

APPLICATION FOR RETAINAGE

To: HIDALGO COUNTY PRECINCT NO. 2 (OWNER)
 From: Alvarez Construction (CONTRACTOR)
 Contract: C-CAP-09-002-04-21
 Project: Red Bam
 OWNER's Contract No. C-CAP-09-002-04-21 ENGINEER's Project No. ENG05.012R
 For Work accomplished through the date of: 22-May-2009

1. Original Contract Price:		\$ <u>14,489.50</u>
2. Net change by Change Orders and Written Agreements (+ or -):		\$ <u>650.00</u>
3. Current Contract Price (1 plus 2):		\$ <u>15,139.50</u>
4. Total completed and stored to date:		\$ <u>15,139.50</u>
5. Retainage (per Agreement):		
<u>0% of completed Work:</u>	\$ <u>-</u>	
<u>10% of stored material:</u>	\$ <u>-</u>	
Total Retainage:		\$ <u>-</u>
6. Total completed and stored to date less retainage (4 minus 5):		\$ <u>15,139.50</u>
7. Less previous Application for Payments:		\$ <u>(13,625.55)</u>
8. Balance to Finish:		\$ <u>-</u>
9. AMOUNT DUE THIS APPLICATION (6 MINUS 7):		\$ <u>1,513.95</u>

REQ# 153729 P.O.# 621616
9-1311-206-00-000-020-0-000 → \$1,513.95

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 RETAINAGE 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-Jun-09

Alvarez Construction

CONTRACTOR

By: Homero Alz

State of Texas

County of Hidalgo

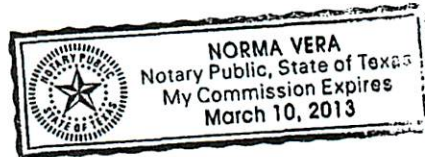
Subscribed and sworn to before me this 20th

day of July

Norma Vera

Notary Public

My Commission expires: March 10, 2013



Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 5-Jun-09

R. GUTIERREZ ENGINEERING CORPORATION

ENGINEER

By: San Juan P.E. 7/24/09

Schedule of Values

Contractor Name: Alvarez Construction
 Starting Date: 7-May-2009
 Project Ending Date: 22-May-2009
 Retainage Percent: 10%

Application: RETAINAGE
 Application Date: 5-Jun-2009
 Period To: 22-May-2009
 Engineer Firm: R. Gutierrez Eng. Corp.

Summary

Contract Number	Description	Original Schedule Value	C.O. #1 Schedule Value	Application #1	Retainage for App #1	Payment for Application #1	Final Application	Retainage for Final App	Payment for Final Application	Total Completed to Date	Retainage to Date	Total Completed Less Retainage	Previous Payments	Balance To Finish
C-CAP-09-002-04-21	Red Barn	\$ 14,489.50	\$ 15,139.50	\$ 14,489.50	\$ 1,448.95	\$ 13,040.55	\$ 650.00	\$ 65.00	\$ 585.00	\$ 15,139.50	\$ 1,513.95	\$ 13,625.55	\$ 13,625.55	\$ -
TOTALS:		\$ 14,489.50	\$ 15,139.50	\$ 14,489.50	\$ 1,448.95	\$ 13,040.55	\$ 650.00	\$ 65.00	\$ 585.00	\$ 15,139.50	\$ 1,513.95	\$ 13,625.55	\$ 13,625.55	\$ -

**AFFIDAVIT AND WAIVER OF LIEN
PRIME CONTRACTOR**

STATE OF TEXAS
COUNTY OF HIDALGO

Personally appeared before me, the undersigned Notary Public for Homero Alvarez, Owner of Alvarez Construction, who being duly sworn by me states on oath that all product suppliers and Subcontractors, payrolls, sales tax, privilege tax or license, old age benefits tax, state and federal unemployment insurance, and other liabilities incurred in the performance of Road & Drainage Construction of Red Barn Sub. Contract for the Construction of Concrete Curb & Gutter, Concrete Valley Gutter & Concrete Driveway, Have been paid in full and that the above named Prime Contractor Waives any claims and released Hidalgo County (Owner) from any rights or claims (including lien rights) for debts due and owing by virtue of the furnishing of any labor, products, and supplies furnished for such improvements.

The above name Prime Contractor agrees to indemnify Hidalgo County and save them harmless on account of any loss he/she may sustain in reliance upon the Affidavit and Waiver of Lien including the amount of any lien he/she may be compelled to pay all costs relating thereto and a reasonable attorney's fee.

