

**APPLICATION FOR PAYMENT NO. 2 & FINAL**

To: Hidalgo County Precinct No. 4 Rena Rae (OWNER)  
 From: Lazaro Saenz, Sr. dba Saenz Paving (CONTRACTOR)  
 Contract: C-CAP-07-, CSJ: 2C1080  
 Project: BORDER COLONIA ACCESS PROJECT - Round II  
 OWNER's Contract No. C-CAP-07-033-01-08 ENGINEER's Project No. \_\_\_\_\_  
 For Work accomplished through the date of: 8/15/2008

1. Original Contract Price:	\$ 169,509.25
2. Net change by Change Orders and Written Agreements (+ or -):	\$ 17,900.00
3. Current Contract Price (1 plus 2):	\$ 187,409.25
4. Total completed and stored to date:	\$ 187,409.25
5. Retainage (per Agreement):	
<u>10</u> % of completed Work:	\$ 18,740.93
_____ % of stored material:	\$ _____
Total Retainage:	\$ 18,740.93
6. Total completed and stored to date less retainage (4 minus 5):	\$ 168,668.32
7. Less previous Application for Payments:	\$ 52,933.50
8. <b>TOTAL RETAINAGE DUE</b>	\$ _____
9. <b>LESS PENALTIES FOR CONSTRUCTION DELAYS</b>	\$ _____
10. <b>AMOUNT DUE THIS APPLICATION (RETAINAGE DUE LESS CONSTRUCTION PENALTIES)</b>	\$ 115,734.82

Accompanying Documentation:

8.1311.431.00.124.612.0.734 = 98,660.50  
8.1311.431.00.124.612.0.733 = 29,943.75  $\{-12,859.43\} = 115,734.$

CONTRACTOR'S Certification:

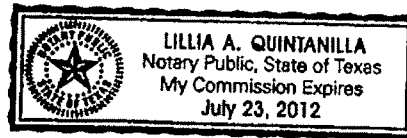
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 1 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 8-22-08 Lazaro Saenz, Sr. dba Saenz Paving  
 CONTRACTOR

By: [Signature]

State of Texas  
 County of Hidalgo  
 Subscribed and sworn to before me this 22nd  
 day of August, 2008

[Signature]  
 Notary Public  
 My Commission expires: 7-23-2012



Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 8-22-08 Quintanilla, Headley & Associates, Inc.  
 ENGINEER

By: [Signature]

INVOICE RECEIVED BY:

[Signature] ON 9/1/08  
 GOODS/SERVICES RECEIVED BY:

