

APPLICATION FOR RELEASE OF RETAINAGE

To: Hidalgo County (OWNER)
From: Sascon, Inc. (CONTRACTOR)
Contract: CAP-08-012-07-11
Project: Road and Drainage Construction of Ezequiel Acevedo #2
OWNER's Contract No. CAP-08-012-07-11 ENGINEER's Project No. 06-206
For Work accomplished through the date of: 1/21/2009

Table with 2 columns: Description and Amount. Rows include: 1. Original Contract Price: \$ 117,335.80; 2. Net change by Change Orders and Written Agreements (+ or -): \$ 6,161.00; 3. Current Contract Price (1 plus 2): \$ 123,496.80; 4. Total completed and stored to date: \$ 123,496.80; 5. Retainage (per Agreement): 0% of completed Work, 0% of stored material; 6. Total completed and stored to date less retainage (4 minus 5): \$ 123,496.80; 7. Less previous Application for Payments: \$ 111,147.12; 8. AMOUNT DUE THIS APPLICATION (6 MINUS 7): \$ 12,349.68

Accompanying Documentation:

P.O.# 610645
9-1311-206-00-000-017-0-000 -> =
\$12,349.68

CONTRACTOR'S Certification:

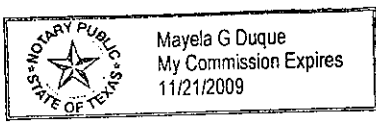
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for 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 5-11-09 [Signature] CONTRACTOR

By: [Signature]

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 8 day of May, 2009

[Signature]
Notary Public
My Commission expires: 11/21/2009



Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 5-08-09 HINOJOSA ENGINEERING Inc ENGINEER

By: [Signature]

COPIES RECEIVED BY: [Signature] ON 5/11/09
GOODS/SERVICES RECEIVED BY: [Signature] ON 5/11/09

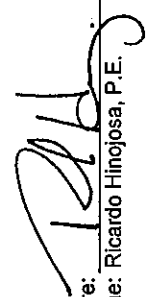


Estimate Quantity Update Worksheet  
 Ezequiel Acevedo Jr. #2  
 Colonia Access Program Project - Precinct No.3  
 CAP-08-012-07-11  
 Contractor: Sascon, Inc.

