



## Hidalgo County Border Colonias Access Program

### MEMORANDUM

**TO:** Marty Salazar, Hidalgo County Purchasing Agent  
Attn: Laura R. Moya, HCCAP Buyer II

**CC:** Commissioner Hector "Tito" Palacios, Hidalgo County Precinct 2  
Charlie Contreras, Special Projects Manager  
Yoli Cisneros, Account Payable  
Rosanna Schettino, HCCAP Auditor  
HCCAP County Wide Files

**FROM:** Agapito Vargas, Jr., Hidalgo County BCAP Director

**DATE:** 23 January 2008

**Subject:** Commissioner's Court Agenda Item – Application for Payment No. 3(Final)  
LJ #1 Subdivision, CSJ: 2C1080365

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Marty, please place the above-subject item on Commissioner's Court for Tuesday, 29<sup>th</sup> January 2008.

Precinct 2 is requesting approval to pay Application for Payment No.3 (Final) for above-subject a Round II CAP Project in the amount of \$22,308.30. The contractor is J.M. Construction and the project is carried by R. Gutierrez Engineering, Inc.

The account number: 7-1311-431-00-122-365-0-733 & 734

Please verify that the account and other information is correct.

If you have any questions, please advice.

Thanks,

**Laura**

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**From:** Pete Vargas [agapito.vargas@co.hidalgo.tx.us]  
**Sent:** Wednesday, January 23, 2008 2:38 PM  
**To:** Laura Moya  
**Cc:** Charlie; Rossana Schettino; Yoli Cisneros  
**Subject:** agnda itm req for paymt 3, retainage and cert of compl LJ#1

Please place items in the agenda  
Thanks

**Agapito Vargas Jr.; Executive Director**  
**Hidalgo County Border Colonias Access Program**  
301 East State  
Pharr, TX 78589  
(956)787-1891 Office  
(956)207-9850 Cell  
(956)787-4683 FAX  
agapito.vargas@co.hidalgo.tx.us

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## R. Gutierrez Engineering Corporation

January 14, 2008

Mr. Agapito Vargas  
Colonia Access Program Executive Director  
Hidalgo County  
301 E. State  
Pharr, TX 78577

Subject: LJ Subdivision – Testing Requirements

Dear Mr. Vargas:

I have reviewed all testing requirements and frequencies for the project stated above and work done, as of November 20, 2007. All tests have met TxDOT requirements. Concrete curb and gutter testing reports from Raba-Kistner were according with plans and specifications. Testing reports on the asphalt paving were also in concurrence with plans and specifications.

Furthermore, please call me at our office number (956) 782-2557 if you have any other questions concerning to this matter.

Sincerely,



Luis J. Nava P.E.  
Senior Project Manager

cc: Hector "Tito" Palacios, Pct. 2 Commissioner

## APPLICATION FOR PAYMENT NO. 3 FINAL

To: HIDALGO COUNTY PRECINCT NO. 2 (OWNER)  
 From: JM Construction (CONTRACTOR)  
 Contract: C-CAP-07-011-04-10  
 Project: LJ #1 Subdivision  
 OWNER's Contract No. C-CAP-07-011-04-10 ENGINEER's Project No. ENG05.012g  
 For Work accomplished through the date of: 9-Jan-2008

1.	Original Contract Price:	\$	284,511.00
2.	Net change by Change Orders and Written Agreements (+ or -):	\$	(17,692.00)
3.	Current Contract Price (1 plus 2):	\$	266,819.00
4.	Total completed and stored to date:	\$	266,819.00
5.	Retainage (per Agreement):		
	10% of completed Work:	\$	26,681.90
	% of stored material:	\$	-
	Total Retainage:	\$	26,681.90
6.	Total completed and stored to date less retainage (4 minus 5):	\$	240,137.10
7.	Less previous Application for Payments:	\$	(217,828.80)
8.	Balance to Finish:	\$	-
9.	<b>AMOUNT DUE THIS APPLICATION (6 MINUS 7):</b>	<b>\$</b>	<b>22,308.30</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 3 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 9-Jan-08 JM Construction  
 CONTRACTOR

By: [Signature]

