

**laura.moya**

*Agenda 7937*

**From:** Pete Vargas [agapito.vargas@co.hidalgo.tx.us]  
**Sent:** Wednesday, February 13, 2008 12:26 PM  
**To:** 'Laura'  
**Cc:** Rossana Schettino; dina.trevino@co.hidalgo.tx.us; Charlie; Yoli Cisneros  
**Subject:** Agenda itm retainage paymt and certification of compl Southfork estates  
**Attachments:** Pete Vargas (agapito.vargas@co.hidalgo.tx.us).vcf; memo purchasing agenda item retainage paymt and cert of compl 13feb08.pdf

Please place on next week's cc 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



## 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  
Yolanda Cisneros, Accounts Payable  
Rosanna Schettino, HCCAP Auditor  
HCCAP County Wide Files

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

DATE: 13 February 2008

Subject: Agenda Item - Approval to Pay Retainage Payment and acceptance of Certificate of Completion for Southfork Estates CSJ: 2C1080638

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Marty, please place the above-mentioned item on Commissioner's Court for Wednesday 20<sup>th</sup> February 2008.

Precinct 2 is requesting approval to pay Application for Payment No.5 (Retainage) for the above-referenced Round II Colonia Project. The amount of the Retainage is \$39,638.19 as recommended by project engineer, Hinojosa Engineering Inc. The project contractor is Jimmy Closner & Sons Construction Co., Inc.

Additionally, the precinct is requesting approval of Certification of Completion for same-said project as submitted by project engineer.

Account number 7-1311-431-00-122-683-0-733 & 734

If you have any questions, please advice.

Thanks,

PO# 592005

1311-206-00-000-008-0-000  
1202-206-00-000-011-0-000

**APPLICATION FOR PAYMENT FINAL**

To: Hidalgo County (OWNER)  
 From: Jimmy Closner & Sons Construction Co., Inc. (CONTRACTOR)  
 Contract: CAP-07-010-0327  
 Project: South Fork Estates Paving and Drainage Improvements  
 OWNER's Contract No. CAP-07-010-0327 ENGINEER's Project No. 06-216  
 For Work accomplished through the date of: 12/21/2007

1. Original Contract Price:	\$ 396,381.95
2. Net change by Change Orders and Written Agreements (+ or -):	\$ -
3. Current Contract Price (1 plus 2):	\$ 396,381.95
4. Total completed and stored to date:	\$ 396,381.95
5. Retainage (per Agreement):	
<u>0%</u> % of completed Work:	\$ -
<u>0</u> % of stored material:	\$ -
Total Retainage:	\$ -
6. Total completed and stored to date less retainage (4 minus 5):	\$ 396,381.95
7. Less previous Application for Payments:	\$ 356,743.76
8. <b>AMOUNT DUE THIS APPLICATION (6 MINUS 7):</b>	<b>\$ 39,638.19</b>

Accompanying Documentation: \_\_\_\_\_

**CONTRACTOR'S Certification:**

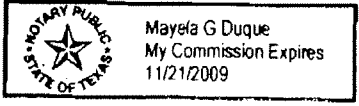
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for 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 1-30-08 Jimmy Closner & Sons Construction Co., Inc.  
 CONTRACTOR

By: [Signature]

State of TEXAS  
 County of Hidalgo  
 Subscribed and sworn to before me this 30  
 day of January, 2008

Mayela G Duque  
 Notary Public  
 My Commission expires: November 21, 2009



Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 1-30-08 HINOJOSA ENGINEERING INC  
 ENGINEER

By: [Signature]

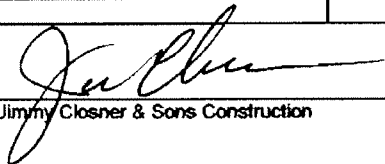
INVOICE RECEIVED BY:  
[Signature] ON 1/13/08  
 GOODS/SERVICES RECEIVED BY:  
[Signature] ON 12/21/07

