

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

To: Hidalgo County (OWNER)  
 From: Valley Paving Inc. (CONTRACTOR)  
 Contract: CAP-08-013-07-11  
 Project: Road and Drainage Construction of Amberland Subdivision  
 OWNER's Contract No. CAP-08-013-07-11 ENGINEER's Project No. 06-168  
 For Work accomplished through the date of: 2/12/2009

1. Original Contract Price:		\$ <del>0</del> 103,498.63
2. Net change by Change Orders and Written Agreements (+ or -):		\$ <del>0</del> (6,555.00)
3. Current Contract Price (1 plus 2):		\$ <del>0</del> 96,943.63
4. Total completed and stored to date:		\$ <del>0</del> 96,943.63
5. Retainage (per Agreement):		
<u>10%</u> of completed Work:	\$ <u>9,694.36</u>	
<u>0%</u> of stored material:	\$ <u>-</u>	
Total Retainage:		\$ <del>0</del> 9,694.36
6. Total completed and stored to date less retainage (4 minus 5):		\$ <del>0</del> 87,249.27
7. Less previous Application for Payments:		\$ <del>0</del> (54,528.64)
8. <b>AMOUNT DUE THIS APPLICATION (6 MINUS 7):</b>		\$ <del>0</del> 32,720.63

*Handwritten:* P.O. # 608397

9-1311-431-00-123-042-0-733 → \$10,355.00 < -1,035.50 >      9-1203-431-00-123-005-0-734 → \$19,393.03 < -1,939.30 >  
 = \$9,319.50      = \$17,453.73  
 9-1311-431-00-123-042-0-734 → \$6,608.22 < -660.82 >      **\$32,720.63**  
 = \$5,947.40

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 2-18-09 Valley Paving, Inc.  
 CONTRACTOR

By: *[Signature]*

State of Texas  
 County of Hidalgo  
 Subscribed and sworn to before me this 18  
 day of February, 2009

*[Signature]*  
 Notary Public  
 My Commission expires: 11/21/09



Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 2-18-09 HINOJOSA ENGINEERING INC.  
 ENGINEER

By: *[Signature]*

INVOICE RECEIVED BY: *[Signature]* ON 2/19/09  
 GOODS/SERVICES RECEIVED BY: *[Signature]* ON 2/19/09



Item No.	Description	Quantity	Unit	Unit Price	Project Amount	RFP 1			RFP 2 & FINAL		
						Monthly Quantity	Quantity to Date	Item Cost (Monthly)	Monthly Quantity	Quantity to Date	Item Cost (Monthly)
100	Roadway										
134	Preparing ROW Backfill	13.07	STA	\$ 750.00	\$9,802.50	13.07	13.07	\$9,802.50	0	13.07	\$0.00
247	Flex Base (8")	903.50	CY	\$ 26.00	\$23,491.00	903.5	903.5	\$23,491.00	0	903.5	\$0.00
251	Reworking Base Material (DC) (TY D C12)	903.50	CY	\$ 3.25	\$2,936.38	903.5	903.5	\$2,936.38	0	903.5	\$0.00
262	Lime Tt for BS Crse	3,850.00	SY	\$ 2.50	\$9,625.00	3850	3850	\$9,625.00	0	3850	\$0.00
262	Lime (TY A Slurry), (TY B or TY C)	19.34	TON	\$ 150.00	\$2,901.00	19.34	19.34	\$2,901.00	0	19.34	\$0.00
310	Prime Coat (MC-30)	706.00	GAL	\$ 4.00	\$2,824.00	0	0	\$0.00	706	706	\$2,824.00
340	Asphalt Concrete Pavement Type "D"	3,475.00	SY	\$ 6.55	\$22,761.25	0	0	\$0.00	3475	3475	\$22,761.25
502	Barricades, Signs & Traffic Handling	1.50	MO	\$ 3,685.00	\$5,527.50	1.5	1.5	\$5,527.50	0	1.5	\$0.00
506	Construction Exits (TY 2) (Install)	72.50	SY	\$ 25.00	\$1,812.50	72.5	72.5	\$1,812.50	0	72.5	\$0.00
506	Construction Exits (TY 2) (Remove)	72.50	SY	\$ 10.00	\$725.00	72.5	72.5	\$725.00	0	72.5	\$0.00
5249	Temp Sediment Control Fence	208.00	LF	\$ 4.50	\$936.00	208	208	\$936.00	0	208	\$0.00
5249	Temp Sediment Control Fence (Remove)	208.00	LF	\$ 2.00	\$416.00	0	0	\$0.00	208	208	\$416.00
530	Turnouts (Asph-Conc-Pav)	72.50	SY	\$ 12.00	\$870.00	72.5	72.5	\$870.00	0	72.5	\$0.00
464	Drainage										
464	RCP (CL III) (18")	84	LF	\$ 25.00	\$2,100.00	0	0	\$0.00	84	84	\$2,100.00
464	RCP (CL III) (15")	285	LF	\$ 23.00	\$6,555.00	0	0	\$0.00	0	0	\$0.00
467	Safety End Treatment	2	EA	\$ 850.00	\$1,700.00	0	0	\$0.00	2	2	\$1,700.00
530	Driveways (TY PRB-1) (ACP) (1")	55	SY	\$ 12.00	\$660.00	0	0	\$0.00	55	55	\$660.00
530	Driveways (TY PRB-1) (Concrete)	131	SY	\$ 45.00	\$5,895.00	0	0	\$0.00	131	131	\$5,895.00
TOTAL					\$103,498.63	Totals: \$60,587.38			Totals: \$36,356.25		

Totals to Date:  
 Roadway: \$86,588.63  
 Drainage: \$10,355.00  
 Total: \$96,943.63

Roadway: \$60,587.38  
 Drainage: \$0.00

Roadway: \$26,001.25  
 Drainage: \$10,355.00

Prepared and Checked by:   
 Printed Name: Ricardo Hinojosa, P.E.

