

APPLICATION FOR RELEASE OF RETAINAGE

AI-14823 4/7/09

To: Hidalgo County (OWNER)
 From: Valley Paving Inc. (CONTRACTOR)
 Contract: CAP-08-008-03-26 LRM
 Project: Road and Drainage Construction of Villa Capri Subdivision
 OWNER's Contract No. CAP-08-008-03-26 264 ENGINEER's Project No. 06-167
 For Work accomplished through the date of: 1/30/2009

1. Original Contract Price:	\$ 98,217.37
2. Net change by Change Orders and Written Agreements (+ or -):	\$ 2,437.50
3. Current Contract Price (1 plus 2):	\$ 100,654.87
4. Total completed and stored to date:	\$ 100,654.87
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):	\$ 100,654.87
7. Less previous Application for Payments:	\$ 90,589.38
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7):	\$ 10,065.49

P.O.# 605351

Accompanying Documentation:

9-1311-206-00-000-018-0-000 =
\$10,065.49

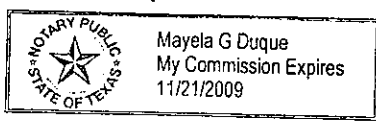
CONTRACTOR'S Certification:

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 3-9-09 Valley Paving Inc.
 CONTRACTOR

By: [Signature]
 State of Texas
 County of Hidalgo
 Subscribed and sworn to before me this 9
 day of March, 2009

INVOICE RECEIVED BY:
[Signature] ON 3/11/09
 GOODS/SERVICES RECEIVED BY:
[Signature] ON 3/11/09



Mayela G Duque
 Notary Public
 My Commission expires: 11/21/2009

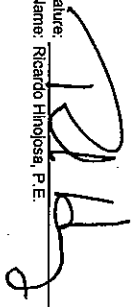
Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 3-09-09 HINOJOSA ENGINEERING Inc
 ENGINEER
 By: [Signature]

Item No.	Description	Quantity	Unit	Unit Price	Project Amount	RPP 1		RPP 2		RPP 3 & Final		Balance to Finish	
						Monthly Quantity	Quantity to Date	Monthly Quantity	Quantity to Date	Monthly Quantity	Quantity to Date	Quantity	Dollars
100	Preparing ROW	10.63	STA	\$855.00	\$9,088.65	10.63	10.63	0	0	10.63	10.63	0	\$ -
110	Excavation	14.45	CY	\$4.20	\$6,069.00	14.45	14.45	0	0	14.45	14.45	0	\$ -
247	Flex Base	7.95	CY	\$21.45	\$15,765.75	367.5	7	367.5	7	735	735	0	\$ -
251	Reworking Base Material (DC)(TY D CL2)	2893	SY	\$5.80	\$4,263.00	315	315	420	420	735	735	0	\$ -
252	Lime Treated Base (6")	2893	SY	\$1.50	\$4,282.50	1417.5	1417.5	2835	2835	2835	2835	0	\$ -
310	Prime Coat (TY A or B)	15.73	TON	\$127.86	\$2,011.24	7.86	7.86	7.87	15.73	15.73	15.73	0	\$ -
340	Lime Coat (M-C-30)	570	GAL	\$3.95	\$2,251.50	0	0	285	285	570	570	0	\$ -
382	Asphalt Concrete Payment Type "D"	242.36	TON	\$66.05	\$16,007.88	0	0	122	122	242.36	242.36	0	\$ -
502	Barricades, Signs & Traffic Handling	1.5	MO	\$1,500.00	\$2,250.00	1.5	1.5	0	0	1.5	1.5	0	\$ -
505	Construction Exits (TY 2) (Install)	145	SY	\$40.00	\$5,800.00	72	72	73	73	145	145	0	\$ -
506	Construction Exits (TY 2) (Remove)	145	SY	\$20.00	\$2,900.00	72	72	73	73	145	145	0	\$ -
530	Turnouts (Asph-Conc-Pav)	145	SY	\$11.20	\$1,624.00	0	0	0	0	145	145	0	\$ -
644	Small Road Sign Assm (TY A)	2	EA	\$500.00	\$1,000.00	0	0	0	0	2	2	0	\$ -
Drainage													
464	RCP (CL III) (15")	345	LF	\$15.50	\$5,347.50	0	0	0	0	0	0	0	\$ -
464	RCP (CL III) (18")	108	LF	\$17.50	\$1,890.00	0	0	0	0	0	0	0	\$ -
467	Safety End Treatment	4	EA	\$600.00	\$2,400.00	0	0	0	0	0	0	0	\$ -
529	Concrete Curb and Gutter	0	LF	\$5.25	\$0.00	1145	1145	1155	2300	2300	2300	0	\$ -
5249	Temp Sediment Control Fence (Remove)	280	LF	\$4.00	\$1,040.00	130	130	130	260	260	260	0	\$ -
5249	Temp Sediment Control Fence (Remove)	260	LF	\$1.50	\$390.00	0	0	0	0	260	260	0	\$ -
530	Driveways (TY PRB-1) (ACPI) (1")	73	SY	\$11.20	\$817.60	0	0	73	73	73	73	0	\$ -
530	Driveways (TY PRB-1) (Concrete)	357.5	SY	\$36.50	\$13,048.75	94	94	251	251	357.5	357.5	0	\$ -
TOTAL						\$98,217.37	\$34,531.00	\$45,202.08	\$10,921.78	\$0.00	\$0.00	\$0.00	\$0.00

