

**APPLICATION FOR PAYMENT NO. 1 (FINAL)**

To: Hidalgo County Precint #4 (OWNER)  
 From: S&G PAVING (CONTRACTOR)  
 Contract: C-CAP-07-001-02-07, CSJ-2C1080-482  
 Project: BORDER COLONIA ACCESS PROJECT - MORNINGSIDE ESTATES  
 OWNER's Contract No. C-CAP-07-001-02-07, ( ENGINEER's Project No. ENG. 04 033  
 For Work accomplished through the date of: 11/9/2007

1. Original Contract Price:		\$	44,381.40
2. Net change by Change Orders and Written Agreements (+ or -):		\$	2,586.35
3. Current Contract Price (1 plus 2):		\$	46,967.75
4. Total completed and stored to date:		\$	46,967.75
5. Retainage (per Agreement):			
<u>10</u> % of completed Work:	\$	4,696.78	
_____ % of stored material:	\$	-	
Total Retainage:		\$	4,696.78
6. Total completed and stored to date less retainage (4 minus 5):		\$	42,270.97
7. Less previous Application for Payments:		\$	-
8. <b>AMOUNT DUE THIS APPLICATION (6 MINUS 7):</b>		\$	<b>42,270.97</b>

Accompanying Documentation:

CONTRACTOR'S Certification:

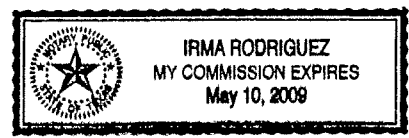
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for 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 12-13-07 S&G Paving Co  
 CONTRACTOR

By: [Signature] Vice President

State of Texas  
 County of Hidalgo  
 Subscribed and sworn to before me this 13  
 day of December 2007

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



Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 12/14/07 [Signature]  
 ENGINEER

By: \_\_\_\_\_

*Test Results  
 Payroll Report  
 Time Statement*



**Estimate Quantity Update Worksheet**

Date: 19-Nov-07

Colonia: Morningside Estates  
 Roadway: Morningside Estates  
 Control:  
 Project No: 2C1080-482  
 County: Hidalgo  
 Est. No:

Contractor: S&G Paving  
 Contract Price: \$44,381.40  
 Work Done this Mo.:  
 % Complete: 100.00%

