



AIA Document G702™ - 1992

Application and Certificate for Payment

TO OWNER: County of Hidalgo
100 E. Cano
2nd Floor
Edinburg, Tx 78539

PROJECT: County of Hidalgo Pet 2 Multi-Purpose Facility
1429 S. Tower Road
Alamo, Tx 78516

FROM: Rio Valley Construction, Inc.
CONTRACTOR: 4124 N. Taylor Road
McAllen, Tx 78504

VIA ARCHITECT: Reynaldo Vargas, Archieve, Inc. dba V.A. Architecture, Professional Corp.
2029 Industrial Drive
McAllen, Tx 78504

APPLICATION NO: 2
PERIOD TO: 11/30/2007

CONTRACT FOR: General Construction
CONTRACT DATE: 09/11/2007
PROJECT NOS: C-07042A / 09 / 25
PO # 592311

Distribution to:
OWNER:
ARCHITECT:
CONTRACTOR:
FIELD:
OTHER:

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.

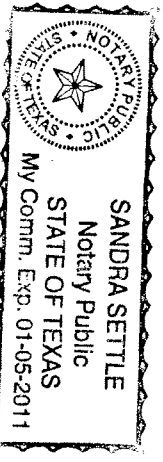
- 1. ORIGINAL CONTRACT SUM \$ 1,468,000.00
- 2. Net change by Change Orders \$ 0.00
- 3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 1,468,000.00
- 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 173,684.21
- 5. RETAINAGE:
 - a. 5% of Completed Work \$ 8,684.21
(Column D + E on G703)
 - b. 0% of Stored Material \$ 0.00
(Column F on G703)
- Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 8,684.21
- 6. TOTAL EARNED LESS RETAINAGE \$ 165,000.00
(Line 4 Less Line 5 Total)
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 49,244.20
(Line 6 from prior Certificate)
- 8. CURRENT PAYMENT DUE \$ 115,755.80
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 1,303,000.00
(Line 3 less Line 6)

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: Rio Valley Construction, Inc.
By: *[Signature]*
State of: Texas - Myrtle Ernestine Jones
Date: 11/30/2007

County of: Hidalgo
Subscribed and sworn to before me this 30 day of November 2007
Notary Public: Sandra Settle
My Commission expires: 01/05/2011



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 \$ 115,755.80
The amount certified differs from the amount applied. Initial all figures on this Continuation Sheet that are changed to conform with the amount certified.)

AMOUNT CERTIFIED: \$ 115,755.80
By: *[Signature]*
Date: 11-30-07

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AIA Document G703™ - 1992

Continuation Sheet

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

APPLICATION NO: 3
 APPLICATION DATE: 11/30/2007
 PERIOD TO: 11/30/2007
 ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			D FROM PREVIOUS APPLICATION (D + E)	E THIS PERIOD				
1.01.000	Mobilization	37,000.00	7,400.00	7,400.00		14,800.00	22,200.00	740.00
1.02.000	Betterment Allowance	10,000.00					10,000.00	
1.03.000	Landscape Allowance	5,000.00					5,000.00	
1.04.000	Structural Steel Allowance	2,000.00					2,000.00	
1.05.000	HVAC Allowance	2,000.00					2,000.00	
1.06.000	Plumbing Allowance	2,000.00					2,000.00	
1.07.000	Electrical Allowance	2,000.00					2,000.00	
1.08.000	Dirtwork	48,300.00	44,436.00			44,436.00	3,864.00	2,221.80
1.09.000	Concrete Foundation	87,800.00		83,913.21		83,913.21	3,886.79	4,195.66
1.10.000	Concrete Columns	14,400.00					14,400.00	
1.11.000	Concrete Walks	12,700.00					12,700.00	
1.12.000	Masonry	209,600.00		8,384.00		8,384.00	201,216.00	419.20
1.13.000	Structural Steel	132,800.00					132,800.00	
1.14.000	Millwork	26,400.00					26,400.00	
1.15.000	Roofing	153,800.00					153,800.00	
1.16.000	Flashing & Dampproofing	10,800.00					10,800.00	
1.17.000	Cavity Insulation	5,400.00					5,400.00	
1.18.000	Waterproofing	2,400.00					2,400.00	
1.19.000	HM Doors & Frames	17,300.00					17,300.00	
1.20.000	Wood Doors	13,700.00					13,700.00	
1.21.000	Finish Hardware	22,900.00					22,900.00	
1.22.000	Glass & Glazing	27,400.00					27,400.00	
1.23.000	Plaster	23,100.00					23,100.00	
1.24.000	Drywall & Metal Studs	41,200.00					41,200.00	
1.25.000	Acoustical Ceilings	28,900.00					28,900.00	

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.



