

APPLICATION FOR PAYMENT NO. 3 & RETAINAGE

To: Hidalgo County Precinct No. 4 (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--07-033-01-09 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:		\$	168,668.32
8. TOTAL RETAINAGE DUE		\$	18,740.93
9. LESS PENALTIES FOR CONSTRUCTION DELAYS		\$	-
10. AMOUNT DUE THIS APPLICATION (RETAINAGE DUE LESS CONSTRUCTION PENALTIES		\$	18,740.93

ASV/CP 9.10.08

Accompanying Documentation:

8-1311-206-00-000-014-0-000 - \$ 18,740.93

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.

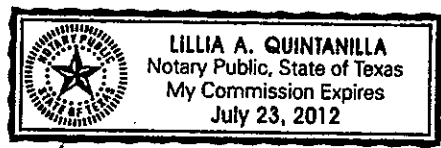
Dated 8-22-08 Lazaro Saenz, Sr. dba Saenz Paving
 CONTRACTOR

By: *[Signature]*

State of Texas
 County of Hidalgo

Subscribed and sworn to before me this 22nd
 day of August, 2008

Lillia A. Quintanilla
 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 9/10/08
 GOODS/SERVICES RECEIVED BY:
[Signature] ON 8/22/08

Saenz Paving
 830 Rachel Dr.
 Edinburg, TX 78539

Invoice

Project/Jobsite					Utility Payment Request 3rd and Retainage			Date 8/15/2008		
Hidalgo County Rena Rae Subdivision										
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	\$0.00
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	Baricades, 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	Drwys (Asph Conc Pav) (PB-1)	S.Y.	1,025	6.25	0	1025	\$6,406.25	1025	\$6,406.25
10	247	Drwys Flexible Base (PB-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
Change Order No. 1										
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: \$187,409.25										
*** LESS PREVIOUS PAYMENT: \$168,668.32										
*****AMOUNT DUE: \$18,740.93										
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

**AFFIDAVIT AND WAIVER OF LIEN
PRIME CONTRACTOR**

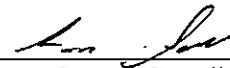
STATE OF Texas

COUNTY OF Hidalgo

Personally appeared before me, the undersigned Notary Public for Lazaro Saenz, Sr., dba Saenz Paving of Saenz Paving (Prime Contractor), who being duly sworn by me states on oath that all product supplies and Subcontractors, payrolls, sales tax, privilege tax or license, old age benefits tax, state and federal unemployment insurance, and other liabilities incurred in the performance of Border Colona Access-Round II Contract #C-CAP-07-CSJ: 2C1080 Owners Contract No. C-CAP-07-033-01-09 for the Hidalgo County Precinct No. 4 Rena Rae Subdivision, Have been paid in full and that the above named Prime Contractor waives any claims and released Hidalgo County (Owner) from any rights or claims (including lien rights) for debts due and owing by virtue of the furnishing of any labor, products, and supplies furnished for such improvements.

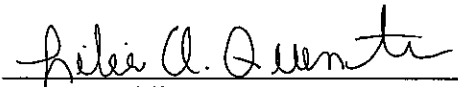
The above named Prime Contractor agrees to indemnify Hidalgo County and save them harmless on account of any loss he/she may sustain in reliance upon the Affidavit and Waiver of Lien including the amount of any lien he/she may be compelled to pay all costs relating thereto and a reasonable attorney's fee.

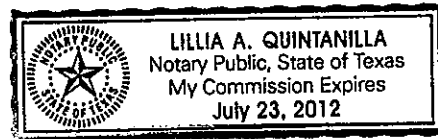
(Prime Contractor)

By: 
Lazaro Saenz, Sr., dba Saenz Paving
Title: Owner
Date: 8/22/08

Sworn to and subscribed before me

This the 22nd day of August, 2008.


Notary Public



My Commission Expires 7/23/2012

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

THE STATE OF TEXAS {
 {
COUNTY OF HIDALGO {

Lazaro Saenz, Sr., 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. Hidalgo County Precinct No. 4 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 Owner's 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.

The person signing this document represents that he or she is fully 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.

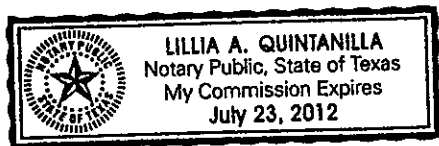
Executed effective as of the 22nd day of August, 2008.