Item No.	Description	Quantity	Unit	Unit Price	Project Amount	RFP 1			RFP 2			TOTAL TO DATE	
						Monthly Quantity	Quantity to Date	Item Cost (Monthly)	Monthly Quantity	Quantity to Date	Item Cost (Monthly)		
100	Preparing ROW	13.12	STA	\$ 400.00	\$5,248.00	13.12	13.12	0	13.12	0	\$0.00	\$5,248.00	
134	Backfill	13.12	STA	\$ 400.00	\$5,248.00	13.12	13.12	0	13.12	0	\$0.00	\$5,248.00	
247	Flex Base	907	CY	\$ 21.00	\$19,047.00	907	907	0	907	0	\$0.00	\$19,047.00	
251	Reworking Base Material (DC)(TY D CL2)	907	CY	\$ 9.00	\$8,163.00	907	907	0	907	0	\$0.00	\$8,163.00	
262	Lime Treated Base Course	4,085	SY	\$ 2.00	\$8,170.00	4,085	4,085	0	4,085	0	\$0.00	\$8,170.00	
262	Lime (Ty A or B)	19.42	TON	\$ 190.00	\$3,689.80	19.42	19.42	0	19.42	0	\$0.00	\$3,689.80	
310	Asphalt Material (MC-30)	700	GAL	\$ 5.00	\$3,500.00	0	0	700	700	0	\$3,500.00	\$3,500.00	
340	Asphalt Concrete (Type "D")	3,500.00	SY	\$ 8.70	\$30,450.00	0	0	3,500	3,500	0	\$30,450.00	\$30,450.00	
502	Barricades, Signs & Traffic Handling	1.5	MO	\$ 1,800.00	\$2,700.00	1.5	1.5	0	1.5	0	\$0.00	\$2,700.00	
506	Construction Exits (TY 2) (Install)	72.0	SY	\$ 5.00	\$360.00	72	72	0	72	0	\$0.00	\$360.00	
506	Construction Exits (TY 2) (Remove)	72.0	SY	\$ 3.00	\$216.00	0	0	72	72	0	\$216.00	\$216.00	
530	Turnouts (Asph-Conc-Pav)	72.0	LF	\$ 21.00	\$1,512.00	0	0	72	72	0	\$1,512.00	\$1,512.00	
5249	Temp Sediment Control Fence	500	LF	\$ 5.00	\$2,500.00	0	0	500	500	0	\$2,500.00	\$2,500.00	
5249	Temp Sediment Control Fence (Remove)	500	LF	\$ 2.00	\$1,000.00	0	0	500	500	0	\$1,000.00	\$1,000.00	
<b>Drainage</b>													
464	RCP (CL III) (18")	40	LF	\$ 30.00	\$1,200.00	40	40	0	40	0	\$0.00	\$1,200.00	
464	RCP (CL III) (15")	508	LF	\$ 27.00	\$13,716.00	508	508	28	536	28	\$756.00	\$14,472.00	
467	Safety End Treatment	2	EA	\$ 500.00	\$1,000.00	2	2	0	2	0	\$0.00	\$1,000.00	
530	Driveways (Ty PRB-1) (ACP) (1")	406	SY	\$ 15.00	\$6,090.00	0	0	534	534	0	\$8,010.00	\$8,010.00	
530	Driveways (Ty PRB-1) (Concrete)	86	SY	\$ 41.00	\$3,526.00	0	0	171	171	0	\$7,011.00	\$7,011.00	
<b>TOTAL</b>					\$117,335.80	<b>Totals:</b>			\$68,541.80	<b>Totals:</b>			\$54,955.00

Totals to Date:  
 Roadway: \$91,803.80  
 Drainage: \$31,693.00  
 Total: \$123,496.80

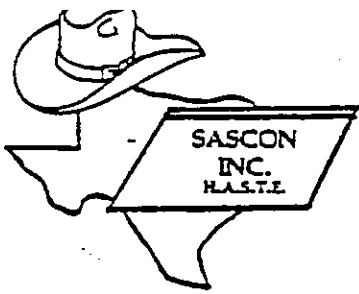
Roadway: \$52,625.80  
 Drainage: \$15,916.00

Signature: 

Date: 5-08-07

Prepared and Checked by:

Printed Name: Ricardo Hinojosa, P.E.



# SASCON INC.

5200 N. 26th Lane  
McAllen, Texas 78504  
Phone: 956 682-3454  
Fax: 956 682-2542

- PAVING
- TRUCKING
- EQUIPMENT
- EXCAVATION
- UTILITIES

County of Hidalgo

INVOICE # 906

DATE 4-21-09

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Retainage for Ezequiel Acevedo

\$12,349.68

THANK YOU!

CONTRACTOR'S AFFIDAVIT OF  
PAYMENT OF DEBTS AND CLAIMS

PROJECT: HIDALGO COUNTY Pct. 3. EZEQUIEL ACEVEDO SUBD. PROJECT NO.  
OWNER: HIDALGO COUNTY CAP-08-012-0711  
CONTRACTOR: SASCON INC.  
ENGINEER: HINOJOSA ENGINEERING, INC.

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 *SASCON INC*

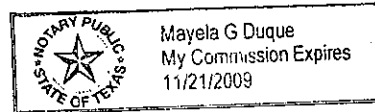
By *[Signature]*

Title *[Signature]*

Subscribed and sworn to before me this *11* day of *May, 2009*

Notary Public: *Mayela G Duque*

My Commission Expires: *11/21/2009*



CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

PROJECT: HIDALGO COUNTY Pct. 3. EZEQUIEL ACEVEDO SUBD. PROJECT NO.  
OWNER: HIDALGO COUNTY CAR-08-012-07-11  
CONTRACTOR: SASCON INC.  
ENGINEER: HINOJOSA ENGINEERING, INC.

