

APPLICATION FOR PAYMENT NO. 3

To: Hidalgo County (OWNER)
 From: Asago Construction (CONTRACTOR)
 Contract: CAP-08-006-03-06 LRM
 Project: North Cross Estates
 OWNER's Contract No. CAP-08-006-03-06 ENGINEER's Project No. 06-245
 For Work accomplished through the date of: 7/3/2008

1. Original Contract Price:		\$	<u>108,466.25</u>
2. Net change by Change Orders and Written Agreements (+ or -):		\$	<u>2,401.90</u>
3. Current Contract Price (1 plus 2):		\$	<u>110,868.15</u>
4. Total completed and stored to date:		\$	<u>110,868.15</u>
5. Retainage (per Agreement):			
<u>10%</u> of completed Work:	\$	<u>11,086.82</u>	
of stored material:	\$	<u>-</u>	
Total Retainage:		\$	<u>11,086.82</u>
6. Total completed and stored to date less retainage (4 minus 5):		\$	<u>99,781.34</u>
7. Less previous Application for Payments:	<u>604201</u>	\$	<u>97,619.63</u>
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7):		\$	<u>2,161.70</u>

Accompanying Documentation: 8.1311.431.00.123.448.1.733 - \$2,401.90
8.1311.431.00.123.448.1.734 - 00.00 } \$2,161.70

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 9/9/08 Asago, LLC, dba Asago Construction
 CONTRACTOR

By: [Signature]

State of Texas
 County of Hidalgo
 Subscribed and sworn to before me this 9th
 day of September, 2008

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



Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 9-09-08 HINOJOSA ENGINEERING INC
 ENGINEER

INVOICE RECEIVED BY:
Julie ON 9/9/08
 GOODS/SERVICES RECEIVED BY:
Depa Vazquez ON 7/3/08

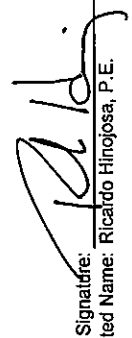
By: [Signature]

Estimate Quantity Update Worksheet

Norht Cross Estates
 Colonia Access Program Project - Precinct No.3
 CAP-08-006-03-06
 Contractor: Asago Construction

Item No.	Description	Quantity	Unit	Unit Price	Project Amount	RFP 1			RFP 2			RFP 3		
						Monthly Quantity	Quantity to Date	Item Cost (Monthly)	Monthly Quantity	Quantity to Date	Item Cost (Monthly)	Monthly Quantity	Quantity to Date	Item Cost (Monthly)
100	Preparing ROW	12.75	STA	\$ 750.00	\$ 9,562.50	12.75	12.75	\$ 9,562.50	0	12.75	\$ 0.00	0	12.75	\$ 0.00
110	Excavation	1,595.00	CY	\$ 7.00	\$ 11,165.00	1595	1595	\$ 11,165.00	0	1595	\$ 0.00	0	1595	\$ 0.00
247	Flex Base	882	CY	\$ 5.00	\$ 4,410.00	0	0	\$ 0.00	882	882	\$ 4,410.00	0	882	\$ 0.00
251	Reworking Base Material (DC)(TY D CL2)	882	CY	\$ 5.00	\$ 4,410.00	882	882	\$ 4,410.00	0	882	\$ 0.00	0	882	\$ 0.00
260	Lime Treated Subgrade	3,970	SY	\$ 2.00	\$ 7,940.00	0	0	\$ 0.00	3970	3970	\$ 7,940.00	0	3970	\$ 0.00
260	Lime (Ty A or B)	49.10	TON	\$ 175.00	\$ 8,592.50	0	0	\$ 0.00	49.1	49.1	\$ 8,592.50	0	49.1	\$ 0.00
262	Lime Treated Base (8")	3,970	GAL	\$ 2.00	\$ 7,940.00	0	0	\$ 0.00	3970	3970	\$ 7,940.00	0	3970	\$ 0.00
262	Lime treatment	18.87	TON	\$ 175.00	\$ 3,302.25	0	0	\$ 0.00	18.87	18.87	\$ 3,302.25	0	18.87	\$ 0.00
502	Barricades, Signs & Traffic Handling	1.5	MO	\$ 1,000.00	\$ 1,500.00	1	1	\$ 1,000.00	0.5	1.5	\$ 500.00	0	1.5	\$ 0.00
506	Construction Exits (TY 2) (Install)	72.5	SY	\$ 40.00	\$ 2,900.00	72.5	72.5	\$ 2,900.00	0	72.5	\$ 0.00	0	72.5	\$ 0.00
506	Construction Exits (TY 2) (Remove)	72.5	SY	\$ 20.00	\$ 1,450.00	0	0	\$ 0.00	72.5	72.5	\$ 1,450.00	0	72.5	\$ 0.00
530	Turnouts (Asph-Conc-Pav)	72.5	LF	\$ 50.00	\$ 3,625.00	0	0	\$ 0.00	72.5	72.5	\$ 3,625.00	0	72.5	\$ 0.00
644	Small Road Sign Assm (Ty A)	1	LF	\$ 500.00	\$ 500.00	0	0	\$ 0.00	1	1	\$ 500.00	0	1	\$ 0.00
5249	Temp Sediment Control Fence	312	SY	\$ 8.00	\$ 2,496.00	312	312	\$ 2,496.00	0	312	\$ 0.00	0	312	\$ 0.00
5249	Temp Sediment Control Fence (Remove)	312	EA	\$ 4.00	\$ 1,248.00	0	0	\$ 0.00	312	312	\$ 1,248.00	0	312	\$ 0.00
Drainage														
464	RCP (CL III) (18")	54	LF	\$ 25.00	\$ 1,350.00	54	54	\$ 1,350.00	0	54	\$ 0.00	0	54	\$ 0.00
464	RCP (CL III) (15")	880	LF	\$ 15.00	\$ 13,200.00	880	880	\$ 13,200.00	0	880	\$ 0.00	0	880	\$ 0.00
467	Safety End Treatment	2	EA	\$ 750.00	\$ 1,500.00	2	2	\$ 1,500.00	0	2	\$ 0.00	0	2	\$ 0.00
530	Driveways (Ty PRB-1) (ACP) (1")	447	SY	\$ 25.00	\$ 11,175.00	0	0	\$ 0.00	447	447	\$ 11,175.00	0	447	\$ 0.00
530	Driveways (Ty PRB-1) (Concrete)	510	SY	\$ 20.00	\$ 10,200.00	0	0	\$ 0.00	510	510	\$ 10,200.00	0	510	\$ 0.00
	Reworking Ditches and Culvert Pipe	-	LS	\$ 2,401.90	\$ 0.00	0	0	\$ 0.00	0	0	\$ 0.00	1	1	\$ 2,401.90
TOTAL					\$108,466.25	Totals: \$47,583.50			Totals: \$60,882.75			Totals: \$2,401.90		