State of Texas  
 County of Hidalgo

Subscribed and sworn to before me this 15  
 day of January, 2008

Notary Public [Signature]  
 My Commission expires: 3-30-2011  


Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 9-Jan-08 R. GUTIERREZ ENGINEERING CORPORATION

By: [Signature] P.E. 1/15/08  
 ENGINEER

**APPLICATION FOR PAYMENT      RETAINAGE RELEASE**

To: HIDALGO COUNTY PRECINCT NO. 2 (OWNER)  
 From: JM Construction (CONTRACTOR)  
 Contract: C-CAP-07-011-04-10  
 Project: LJ #1 Subdivision  
 OWNER's Contract No. C-CAP-07-011-04-10 ENGINEER's Project No. ENG05.012g  
 For Work accomplished through the date of: 9-Jan-2008

1. Original Contract Price:	\$ 284,511.00
2. Net change by Change Orders and Written Agreements (+ or -):	\$ (17,692.00)
3. Current Contract Price (1 plus 2):	\$ 266,819.00
4. Total completed and stored to date:	\$ 266,819.00
5. Retainage (per Agreement):	
Penalties for construction delays	
Total Retainage:	<b>587180</b>
6. Total completed and stored to date less retainage (4 minus 5):	7-1311-206-00-000-004-0-000
7. Less previous Application for Payments:	<b>REQ. #112979</b>
8. TOTAL RETAINAGE DUE	\$ (240,137.10)
9. LESS PENALTIES FOR CONSTRUCTION DELAYS	\$ 28,681.90
10. AMOUNT DUE THIS APPLICATION (RETAINAGE DUE LESS CONSTRUCTION PENALTIES)	\$ (8,200.00)
	<b>\$ 20,481.90</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 RELEASE 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 9-Jan-08

JM Construction

CONTRACTOR

By: *Juan M. ...*

State of Texas

County of Hidalgo

Subscribed and sworn to before me this 23<sup>rd</sup> day of January 2008

Notary Public *[Signature]*

My Commission expires: 12/16/11



Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 9-Jan-08

R. GUTIERREZ ENGINEERING CORPORATION

ENGINEER

By: *[Signature]*

INVOICE RECEIVED BY:

*[Signature]* ON 12/21/08

GOODS/SERVICES RECEIVED BY:

*[Signature]* ON 12/16/08

CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON 11 DAY OF December 2007, A FINAL INSPECTION was made of the project herein described:

**CONTRACT**

DATE: January 9, 2008

OWNER: Hidalgo County Precinct No.2 CONSTRUCTION CONTRACTOR: JM Construction.

OF THE CITY OF Weslaco STATE OF Texas

**PROJECT DESCRIPTION**

CONSTRUCTION OF \_\_\_\_\_ LJ Subdivision

CONTRACT-NO.: CAP-07-011-04-10 located in or near the City/Pct. of Pct. 2

**THIS IS TO CERTIFY:**

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:  
None
2. That the sum of Forty two thousand seven hundred ninety dollars and twenty cents 20/100 dollars (\$ 42,790.20), deducted from the final payment of the Contractor
3. That the contractor has presented a "Certificate of Release" stating under oath, that all claims arising out of the performance of work have been fulfilled, and the OWNER is released from all claims arising under or by virtue of said contract.
4. That the CONTRACTOR 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, as provided in said contract.

RECEIVED  
JAN 17 2008

*L. Garcia 9:33 AM*

5.	Amount of Original Contract	\$284,511.00
	Present Amount of Contract	\$266,819.00
	Total Amount of earned to date	\$266,819.00
	Less: previous payments	\$217,828.80
	Balance	\$ 48,990.20
	Authorized deductions	\$ 6,200.00
	<b>AMOUNT OF FINAL PAYMENT</b>	<b>\$ 42,790.20</b>

6. That the final payment in the amount of \$ Forty two thousand seven hundred ninety dollars and twenty cents (\$ 42,790.20) is now due and payable.

*Luis Olvera P.E. 1/15/08*  
 Engineer's Signature

CONCURRED BY:

CONCURRED BY:

*Juan Mendez*  
 CONTRACTOR'S NAME

\_\_\_\_\_  
 Hidalgo County

BY: *[Signature]*  
 TITLE: *President*