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 *SASCON INC*

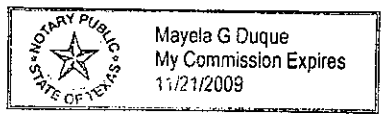
By *[Signature]*

Title *Pres*

Subscribed and sworn to before me this 11 day of May, 2009

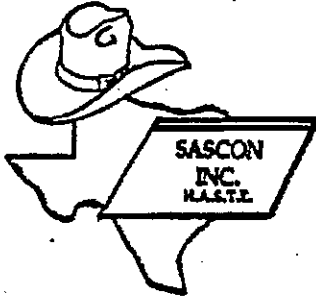
Notary Public: *Mayela G Duque*

My Commission Expires: 11/21/2009



### 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	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.	
	Thickness (A)	Tex-140-E	As designated by Engineer	Each 3,000 cu.yd.	Stabilizers and materials such as RAP, gypsum and iron ore tend to bias the counts for nuclear density gauges.	
COARSE AGGREGATE	L.A. Abrasion	Tex-410-A	Stockpile	1 per project, per source	Not required where survey grade control documents are used for compliance.	
	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 BRSCC, meets the project specifications.	
	Gradation	Tex-200-F	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 BRSCC, meets the project specifications.	
	MicroDeval	Tex-461-A	Stockpile	Approximately one every 5,000 tons of production	To determine that no more than 20% passes a #8 sieve. Performed at the discretion of the Engineer.	
	Flat and Elongated Particles	Tex-280-F	Stockpile	1 per project, per source	Testing frequency may be reduced or eliminated based on satisfactory history.	
	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	Performed at the discretion of the Engineer.
		Plasticity Index	Tex-106-E	Stockpile	1 per project, per source	Only required when the decant exceeds 5%.



## **SASCON INC.**

5200 N. 26<sup>TH</sup> Lane  
McAllen, Texas 78504

Phone: (956) 682-3454  
Fax: (956) 682-2542

- Paving
- Excavation
- Trucking
- Equipment


December 3, 2008

Hidalgo County Pct. 3  
Bamey Groves Subdivision &  
Ezequiel Acevedo Subdivision

### **VENDORS LIST:**

Please be advised that the suppliers for this project are Varmicon Industries, Central Ready Mix, and Valley Caliche Products and no other.

Thank You,

  
H. A. Skioss  
President  
Sascon, Inc.



**PARTIAL/FINAL WAIVER OF LEIN**

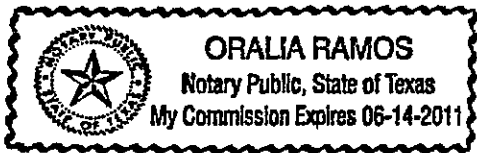
THE STATE OF TEXAS

COUNTY OF Hidalgo

The undersigned contracted with Hidalgo County Pct.#2  
to furnish Improvements  
in connection with certain improvements to real property located in Hidalgo  
County, Texas, and owned by Hidalgo County  
Which improvements are described as follows:

In consideration of Pay Estimate No 2 in the amount of Forty nine thousand four hundred fifty nine & 50 cents DOLLAR(\$ 49459.50 )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 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.



SASCON, INC.  
CONTRACTOR

BY: Carol Mass V.P./Sec.  
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 2nd day of Feb. 2009 to certify which witness my hand and seal of office.

Oralia Ramos  
NOTARY PUBLIC in and for the State of Texas

My Commission Expires: 6/14/2011

PARTIAL LIEN WAIVER

DATE: Dec. 4, 2008

PROJECT: Plot 3 BOBNEY GROVE ← Final Approved #2 Subd.