Alvarez Construction

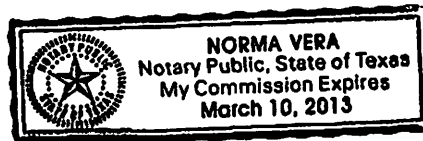
By: *Homero Alvarez*
Homero Alvarez

Title: Owner

Date: July 7, 2009

Sworn to and subscribed before me
this the 7th day of July, 2009.

Norma Vera
Notary Public



My Commission Expires: March 10, 2013

**FINAL WAIVER AND RELEASE OF LIENS
AFFIDAVIT OF BILLS PAID AND INDEMNIFICATION**

This Final Waiver and Release of Liens, Affidavit of Bills Paid and Indemnification ("Waiver, Affidavit and Indemnification") is made in accordance with the provisions of that certain agreement entered into by and between the undersigned Alvarez Construction ("Contractor"), dated April 21st 2009 including any and all modifications and amendments thereto ("Agreement") in connection with the construction at improvements at San Juan, County of HIDALGO State of TEXAS, ("Site") for the RED BARN SUBDIVISION ("Project") owned by HIDALGO COUNTY PRECINCT NO. 2. In consideration of payments made heretofore, or to be made, by Owner to Contractor, the sufficiency of which is hereby acknowledged and agreed, for labor, materials and services furnished by Contractor in performance of the Agreement, Contractor hereby unconditionally agrees to the following:

- 1) Contractor hereby waives, relinquishes and releases any and all liens, right of lien, claims, rights or charges of any nature whatsoever, that may have arisen or may arise in the future by virtue of all labor, materials and services performed and supplied by Contractor or its Subcontractors on the Project in connection with the Agreement, including any and all mechanic's or materialmen's liens, which it may have or claim against the Owner, the Site or the Project and any and all structures, buildings, and other improvements located thereon arising under any law of the state where the Site is situated.
- 2) Contractor certifies and warrants that all payments for labor, materials and services performed and supplied to the Project have been made to:
 - (A) All of its Subcontractors of every tier including: Magic Valley Concrete, LLC
 - (B) For all labor, materials and services performed, used and supplied in, to and in connections with Subcontractor's Work on the Project.
- 3) CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD OWNER, THEIR AGENTS, EMPLOYEES, DIRECTORS, OFFICERS, SUCCESSORS AND ASSIGNS HARMLESS FROM AND AGAINST ANY AND ALL LOSS, COST AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, COURT COSTS, OR OTHER DISPUTE RESOLUTION COSTS, ON ACCOUNT OF LIENS, CLAIMS OF LIEN, ENCUMBRANCE, DEBT, OR OBLIGATIONS ASSERTED BY ANY PERSON WHATSOEVER IN CONNECTION WITH CONTRACTOR FOR ANY LABOR PERFORMED OR MATERIALS SUPPLIED BY OR THROUGH SUBCONTRACTOR TO THE PROJECT OR IN ANY OTHER WAY ARISING OUT OF THE PROJECT.

EXECUTED THIS 7TH day of JULY, 2009

CONTRACTOR: ALVAREZ CONSTRUCTION
 By: *Norma Vera*
 Signature of Officer, Partner, Owner

Printed Name: Homero Alvarez
 Title: Owner

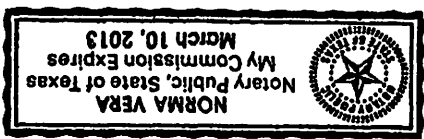
STATE OF TEXAS
 COUNTY OF HIDALGO

On this 7th day of July, 2009, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the individual who signed the foregoing Final Waiver and Release of Liens, Affidavit of Bills Paid and Indemnification, being personally known to me, and acknowledge that he executed the foregoing instrument for the uses, purposes, and consideration therein expressed, and that the execution of the instrument was the free and voluntary act and deed of the CONTRACTOR named

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 7th day of July, 2009

Norma Vera
 Notary Public in and for The State of Texas

My Commission Expires: March 10, 2013



Border Colonia Access Program
Checklist for Documents Required for Road Construction

Contractor: Alvarez Construction
 Contract Amount: \$14,489.50
 Project/Precinct: Red Barn
 Owner's Contract No.: C-CAP-09-002-04-21

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			
	PAYMENT REQUESTS, INCLUDING FINAL:			
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)	✓	✓	
	RETAINAGE PAYMENT: - Final request and request for retainage must be billed separately and approved by C.C.			
16	Punch List	X	✓	Notified Javier 8/26/09
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			