Date: 2.18.09

9.1311.431.00.123.412.0.733 → 10,355.00 → 11,035.50 → \$9,319.50  
 9.1311.431.00.123.412.0.734 → 6,608.82 → 5,947.40  
 9.1203.431.00.123.405.0.734 → 19,393.03 → 17,453.73  
 \$ 32,720.63

**LIST OF SUPPLIERS**  
**&**  
**FINAL WAIVER OF LIEN**  
Amberland Subdivision

Valley Caliche Products, Inc.

(Caliche Base Material)  
(Hot Mix Asphaltic Concrete)

Chemical Lime Company

(Lime Stabilizer Material)

(This Lien is a copy, as soon as original is received appx. 6 days by mail  
It will be forwarded to Auditors office. Attn: Rossana  
Please acknowledge this faxed copy so as to not further delay payment.)

El Alamo Concrete

(Concrete)

PARTIAL/FINAL WAIVER OF LIEN

THE STATE OF TEXAS

COUNTY OF HIDALGO

The undersigned contracted with Valley Caliche Products, Inc.  
to furnish Caliche  
in connection with certain improvements to real property in located in Mission, Texas, Hidalgo  
County, Texas and owned by Hidalgo County Precinct No. 3  
Which improvements are described as follows:

Roadway and Drainage Construction for Amberland Subdivision

In consideration of Pay Estimate No. 2 in the amount of Five Thousand Three Hundred Twenty Seven  
Dollars and 13/100 (\$ 5,327.13) 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 bill 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.~~

Valley Caliche Product, Inc.

Supplier

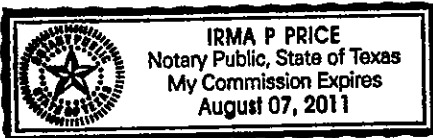
By: Mark Mosheral  
TITLE VICE PRESIDENT

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 11TH day of FEBRUARY 2009 to  
certify which witness my hand and seal of office.

Irma P. Price

NOTARY PUBLIC in and for the State of Texas

My Commission Expires: 8-7-11



LETTER OF WARRANTY

TO: Hinojosa Engineering  
108 W. 18<sup>th</sup> St.  
Mission, Texas 78572

OWNER: Hidalgo County  
2812 S. Bus. Hwy. 281  
Edinburg, Texas 78539

PROJECT: Hidalgo County Pct. No. 3 - Amberland Subdivision

Valley Paving, Inc., the Contractor who performed Paving and/or Utility construction work on the above mentioned project for Hidalgo County owner or General Contractor, done in accordance with Contract Documents, Valley Paving, Inc. does hereby relieve the owner of liability in respect to any responsibility for faulty materials and or workmanship done on our part.

As Contractor, Valley Paving, Inc. warrants and guarantees all materials and equipment furnished and work performed for a period of ONE (1) year starting from the date of Substantial Completion.

Warranty to take effect as of February 12<sup>th</sup>, 2009.

~~VALLEY PAVING, INC.~~

~~Oscar Cordova, President~~

State of Texas,  
County of Hidalgo,

BEFORE ME, a Notary Public in and for the State of Texas on this day personally appeared Oscar Cordova who, being by me duly sworn, on this oath says that he is the Paving & Utility Contractor who performed the construction on the above mentioned project and is duly authorized to make this affidavit.

Sworn to and subscribed before me this 12<sup>th</sup> day of February, 2009

Rosalinda Trevino  
Rosalinda Trevino.  
My Commission Expires: 02-23-11



PARTIAL/FINAL WAIVER OF LIEN

THE STATE OF TEXAS

COUNTY OF HIDALGO

The undersigned contracted with El Alamo Concrete  
to furnish Concrete

in connection with certain improvements to real property in located in Mission, Texas, Hidalgo  
County, Texas and owned by Hidalgo County Precinct No. 3

Which improvements are described as follows:

Roadway and Drainage Construction for Amberland Subdivision

In consideration of Pay Estimate No. 2 in the amount of Seven Hundred Twelve Dollars and no/cents  
(\$ 712.00) 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 bill 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.

El Alamo Concrete

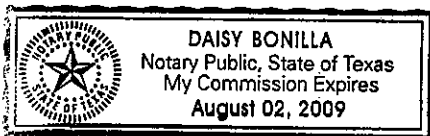
Supplier

By: \_\_\_\_\_

TITLE

SECRETARY

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 13th day of February 2009 to certify which witness my hand and seal of office.



Daisy Bonilla

NOTARY PUBLIC in and for the State of Texas

My Commission Expires: 8-2-2009

**PARTIAL/FINAL WAIVER OF LIEN**

**THE STATE OF TEXAS**

**COUNTY OF HIDALGO**

The undersigned contracted with Chemical Lime Company of Texas  
to furnish Lime

in connection with certain improvements to real property in located in Mission, Texas, Hidalgo  
County, Texas and owned by Hidalgo County Precinct No. 3

Which improvements are described as follows:

Roadway and Drainage Construction for Amberland Subdivision

In consideration of Pay Estimate No. 2 in the amount of Two Thousand Seven Hundred Forty Eight Dollars and 12/100 (\$2,748.12) 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 bill 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.

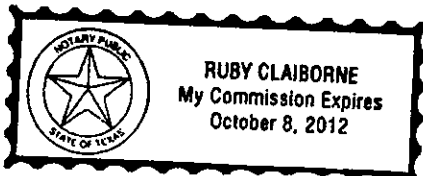
This release only becomes effective when the check, properly endorsed, has cleared the bank

initials MB

Chemical Lime Company of Texas  
Supplier

By: Alice Barboza, CCE  
TITLE Credit Specialist

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 11th day of February, 2009, to certify which witness my hand and seal of office.



