

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 2

PAGES

TO OWNER: County of Hidalgo PROJECT: Hidalgo County
 2812 S. Business 83 Precinct No. 3
 Edinburg, Texas 78539 Meeting Hall/Pavilion

FROM CONTRACTOR: VIA ARCHITECT: AGADC
 G.A.S. Enterprises, Inc. 1333 E. Jasmine
 P.O. Box 309 McAllen, Tx 78501
 Elsa, Texas 78543

CONTRACT FOR: General Construction
 PERIOD TO: 1/20/10
 PROJECT NOS:

CONTRACT DATE: 1/28/09

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.

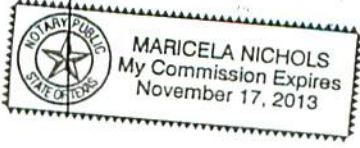
1. ORIGINAL CONTRACT SUM \$ 1,154,824.00
2. Net change by Change Orders \$ -0-
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 1,154,824.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 1,154,824.00
5. RETAINAGE:
 - a. 5 % of Completed Work \$ 57,741.20
 (Column D + E on G703)
 - b. 0 % of Stored Material \$ -0-
 (Column F on G703)
 Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 57,741.20
6. TOTAL EARNED LESS RETAINAGE \$ 1,097,082.80
 (Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 1,076,750.04
8. CURRENT PAYMENT DUE \$ 20,332.76
9. AMOUNT TO FINISH, INCLUDING RETAINAGE \$ 57,741.20
 (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		-0-

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

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: G.A.S. Enterprises, Inc.
 By: [Signature] Date: 1/20/10
 Rene Salinas
 State of Texas
 Subscribed and sworn to before me this 20th day of January, 2010
 Notary Public: [Signature]
 My Commission expires: 11/17/13



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the 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.

AMOUNT CERTIFIED..... \$ 20,332.76

(Attach explanation if 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.)
 ARCHITECT:

By: [Signature] Date: 1-19-10
 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.



INVOICE RECEIVED BY [Signature] ON 1/21/10
 GOODS/SERVICES RECEIVED BY [Signature] ON 1/19/10
 9-1302-451-22-133-0680-720

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NO: Ten (10)
 APPLICATION DATE: 1/20/10
 PERIOD TO: 1/20/10

ARCHITECTS PROJECT NO:

A	B	C	D	E	F	G	H	I	J
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK FROM PREVIOUS APPLICATION (D + E)	COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE RATE)
1	Bonding/Insurance	\$30,048	\$30,048	\$0	\$0	\$30,048	100%	\$0	1,502.40
2	General Conditions	\$15,815	\$15,024.25	\$790.75	\$0	\$15,815	100%	\$0	790.75
3	Site Prep/Grading	\$19,536	\$19,536	\$0	\$0	\$19,536	100%	\$0	976.80
4	Site Utilities	\$47,762	\$47,762	\$0	\$0	\$47,762	100%	\$0	2,388.10
5	Paving/Striping/Signage	\$58,183	\$58,183	\$0	\$0	\$58,183	100%	\$0	2,909.15
6	Concrete Work	\$155,375	\$155,375	\$0	\$0	\$155,375	100%	\$0	7,768.75
7	Termite Treatment	\$1,125	\$1,125	\$0	\$0	\$1,125	100%	\$0	56.25
8	CMU Work	\$59,200	\$59,200	\$0	\$0	\$59,200	100%	\$0	2,960.00
9	Steel/Metal Work	\$98,803	\$98,803	\$0	\$0	\$98,803	100%	\$0	4,940.15
10	Roofing	\$40,286	\$40,286	\$0	\$0	\$40,286	100%	\$0	2,014.30
11	Carpentry/Gyp Board	\$42,245	\$41,665	\$580	\$0	\$42,245	100%	\$0	2,112.25
12	SAC	\$20,612	\$20,612	\$0	\$0	\$20,612	100%	\$0	1,030.60
13	Painting	\$48,369	\$48,369	\$0	\$0	\$48,369	100%	\$0	2,418.45
14	Electrical	\$200,229	\$200,229	\$0	\$0	\$200,229	100%	\$0	10,011.45
15	HVAC	\$78,575	\$75,575	\$3,000	\$0	\$78,575	100%	\$0	3,928.75
16	Plumbing	\$60,981	\$60,981	\$0	\$0	\$60,981	100%	\$0	3,049.05
17	Flooring	\$47,143	\$47,143	\$0	\$0	\$47,143	100%	\$0	2,357.15
18	Millwork	\$17,196	\$17,196	\$0	\$0	\$17,196	100%	\$0	859.80
19	Doors/Frames/HW	\$34,653	\$34,653	\$0	\$0	\$34,653	100%	\$0	1,732.65
20	Storefront/Glazing	\$3,659	\$2,800	\$859	\$0	\$3,659	100%	\$0	182.95
21	Toilet Partitions/Acc	\$7,288	\$7,288	\$0	\$0	\$7,288	100%	\$0	364.40
22	Exterior/Interior Signage	\$6,280	\$0	\$6,280	\$0	\$6,280	100%	\$0	314.00
23	Furniture/Fixtures	\$7,015	\$7,015	\$0	\$0	\$7,015	100%	\$0	350.75
24	Overhead/Counter Doors	\$16,446	\$16,446	\$0	\$0	\$16,446	100%	\$0	822.30
25	Allowances	\$38,000	\$28,106.85	\$9,893.15	\$0	\$38,000	100%	\$0	1,900.00
26	Change Order #1	Pending							
	GRAND TOTALS	\$1,154,824	\$1,133,421.10	\$21,402.90	\$0	\$1,154,824.00	100%	\$0.00	\$57,741.20

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

AIA DOCUMENT G703 CONTINUATION SHEET FOR G702 1992 EDITION AIA © 1992

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W. WASHINGTON, D.C. 20006-5232

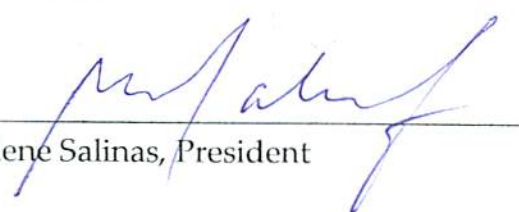
G703-1992

G.A.S. ENTERPRISES, INC.
P.O. BOX 309
ELSA, TEXAS 78543
TEL: (956) 262-7106 * FAX: (956) 262-7107

CERTIFICATION

PROJECT: Hidalgo County Precinct No. 3 Meeting Hall/Pavilion

There are no known mechanic's liens, materialman's or laborers' liens or claims, or any other liens or claims, legal or equitable, contractual, statutory, or constitutional, outstanding or known to exist at the date of this **Application for Payment No. Ten**; all due and payable bills with respect to the work have been paid to date or are included in the amount requested in the current Application and there is no known basis for the filing of any mechanic's, materialman's or laborer's lien or claim, or any other lien or claim, legal or equitable, contractual, statutory, or constitutional, on the work; and waivers and releases from all Subcontractors, laborers, and materialman for the work done and materials furnished will be obtained in such form as to constitute an effective waiver and release of all such liens and claims under the laws of the state within which the Project is located and shall be delivered to Architect together with Contractor's waiver and release of liens and claims at the time of submission of the next Application for Payment.



Rene Salinas, President

State of Texas County of Hidalgo
Subscribed and sworn to before me this 20th day of January, 2010
Notary Public _____
My Commission Expires 11/17/13

ALLOWANCE LINE ITEMS

Reduce Testing Allowance by	\$181.15
Reduce HVAC Allowance by	\$1,000.00
Reduce Electrical Allowance by	\$1,000.00
Reduce Plumbing Allowance by	\$488.80
Reduce Landscaping Allowance by	<u>\$5,712.00</u>
Total Reductions	\$8,381.95

Refer to Construction Change Directive No. Five previously approved.

