONSTRUCTION CONTRACTOR**  
11435 N. BRYAN RD.  
**NAME OF PROJECT:** MISSION, TEXAS 78573  
**VILLA DEL MUNDO** **ADDRESS OF CONTRACTOR**  
956-221-4404  
**PROJECT NUMBER:** \_\_\_\_\_ **PHONE NO. OF CONTRACTOR**

**REPORTING PERIOD:** 6/30/2007

**PERCENTAGE OF PROJECT COMPLETION:** 60%

CLASSIFICATION	WORK HOURS OF EMPLOYMENT							LOW INCOME	TEMP	FULL-
	TOTAL	BLACK	HISPANIC	ASIAN/PACIFIC	FEMALE	HANDICAPPED	VIETNAM/VET	SEC.3 RESID.		TIME
<b>CRAFT WORKER</b> Permanent	8	0	8	0	0	0	0	0	1	7
<b>CRAFT WORKER</b> New Employee		0	0		0	0	0	0	0	0
<b>LABORER</b> Permanent	1	0	1		0	0	0	0	0	1
<b>LABORER</b> New Employee	0	0	0		0	0	0	0	0	0
<b>APPRENTICE</b> Permanent	0	0	0		0	0	0	0	0	0
<b>APPRENTICE</b> New Employee	0	0	0		0	0	0	0	0	0
<b>TOTALS</b>	9	0	9	0	0	0	0	0	1	8

PERCENT OF MINORITY EMPLOYEES ON PROJECT	<u>100%</u>
PERCENT OF FEMALE EMPLOYEES ON PROJECT	<u>0</u>
PERCENT OF LOW INCOME/SEC.3 RESIDENTS ON PROJECT	<u>0</u>
PERCENT OF HANDICAPPED EMPLOYEES ON PROJECT	<u>0</u>
PERCENT OF VIETNAM VETERANS ON PROJECT	<u>0</u>

 **MEMBER** 7/30/2007  
 SIGNATURE AND TITLE OF COMPANY OFFICIAL COMPLETING REPORT DATE SIGNED