L. Saenz
Signature

Lazaro Saenz, Sr. dba Saenz Paving, Owner
Name and Title

THE STATE OF TEXAS {
 {
COUNTY OF HIDALGO {

This instrument was acknowledged before me on this the 22nd day of August, 2008,
by Lazaro Saenz, Sr. dba Saenz Paving, owner on and on behalf of
Lazaro Saenz, Sr. dba Saenz Paving
(an individual)
(title)



Lillia A. Quintanilla
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Lazaro Saenz, Sr. dba, Saenz Paving Contractor Name
 4/21/2008 Starting Date
 8/19/2008 Project Ending Date
 Rena Rae Engineer's / County Project Description

Application No.: Retainage Release
 Application Date: 8/15/2008
 Period To: 8/15/2008
 Engineer's / County Project No.: 2C1080612

No.	Item Code	Description	Unit	Original Rates	Original Schedule Value		Revised Rates			First Month			Second Month			Third Month			Fourth Month			Balance To Finish		
					Quan	Dollars	Revised Rates	Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars
(905) ROADWAY																								
1	100	Preparation of Right-of-Way	Sta	\$ -	0.0	-	\$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	-	-	0.0	0.0	
2	152	6" road Grader Work(Dens Cont.) Subgrade	SY	\$ 3.00	6,625.0	19,875.00	\$ 3.00	0.0	19,875.00	6625.00	6625	19,875.00	6625	6,625.00	-	-	-	-	-	-	-	19,875.00	0.0	0.0
3	247	6" FL BS(Comp) in Plac	S.Y.	\$ 6.50	6,625.0	43,062.50	\$ 6.50	0.0	43,062.50	0	0	-	6625	6,625.00	43,062.50	6,625.00	-	-	-	-	-	43,062.50	0.0	0.0
4	310	Asph. Matrl. (MC-30)	Gal	\$ 4.00	1,224.0	4,896.00	\$ 4.00	0.0	4,896.00	0	0	-	1224	1,224.00	4,896.00	-	-	-	-	-	-	4,896.00	0.0	0.0
5	340	Asph. Conc. Ty D	S.Y.	\$ 6.60	6,120.0	40,392.00	\$ 6.60	0.0	40,392.00	0	0	-	6120	6,120.00	40,392.00	-	-	-	-	-	-	40,392.00	0.0	0.0
6	500	Mobilization	L.S.	\$ 5,000.00	1.0	5,000.00	\$ 5,000.00	0.0	5,000.00	1.00	1	5,000.00	0	1.00	-	-	-	-	-	-	-	5,000.00	0.0	0.0
7	502	Barricades, Signs and Traffic Handling	Mo	\$ 1,500.00	4.0	6,000.00	\$ 1,500.00	0.0	6,000.00	0.00	1	1,500.00	1500	3.00	4,500.00	1.00	-	-	-	-	-	6,000.00	0.0	0.0
8	530	Turnouts	Ea	\$ 650.00	2.0	1,300.00	\$ 650.00	0.0	1,300.00	0	0	-	1300	2.00	1,300.00	-	-	-	-	-	-	1,300.00	0.0	0.0
9	5249	Tem Sedmt Cont Fence (Installed)	L.F.	\$ 3.50	900.0	3,150.00	\$ 3.50	0.0	3,150.00	0	0	-	900	900.00	3,150.00	-	-	-	-	-	-	3,150.00	0.0	0.0
10	5249	Tem Sedmt Cont Fence Handling (Removed)	L.F.	\$ 1.50	900.0	1,350.00	\$ 1.50	0.0	1,350.00	0	0	-	900	900.00	1,350.00	-	-	-	-	-	-	1,350.00	0.0	0.0
Total Roadway						125,025.50			125,025.50			26,375.00			98,650.50							125,025.50	0.0	0.0
(906) DRAINAGE																								
11	530	Drwys (Asph Conc Pav) (PRB)	S.Y.	\$ 6.25	1,025.0	6,406.25	\$ 6.25	0.0	6,406.25	0	0	-	1025	1025	6,406.25	-	-	-	-	-	-	6,406.25	0.0	0.0
12	247	Drwys Flexible Base	S.Y.	\$ 5.50	1,025.0	5,637.50	\$ 5.50	0.0	5,637.50	0	0	-	0	1,025.00	5,637.50	1,025.00	-	-	-	-	-	5,637.50	0.0	0.0
13	558	8" Storm Drain	L.F.	\$ 40.00	36.0	1,440.00	\$ 40.00	0.0	1,440.00	36.00	36	1,440.00	0	36.00	-	-	-	-	-	-	-	1,440.00	0.0	0.0
14	556	18" RCP Storm Drain	L.F.	\$ 26.00	1,000.0	26,000.00	\$ 26.00	0.0	26,000.00	1000.00	1000	26,000.00	0	1,000.00	-	-	-	-	-	-	-	26,000.00	0.0	0.0
15	465	Ty "A" Inlets	Ea.	\$ 1,800.00	2.0	3,600.00	\$ 1,800.00	0.0	3,600.00	2.00	2	3,600.00	0	2.00	-	-	-	-	-	-	-	3,600.00	0.0	0.0
16	465	Concrete Manhole	Ea.	\$ 1,400.00	1.0	1,400.00	\$ 1,400.00	0.0	1,400.00	1.00	1	1,400.00	0	1.00	-	-	-	-	-	-	-	1,400.00	0.0	0.0
17		15" R.C.P.	L.F.	\$ -	0	0	\$ 25.00	456.0	11,400.00	0	0	-	456	456.00	11,400.00	-	-	-	-	-	-	11,400.00	0.0	0.0
18		Ty "A" Inlets	Ea.	\$ -	0	0	\$ 1,800.00	2.0	3,600.00	0	0	-	2	2.00	3,600.00	-	-	-	-	-	-	3,600.00	0.0	0.0
19		Manhole	Ea	\$ -	0	0	\$ 1,400.00	1.0	1,400.00	0	0	-	1	1	1,400.00	-	-	-	-	-	-	1,400.00	0.0	0.0
20		6.0" Valley Gutter	L.F.	\$ -	0	0	\$ 30.00	50.0	1,500.00	0	0	-	50	50	1,500.00	-	-	-	-	-	-	1,500.00	0.0	0.0
Total Drainage						44,483.75			62,393.75			32,440.00			29,943.75							62,393.75	0.0	0.0
TOTAL BASE AMOUNTS:						169,509.25			187,409.25			58,815.00			128,594.25							187,409.25	0.0	0.0