AIA[®] Document G703[™] - 1992

Continuation Sheet

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

APPLICATION NO: 11/30/2007
 APPLICATION DATE: 11/30/2007
 PERIOD TO:
 ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
1,26,000	Ceramic Tile	20,800.00				20,800.00	20,800.00	
1,27,000	Resilient Flooring	28,800.00				28,800.00	28,800.00	
1,28,000	Painting	39,500.00				39,500.00	39,500.00	
1,29,000	Visual Display Boards	4,000.00				4,000.00	4,000.00	
1,30,000	Toilet Partitions	11,900.00				11,900.00	11,900.00	
1,31,000	Flagpole	1,700.00				1,700.00	1,700.00	
1,32,000	Signage	4,200.00				4,200.00	4,200.00	
1,33,000	Fire Extinguishers	1,600.00				1,600.00	1,600.00	
1,34,000	Folding Partition	9,600.00				9,600.00	9,600.00	
1,35,000	Toilet Accessories	5,800.00				5,800.00	5,800.00	
1,36,000	Projection Screens	6,000.00				6,000.00	6,000.00	
1,37,000	Plumbing	89,600.00		17,024.00		17,024.00	72,576.00	851.20
1,38,000	Fire Sprinkler System	28,500.00				28,500.00	28,500.00	
1,39,000	H.V.A.C.	106,200.00				106,200.00	106,200.00	
1,40,000	Electrical	170,900.00		5,127.00		5,127.00	165,773.00	256.35
Totals		1,468,000.00	51,836.00	121,848.21		173,684.21	1,294,315.79	8,684.21

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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BEFORE ME, the undersigned authority, on this day personally appeared, Jimmy K. Jones, President, FROM RIO VALLEY CONSTRUCTION INC., who being duly sworn, upon his/her oath, declares and acknowledges as follows:

In accordance with §9.3.1 of AIA Document A201, General Conditions of the Contract for Construction, Rio Valley Construction, Inc. certifies that there are no known mechanic's, materialman's or laborers' liens or claims, or any other liens or claims, legal or equitable, contractual, statutory, or constitutional, outstanding or known to exist at the date of this Application #1; all due and payable bills with respect to the WORK have been paid to date or are included in the amount requested in the current Application and there is no known basis for the filing of any mechanics', materialman's or laborer's lien or claim, or any other lien or claim, legal or equitable, contractual, statutory, or constitutional, on the WORK; and waivers and releases from all Subcontractors, laborers, and materialmen for WORK done and materials furnished have been obtained in such form as to constitute an effective waiver and release of all such liens and claims under the laws of the state within which the Project is located.

EXECUTED this 29th day of November, 2007.

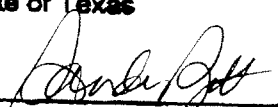
By: 
Jimmy K. Jones

Title: President

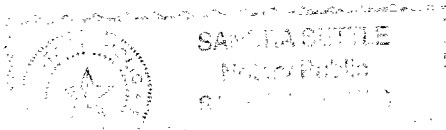
SUBSCRIBED AND SWORN TO before me by the said Jimmy K. Jones, President of Rio Valley Construction, Inc. this 29th day of November, 2007, to certify which witness my hand and seal of office.