**Jimmy Closner & Sons Construction Co., Inc.**  
**P.O. Box 170**  
**Mercedes, TX 78570**

**Pay Application 5**  
**Date: January 25, 2008**  
**From: December 21, 2007**  
**To: January 25, 2008**

**South Fork Estates Roadway Const.-Hidalgo County**

ITEM #	DESCRIPTION	Amount of Contract				Complete to Date	
		QTY	UNIT	UNIT PRICE	TOTAL		
1	Excavation	7,249	CY	\$ 4.25	\$ 30,808.25	7,249	\$ 30,808.25
2	Embankment	811	CY	\$ 4.25	\$ 3,446.75	811	\$ 3,446.75
3	Flexible Base (8") (DC)	1,380	CY	\$ 8.00	\$ 11,040.00	1,380	\$ 11,040.00
4	Reworking Base Material (DC) (TY D CL2)	1,380	CY	\$ 2.25	\$ 3,105.00	1,380	\$ 3,105.00
5	Lime Treatment for Base Course	11,223	SY	\$ 2.75	\$ 30,863.25	11,223	\$ 30,863.25
6	Lime (TY A Slurry), (TY B or TY C)	41	TON	\$ 145.00	\$ 5,945.00	41	\$ 5,945.00
7	Prime Coat (MC-30)	1,783	GAL	\$ 6.00	\$ 10,698.00	1783	\$ 10,698.00
8	Asphalt Concrete Pavement Type "D"	752	TON	\$ 68.00	\$ 51,136.00	752	\$ 51,136.00
9	Barricades, Signs & Traffic Handling	3	MO	\$ 2,500.00	\$ 7,500.00	3	\$ 7,500.00
10	Construction Exits (TY 2) (Install)	275	SY	\$ 6.50	\$ 1,787.50	275	\$ 1,787.50
11	Construction Exits (TY 2) (Remove)	275	SY	\$ 2.50	\$ 687.50	275	\$ 687.50
12	Turnouts (Asphaltic Concrete Pavements)	548	SY	\$ 8.50	\$ 4,658.00	548	\$ 4,658.00
13	Temporary Sediment Control Fence (Install)	500	LF	\$ 4.50	\$ 2,250.00	500	\$ 2,250.00
14	Temporary Sediment Control Fence (Remove)	500	LF	\$ 1.00	\$ 500.00	500	\$ 500.00
15	Trench Excavation Protection	787	LF	\$ 5.00	\$ 3,935.00	787	\$ 3,935.00
16	Concrete Rip Rap 5"	4.5	CY	\$ 450.00	\$ 2,025.00	4.5	\$ 2,025.00
17	RCP (CL III) (15")	16	LF	\$ 38.00	\$ 608.00	16	\$ 608.00
18	RCP (CL III) (18")	108	LF	\$ 42.00	\$ 4,536.00	108	\$ 4,536.00
19	RCP (CL III) (24")	1,206	LF	\$ 58.00	\$ 69,948.00	1206	\$ 69,948.00
20	RCP (CL III) (36")	774	LF	\$ 72.00	\$ 55,728.00	774	\$ 55,728.00
21	Inlet (TY. A)	7	EA	\$ 2,250.00	\$ 15,750.00	7	\$ 15,750.00
22	Man Hole (TY A)	7	EA	\$ 2,800.00	\$ 19,600.00	7	\$ 19,600.00
23	Safety End Treatment	6	EA	\$ 1,200.00	\$ 7,200.00	6	\$ 7,200.00
24	Concrete Curb & Gutter	5,574	LF	\$ 8.05	\$ 44,870.70	5,574	\$ 44,870.70
25	Driveways (TY PRB-1) (AC.7) (1")	1,108	SY	\$ 7.00	\$ 7,756.00	1108	\$ 7,756.00
<b>Total Bid Amount</b>					<b>\$ 396,381.95</b>		<b>\$ 396,381.95</b>

  
 Jimmy Closner & Sons Construction

Contract Amount	\$ 396,381.95
Change Order Work	\$ -
Adjusted Contract Amount	\$ 396,381.95
Completed to Date	\$ 396,381.95
Less Previous Payments	\$ 356,743.76
Less 10% Retainage	\$ -
<b>Total Due This Invoice</b>	<b>\$ 39,638.19</b>