[Signature] ON 7/15/08



Saenz Paving  
 830 Rachel Dr.  
 Edinburg, TX 78539

**Invoice**

Project/Jobsite				Utility Payment Request				Date			
Hidalgo County Rena Rae Subdivision				2nd & Final				8/15/2008			
C/O Engineer											
Hidalgo County											
2812 S. Business Hwy 281											
Edinburg, TX 78539											
Item	TX Dot Item No.	Description	Unit	Est. Qty	Rate	Previous Qty.	Qty. This Period	Amount This Period	Qty. to Date	Amount to Date	
Hidalgo County Rena Rae Subdivision											
CAP-07-033-01-09-LRM											
1	100	Preparation of Right-of Way	Sta.	19+38.23	0.00	0	0	\$0.00	0		
2	152	6" Road Grader Work (Dens Cont. Subgrade)	S.Y.	6,625	3.00	6625	0	\$0.00	6625	\$19,875.00	
3	247	6" FL BS (Compl in Plac)	S.Y.	6,625	6.50	0	6625	\$43,062.50	6625	\$43,062.50	
4	310	Asph. Matrl. (MC-30)	Gal	1,224	4.00	0	1224	\$4,896.00	1224	\$4,896.00	
5	340	Asph Conc Ty D	S.Y.	6,120	6.60	0	6120	\$40,392.00	6120	\$40,392.00	
6	500	Mobilization	L.S.	1	5000.00	1	0	\$0.00	1	\$5,000.00	
7	502	Barricades, Signs & Traffic Handling	Mo.	4	1500.00	1	3	\$4,500.00	4	\$6,000.00	
8	530	Turnouts (Asph Conc Pav) (PRB-1)	Ea.	2	650.00	0	2	\$1,300.00	2	\$1,300.00	
9	530	Drwwys (Asph Conc Pav) (PB-1)	S.Y.	1,025	6.25	0	1025	\$6,406.25	1025	\$6,406.25	
10	247	Drwwys Flexible Base (FB-1)	S.Y.	1,025	5.50	0	1025	\$5,637.50	1025	\$5,637.50	
11	556	8" Storm Drain	L.F.	36	40.00	36	0	\$0.00	36	\$1,440.00	
12	556	18" RCP Storm Drain CLIII	L.F.	1,000	26.00	1000	0	\$0.00	1000	\$26,000.00	
13	465	Ty "A" Inlets	Ea	2	1800.00	2	2	\$3,600.00	2	\$3,600.00	
14	465	Concrete Manhole	Ea	1	1400.00	1	1	\$1,400.00	1	\$1,400.00	
15	5249	Tem Sedmt Cont Fence (Installed)	L.F.	900	3.50	0	900	\$3,150.00	900	\$3,150.00	
16	5249	Tem Sedmt Cont Fence Handling (Removed)	L.F.	900	1.50	0	900	\$1,350.00	900	\$1,350.00	
<b>Change Order No. 1</b>											
17		15" RCP	L.F.	456	25.00	0	456	\$11,400.00	456	\$11,400.00	
18		Type "A" Inlets	Ea	2	1800.00	0	2	\$3,600.00	2	\$3,600.00	
19		Manhole	Ea	1	1400.00	0	1	\$1,400.00	1	\$1,400.00	
20		6.0' Valley Gutter	L.F.	50	30.00	0	50	\$1,500.00	50	\$1,500.00	
ORIGINAL CONTRACT AMOUNT \$169,509.25 CHANGE ORDER AMOUNT \$17,900.00 REVISED CONTRACT AMOUNT \$187,409.25 ***TOTAL COMPLETED LESS RETAINAGE: \$168,688.32 *** LESS PREVIOUS PAYMENT: \$52,933.50 *****AMOUNT DUE: \$115,734.82											
Lazaro Saenz					DBA Saenz Paving						

**Saenz Paving**

**Magic Valley Concrete**  
7301 W. Expressway 83  
Mission, tx. 78572  
956-581-7429

**concrete**

**Rio Valley Pipe L L C**  
7301 W. Expressway 83  
Mission, Tx. 78572  
956-580-2502

**Pipe, inlets, and m.h.**

**Upper Valley Materials L T D.**  
7301 W. Expressway 83  
Missio, Tx. 78572  
956-580-2502

**Hot Mix**

**Ballenger Construction Co.**  
24200 North FM 509  
Harlingen Tx. 78550  
956-421-9500

**Flexbase**

**CONTRACT'S PARTIAL RELEASE  
WAIVER OF LIENS, AND AUTHORIZATION  
TO DISBURSE FUNDS**

THE STATE OF TEXAS     §  
  §  
COUNTY OF HIDALGO     §

Lazaro Saenz, Sr. dba, doing business as Saenz Paving, hereinafter "Contractor," for good and valuable consideration, the receipt of which is hereby acknowledged, hereby unconditionally waives and releases: (i) any claim he now has or hereafter may have against Owner (herein defined) and the County of Hidalgo, State of Texas; and (ii) any and all liens and claims or rights of lien which he now has or hereafter may have upon the real property described on Exhibit "A" attached hereto and made a part hereof for all purposes, and on any personal property located on the real property collectively referred to as the "Property;" on account of labor, materials, supplies, equipment, or otherwise, furnished by Contractor to, or on account of, or for the Property, pursuant to a contract, hereinafter "Contract," dated January 9, 2008, among Contractor, Owner, and the County of Hidalgo, State of Texas, hereinafter "Owner," is the owner of the Property on which Contractor furnished labor, materials, supplies and/or equipment pursuant to the Contract.