Seal:

NOTARY PUBLIC in and for
The State of Texas


Sandra Settle

My Commission Expires on 01/05/11



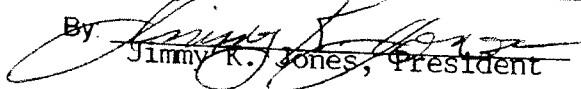
GENERAL CONTRACTOR'S
AFFIDAVIT AND PARTIAL WAIVER OF LIEN # 2

THE STATE OF TEXAS COUNTY OF HIDALGO

BEFORE ME, the undersigned authority on this day personally appeared, Jimmy K. Jones,
President, who being duly sworn, upon his/her oath,
declares and acknowledges as follows:

1. I am a duly authorized of Rio Valley Construction, Inc.
(the "General Contractor")
2. Pursuant to an agreement between Hidalgo County and the General Contractor,
materials have been supplied and/or labor has been performed in connection the
construction of the project upon certain real property owned by the Owner in
Hidalgo County, Texas. Said project are more particularly described as **County
of Hidalgo Precinct 2 Multi-Purpose Facility in Partnership with the County
of Hidalgo Urban County Program and Hidalgo County WIC Program
Alamo, Texas**
3. In consideration of and conditioned upon receipt of payment through _____
November 30, 2007 from the Owner,
Rio Valley Construction, Inc. hereby waives and releases any and all
liens, rights and interests under the constitution and statutes of the State of
Texas, for any labor and/or materials supplied to the Project, as of the date
stated above.
4. Rio Valley Construction, Inc. certifies that the Work covered by this
Application for Payment has been completed in accordance with the Contract
Documents, and should any deviations from the contract documents, be found at
any time, General Contractor holds the Owner, the Architect, and Engineers
harmless.

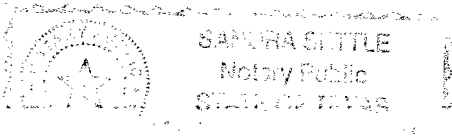
EXECUTED this 29 day of November, 2007.

By 
Jimmy K. Jones, President

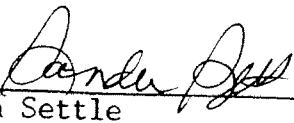
Title: President

SUBSCRIBED AND SWORN TO before me by the said Jimmy K. Jones, President
of Rio Valley Construction, Inc. this 29 day of November, 2007, to
certify which witness my hand and seal of office.

Seal



NOTARY PUBLIC in and for
The State of Texas

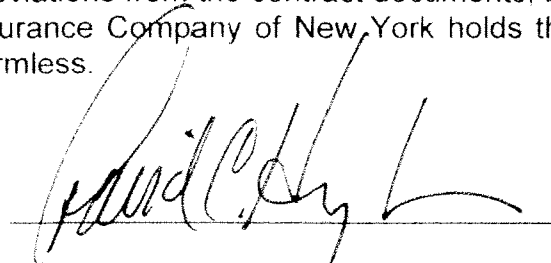

Sandra Settle

My Commission Expires on 01/05/11

November 29, 2007

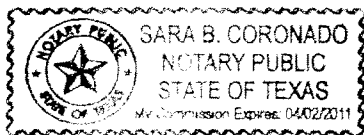
This is to confirm that we have reviewed the Application for Payment No. 2 submitted by Rio Valley Construction, Inc., the Contractor for the County of Hidalgo Precinct 2 Multi-Purpose Facility in Partnership with the County of Hidalgo Urban County Program and Hidalgo County WIC Program, and that we approve, without reservation, of the payment of the requested funds to the Contractor by Hidalgo County.


Great American Insurance Company of New York certifies that the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, and should any deviations from the contract documents, be found at any time, Great American Insurance Company of New York holds the Owner, the Architect, and Engineers harmless.



Print Name: David C. Hughston
Name of Surety: Great American
Insurance of New York

This instrument was acknowledged before me, the undersigned authority by David C. Hughston on the 29th day of November, 2007.