Totals to Date: Roadway: \$34,568.75 Drainage: \$9,982.25
 Roadway: \$28,639.23 Drainage: \$16,692.85
 Roadway: \$10,075.53 Drainage: \$846.25
 Roadway: \$0.00 Drainage: \$0.00

Prepared and Checked By:

Signature: 
 Printed Name: Ricardo Hinojosa, P.E.

Date: 3-26-09

LIST OF SUPPLIERS
&
FINAL WAIVER OF LIEN
Villa Capri Subdivision

Valley Caliche Products, Inc.
(Hot Mix Asphaltic Concrete)

Magic Valley Concrete
(Concrete)

Note: Auditor's Office – Attn: Rossana
Final Waiver of Lien's
Attached

PARTIAL/FINAL WAIVER OF LIEN

THE STATE OF TEXAS

COUNTY OF HIDALGO

The undersigned contracted with Magic Valley Concrete Co.
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:

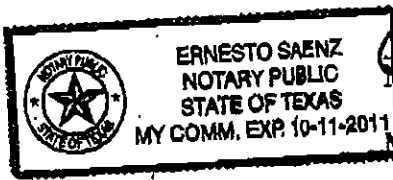
Roadway Paving and Drainage Construction for Villa Capri Subdivision

In consideration of Pay Estimate No. 3 in the amount of Two Hundred Thirty Four
Dollars and 50/100 (\$ 234.50) 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.

Magic Valley Concrete Co.
Supplier
By: [Signature]
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 16th day of February to
certify which witness my hand and seal of office.



[Signature]
NOTARY PUBLIC in and for the State of Texas
My Commission Expires: 10-11-2011

FEB-16-2009 MON 10:13 AM VALLEY PAVING

PARTIAL/FINAL WAIVER OF LIEN

THE STATE OF TEXAS

COUNTY OF HIDALGO

The undersigned contracted with Valley Caliche, Products
to furnish Asphalt

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 Paving and Drainage Construction for Villa Capri Subdivision

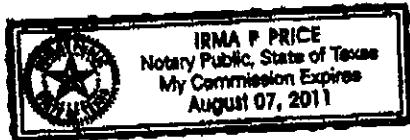
In consideration of Pay Estimate No. 3 in the amount of Seven Thousand, One Hundred Twelve Dollars and 76/100 (\$7,112.76) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's 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, Products
Supplier

By: Mark Motherhead
Title: Vice President / General Manger

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 16TH day of FEB., 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

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

PROJECT: Hidalgo County Pct. No. 3 - Villa Capri Subd. PROJECT NO.
OWNER: Hidalgo County CAP 08-008-03-26-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 16th 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 - Villa Capri Subd. PROJECT NO.
OWNER: Hidalgo County CAP 08-008-03-26-LRM
CONTRACTOR: Valley Paving, Inc.
ENGINEER: Hinojosa Engineering

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 16th day of February, 2009

Notary Public:

