



County of Hidalgo Pct. 4

Commissioner Oscar L. Serna Jr.
1051 N. Doolittle Road
Edinburg Texas 78542-0337

MEMO

DATE: MARCH 11, 2009
TO: PURCHASING DEPARTMENT
C/O LETICIA "LETTY" SAENZ CPPB/CONTRACTS MANAGER
FROM: HIDALGO COUNTY PCT. #4
REF: INV. #1: CONTRACT #08-449-01-07

HIDALGO COUNTY PRECINCT #4 IS HEREBY REQUESTING THE FOLLOWING INVOICE #1 (Final) IN THE AMOUNT OF \$16,180.00 WITH CERTIFICATE OF CONSTRUCTION COMPLETION FOR LAZARO SAENZ SR., dba SAENZ PAVING BE PLACED ON THE NEXT COMMISSIONERS' COURT FOR APPROVAL.

FUNDING FOR THIS PROJECT WILL BE FROM PURCHASE ORDER #617787, ACCOUNT # 9-1204-431-00-124-007-0-734

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR OFFICE, THANK YOU.

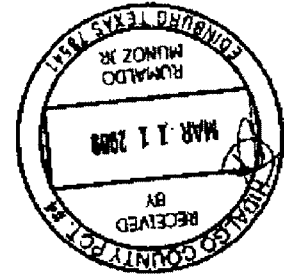
RUMALDO MUNOZ JR 
ACCOUNTS PAYABLE CLERK

CC: COUNTY FILES

ATTACHMENTS: Inv., #1, Certificate of Construction Completion, P.O. 617787

**HIDALGO COUNTY
PRECINCT # 4**

PROJECT - REQUEST FOR PAYMENT



City/Precinct: Hidalgo County
 Project Name: Rena Rae Subdivision - New Curb and Gutter
 Contractor: Lazaro Saenz Sr. dba Saenz Paving
 Address: 830 Rachael Drive,
 City/State: Edinburg, TX ZIP: 78539

Account Number: _____
 Date: 2/28/2009
 Request for Payment No: 1

Original Contractor Amount	\$ 16,180.00
Net Changes by Change Order.....	\$ 0.00
Total Contract Amount to Date.....	\$ 16,180.00

Estimated % Project Completion to Date: <u>100 %</u>	
Total Completed to Date.....	\$ 16,180.00
Add: Materials on Hand (verified by Engineer).....	\$ 0.00
Total Contract Earned.....	\$ 16,180.00
Less: Retainage 10%.....	\$ 0.00
New Contract Earned.....	\$ 0.00
Less: Previous Request for Payments.....	\$ 0.00
Total Amount Due This Request.....	\$ 16,180.00

Please accept the attached contractor's invoice as supporting documentation for this request for payment. The project (is), (is not) on schedule as per contract time allowed.

[Signature] 3/2/09
 PREPARED BY (CONTRACTOR) DATE

[Signature] 3-9-09
 APPROVED BY (ENGINEER) DATE

 APPROVED BY (OWNER) DATE

REQUEST FOR PAYMENT

ESTIMATE 1

CONTRACTOR:

Lazaro Saenz Dha Saenz Paving

PROJECT: RENA RAE SUBDIVISION

DATE: 2/28/2009

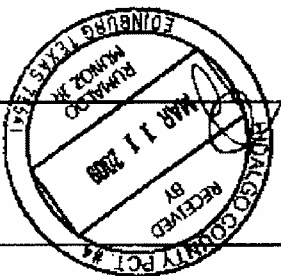
830 Rachel Drive

OWNER: Hidalgo County

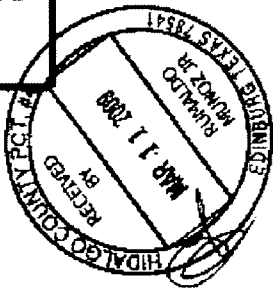
PERIOD: 2/23/2009 to 2/27/2009

Edinburg, TX 78539

DESCRIPTION	PLAN	UNIT	UNIT	TOTAL	PREV	QTY.	AMOUNT	QTY.	AMOUNT	QTY.	AMOUNT	%
			BID	BID	QTY	THIS	THIS	COMP.	TO	COMP.		
			PRICE	PRICE		PERIOD	PERIOD	TO DATE	DATE			
PAVING IMPROVEMENTS												
1.- Removal & Disposal Existing Curb & Gutter	480	L.F.	\$ 6.50	\$ 3,120.00	0	480	\$ 3,120.00	480	\$ 3,120.00			100%
2.- 18" Curb & Gutter	480	L.F.	\$ 7.00	\$ 3,360.00	0	480	\$ 3,360.00	480	\$ 3,360.00			100%
3.- Tree Removal & Disposal	2	Ea.	\$ 300.00	\$ 600.00	0	2	\$ 600.00	2	\$ 600.00			100%
4.- Remove & Dispose of Existing Asphalt.	700	S.Y.	\$ 4.50	\$ 3,150.00	0	700	\$ 3,150.00	700	\$ 3,150.00			100%
5.- 1 1/2" H.M.A.C Track Coat (MC-30)	700	S.Y.	\$ 8.50	\$ 5,950.00	0	700	\$ 5,950.00	700	\$ 5,950.00			100%



**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 February 10, 2009, 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 \$ 16,180.00 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.

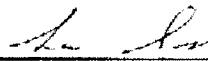
Contractor understand and acknowledges that Owner and the County of Hidalgo are relying on the agreements, release, waivers and representations stated herein, and such agreements, release, waivers and representations are material inducements for the County of Hidalgo to release the funds it now holds 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 5th day of March, 2009.



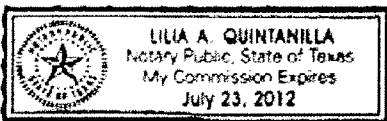
Signature

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

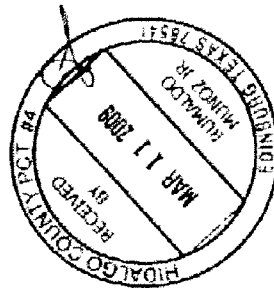
THE STATE OF TEXAS {
COUNTY OF HIDALGO {

This instrument was acknowledged before me on this the 5th day of March, 2009, by Lazaro Saenz, Sr. dba Saenz Paving, owner on and on behalf of (title)

Lazaro Saenz, Sr. dba Saenz Paving
(an individual).


Notary Public, State of Texas

AFTER RECORDING RETURN TO:





Purchase Order COUNTY OF HIDALGO

PO#: 617787

DATE: 02/17/09

Page No 1 Of 1

VENDOR: 224758

REQ:00147429

Email:

BUYER:

Phone:

SHIP TO: HIDALGO CO. PCT 4
2053 N. DOOLITTLE
EDINBURG TX 78542

SARNE PAVING
830 RACHEL DRIVE
EDINBURG TX 78539

Vendor Acct:

CONTACT:

SITE: HIDALGO CO. PCT 4

Special instructions:

Contract No:

PCT. REQ. #0133

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SEPARATELY. ORIGINAL INVOICES ARE REQUIRED. CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A MONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1	LOT	CONTRACT #C-08-449-01-07LRM APPROVED COMMISSIONERS COURT OF 1/28/2009 UNDER ITEM #AI-13524 CONSTRUCTION OF NEW CURB AND GUTTER AT RENA REA SUBDIVISION CONTRACT #CAP-08-449-01-07-LRM APPROVED COMMISSIONERS' COURT OF 1/26/2009 UNDER ITEM AI-13524. REPORT ROAD HAZARDS 1-866-HCR SAFE OR 1-866-427-7233	16,180.00	16,180.00
		Total		16,180.00
		***** For Hidalgo County use only 9 1204-431-00-124-007-0-734	16,180.00	
		Approved _____		

Authorized by: Martín R. Salazar