Notary Public for the State of Texas
Commission Expires: 4/2/2011

GREAT AMERICAN INSURANCE COMPANY OF NEW YORK

New York

Administrative Office: 580 WALNUT STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than FIVE

No. 0 15621

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY OF NEW YORK, a corporation organized and existing under and by virtue of the laws of the State of New York, does hereby nominate, constitute and appoint the person or persons named below its true and lawful attorney-in-fact, for it and in its name, place and stead to execute in behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
RAY HUGHSTON	PEGGY GONZALEZ	ALL OF
CHRIS HUGHSTON	MARY EDWARDS	BROWNSVILLE, TEXAS
DAVID C. HUGHSTON		\$75,000,000

This Power of Attorney revokes all previous powers issued in behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF, the GREAT AMERICAN INSURANCE COMPANY OF NEW YORK has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 13th day of June, 2006.

Attest

GREAT AMERICAN INSURANCE COMPANY OF NEW YORK

DAVID C. KITCHIN (513-412-4602)

STATE OF OHIO, COUNTY OF HAMILTON-ss:

On this 13th day of June, 2006, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is the Divisional Senior Vice President of the Bond Division of Great American Insurance Company of New York, the Company described in and which executed the above instrument; that he knows the seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company of New York by unanimous written consent dated July 27, 1995.

RESOLVED: That the Division President, the several Division Vice Presidents and Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-In-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract or suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, RONALD C. HAYES, Assistant Secretary of Great American Insurance Company of New York, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of July 27, 1995 have not been revoked and are now in full force and effect.

Signed and sealed this _____ day of _____

**SUBCONTRACTOR'S
AFFIDAVIT AND PARTIAL WAIVER OF LIEN # 1**

THE STATE OF TEXAS COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared, J.A. Jackson, who being duly sworn, upon his/her oath, declares and acknowledges as follows:

1. I am a duly authorized of J & J Elec. Inc. (the "Subcontractor/Materialmen")
2. Pursuant to an agreement between Rio Valley Condo's and the Subcontractor/Materialmen, materials have been supplied and/or labor has been performed in connection the construction of the project upon certain real property owned by the Owner in Hidalgo County, Texas. Said project are more particularly described as the **County of Hidalgo Precinct 2 Multi-Purpose Facility in Partnership with the County of Hidalgo Urban County Program and Hidalgo County WIC Program Alamo, Texas**
3. In consideration of and conditioned upon receipt of payment through 11/25 Condo's 2007 from Rio Valley Subcontractor / Materialmen hereby waives and releases any and all liens, rights and interests under the constitution and statutes of the State of Texas for any labor and/or materials supplied to the Project, as of the date stated above

EXECUTED this 29 day of Nov, 2007.

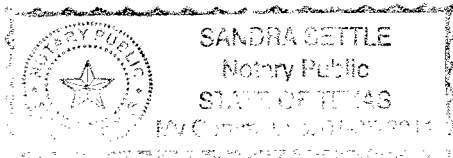
By: J.A. Jackson

Title: V.P.

SUBSCRIBED AND SWORN TO before me by the said J.A. Jackson of J & J Electric, Inc. this 29 day of Nov, 2007, to certify which witness my hand and seal of office.

Seal:

NOTARY PUBLIC in and for
The State of Texas



Sandra Gettle

My Commission Expires on 1-5-2011

**SUBCONTRACTOR'S
AFFIDAVIT AND PARTIAL WAIVER OF LIEN # 1**

THE STATE OF TEXAS COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared, Ovid Ivan Mata, who being duly sworn, upon his/her oath, declares and acknowledges as follows:

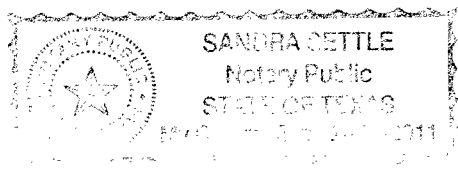
1. I am a duly authorized of Mata G. Construction, Inc. (the "Subcontractor/Materialmen")
2. Pursuant to an agreement between Rio Valley Construction, Inc. and the Subcontractor/Materialmen, materials have been supplied and/or labor has been performed in connection the construction of the project upon certain real property owned by the Owner in Hidalgo County, Texas. Said project are more particularly described as the **County of Hidalgo Precinct 2 Multi-Purpose Facility in Partnership with the County of Hidalgo Urban County Program and Hidalgo County WIC Program Alamo, Texas**
3. In consideration of and conditioned upon receipt of payment through Nov. 25 2007 from Rio Valley Construction, Inc. Subcontractor / Materialmen hereby waives and releases any and all liens, rights and interests under the constitution and statutes of the State of Texas, for any labor and/or materials supplied to the Project, as of the date stated above.