My Commission Expires: 02-23-11

Progress Estimate

Project: Hidalgo County Pct. No. 3
Villa Capri Subdivision

Project No.: CAP-08-008-03-26-LRM Estimate No. 4th & Final
for Period from 12/17/08 to 02/16/09

Notice to Proceed Date: 05/12/08
Contract Completion Date: _____
Approved Time Extensions: _____
Revised Contract Completion Date: 12/30/08

Contract Date: 04/22/08
Original Contract Amount: \$ 98,217.37
Revised Contract Amount: \$ 100,654.87

TOTAL AMOUNT WORK DONE TO DATE: \$ 100,654.87
Less Amount Due Retained: (-0-)
Less Previous Payments: (90,589.38)
AMOUNT DUE TO CONTRACTOR: \$ 10,065.49

Owner: Hidalgo County Pct. No. 3

Contractor: Valley Paving, Inc.

CERTIFICATE OF THE CONTRACTOR OR HIS DULY AUTHORIZED REPRESENTATIVE

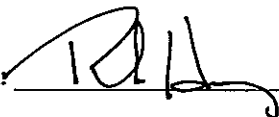
To the best of my knowledge, I certify that all times, quantities and prices of work and materials shown on the face of this estimate are correct; that all work has been performed and materials supplied in full accordance to the terms and conditions of the corresponding construction contractual documents between the Owner and the Contractor, including all changes authorized thereto; that the foregoing is a true and correct statement of the contract amount up to and including the last day of the period covered by this estimate and that no part of the "AMOUNT DUE CONTRACTOR" has been received.

I further certify that all just and lawful bills against the below named Contractor, for labor, material and Expandable equipment employed in the performance of said contract have been paid in full accordance with the Contract requirements.

DATE: 02/16/09 BY:  TITLE: President

CERTIFICATE OF ENGINEER'S REPRESENTATIVE

I certify that a qualified project representative was present on the project on a continual basis to observe Construction and that all materials and work included in this statement have been performed in general accordance with the construction plans and specifications and authorized changes thereto. I further certify that I have verified this estimate and that, to the best of my knowledge and belief, it is a true and correct statement of work performed and materials supplied by the Contractor, that the amount due him is correct and just.

PROJECT MANAGER:  DATE: 2-26-09

OWNER'S ACCEPTANCE: _____ DATE: _____

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 CO. PCT.3
 C/O HINOJOSA ENGINEERING
 108 W. 18TH. ST.
 MISSION, TX. 78572

PAYMENT
 REQUEST #3
 & FINAL

DATE: 2/16/2009

PROJECT: HIDALGO COUNTY PCT.3-VILLA CAPRI (ROADWAY CONSTRUCTION)