Totals to Date: Roadway: \$71,041.25 Drainage: \$39,826.90 Total: \$110,868.15
 Roadway: \$31,533.50 Drainage: \$16,050.00
 Roadway: \$39,507.75 Drainage: \$21,375.00

Prepared and Checked by:  Signature: Ricardo Hinojosa, P.E.
 Date: 9-11-08

ASAGO CONSTRUCTION

"QUALITY AND SERVICE"



RAÚL IGLESIAS
Manager

ASAGO, LLC
2113 Pecos
Mission, TX 78572
(956) 607-0741 office
(956) 585-7040 fax
iglesias@hiline.net

May 21, 2008

Mr. Rey Robles, P.E.
Hinojosa Engineering
108 W. 18th St.
Mission, TX 78572

RE: Hidalgo County Precinct # 3
Drainage and Paving Improvements at North Cross

Mr. Robles


These are the costs for which Asago Construction is requesting reimbursement due to the problems with the residents.

Laborers	Rate	Hrs	
Backhoe Operator	\$10.83	40	\$433.20
Common Laborer	\$ 7.69	40	\$307.60
Common Laborer	\$ 7.69	40	\$307.60
Flagger	\$ 7.40	40	\$296.00
Machinery			
Backhoe (1 week of a \$1600/month rental)			\$400.00
Diesel (30 gal/day at \$4.39/gal)			<u>\$658.50</u>
Total to be Reimbursed			<u>\$2,401.90</u>

Please take into account that we are not considering Superintendent, Overhead and Profit in the above amounts.

If you have any questions, please call me at (956) 607-0741

Best Regards,


Raul Iglesias, Manager

ASAGO CONSTRUCTION

"QUALITY AND SERVICE"



RAÚL IGLESIAS
Manager

ASAGO, LLC
2113 Pecos
Mission, TX 78572
(956) 607-0741 office
(956) 585-7040 fax
iglesias@hiline.net

July 3rd, 2008

Mr. Reynaldo Robles, P.E.
Hinojosa Engineering
108 W. 8th St.
Mission, TX 78572

Re: **Road and Drainage Improvements at North Cross Subdivision**

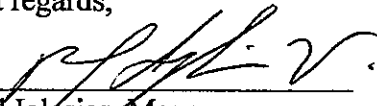
Notice of Completion

Mr. Robles:

We would like to inform you that Asago Construction has achieved final completion on the above mentioned project in accordance with the Plans and Technical Specifications. Final documentation was delivered with this letter to your office. If there is anything el you need please let me know.

If you have any questions, please contact me at (956) 607-0741.

Best regards,

By: 
Raul Iglesias, Manager

ASAGO CONSTRUCTION

"QUALITY AND SERVICE"



RAÚL IGLESIAS
Manager

ASAGO, LLC
2113 Pecos
Mission, TX 78572
(956) 607-0741 office
(956) 585-7040 fax
iglesias@hiline.net

August 27, 2008

Mr. Rey Robles, P.E.
Hinojosa Engineering
108 W. 18th St.
Mission, TX 78572

RE: Hidalgo County
Drainage and Paving Construction at North Cross Subdivision

List of Suppliers

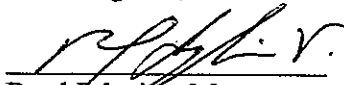
South Tex Concrete Ready Mix
Valley Caliche Products, Inc.
Rio Valley Pipe Ltd.