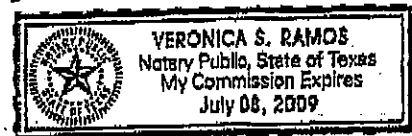
COUNTY: Hidalgo

The undersigned, having the position of CFO  
With Dan Dill first being duly sworn, states that he is duly  
authorized and appointed as its agent to execute this Partial Lien Waiver. That he does  
hereby certify that Varmicon Industries has furnished materials  
under its contract with Sascon Incorporated on the above described  
project.

That the sum of \_\_\_\_\_  
(\$ 0), is the sum now due and owing for all materials furnished  
by the undersigned, on the above described project and that on the receipt of such sum  
from Sascon Incorporated, the  
undersigned does waive and release to the extent of such payment received, claims and  
lien rights for an in connection with the above described project for said materials  
furnished.

Executed this 4th day of December, 2008.

BY D Dill CFO  
NAME TITLE



Subscribed and sworn to before me this 4th day of December, 2008.

July 8, 2009  
My Commission Expires

Veronica S Ramos  
Notary Public

PARTIAL LIEN WAIVER

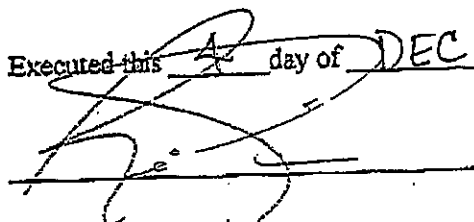
DATE: 12/4/2008

PROJECT: PLOT 3 BARNEY GROVES + E2 Equival Approved #2 Subdr.

COUNTY: Hidalgo

The undersigned, having the position of VICE PRES.  
With CENTRAL READY MIX first being duly sworn, states that he is duly  
authorized and appointed as its agent to execute this Partial Lien Waiver. That he does  
hereby certify that RICHARD M. LINN has furnished materials  
under its contract with SASCON INC. on the above described  
project.

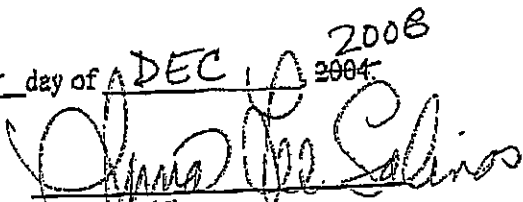
That the sum of ONE HUNDRED FIFTY ONE DOLLARS & 55/100  
(\$ 151.55), is the sum now due and owing for all materials furnished  
by the undersigned, on the above described project and that on the receipt of such sum  
from RICHARD M. LINN, VICE PRES. the  
undersigned does waive and release to the extent of such payment received, claims and  
lien rights for an in connection with the above described project for said materials  
furnished.

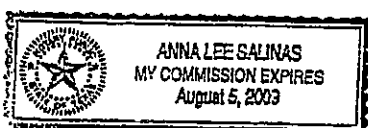
Executed this 4 day of DEC, 2008  


BY RICHARD M. LINN VICE PRES.  
NAME TITLE

Subscribed and sworn to before me this 4 day of DEC, 2008

AUG 5, 2009  
My Commission Expires

  
Notary Public



SASCON Inc

PARTIAL LIEN WAIVER

DATE: DECEMBER 3, 2008

PROJECT: Plot 3 Barkley Grove + 229 sq ft Area #2 Subd.

COUNTY: Hidalgo

The undersigned, having the position of V. PRES./GEN. MGR.  
With VALLEY CALICHE PRODUCTS first being duly sworn, states that he is duly  
authorized and appointed as its agent to execute this Partial Lien Waiver. That he does  
hereby certify that VALLEY CALICHE PRODUCTS, INC. has furnished materials  
under its contract with SASCON, INC. on the above described  
project.