Ruby Claiborne  
NOTARY PUBLIC in and for the State of Texas  
My Commission Expires: 10-8-12



### Contract Time Statement

ESTIMATE NO. 2 & final CONTRACTOR Valley Paving Inc.  
 PROJECT NO. CAPOB-013-05-21-LRM COUNTY Hidalgo DATE WORK BEGAN 09/08/08  
 TIME COMPUTED FROM \_\_\_\_\_ DATE WORK COMPLETED 02/11/09

MONTH	DATE OR DAYS	WORKING DAYS CHARGED	Amberland Subd. DAYS CREDITED AND REASONS THEREFORE	
2009				
January	28	1	7 1/2	Finished caliche to prime
	29	1	7 1/2	Continued to finish caliche
	30			No work
2009				
February	2	1	7 1/2	Worked on caliche driveways
	3	1	7 1/2	Finished caliche driveways & poured concrete driveways
	4	1	7 1/2	Started culverts at entrance & primed half of street
	5	1	7 1/2	Finished RCP & primed other half of street
	6			No work
	9	1	7 1/2	Layed Hot Mix Asphalt & finished street
	10	1	7 1/2	Cleanup & Dressup
	11	1	5	Finished Asphalt Driveways

TOTALS      0      0

NO. OF CONTRACT WORKING DAYS \_\_\_\_\_ NO. WORKING DAYS CHARGED TO DATE 0

ASSESSED LIQUIDATED DAMAGES: NO. \_\_\_\_\_ PER DAY \$ \_\_\_\_\_ TOTAL \$ 0.00

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 DATES. TIME EXTENSION MUST BE INDICATED AND REFERENCED TO RELATED PROVISION OF CONTRACT. SEE BOOKLET OF INSTRUCTIONS, CONSTRUCTION ESTIMATES DATED SEPTEMBER 1, 1956

**CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS**

**PROJECT:** Hidalgo County Pct. No. 3 - Amberland Subd.      **PROJECT NO.**  
**OWNER:** Hidalgo County      **CAP 08-013-05-21-IRM**  
**CONTRACTOR:** Valley Paving, Inc.  
**ENGINEER:** Hinojosa Engineering

*The Contractor, in accordance with the Contract Documents, and in consideration for the full and final payment to the Contractor for all services in connection with the project, does hereby waive and release any and all liens, or any and all claims to liens which the Contractor may have on or affecting the project as a result of its contract(s) for the Project or for performing labor and/or furnishing materials in any way connected with the construction of any aspect of the project. The Contractor further certifies and warrants that all subcontractors of labor and/or materials for the Project, except as listed below, have been paid in full for all labor and/or materials supplied to, for, through or at the direct or indirect request of the Contractor prior to, through and including the date of this affidavit.*

**EXCEPTIONS:** (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

"None"

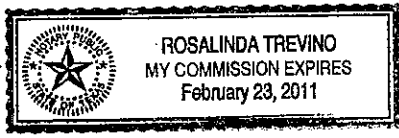
**CONTRACTOR** Valley Paving, Inc.

By :  \_\_\_\_\_

Title **President**

Subscribed and sworn to before me this      12th      day of **February, 2009**

Notary Public:  \_\_\_\_\_



My Commission Expires: **02-23-11**

**CONTRACTOR'S AFFIDAVIT OF  
PAYMENT OF DEBTS AND CLAIMS**

**PROJECT:** Hidalgo County Pct. No. 3 - Amberland Subd.  
**OWNER:** Hidalgo County  
**CONTRACTOR:** Valley Paving, Inc.  
**ENGINEER:** Hinojosa Engineering

**PROJECT NO.**  
CAP 08-013-05-21-LRM

*The Contractor in accordance with the Contract Documents, hereby certifies that, except as listed below, all obligations for all materials and equipment furnished, for all work labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible have been paid in full or have otherwise been satisfied in full.*

**EXCEPTIONS:** (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

"None"

**CONTRACTOR** Valley Paving, Inc.

By: \_\_\_\_\_

Title President

Subscribed and sworn to before me this 12th day of February, 2009

Notary Public: \_\_\_\_\_

My Commission Expires: 02-23-11



**HIDALGO COUNTY AUDITOR'S OFFICE  
BORDER COLONIA ACCESS PROGRAM**

**DOCUMENTATION REQUIRED ON ROAD CONSTRUCTION PROJECTS**

PROJECT IN PROGRESS		
ITEM#	DOCUMENTS REQUIRED FOR PAYMENT	DOCUMENT SOURCE
1	Application & Certification of Payment	Contractor
2	Schedule of Values	Engineer
3	Estimate Quantity Worksheet	Engineer
4	List of Supplier and Sub-contractors (as applicable)	Contractor
5	Partial Waiver of Liens (Sub- Contractors/Suppliers)	Contractor
6	Contract Time Statement	Engineer
7	Testing Table Report	Engineer
8	Wage Certification Statement	Program Director

The list of suppliers and waiver of liens are necessary to ensure that the County is not held liable for activities not under its control.

PROJECT COMPLETED		
ITEM#	DOCUMENTS REQUIRED FOR PAYMENT	DOCUMENT SOURCE
1 ✓	Application & Certification of Payment	Contractor
2	Schedule of Values	Engineer
3	Estimate Update Quantity Worksheet	Engineer
4 ✓	Certificate of Construction Completion	Contractor
5 ✓	Contractor's Affidavit of Release of Liens	Contractor
6 ✓	Contractor's Affidavit of Payments of Debts and Claims	Contractor

**NOTES:**

- 1) All Payments require Program Director and Commissioner's Court Approval.
- 2) If application for payment includes any change in contract amount, then a change order needs to be included (approved by TxDot and Commissioner's Court).