EXECUTED this 29 day of November, 2007

By: Ovid Ivan Mata
Title: President

SUBSCRIBED AND SWORN TO before me by the said Ovid Ivan Mata OF Mata G. Const. this 29 day of Nov, 2007, to certify which witness my hand and seal of office.

Seal:



NOTARY PUBLIC in and for
The State of Texas

Sandra Settle

My Commission Expires on 1-5-2011

**SUBCONTRACTOR'S
AFFIDAVIT AND PARTIAL WAIVER OF LIEN # L**

THE STATE OF TEXAS COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared, Nancy Madera, who being duly sworn, upon his/her oath, declares and acknowledges as follows:

1. I am a duly authorized of Payless Plumbing (the "Subcontractor/Materialmen")
2. Pursuant to an agreement between Rio Valley Const. and the Subcontractor/Materialmen, materials have been supplied and/or labor has been performed in connection the construction of the project upon certain real property owned by the Owner in Hidalgo County, Texas. Said project are more particularly described as the **County of Hidalgo Precinct 2 Multi-Purpose Facility in Partnership with the County of Hidalgo Urban County Program and Hidalgo County WIC Program Alamo, Texas**
3. In consideration of and conditioned upon receipt of payment through November 25, 2007 200 from _____ Subcontractor / Materialmen hereby waives and releases any and all liens, rights and interests under the constitution and statutes of the State of Texas, for any labor and/or materials supplied to the Project, as of the date stated above.

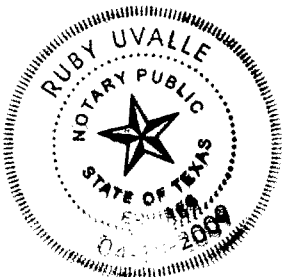
EXECUTED this 29 day of November, 2007

By: Nancy Madera

Title: Owner

Payless Plumbing seal of office. SUBSCRIBED AND SWORN TO before me by the said Nancy Madera OF this 29 day of November, 2007, to certify which witness my hand and

Seal:



NOTARY PUBLIC in and for
The State of Texas

Ruby Uvalle

My Commission Expires on 4-19-09

SUBCONTRACTOR'S
AFFIDAVIT AND PARTIAL WAIVER OF LIEN # 1

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared, Baldemar Salazar, who being duly sworn, upon his/her oath, declares and acknowledges as follows:

1. I am a duly authorized of Texas Commercial Masonry & Plaster, LLC (the "Subcontractor / Materialmen")
2. Pursuant to an agreement between Rio Valley Construction, Inc. and the Subcontractor / Materialmen, materials have been supplied and /or labor has been performed in connection the construction of the project upon certain real property owned by the Owner in Hidalgo County, Texas. Said project are more particularly described as the **County of Hidalgo Precint 2 Multi-Purpose Facility in Partnership with the County of Hidalgo Urban County Program and Hidalgo County WIC Program Alamo, Texas**
3. In consideration of the conditioned upon receipt of payment through November 27, 2007 from Rio Valley Construction Inc., Subcontractor / Materialmen hereby waives and releases any and all liens, rights and interest under the constitution and statutes of the State of Texas, for any labor and /or materials supplied to the Project, as of the date stated above.

EXECUTED this 27 day of November, 20 07.

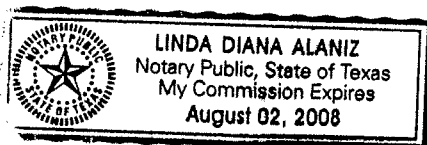
By: Baldemar Salazar

Title: OWNER

SUBSCRIBED AND SWORN TO before me by the said Baldemar Salazar of Texas Commercial Masonry & Plaster, LLC, this 27th day of Novemeber, 20 07, to certify which witness my hand and seal of office.

Seal:

NOTARY PUBLIC in and for
The State of Texas



[Signature]

My Commission Expires on 8/2/08