Contractor represents and warrants to Owner and the County of Hidalgo that the parties listed on Exhibit "B" hereto are all of the laborers, subcontractors and suppliers used by Contractor on the Property covered by the Contract. Contractor further represents and warrants to Owner that following Owners payment of \$ 134,475.73 through the County of Hidalgo to or on behalf of Contractor, Contractor has been paid the full amount due to Contractor under the Contract, and that Contractor: (i) has likewise paid all its laborers, subcontractors and suppliers who provided labor and materials or supplies or equipment, or any of them, or otherwise, in connection with the Contract; and/or (ii) hereby instructs the County of Hidalgo to pay directly to the parties listed on Exhibit "C" hereto, simultaneously with the execution and delivery of this release, the amount shown by such parties' names, said parties representing all the unpaid laborers, subcontractors and suppliers who provided labor or material or supplies or equipment, or any of them or otherwise, in connection with the Contract. Contractor hereby authorizes Owner and the County of Hidalgo, as well as any escrow agents, construction agents, or title insurance companies, and their respective successors and assigns, to plead this release and waiver, to the extent it is applicable, in any suit or suits brought by Contractor, its successors, heirs, or assigns, or anyone claiming by, through or under the Contractor, to establish a claim against Owner and/or the County of Hidalgo, and/or to establish a lien upon the Property (or to charge the same with any lien) for labor or materials or supplies or equipment, or any of them or otherwise, done, performed, furnished or delivered under the Contract.

Contractor understand and acknowledges that Owner and the County of Hidalgo are relying on the agreements, release, waivers and representations stated herein, and such agreements, release, waivers and representations are material inducements for the County of Hidalgo to release the funds it now holds related to the construction of improvements on the Property to the Contractor and/or directly to the laborers, subcontractors and suppliers listed on Exhibit "C" hereto.

Contractor understands and agrees that this release in no way discharges Contractor from his obligations of warranty of material and/or workmanship under the Contract. Without limiting the foregoing, Contractor represents and warrants to Owner that all work performed by him or under his direction on the Property has been completed in accordance with plans and specifications and the terms of the Contract.

\_\_\_\_\_  
Contractor  
\_\_\_\_\_  
Witness

The person signing this document represents that he or she is dully authorized to do so on behalf of the Contractor.

All of the provisions of this document shall be binding on the Contractor and his successors and assigns and shall inure to the benefit of Owner and the County of Hidalgo and their respective successors and assigns.

Executed effective as of the 22<sup>nd</sup> day of August, 2008.

*[Handwritten Signature]*

Signature

Lazaro Saenz, Sr. - Owner

Name and Title

Lazaro Saenz, Sr doing business as  
Saenz Paving

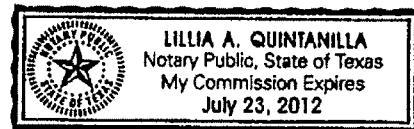
THE STATE OF TEXAS §  
§  
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this the 1<sup>st</sup> day of July, 2008,  
by Lazaro Saenz, Sr dba Saenz Paving, Owner on and on behalf of  
(title)

Lazaro Saenz, Sr dba Saenz Paving  
(a Sole Proprietorship).

*[Handwritten Signature]*

Notary Public, State of Texas







**Prevailing Wage Rates  
Certification Statement**

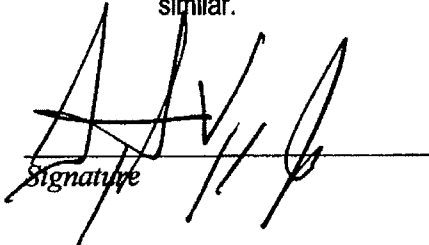
Date: 10 September 2008

Project Name: Rena Rae Subdivision CSJ: # 2C1080612

Contractor: Lazaro Saenz dba Saenz Paving Application # Two (2) and Final

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

Printed Name