✓ Change Order - Quantitative Adjustment.  
 ✓ Final Release by Suppliers  
 ✓ Letter of Warranty  
 ✓ (Certified Payroll w/ Monthly Utilization Reports.)  
 will be turned in next week for last worked week ending 02/15/09 to be paid 02/20/09.

**APPLICATION FOR PAYMENT No. 2**

To Hidalgo County Border Colonia Access Program c/o Hidalgo County Pct.# 3 (OWNER)

From: Valley Paving, Inc. (CONTRACTOR)

Contract: County of Hidalgo

Project: Border Colonia Access Project Hidalgo County Pct. #3 Amberland Subd.

OWNER'S Contract No. 608397

ENGINEER'S Project No. \_\_\_\_\_

For Work accomplished through the date of: 02/12/09

1.	Original Contract Price:	\$ <u>103,498.63</u>
2.	Net change by Change Orders and Written Amendments (+or-):	\$ <u>-0-</u>
3.	Current Contract Price (1 plus 2):	\$ <u>103,498.63</u>
4.	Total completed and stored to date:	\$ <u>96,943.63</u>
5.	Retainage (per Agreement):	
	<u>0 %</u> of completed Work: \$ <u>-0-</u>	
	<u>0 %</u> of stored material: \$ <u>-0-</u>	
	Total Retainage:	\$ <u>-0-</u>
6.	Total completed and stored to date less retainage (4 minus 5)	\$ <u>96,943.63</u>
7.	Less previous Application for Payments:	\$ <u>54,528.64</u>
8.	DUE THIS APPLICATION (6 MINUS 7):	\$ <u>42,414.99</u>

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 \_\_\_\_\_ 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 Contract Documents and not defective.

Dated 02/12/09

**VALLEY PAVING, INC.**  
CONTRACTOR

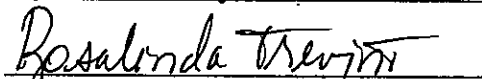
State of TEXAS

County of HIDALGO

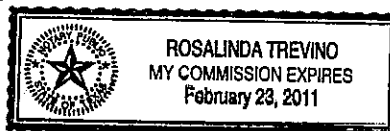
Subscribed and sworn to before me this 12<sup>th</sup>

Day of February, 2009

By: 

  
Notary Public

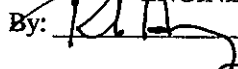
My Commission expires: 02-23-11



Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 2-18-09

HINOJOSA ENGINEERING INC  
ENGINEER

By: 

VALLEY PAVING INC.  
 321 E. 2 MILE LINE  
 MISSION, TX. 78574

PHONE (956) 585-5908  
 PHONE (956) 581-1370  
 FAX (956) 584-0057

TO: HIDALGO COUNTY PCT 3  
 C/O HINOJOSA ENGINEERING, INC.  
 MISSION, TX. 78572

PAYMENT  
 REQUEST  
 #2 & FINAL

2/12/2009

PROJECT: AMBERLAND SUBDIVISION

PAGE 1

DESCRIPTION	QTY	UNIT	UNIT PRICE	CONTRACT TOTAL	QTY. COMP.	TOTAL AMOUNT
1 PREPARING ROW	13.07	STA	\$ 750.00	\$ 9,802.50	13.07	\$ 9,802.50
2 BACKFILL TYPE A	13.07	STA	\$ 150.00	\$ 1,960.50	13.07	\$ 1,960.50
3 FLEXIBLE BASE TYPE D	903.5	CY	\$ 26.00	\$ 23,491.00	903.5	\$ 23,491.00
4 LIME TREATMENT FOR BASE COURSE	3850	SY	\$ 2.50	\$ 9,625.00	3850	\$ 9,625.00
5 LIME TREATMENT TYPE A SLURRY	19.34	TN	\$ 150.00	\$ 2,901.00	19.34	\$ 2,901.00
6 REWORKING BASE MATERIAL	903.5	CY	\$ 3.25	\$ 2,936.38	903.5	\$ 2,936.38
7 PRIME COAT MC 30	706	GAL	\$ 4.00	\$ 2,824.00	706	\$ 2,824.00
8 ASPHALT CONCRETE PAVEMENT TYPE D	3,475	SY	\$ 6.55	\$ 22,761.25	3475	\$ 22,761.25
9 BARRICADES SIGNS & TRAFFIC HANDELING	1.5	MO	\$ 3,685.00	\$ 5,527.50	1.5	\$ 5,527.50
10 CONSTRUCTION EXITS TYPE 2 INSTALL	72.5	SY	\$ 25.00	\$ 1,812.50	72.5	\$ 1,812.50
11 CONSTRUCTION EXITS TYPE 2 REMOVE	72.5	SY	\$ 10.00	\$ 725.00	72.5	\$ 725.00
12 TURNOUTS(ASPHALTIC CONCRETE PAVEMENT)	72.5	SY	\$ 12.00	\$ 870.00	72.5	\$ 870.00
13 TEMPORARY SEDIMENT CONTROLL FENCE (INSTALL)	208	LF	\$ 4.50	\$ 936.00	208	\$ 936.00
14 TEMPORARY SEDIMENT CONTROLL FENCE (REMOVE)	208	LF	\$ 2.00	\$ 416.00	208	\$ 416.00
15 RCP(CL3 18")	84	LF	\$ 25.00	\$ 2,100.00	84	\$ 2,100.00
16 RCP(CL3 15")	285	LF	\$ 23.00	\$ 6,555.00	0	\$ -
17 SAFETY END TREATMENTS	2	EA	\$ 850.00	\$ 1,700.00	2	\$ 1,700.00
18 DRIVE WAYS (ASPHALT CONCRETE PAVEMENT)	55	SY	\$ 12.00	\$ 660.00	55	\$ 660.00
19 DRIVE WAYS CONCRETE 3000 PSI	131	SY	\$ 45.00	\$ 5,895.00	131	\$ 5,895.00
TOTAL CONTRACT AMOUNT				\$ 103,498.63		
TOTAL AMOUNT COMPLETED TO DATE						\$ 96,943.63