That the sum of N/A  
( \$ N/A ), is the sum now due and owing for all materials furnished  
by the undersigned, on the above described project and that on the receipt of such sum  
from SASCON, the  
undersigned does waive and release to the extent of such payment received, claims and  
lien rights for an in connection with the above described project for said materials  
furnished.

Executed this 3RD day of DECEMBER, 2008

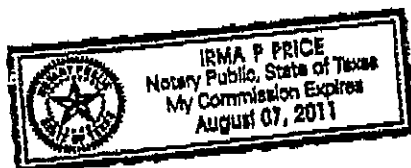
VALLEY CALICHE PRODUCTS, INC.

BY Mark Motzart V. PRES./GEN. MGR.  
NAME TITLE

Subscribed and sworn to before me this 3RD day of DECEMBER, 2008

AUG. 7, 2011  
My Commission Expires

Irma P. Price  
Notary Public



SASCON Inc



# 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: Ezequiel Acevedo Jr. Subdv. #2 (Acevedo Lane)  
Client: Hidalgo County Pct. #3 (CAP)  
Engineer: Javier Hinojosa Engineering  
Contractor: Sascon Construction

L&G Project Number: L37813  
L&G Report Number: R002  
Sample Date: 11/20/2008  
Date Reported: 11/20/2008

Page 1 of 1

Material Description	Caliche		
Required % Proctor	95	Moisture Tolerance	-2 + 3
	Proctor No	Optimum % Moisture	Opt. Density, LB/CF
	L37813-1	11.1	122.2

Test No.	Test Location	Proctor No	Moisture Content	Dry Density	Percent Compaction	Inches
1	Acevedo Lane 100' E. of Green Intersection CL	L37813-1	13.3%	115.9 pcf	94.8% (Pass)	6"
2	Acevedo Lane 400' E. of Green Intersection 8' N. of CL	L37813-1	10.9%	117.5 pcf	96.2% (Pass)	6"
3	Acevedo Lane 750' E. of Green Intersection 6' S. of CL	L37813-1	12.5%	119.1 pcf	97.5% (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 Javier Hinojosa Engineering  
1-cc Sascon Construction  
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

## PROCTOR TEST REPORT

Project Description: Ezequiel Acevedo Jr. Subdv. #2 (Acevedo Lane)  
Client: Hidalgo County Pct. #3 (CAP)  
Engineer: Javier Hinojosa Engineering  
Contractor: Sascon Construction

L&G Project Number: L37813  
L&G Report Number: R001  
Sample Date: 11/18/2008  
Date Reported: 11/20/2008

Page 1 of 1

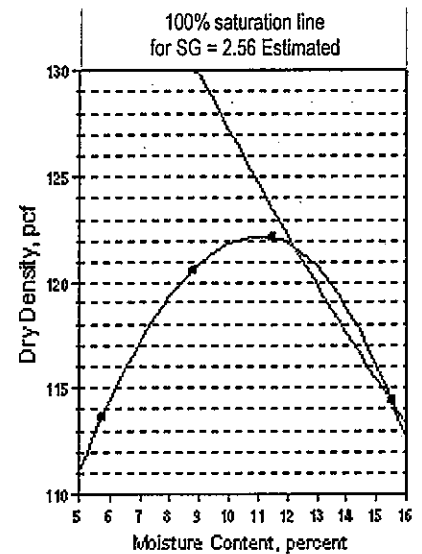
Compaction Method: TEX-113  
Material Description: caliche

Specific Gravity: 2.56

Liquid Limit: 31  
Plastic Limit: 21  
Plasticity Index: 10  
% Passing No. 200: 0.0  
Group Symbol: GP

Specimen No.:	1	2	3	4
Moisture, %:	5.7	8.7	11.6	15.4
Dry Density (pcf):	113.5	120.5	122.1	114.8

Maximum Dry Density in P.C.F.: 122.2  
Optimum Moisture (%): 11.1



Test Method: TEX 113

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

Respectfully Submitted,  
L&G Engineering Laboratory

Ricardo A. Gil, Lab Manager