Date Began: 3-Oct-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)
(901) ADMINISTRATIVE														
(902) PRELIMINARY ENGINEERING														
(903) CONSTRUCTION ENGINEERING														
(904) RIGHT-OF-WAY														
(905) ROADWAY CONSTRUCTION														
100	PREP ROW	Sta	3.87	\$500.00	\$1,935.00	3.87	4	\$1,935.00		0	\$0.00		0	\$0.00
110	BACKFILL (TY A)	Sta		\$0.00	\$0.00	0	0	\$0.00		0	\$0.00		0	\$0.00
152	8" ROAD GRADER WORK (DENS CONT.) SUBGRADE	TON	291	\$6.00	\$1,746.00	291	291	\$1,746.00		0	\$0.00		0	\$0.00
247	FLEX BASE (RDWY DEU)(TY D GR 8 CL 4)	C.Y.	187	\$25.00	\$4,675.00	287	287	\$7,175.00		0	\$0.00		0	\$0.00
247	FLEX BASE CALICHE	SY	397	\$6.20	\$2,481.40	397	397.000	\$2,481.40		0	\$0.00		0	\$0.00
260	LIME (TY A SLURRY) OR (TY B)	TON		\$0.00	\$0.00	0	0	\$0.00		0	\$0.00		0	\$0.00
260	LIME TREAT SUBGR (DC)(12")	SY		\$0.00	\$0.00	0	0	\$0.00		0	\$0.00		0	\$0.00
262	LIME (TY A SLURRY) OR (TY B)	TON		\$0.00	\$0.00	0	0	\$0.00		0	\$0.00		0	\$0.00
262	LME TRT FOR BS CRS (NEW/EXT BS)(DC)(6")	TON	7	\$175.00	\$1,225.00	0	0	\$0.00		0	\$0.00		0	\$0.00
262	ENI FOR BASE	S.Y.		\$1.50	\$0.00	1245	1245.000	\$1,867.50		0	\$0.00		0	\$0.00
262	ENI FOR FLEXBASE	S.Y.		\$1.50	\$0.00	1131.90	1131.900	\$1,697.85		0	\$0.00		0	\$0.00
275	CEMENT FOR SUBGRADE (ROAD MIXED)	TON	6	\$250.00	\$1,500.00	0	0	\$0.00		0	\$0.00		0	\$0.00
310	ASPH MATRL (MC-30)	GAL	206	\$3.00	\$618.00	206	206.000	\$618.00		0	\$0.00		0	\$0.00
340	1 1/2" ASPH CONC TY D	S.Y.	1029	\$7.00	\$7,203.00	1029	1029.000	\$7,203.00		0	\$0.00		0	\$0.00
500	MOBILIZATION	LS	1	\$6,000.00	\$6,000.00	1.00	1.0	\$6,000.00		0	\$0.00		0	\$0.00
502	BARRICADES, SIGNS, AND TRAF HANDLE	MO	1	\$2,000.00	\$2,000.00	1.00	1.0	\$2,000.00		0	\$0.00		0	\$0.00
529	CONC CURB AND GUTTER (TY A)(INSTALL)	LF	0	\$8.50	\$0.00	860	860.000	\$7,310.00		0	\$0.00		0	\$0.00
529	CONC CURB AND GUTTER (TY A)(REMOVE)	LF	0	\$2.00	\$0.00	0	0	\$0.00		0	\$0.00		0	\$0.00
530	TURNOUTS (ASPH CONC PAV)	EA	1	\$400.00	\$400.00	1	1.000	\$400.00		0	\$0.00		0	\$0.00
530	DRIVEWAYS (ASPH CONC PAV)	SY	382	\$17.00	\$6,154.00	382	382	\$6,154.00		0	\$0.00		0	\$0.00
644	SMALL RDSO SGN ASSM (TY A)	EA		\$0.00	\$0.00	0	0	\$0.00		0	\$0.00		0	\$0.00
644	SMALL RDSO SGN ASSM (TY F)	EA		\$0.00	\$0.00	0	0	\$0.00		0	\$0.00		0	\$0.00
658	DEL ASM TY A (D-SY)	EA		\$0.00	\$0.00	0	0	\$0.00		0	\$0.00		0	\$0.00
666	REFL PAV MRK TY I (Y)(SLD)(4")	LF		\$0.00	\$0.00	0	0	\$0.00		0	\$0.00		0	\$0.00
666	REFL PAV MRK TY I (Y)(BRK)(4")	LF		\$0.00	\$0.00	0	0	\$0.00		0	\$0.00		0	\$0.00
672	RAIS PAV MRK CL B (REFL)(TY II-A-A)	EA		\$0.00	\$0.00	0	0	\$0.00		0	\$0.00		0	\$0.00
3148	HOT MIX (TY D)	TON		\$0.00	\$0.00	0	0	\$0.00		0	\$0.00		0	\$0.00
5249	TEMP SEDMT CONT FENCE (INSTALL)	LF	56	\$8.00	\$448.00	0	0	\$0.00		0	\$0.00		0	\$0.00
5249	TEMP SEDMT CONT FENCE (REMOVE)	LF	56	\$8.00	\$336.00	0	0	\$0.00		0	\$0.00		0	\$0.00
(906) DRAINAGE														
402	TRENCH EXCAVATION PROTECTION	LF	0	\$3.00	\$0.00	0	0	\$0.00		0	\$0.00		0	\$0.00
464	RC PIPE (CL III)(15")	LF	320	\$24.00	\$7,680.00	0	0	\$0.00		0	\$0.00		0	\$0.00
464	RC PIPE (CL III)(18")	LF	0	\$30.00	\$0.00	0	0	\$0.00		0	\$0.00		0	\$0.00
464	RC PIPE (CL III)(18") REMOVE	LF	0	\$10.00	\$0.00	0	0	\$0.00		0	\$0.00		0	\$0.00
464	RC PIPE (CL III)(24")	LF	0	\$38.00	\$0.00	0	0	\$0.00		0	\$0.00		0	\$0.00
465	INLET (COMPL)(TY A) INSTALL	EA	0	\$2,300.00	\$0.00	0	0	\$0.00		0	\$0.00		0	\$0.00
465	INLET (COMPL)(TY A) REMOVE	EA	0	\$800.00	\$0.00	0	0	\$0.00		0	\$0.00		0	\$0.00
465	INLET (COMPL)(TY C)	EA		\$0.00	\$0.00	0	0	\$0.00		0	\$0.00		0	\$0.00
465	MANH (COMPL)(TYM)	EA	0	\$2,900.00	\$0.00	0	0	\$0.00		0	\$0.00		0	\$0.00
465	INLET EXT.	EA		\$0.00	\$0.00	0	0	\$0.00		0	\$0.00		0	\$0.00
467	SET (TY II)(RCP)(1:6)	EA		\$450.00	\$0.00	0	0	\$0.00		0	\$0.00		0	\$0.00
467	SET (TY II)(24")(RCP)(1:6)	EA		\$0.00	\$0.00	0	0	\$0.00		0	\$0.00		0	\$0.00
467	SPILLWAYS FOR DITCH	EA		\$2.00	\$0.00	200	200.000	\$400.00		0	\$0.00		0	\$0.00