**Schedule of Material Sampling and Testing Requirements**

MATERIAL OR PRODUCT		TEST FOR	TEST NUMBER	PROJECT TESTS		REMARKS
				LOCATION OR TIME OF SAMPLING	FREQUENCY OF SAMPLING	
TREATED SUBGRADE AND BASE COURSES	Base Material	Liquid Limit (A)	Tex-104-E	During stockpiling operations, from completed stockpile, or windrow (B)	Each 5,000 cu.yd.	
		Plasticity Index (A)	Tex-106-E	During stockpiling operations, from completed stockpile, or windrow (B)	Each 5,000 cu.yd.	
		Linear Shrinkage	Tex-107-E	During stockpiling operations, from completed stockpile, or windrow (B)		This test is only required when the liquid limit is not attainable, when performed in accordance with Tex-104-E.
		Gradation (A)	Tex-110-E	During stockpiling operations, from completed stockpile, or windrow (B)	Each 5,000 cu.yd.	
		Moisture/Density	Tex-113-E	During stockpiling operations, from completed stockpile, or windrow (B)	Each 20,000 cu.yd.	
		Triaxial (A)	Tex-117-E	During stockpiling operations, from completed stockpile, or windrow (B)	Each 20,000 cu.yd.	As required by the plans. When base material is from a source where the district has a record of satisfactory triaxial results, the frequency of testing may be reduced to one per 30,000 CY. If any one test falls below the minimum value required, the frequency of testing will return to the original frequency of 20,000 CY
	Lime	Compliance with DMS-4600		During delivery to project	Hydrated Lime: 1 PER Project. Commercial Lime Slurry: each 200 tons of lime or fraction thereof. Quick Lime: 1 Per Project.	Hydrated lime and quicklime sources not on the TxDOT Lime Quality Monitoring Program, described in DMS-6330, must be sampled for each 200 and 150 tons respectively.
	Complete Mixture	Pulverization Gradation	Tex-101-E	Roadway, after pulverization and mixing	As necessary for control	At the beginning of project, one test must be made for each 4,500 CY or 6,000 tons until Engineer is satisfied that acceptable pulverization results are obtained.
		Moisture Content	Tex-103-E	As designated by Engineer	Each 30,000 cu.yd.	Determine the appropriate moisture/density curve for each different material or notable change in material.
		In-place Density (A)	Tex-115-E	As designated by Engineer	Each 3,000 cu.yd. or 3000 lin.ft., min. one per lift	Determine appropriate moisture/density curve for each different material or notable change in material. Correct the moisture contents measured by nuclear density gauge with the moisture contents determined in accordance with Tex-103-E for each different material or notable change in material and adjust the density accordingly. Stabilizers and materials such as RAP, gypsum and iron ore tend to bias the counts for nuclear density gauges.
		Thickness (A)	Tex-140-E	As designated by Engineer	Each 3,000 cu.yd.	Not required where survey grade control documents are used for compliance
	COARSE AGGREGATE	L.A. Abrasion	Tex-410-A	Stockpile	1 per project, per source	Sampling and testing are not required when the published value of the source, as listed in the current Material Producer list for BRSQC, meets the project specifications.
		Magnesium Sulfate Soundness	Tex-411-A	Stockpile	1 per project, per source	Sampling and testing are not required when the published value of the source, as listed in the current Material Producer list for BRSQC, meets the project specifications.
		Gradation	Tex-200-F	Stockpile	1 per project, per source	To determine that no more than 20% passes a #8 sieve. Performed at the discretion of the Engineer.
MicroDeval		Tex-461-A	Stockpile	Approximately one every 5,000 tons of production	Testing frequency may be reduced or eliminated based on satisfactory history.	
Flat and Elongated Particles		Tex-280-F	Stockpile	1 per project, per source	Performed at the discretion of the Engineer.	
Coarse Aggregate Angularity		Tex-460-A	Stockpile	1 per project, per source	Performed at the discretion of the Engineer.	
Deleterious Material and Decant		Tex-217-F	Stockpile	1 per project, per source	Performed at the discretion of the Engineer.	
RAP	Decant	Tex-217-F	Stockpile	1 per project, per source		
	Plasticity Index	Tex-106-E	Stockpile	1 per project, per source	Only required when the decant exceeds 5%.	

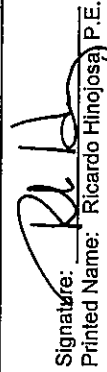
FINE AGGREGATE	Bar Linear Shrinkage	Tex-107-E	Stockpile	1 per project, per source	Performed at the discretion of the Engineer.
	Organic Impurities	Tex-408-A	Stockpile	1 per project, per source	Performed at the discretion of the Engineer.
	Gradation	Tex-200-F	Stockpile	1 per project, per source	Performed at the discretion of the Engineer. Used to determine if the material meets gradation requirements of fine aggregates.
MINERAL FILLER	Bar Linear Shrinkage	Tex-107-E	Bin or Silo	1 per project, per source	Performed at the discretion of the Engineer.
	Gradation	Tex-200-F	Bin or Silo	1 per project, per source	Performed at the discretion of the Engineer.
COMBINED AGGREGATE	Sand Equivalent	Tex-203-F	Stockpiles, hot bins or feeder belts	1 per project, per source	Performed at the discretion of the Engineer.
ASPHALT BINDER	Compliance with Item 300 Binder & Tack Coat		Sampled, tested and preapproved by CSTM&P. Take project samples when designated by the Engineer. Plant for Binder & Road for Tack Coat	1 for each binder and tack coat per project, per grade, per source	Some asphalt at plant. Sample tack coat at the distributor on the roadway. Binder should arrive on the project pre-approved. If not pre-approved, sample binder before use.
COMPLETE MIXTURE	Asphalt Content (%)	Tex-236-F	Truck Sample	Minimum of 1 per day	Determine correlation factors for ignition oven use at a minimum of one per project
	Voids in Mineral Aggregates (VMA)	Tex-207-F	Truck Sample Plant Produced	1 per day	
	Gradation	Tex-236-F	Truck Sample	Minimum of 1 per day	Determine correlation factors for ignition oven use at a minimum of one per project
	Boil Test	Tex-530-C	Truck Sample	1 per project	Unless waived by the Engineer.
	Indirect Tensile-Dry	Tex-226-F		1 per project, per design	Unless waived by the Engineer.
	Lab Molded Density	Tex-207-F	Truck Sample	1 per day	
	Hamburg Wheel Tracker	Tex-242-F	Truck Sample	1 per project	Sample during production
ROADWAY	Tack Coat Adhesion	Tex-247-F	Roadway	1 per project	Performed at the discretion of the Engineer.
	Air Voids	Tex-207-F	Selected by Engineer	1 per day (2 cores)	When required.
	Ride Quality Type A Type B	Tex 1001-S	Travel Lanes	As per specification	Engineer may verify Contactor's results.

Amberland Subdivision  
 Colonia Testing Requirements

MATERIAL		TEST	DESCRIPTION	REQUIRED	REMARKS	Amber Road CS-J2C1080042	Amberland Subdivision
FLEX. BASE	Tex-101-E	Prep. Soils and Flex. Base		YES			
	Tex-103-E	Moisture Content		Optional			
	Tex-104-E	Determining Liquid Limit of Soils		YES			
	Tex-105-E	Determining Plastic Limit of Soils		NO			
	Tex-106-E	Calculating Plasticity Index		YES			
	Tex-110-E	Particle Size Analysis		YES			
	Tex-113-E	Moisture Density Relation of Base Materials (including lime)		YES			
Tex-116-E	Wet Ball Mill Method		YES				
Tex-117-E	Triaxial Compression for Base Material (includes lime)		YES				
Tex-118-E	In-Place Density		YES				
		Thickness		YES			
LIME	Tex-600-J	Lime Testing Procedure		YES	Required for all flexible bases (Caliche)		
HOT MIX	Tex-207-F	Determining Density of Compacted Bituminous Mixtures		YES			
	Tex-208-F	Test for Stability Value of Bituminous Mixtures		Optional			
	Tex-210-F	Deter. Asph. Content of Bituminous Mixtures by Extraction		YES			
	Tex-229-F	Combined HMA/C Cold Belt Sampling and Testing Procedures		YES			
	Tex-236-F	Deter. Asph. Content from Asph. Paving Struct. By Ignition Method		Optional			
	Tex-212-E	Determining Moisture Content of Bituminous Mixtures		NO			
	Tex-213-E	Determining Hydrocarbon - Volatile Content of Bituminous Mixtures		NO			
EMBANKMENTS	Tex-114-E	Laboratory Compaction Charact. & Moist. - Density Relat. Of Subgrade & Embankment Soils		NO			
	Tex-115-E	In-Place Density		NO			
	Texas SDHPT Bulletin C-14			NO			
	ASTM-D-2950/76			NO			
	AASHTO-T-166			NO			

1) Testing for this procedure has been performed and passed.

Date: 2-18-09

Signature:  Printed Name: Ricardo Hinojosa P.E.

Prepared and Checked By:



**L&G Engineering Laboratory**

Construction Material Testing  
Geotechnical Engineering

2100 W. Expressway 83 Mercedes, TX 78570 (956) 565-0760  
900 S. Stewart Rd. Ste. 6 Mission, TX 78572 (956) 583-7117

**PROCTOR  
TEST REPORT**

Project Description: Amberland Subdv.(CAP)  
Client: Hidalgo County Pct. #3 (CAP)  
Engineer: Hinojosa Engineering  
Contractor: Valley Paving

L&G Project Number: L37817  
L&G Report Number: R001  
Sample Date: 01/14/2009  
Date Reported: 01/16/2009

Field Number: Roadway

Page 1 of 1

Compaction Method: ASTM D-698

Specific Gravity: 2.65

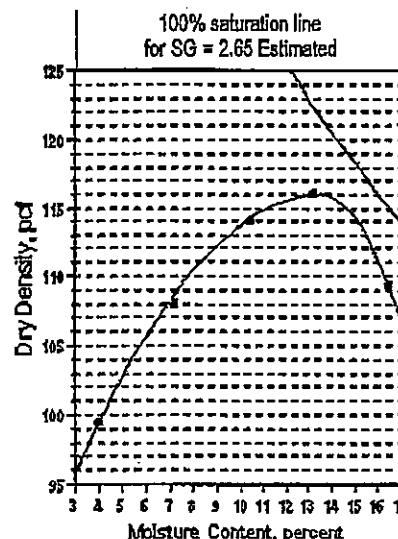
Material Description: Limed Subgrade

Liquid Limit: 30  
Plastic Limit: 19  
Plasticity Index: 11  
% Passing No. 200: 0.0  
Group Symbol: GP