P.O. Box 1518, Edinburg, Tx 78540
P.O. Box 1086, Mission, Tx 78573
7301 W. Expressway 83, Mission, Tx 78572

The above companies are the suppliers used by Asago Construction on the above mentioned project

If you have any questions, please call me at (956) 607-0741

Best Regards,


Raul Iglesias, Manager



Form 352 (Rev. 12-82)
Page 1 of 1
(GSD-EPC Word 97)

Contract Time Statement

ESTIMATE NO. 2 CONTRACTOR Asago, L.L.C., d.b.a. Asago Construction
 PROJECT NO. 604201 COUNTY Hidalgo DATE WORK BEGAN 5/22/08
 TIME COMPUTED FROM 6/01/08 - 6/30/08 DATE WORK COMPLETED _____

MONTH	DAYS OR DAYS	WORKING DAYS CHARGED	DAYS CREDITED AND REASONS THEREFORE
JUNE	1	1	1
	2	1	2
	3	1	3
	4	1	4
	5	1	5
	6	1	6
	7	1	7
	8	1	8
	9	1	9
	10	1	10
	11	1	11
	12	1	12
	13	1	13
	14	1	14
	15	1	15
	16	1	16
	17	1	17
	18	1	18
	19	1	19
	20	1	20
	21	1	21
	22	1	22
	23	1	23
	24	1	24
	25	1	25
	26	1	26
	27	1	27
	28	1	28
	29	1	29
	30	1	30

TOTALS 30
 NO. OF CONTRACT WORKING DAYS 45 NO. WORKING DAYS CHARGED TO DATE 40
 ASSESSED LIQUIDATED DAMAGES: NO. 0 PER DAY \$ _____ TOTAL \$ 0
 CERTIFIED AS CORRECT (ONE COPY HAS BEEN GIVEN TO THE _____)
 RESIDENT ENGINEER

INSTRUCTIONS: PROJECT IDENTIFICATION SHOULD COVER CONTRACT. TIME CREDITED AND REASONS THEREFORE MUST CONFORM TO PROVISIONS OF CONTRACT. NO HOLIDAY CREDIT ALLOWED FOR DAYS PRECEDING OR FOLLOWING LEGAL HOLIDAYS. TIME SUSPENDED AND RESUMED MUST BE SUPPORTED BY COPY EACH OF LETTERS TO CONTRACTOR DATED ON OR BEFORE EFFECTIVE DATE. TIME EXTENSION MUST BE INDICATED AND REFERENCED TO RELATED PROVISION OF CONTRACT. USE BOOKLET OF INSTRUCTIONS, CONSTRUCTION ESTIMATES DATED SEPTEMBER 1, 1999

PARTIAL/FINAL WAIVER OF LEIN

THE STATE OF TEXAS

COUNTY OF Hidalgo

The undersigned contracted with Hidalgo County
to furnish Road and Drainage Improvements
in connection with certain improvements to real property located in North Cross
County, Texas, and owned by Hidalgo County
Which improvements are described as follows:

Road and Drainage Improvements at North Cross Subd.

In consideration of Pay Estimate No. 3 in the amount of Two Thousand One
Hundred Sixty-One ^{70/100} DOLLAR (\$ 2,161.70) 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.

Asago, LLC, dba Asago Construction
CONTRACTOR

By: [Signature] Manager
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 9th day of September, 2009, to
certify which witness my hand and seal of office.



[Signature]
NOTARY PUBLIC in and for the State of Texas

My Commission Expires: November 21, 2009

PARTIAL/FINAL WAIVER OF LEIN

THE STATE OF TEXAS

COUNTY OF Hidalgo

The undersigned contracted with Hidalgo County
to furnish Road and Drainage Improvements
in connection with certain improvements to real property located in North Cross
County, Texas, and owned by Hidalgo County
Which improvements are described as follows:

Road and Drainage Improvements at North Cross
Subdivision

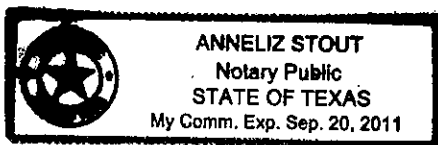
In consideration of Pay Estimate No. 3 in the amount of Ten thousand Eight
Hundred Forty-Six - 62/100 DOLLAR (\$ 10,846.62) and other good and
valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the
undersigned does hereby waive and release any mechanic's 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.

[Signature]
CONTRACTOR

By: Manager
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 3rd day of July, 2008, to
certify which witness my hand and seal of office.



Anneliz Stout
NOTARY PUBLIC, in and for the State of Texas

My Commission Expires: