



AIA Document G702™ - 1992

9-27
12-27

Application and Certificate for Payment

TO OWNER:
Hidalgo County
PO Box 1356
Edinburg, TX 78539

PROJECT:
South Tower CRC
Hidalgo County Pct 2

APPLICATION NO: 1
PERIOD TO: February 4, 2009

CONTRACT FOR: South Tower CRC/Pa
CONTRACT DATE: December 10, 2008
PROJECT NOS: 1

Distribution to:
OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

FROM CONTRACTOR:
CAS Companies, LP
111 Brand Lane
Stafford, TX 77477

VIA ARCHITECT:
VA Architecture
Tommy Canal
McAllen, TX 78504

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

- 1. ORIGINAL CONTRACT SUM \$ 553,125.00
- 2. Net change by Change Orders \$
- 3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 553,125.00
- 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 271,325.90

5. RETAINAGE:

- a. % of Completed Work
(Column D + E on G703) \$
- b. % of Stored Material
(Column F on G703) \$

Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$

6. TOTAL EARNED LESS RETAINAGE \$ 271,325.90

(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$

(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$ 271,325.90

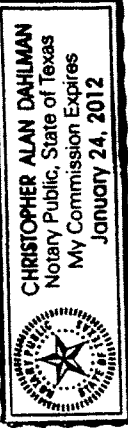
9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$	\$
Total approved this Month	\$	\$
TOTALS	\$	\$
NET CHANGES by Change Order	\$	\$

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Christopher Alan Dahlan Date: 2/10/09
By: Christopher Alan Dahlan
State of: TEXAS



County of: FOLT & ND
Subscribed and sworn to before
me this 10th day of FEBRUARY 2009
Notary Public: [Signature]
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the

AMOUNT CERTIFIED \$ 271,325.90
This amount is certified if an explanation of any amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.

By: [Signature] Date: 2/24/09
This Certificate is not negotiable. THE AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract

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Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 1

APPLICATION DATE: February 4, 2009

PERIOD TO: February 4, 2009

ARCHITECT'S PROJECT NO.: 1

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS STORED (NOT IN D O R E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D+E)						
1	BONDS & INSURANCE	43,143.00			43,143.00		43,143.00	100	
2	MOBILIZATION	20,000.00			20,000.00		20,000.00	100	
3	SITE WORK	17,500.00			17,500.00		17,500.00	100	
4	CONCRETE	176,982.00			79,641.90		79,641.90	45	97,340.10
5	MASONRY	43,000.00					43,000.00	0	
6	WOODS & PLASTICS	70,540.00				54,720.00	15,820.00	0	
7	MOISTURE PROTECTION	24,254.00					24,254.00	0	
8	DOORS & WINDOWS	3,500.00					3,500.00	0	
9	FINISHES	9,000.00					9,000.00	0	
10	SPECIALTIES	30,358.00					30,358.00	0	
11	EQUIPMENT	10,800.00			10,800.00		10,800.00	100	
12	SPECIAL CONSTRUCTION	52,625.00				45,521.00	7,104.00	0	
13	ELECTRICAL SYSTEMS	33,423.00					33,423.00	0	
14	BETTERMENT ALLOWANCE	10,000.00					10,000.00	0	
15	HVAC CONTINGENCY	2,000.00					2,000.00	0	
16	PLUMBING CONTINGENCY	2,000.00					2,000.00	0	
17	ELECTRICAL CONTINGENCY	2,000.00					2,000.00	0	
18	STRUCTURAL CONTINGENCY	2,000.00					2,000.00	0	
	TOTALS	553,125.00			171,084.90	100,241.00	271,325.90	281,799.10	

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Stored Material Documentation

Cabanas from RCP Shelters

These items were shipped to the job site on 2/13/09

Metal Building

This building is being manufactured/stored at Strong Structure Steel. Attached is a copy of their insurance certificate.

Basketball Equipment

Already installed on job site

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COUNTY AUDITOR

1708 Santa Ana Avenue
Rancho Viejo, Texas 78575
Phone: 888.599.4747
Fax: 956.350.2420

111 Brand Lane, Suite 400
Stafford, Texas 77477
Phone: 281.499.4747
Fax: 281.499.6655

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 02/13/2009												
PRODUCER (956)565-2481 FAX (956)565-2733 McAfee Insurance Agency P. O. Box 625 321 Second Street Mercedes, TX 78570		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED Valley Discount Metals, Ltd Strong Structural Steel, Ltd 4309 W. Business Highway 83 McAllen, TX 78501		<table border="1"> <tr> <th>INSURERS AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A Nautilus Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B Republic Lloyds</td> <td></td> </tr> <tr> <td>INSURER C Landmark American Ins. Co.</td> <td></td> </tr> <tr> <td>INSURER D AmCOMP Assurance Corporation</td> <td></td> </tr> <tr> <td>INSURER E Republic Lloyds</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A Nautilus Insurance Company		INSURER B Republic Lloyds		INSURER C Landmark American Ins. Co.		INSURER D AmCOMP Assurance Corporation		INSURER E Republic Lloyds	
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INSURER E Republic Lloyds														

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	BK00115631	03/05/2008	03/05/2009	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BAP5649721-01	03/05/2008	03/05/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
C	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$	BK00115631	08/21/2008	03/05/2009	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WCV 4174480	08/08/2008	08/08/2009	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
B	OTHER Commercial Property	CMP5649720-01	03/05/2008	03/05/2009	Personal Property of Others \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Project: Park Pavillion

CERTIFICATE HOLDER

CANCELLATION

CAS Companies 111 Brand Lane Stafford, TX 77477	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Robert R Garza/JEN
---	--

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General Contractor's Affidavit and Partial Waiver of Lien # 1

The State of Texas County of HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared, CHRIS DAHLMAN of CAS Companies, LP, who being duly sworn, upon his/her Subcontractor's Representative oath, declares and acknowledges as follows:

- (1) I am a duly authorized representative of CAS Companies, LP.
- (2) Pursuant to an agreement between Hidalgo County, and the General Contractor, materials have been supplied and/or labor has been performed in connection with the construction of the project upon certain real property owned by the Owner in Hidalgo County, Texas. Said project is more particularly described as the South Tower CRC/Park Pending Construction Items for Hidalgo County Pct. 2, Alamo, Texas.
- (3) In consideration of and conditioned upon receipt of payment through FEB. 4, 2009 (Date) from Owner, CAS Companies, LP hereby waives and releases any and all liens, rights and interests under the constitution and statutes of the State of Texas, for any labor and/or materials supplied to the Project, as of the date stated above.
- (4) CAS Companies, LP certifies that the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, and should any deviations from the contract documents, be found at any time, General Contractor holds the Owner, the Architect, and Engineers harmless.

EXECUTED this 18TH day of FEBRUARY, 2009.

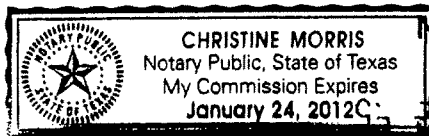
By: [Signature]

Title: Manager

SUBSCRIBED AND SWORN TO before me by the said CHRIS DAHLMAN (Subcontractor's Representative) of CAS COMPANIES, LP this 18TH day of FEBRUARY, 2009, (Name of Company)

to certify which witness my hand and seal of office.

{SEAL}



NOTARY PUBLIC in and for The State of Texas

[Signature]
My commission Expires on: _____

1708 Santa Ana Avenue
Rancho Viejo, Texas 78575
Phone: 888.599.4747
Fax: 956.350.2420

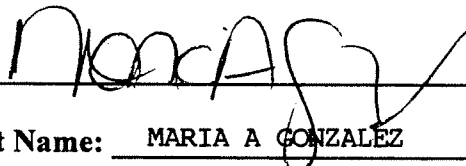
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Phone: 281.499.4747
Fax: 281.499.6655

Statement from Surety Company for Review of Application for Payment

This is to confirm that we have reviewed the Application for Payment No. 1 submitted by CAS Companies, LP, the Contractor, for the South Tower CRC/Park Pending Construction Items for Hidalgo County Pct. 2, and that we approve, without reservation, of the payment of the requested funds to the Contractor by Hidalgo County.

Arch Insurance Group certifies that the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, and should any deviations from the contract documents, be found at any time, Surety Company holds the Owner, the Architect, and Engineers harmless.



Print Name: MARIA A GONZALEZ

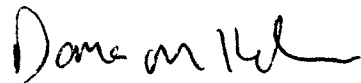
Name of Surety: ARCH INSURANCE COMPANY

This instrument was acknowledged before me, the undersigned authority, by

DANA M KUBER on the 18th day of FEBRUARY, 2009.

OFFICIAL SEAL
DANA M. KUBER
NOTARY PUBLIC
STATE OF ILLINOIS
My Commission Expires 06/17/2012

{SEAL}



Notary Public for the State of ILLINOIS

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POWER OF ATTORNEY

APPLICATION FOR PAYMENT #1

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

William A. Bailey, Maria A. Gonzalez, Anne M. Barber, Michael J. Friedrich and Dana M. Kuber of Bridgeview, IL (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

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Site Project Superintendent

Sergio Saldivar
1421 S. 10th Avenue
Edinburg, TX 78539

Phone: (956) 207-1057

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