Specimen No.:	1	2	3	4	5
Moisture, %:	3.9	7.2	10.5	13.3	16.4
Dry Density (pcf):	99.1	108.0	114.0	116.0	109.8

Maximum Dry Density in P.C.F.: 116.0

Optimum Moisture (%): 13.5



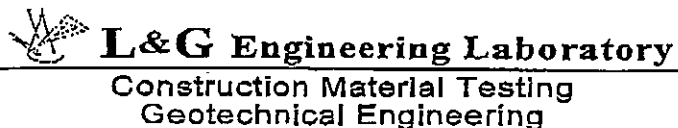
Remarks: ( Minus 200 N/A )

Test Method: ASTM D-698 Method-A

Orig: Hidalgo County Pct. #3 (CAP) (Mission, TX)  
(1-cc copy)  
1-cc Hinojosa Engineering  
1-cc Valley Paving  
1-cc Laboratory

Respectfully Submitted,  
L&G Engineering Laboratory

Ricardo A. Gil, Lab Manager



2100 W. Expressway 83 Mercedes, TX 78570 (956) 565-0760  
 900 S. Stewart Rd. Ste. 6 Mission, TX 78572 (956) 583-7117

## PROCTOR TEST REPORT

**Project Description:** Amberland Subdv.(CAP)  
**Client:** Hidalgo County Pct. #3 (CAP)  
**Engineer:** Hinojosa Engineering  
**Contractor:** Valley Paving

**L&G Project Number:** L37817  
**L&G Report Number:** R002  
**Sample Date:** 01/15/2009  
**Date Reported:** 01/17/2009

**Field Number:** Roadway

**Page 1 of 1**

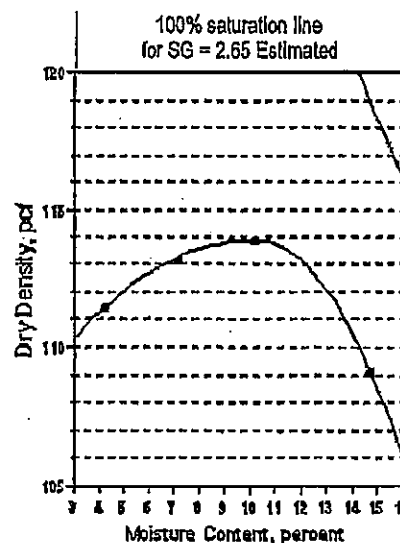
**Compaction Method:** ASTM D-698  
**Material Description:** Caliche (Base Material)

**Specific Gravity:** 2.65

**Liquid Limit:** 24  
**Plastic Limit:** 17  
**Plasticity Index:** 7  
**% Passing No. 200:** 0.0  
**Group Symbol:** CL

Specimen No.:	1	2	3	4
Moisture, %:	4.3	7.2	10.3	14.7
Dry Density (pcf):	111.5	113.1	113.9	109.2

**Maximum Dry Density in P.C.F.:** 113.9  
**Optimum Moisture (%):** 10.3



**Remarks:** Minus 200 N/A, Wet Ball Mill Value 30 %  
**Test Method:** ASTM D-698 Method-A

**Orig:** Hidalgo County Pct. #3 (CAP) (Mission, TX)  
 (1-cc copy)  
 1-cc Hinojosa Engineering  
 1-cc Valley Paving  
 1-cc Laboratory

Respectfully Submitted,  
 L&G Engineering Laboratory

Ricardo A. Gil, Lab Manager



**L&G Engineering Laboratory**

Construction Material Testing  
Geotechnical Engineering

2100 W. Expressway 83 Mercedes, TX 78570 (956) 565-0760  
900 S. Stewart Rd. Ste. 6 Mission, TX 78572 (956) 583-7117

**FIELD DENSITIES  
TEST REPORT**

Project Description: Amberland Subdv.(CAP)  
Client: Hidalgo County Pct. #3 (CAP)  
Engineer: Hinojosa Engineering  
Contractor: Valley Paving

L&G Project Number: L37817  
L&G Report Number: R003  
Sample Date: 01/20/2009  
Date Reported: 01/20/2009

Page 1 of 1

Material Description	Subgrade		
Required % Proctor	95	Moisture Tolerance	13.5
	Proctor No	Optimum % Moisture	Opt. Density, LB/CF
	LIME SUBGR.	13.5	116.0

Test No.	Test Location	Proctor No	Moisture Content	Dry Density	Percent Compaction	Depth (Inch)
1	E. Jefferson St. 600ft W. of Glasscock Intersection 1ft North of CL	LIME SUBGR.	12.2%	111.7 pcf	96.3% (Pass)	6"
2	E. Jefferson St. 400ft W. of Glasscock Intersection 5ft South of CL	LIME SUBGR.	13.0%	110.6 pcf	95.3% (Pass)	6"
3	E. Jefferson St. 100ft W. of Glasscock Intersection 4ft North of CL	LIME SUBGR.	11.9%	110.6 pcf	95.3% (Pass)	6"

Remarks: Test results are in general compliance with the project specifications except as noted.  
Test Methods: ASTM D2922, D3017

Orig: Hidalgo County Pct. #3 (CAP) (Mission, TX)  
(1-cc copy)  
1-cc Hinojosa Engineering  
1-cc Valley Paving  
1-cc Laboratory