PARTIAL/FINAL WAIVER OF LEIN

THE STATE OF TEXAS

COUNTY OF Hidalgo

The undersigned contracted with Vermilon Industries  
to furnish RCP Material  
in connection with certain improvements to real property located in Hidalgo  
County, Texas, and owned by Hidalgo County Precinct #2  
Which improvements are described as follows:

South Fork Estates Roadway Construction

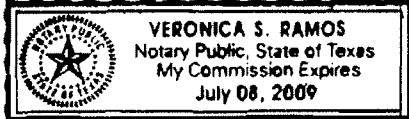
In consideration of Pay Estimate No. 5 in the amount of Zero dollars  
DOLLAR (\$ 0.00) and other good and  
valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the  
undersigned does hereby waive and release any mechanic's lien or materialmen's lien or 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.

Vermilon Industries  
SUPPLIER

By: [Signature]

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 23rd day of January, 2008, to  
certify which witness my hand and seal of office.



Veronica S. Ramos  
NOTARY PUBLIC in and for the State of Texas

My Commission Expires: July 08, 2009

**Prevailing Wage Rates  
Certification Statement**

Date: 13 February 2008

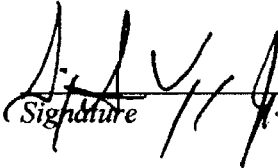
Project Name: Southfork Estates

CSJ# 2C1080683

Contractor: Jimmy Closner and Sons Construction Co., Inc. Application # Retainage

I, Agapito Vargas Jr. do hereby state:  
(Name of Project Director)

1. That a payroll (form WH-347 or similar form) was submitted for contract work performed for the period covered by the attached application.
2. That a statement of compliance (form WH-347 for similar form) was submitted with the payroll.
3. That a minimum of one interview was conducted with laborers using Form HUD-11 or similar.

  
Signature

Jimmy Closner & Sons Const. Co., Inc.  
P.O. Box 170  
Mercedes, TX 78570

Schedule of Values  
Application No. 5  
January 25, 2008

**South Fork Estates Roadway Const.-Hidalgo County**

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	<b>Total Bid Amount</b>				<b>\$ 396,381.95</b>

**CERTIFICATE OF CONSTRUCTION COMPLETION**

THIS IS TO CERTIFY THAT ON January 30, 2008 A FINAL INSPECTION was made of the project herein described:

**CONTRACT**

DATE: March 27, 2007

OWNER: Hidalgo County Precinct No.2

CONSTRUCTION CONTRACTOR: Jimmy Closner & Sons Construction Co., Inc. OF THE CITY OF Mercedes, STATE OF TEXAS.

**PROJECT DESCRIPTION**

CONSTRUCTION OF: Border Colonia Access Project  
**South Fork Estates Roadway Construction**

CONTRACT # CAP-07-010-0327

Located in or near the Hidalgo County Precinct No.3

**THIS TO CERTIFY:**

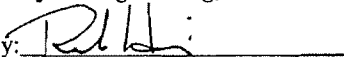
1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exception: **None**
2. That the sum of (0), deducted from final payment of the Jimmy Closner & Sons Construction Co., Inc., is a fair and equitable settlement for the foregoing except work.
3. That Jimmy Closner & Sons Construction Co., Inc., 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 Jimmy Closner & Sons Construction Co., Inc., has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good faulty workmanship and/or materials discovered in the work within a period of one year from date of final inspection, as provided in said contract.
5. Amount of Original Contract : \$ 396,381.95  
Present Amount of Contract: \$ 396,381.95  
Total Amount of earned to date: \$ 396,381.95  
Less: previous payments: \$ 356,743.76  
Authorized deductions: \$ 0.00  
**AMOUNT OF FINAL PAYMENT: \$ 39,638.19**
6. That the final payment in the amount of (\$ 39,638.19) is now due and payable.

**CONCURRED BY:**

**Jimmy Closner & Sons Construction Co., Inc.**

By:   
Albert Closner

**Hinojosa Engineering, Inc.**

By:   
Ricardo Hinojosa P.E.

**Hidalgo County**

By: \_\_\_\_\_  
County Judge