PAGE 1

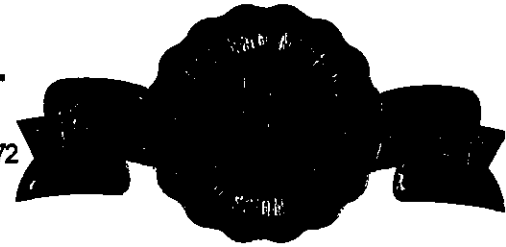
ITEM NUMBER	DESCRIPTION	ESTIMATED QUANTITIES	UNIT	UNIT PRICE	CONTRACT TOTAL	COMP. TO DATE	TOTAL AMOUNT
100	PREPARING ROW	10.63	STA.	\$ 855.00	\$ 9,088.65	10.63	\$ 9,088.65
110	EXCAVATION	1445	CY	\$ 4.20	\$ 6,069.00	1445	\$ 6,069.00
247	FLEXIBLE BASE	735	CY	\$ 21.45	\$ 15,765.75	735	\$ 15,765.75
251	REWORKING BASE MATERIAL (DC) (TY D CL2	735	CY	\$ 5.80	\$ 4,263.00	735	\$ 4,263.00
262	LIME TREATMENT FOR BASE (6")	2835	SY	\$ 1.50	\$ 4,252.50	2835	\$ 4,252.50
262	LIME FOR BASE (TY A OR B)	15.73	TON	\$ 127.86	\$ 2,011.24	15.73	\$ 2,011.24
310	PRIME COAT (MC-30)	570	GAL	\$ 3.95	\$ 2,251.50	570	\$ 2,251.50
340	ASPHALT CONCRETE PAVEMENT TYPE "D"	242.36	TON	\$ 66.05	\$ 16,007.88	242.36	\$ 16,007.88
502	BARRICADES SIGNS & TRAFFIC HANDLING	1.5	MO	\$ 1,500.00	\$ 2,250.00	1.5	\$ 2,250.00
506	CONSTRUCTION EXITS (TY2) (INSTALL)	145	SY	\$ 40.00	\$ 5,800.00	145	\$ 5,800.00
506	CONSTRUCTION EXITS (TY2) (REMOVE)	145	SY	\$ 20.00	\$ 2,900.00	145	\$ 2,900.00
5249	TEMP SEDIMENT CONTROL FENCE (INSTALL)	260	LF	\$ 4.00	\$ 1,040.00	260	\$ 1,040.00
5249	TEMP SEDIMENT CONTROL FENCE (REMOVE)	260	LF	\$ 1.50	\$ 390.00	260	\$ 390.00
529	CONCRETE CURB & GUTTER	0	LF	\$ 5.25	\$ -	2300	\$ 12,075.00
530	TURN-OUTS (ASPH CONC-PAV)	145	SY	\$ 11.20	\$ 1,624.00	145	\$ 1,624.00
644	SMALL ROAD SIGN (TY A)	2	EA	\$ 500.00	\$ 1,000.00	2	\$ 1,000.00
464	RCP (CL III) (15")	345	LF	\$ 15.50	\$ 5,347.50	0	\$ -
464	RCP (CL III) (18")	108	LF	\$ 17.50	\$ 1,890.00	0	\$ -
467	SAFETY END TREATMENT	4	EA	\$ 600.00	\$ 2,400.00	0	\$ -
530	DRIVEWAYS (TY PRB-1) (ACP) (1")	73	SY	\$ 11.20	\$ 817.60	73	\$ 817.60
530	DRIVEWAYS (TY PRB-1) (CONCRETE)	357.5	SY	\$ 36.50	\$ 13,048.75	357.5	\$ 13,048.75
TOTAL CONTRACT AMOUNT					\$ 98,217.37		
TOTAL AMOUNT DUE & COMPLETED TO DATE							\$ 100,654.87



HINOJOSA ENGINEERING, INC.

STRUCTURAL ENGINEERING • CIVIL ENGINEERING
LAND SURVEYING

108 W. 18TH ST. MISSION, TEXAS 78572



TRANSMITTAL LETTER

PROJECT: VILLA CAPRI SUBDIVISION.

PROJECT # 06-167

DATE: 3-10-09

TO: BORDER COLONIAS PROGRAM

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 _____

COPIES	DATE	DESCRIPTION
1	3-10-09	ORIGINAL APPLICATION FOR RELEASE OF RETAINAGE.
1	3-10-09	CERTIFICATE OF CONSTRUCTION COMPLETION.

REMARKS:

COPIES TO: FILE

Emerald

Border Colonia Access Program
 Checklist for Documents Required for Road Construction

Contractor: Valley Paving, Inc.
 Contract Amount: \$98,217.37
 Project/Princt: Valle Gori / Pct. 3
 Owner's Contract No.: CAP-08-008-03-26

Item	Required Documents	Submitted & Reviewed	Approved	Comments:
	INITIATION OF PROJECT			
1	Approval to Bid (Purchasing)			
2	Contract - Signed and Executed			
3	Gen. Liability Insurance - (Expiration Date)			
4	Automobile Liab. 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			
8	Application and Certification of Payment (A)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
9	Schedule of Values a/k/a 1257/1258	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Need to reflect retainage amount.
10	Estimate Quantity Update Worksheet	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
11	List of Suppliers and Sub-contractors	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
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)			
16	Punch List	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
17	Certificate of Construction Completion	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Missing Contract Data s/s 4/22/08, 08-08-03-26, &
18	Approval by Commissioner's Court			
19	Contractor's Affidavit of Release (Waiver) of Liens (with power of attorney)(B)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
20	Affidavit of Payment of Debts & Claims-lien bond & Indemnity bonds(w/power of attorney)(B)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
21	Consent of Surety to Final Payment(with power of attorney)(B)			
22	Final Blue Prints			

Amount of Final Payment.
 \$10,265.49