Eulalio Ramirez, P.E. Print Name
 Signature
 8-22-08 Date

Hidalgo County Precinct # 4 Border Colonia Access Program Round 2
Renarae Subdivision Unit No. 3

Material No.	Material	Required Moisture Content Range	Optimum % Moisture	Optimum Density, Lb/CF	Required % Proctor	Required Depth			
1	Subgrade	1	13.7	115.1	95%	6"			
Test No.	Test	Moisture Density	Date	Remarks	Moisture Content	Dry Density	Percent Compaction	Depth (Inch)	Results
1	ASTM D 2922 & ASTM D 3017	Field Density Test	6/26/2008	Rae St. Station 2+00 6' N or CNTL	13.3%	118.4 pcf	102.9%	6"	Passed
2	ASTM D 2922 & ASTM D 3017	Field Density Test	6/26/2008	Rae St. Station 4+00 4' S or CNTL	14.8%	111.8 pcf	97.1%	6"	Passed
3	ASTM D 2922 & ASTM D 3017	Field Density Test	6/26/2008	Renarae St. Station 9+00 3' E of CNTL	12.7%	126.4 pcf	109.8%	6"	Passed
4	ASTM D 2922 & ASTM D 3017	Field Density Test	6/26/2008	Renarae St. Station 12+00 4' W of CNTL	14.0%	111.1 pcf	96.5%	6"	Passed
1	ASTM D 2922 & ASTM D 3017	Field Density Test	6/27/2008	Renarae St. Station 1+00 3' W or CNTL	14.9%	111.6 pcf	97.0%	6"	Passed
2	ASTM D 2922 & ASTM D 3017	Field Density Test	6/27/2008	Renarae St. Station 3+00 5' E or CNTL	13.1%	111.0 pcf	96.4%	6"	Passed
3	ASTM D 2922 & ASTM D 3017	Field Density Test	6/27/2008	Renarae St. Station 6+020 at CNTL	13.4%	111.4 pcf	96.7%	6"	Passed
Flex Base					Test	Result	Specification Limits	Results	
1	Base Material Report	Atterburg Limits	6/27/2008	Caliche	Liquid Limit (LL)	29	40	Specifications Met	
					Plasticity Index (PI)	9	12	Specifications Met	
2	Base Material Report	Wetball PI	6/27/2008	N/A	Liquid Limit (LL)	27	40	Specifications Met	
					Plasticity Index (PI)	3	12	Specifications Met	
	Base Material Report	Sieve Analysis	Date	Remarks	Sieve Size	Individual % Retained	Cumulative % Retained	Specification Requirements	Results
1			6/27/2008	N/A	2	0	0	0	Passed
					1/2"	33	33	20-60	Passed
					No. 4	26	60	40-75	Passed
					No. 40	20	79	70-90	Passed
1	Base Material Report	Texas Wet Ball Mill	Date	Remarks	Texas Ball-Mill Value	Specification Limits Max.	% Increase	Specification Limits Max.	Results
			6/27/2008	N/A	30	50	9	20	Passed
Asph. Conc. Ty D									
1	Asphaltic Pavement	Pavement Thickness	6/14/2008	Renarae St. @NE side of cul de sac				1 1/2 inches	Passed
				Renarae St. approx. 10' N. of Rea St. 5' West of East Side Curb				1 1/2 inches	Passed
				Renarae St. approx. 530' N. of Rea St. 5' East of West Side Curb				1 3/4 inches	Passed
				Rae St. approx. 250' West of Renarae St. 5' South of North Side Curb				1 7/8 inches	Passed