Monthly Totals:	\$46,967.75	\$0.00	\$0.00
ADMINISTRATIVE (901)			
PRELIMINARY ENGINEERING (902)			
CONSTRUCTION ENGINEERING (903)			
RIGHT-OF-WAY (904)			
Roadway (903):	\$46,567.75	\$0.00	\$0.00
Drainage (904):	\$400.00	\$0.00	\$0.00

Total to Date

Roadway (903): \$46,567.75  
 Drainage (904): \$400.00  
 Total: \$46,967.75

Prepared and Checked By:

Signature: *[Handwritten Signature]*  
 Printed Name:

Date: 12/14/07

**S & G PAVING CO.  
PO BOX 279  
MISSION, TEXAS 78573**

**WARRANTY**

Date: November 9, 2007

Owner: Hidalgo County Pre # 4

Construction Contractor: S & G Paving Co. of the city of Mission state of Texas.

**PROJECT DESCRIPTION**

Construction of Mornigside Subdivision Paving Improvements

This is to certify that on November, 7 2007 a final inspection was made of the project.

The work to which this certificate has been inspected by Owner, Contractor, and Engineer. S & G Paving Co. has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date of November, 7 2007 as provided in said contract.....S & G Paving Co. warranty excludes remedy for damage or defect caused by abuse, modifications not executed by S & G Paving Co. improper or insufficient maintenance, improper operation.

**S & G Paving Co.**

By: 

Eddie Salinas: Vice-President





PARTIAL/FINAL WAIVER OF LEIN

THE STATE OF TEXAS

COUNTY OF Hidalgo

The undersigned contracted with Hidalgo County  
to furnish Labor, Equipment and Materials  
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. 1 in the amount of fourty six thousand nine hundred sixty seven dollars and seventy five cents DOLLAR (\$ 46,967.75 ) 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.

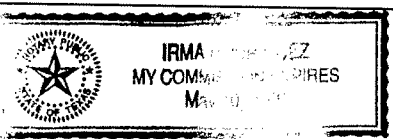
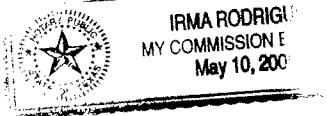
S&G Paving  
CONTRACTOR

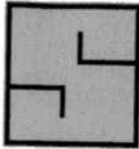
By: [Signature] Eddie Salinas  
TITLE Vice President

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 21 day of November, 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





**J.E. SAENZ & ASSOCIATES**  
 ENGINEERS • SURVEYORS • PLANNERS • CONSTRUCTION MANAGERS  
 GEOGRAPHICAL INFORMATION SYSTEMS • RIGHT OF WAY ACQUISITION

**LETTER OF TRANSMITTAL & RECEIPT**

TO: Agapito Vargas  
 HCCAP  
 301 E. State  
 Pharr, Texas 78577

FROM: Abel Vaquera

Project: Morningside Estates Subdivision      DATE: December 13, 2007

JES FILE No.: ENG. 04.033

WE ARE SENDING YOU       ATTACHED       Under separate cover mail delivery the following:

- Shop Drawings     Prints                       Plans     Bid Documents     Specifications  
 Correspondence     Change order     Contract Documents     Proposal

Other: Invoice #1 (final & Retainage), Asbuilts (Villa Del Mundo, Colonia Big 5)

THESE ARE TRANSMITTED as checked below:

- For approval               Approval as submitted               Resubmit \_\_\_\_ copies for approval  
 For your files               Approved as noted               Submit \_\_\_\_ copies for distribution  
 As requested               Returned for corrections               Return \_\_\_\_ corrected prints  
 For review/comment  Please Sign & Return  
 For payment               Other: \_\_\_\_\_

ITEMS SENT: 5 set of Morningside Estates Subdivision Invoice #1 (Final & Retainage), 1 set of Morningside Estates Subdivision Change Order #1, Asbuilts ( 2 set of Villa Del Mundo, 2 set of Colonia Big 5)

RECEIVED *Galie Jackson* DATE *12/13/07* TIME *10:15 AM*

COPIES:     FILE                                       OWNER