Respectfully Submitted,  
L&G Engineering Laboratory

Ricardo A. Gil, Lab Manager



**L&G Engineering Laboratory**

Construction Material Testing  
Geotechnical Engineering

2100 W. Expressway 83 Mercedes, TX 78570 (956) 585-0760  
900 S. Stewart Rd. Ste. 6 Mission, TX 78572 (956) 583-7117

**FIELD DENSITIES  
TEST REPORT**

Project Description: Amberland Subdv.(CAP)  
Client: Hidalgo County Pct. #3 (CAP)  
Engineer: Hinojosa Engineering  
Contractor: Valley Paving

L&G Project Number: L37817  
L&G Report Number: R004  
Sample Date: 01/27/2009  
Date Reported: 01/27/2009

Page 1 of 1

Material Description	Subgrade		
Required % Proctor	98	Moisture Tolerance	10.3
	Proctor No	Optimum % Moisture	Opt. Density, LB/CF
	L37817-2	10.3	113.9

Test No.	Test Location	Proctor No	Moisture Content	Dry Density	Percent Compaction	Depth (Inch)
1	Amberlane Sta. 3+50 5ft S. of CL	L37817-2	11.1%	124.8 pcf	109.6% (Pass)	6"
2	Amberlane Sta. 8+00	L37817-2	12.1%	118.5 pcf	104.0% (Pass)	6"

Remarks: Test results are in general compliance with the project specifications except as noted.  
Test Methods: ASTM D2922, D3017

Orig: Hidalgo County Pct. #3 (CAP) (Mission, TX)  
(1-cc copy)  
1-cc Hinojosa Engineering  
1-cc Valley Paving  
1-cc Laboratory

Respectfully Submitted,  
L&G Engineering Laboratory

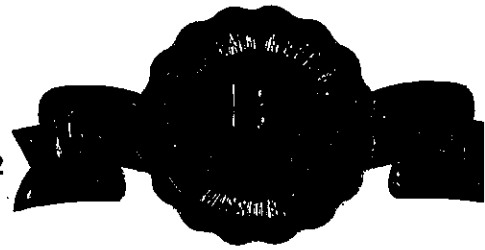
Ricardo A. Gil, Lab Manager



**HINOJOSA ENGINEERING, INC.**

STRUCTURAL ENGINEERING • CIVIL ENGINEERING  
LAND SURVEYING

108 W. 18TH ST. MISSION, TEXAS 78572



**TRANSMITTAL LETTER**

**PROJECT:** AMBERLAND SUBDIVISION. PROJECT # 06-168  
BARNEY GROVES SUBDIVISION DATE: 2-18-09. 06-355

**TO:** PCT. 2 BORDER COLONIAS.

If enclosures are not as noted, please  
Inform us immediadialy.

If checked below, please,

- ( ) Acknowledge receipt of enclosure.
- ( ) Return enclosures to us.

**ATTN:** AGAPITO VARGAS.

**WE TRANSMIT:**

- HEREWITH ( ) UNDER SEPERATE COVER VIA \_\_\_\_\_
- ( ) IN ACCORDANCE WITH YOUR REQUEST \_\_\_\_\_

**FOR YOUR:**

- ( ) APPROVAL ( ) RECORD  INFORMATION
- ( ) REVIEW & COMMENT ( ) DISTRIBUTION TO PARTIES

**THE FOLLOWING:**

- ( ) DRAWINGS ( ) SHOP DRAWING REPRODUCIBLES ( ) SAMPLES
- ( ) SPECIFICATIONS ( ) SHOP DRAWING PRINTS ( ) PRODUCT LITERATURE
- CHANGE ORDER  OTHER APPLICATION FOR PAYMENT.

COPIES	DATE	DESCRIPTION
1	2-18-09	ORIGINAL APPLICATION NO. 2 & FINAL - AMBERLAND
1		CHANGE ORDER - AMBERLAND
1		TABULATION OF CHANGE ORDER No. 1 FOR BARNEY GROVES SUBDIVISION.

**REMARKS:**

**COPIES TO:**

**FILE**

RECEIVED  
Yolie Jackson

FEB 19 09

Hidalgo County  
PRECINCT #2

Border Colonia Access Program  
Checklist for Documents Required for Road Construction

Contractor: Valley paving, Inc.  
 Contract Amount: \$ 103,498.63  
 Project/Precinct: Amberland / Pct. 3  
 Owner's Contract No.: \_\_\_\_\_

Item	Required Documents	Submitted & Reviewed	Approved	Comments:
	<b>INITIATION OF PROJECT</b>			
1	Approval to Bid (Purchasing)			
2	Contract - Signed and Executed			
3	Gen. Liability Insurance - (Expiration Date)			
4	Automobile Lib. Insurance - (Expiration Date)			
5	Worker's Comp. & Empl. Liab. (Expiration Date)			
6	Notice to Proceed			
7	Material Sample & Testing Table Sent to Auditor's Office			
	<b>FINANCIAL</b>			
8	Application and Certification of Payment (A)	✓	✓	
9	Schedule of Values a/k/a 1257/1258	✓	✓	
10	Estimate Quantity Update Worksheet	✓	✓	
11	List of Suppliers and Sub-contractors	✓	✓	
12	Partial Waiver of Liens (Sub-contractors/suppliers)			
13	TxDot Form 252 Contract Time Statement	✓	✓	
14	Payroll Report w/signed Wage Form			
15	Change Order (Requires TxDot Concurrence)	✓	✓	Change Order 10 / Approved 3/2/19
16	Punch List	✓	✓	List of Suppliers
17	Certificate of Construction Completion			
18	Approval by Commissioner's Court			
19	Contractor's Affidavit of Release (Waiver) of Liens (with power of attorney)(B)	✓	✓	
20	Affidavit of Payment of Debts & Claims-lien bond & indemnity bonds(w/power of attorney)(B)	✓	✓	
21	Consent of Surety to Final Payment(with power of attorney)(B)			
22	Final Blue Prints			