Reduce Plumbing Allowance by	\$511.20
Reduce Betterment Allowance by	<u>\$1,000.00</u>
Total Reductions	\$1,511.20

Refer to Construction Change Directive No. Six attached

UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT FORMS

Following are the Unconditional Waivers and Releases Upon Progress Payments for the period covering the previous Application for Payment No. Nine (9)

**UNCONDITIONAL WAIVER AND
RELEASE UPON PROGRESS PAYMENT**

Project Name: Hidalgo County Precinct No. 3 Meeting Hall/Pavilion

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

The undersigned has been paid and has received a progress payment in the sum of \$ 5,065.96 paid on Check No. 8408 for labor, services, equipment, or material furnished to

G.A.S. Enterprises, Inc.

(Name of Contractor or Subcontractor)

on the Project of Hidalgo County Precinct No. 3 for Hidalgo County (Owner) at the Meeting Hall/Pavilion

and does hereby release any lien, stop notice, or bond right, that the undersigned has on the above referenced Project to the following extent. This release covers a progress payment for labor, services, equipment, or materials furnished to

G.A.S. Enterprises, Inc.

(Name of Contractor or Subcontractor)

through 10/30/09 only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a recession, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment.

Dated: 11/19/09

RDZ Electric

(Company Name)

By: 

(Signature)

Regelia Rodriguez

(Printed Name/Title)

**UNCONDITIONAL WAIVER AND
RELEASE UPON PROGRESS PAYMENT**

Project Name: Hidalgo County Precinct No. 3 Meeting Hall/Pavilion

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The undersigned has been paid and has received a progress payment in the sum of \$ 2,764.06 paid on Check No. 8403 for labor, services, equipment, or material furnished to

G.A.S. Enterprises, Inc.

(Name of Contractor or Subcontractor)

on the Project of Hidalgo County Precinct No. 3 for Hidalgo County (Owner) at the Meeting Hall/Pavilion

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(Name of Contractor or Subcontractor)

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Dated: 11/11/09

Advance Door Service and Spc.

(Company Name)

By: [Signature]

(Signature)

Ernesto Barrera

(Printed Name/Title)

**UNCONDITIONAL WAIVER AND
RELEASE UPON PROGRESS PAYMENT**

Project Name: Hidalgo County Precinct No. 3 Meeting Hall/Pavilion

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The undersigned has been paid and has received a progress payment in the sum of \$ 8,071.20 paid on Check No. 8405 for labor, services, equipment, or material furnished to

G.A.S. Enterprises, Inc.

(Name of Contractor or Subcontractor)

on the Project of Hidalgo County Precinct No. 3 for Hidalgo County (Owner) at the Meeting Hall/Pavilion

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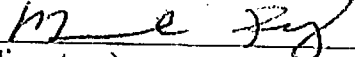
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Dated: 11/20/09

Grande Valley Builders

(Company Name)

By: 

(Signature)

Manuel Perez

(Printed Name/Title)

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RELEASE UPON PROGRESS PAYMENT**

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The undersigned has been paid and has received a progress payment in the sum of \$ 2,346.56 paid on Check No. 8411 for labor, services, equipment, or material furnished to

G.A.S. Enterprises, Inc.

(Name of Contractor or Subcontractor)

on the Project of Hidalgo County Precinct No. 3 for Hidalgo County (Owner) at the Meeting Hall/Pavilion

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G.A.S. Enterprises, Inc.

(Name of Contractor or Subcontractor)

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Dated: 11/20/09

Rocky's Plumbing

(Company Name)

By: 

(Signature)

Manager / Joe Flores

(Printed Name/Title)

**UNCONDITIONAL WAIVER AND
RELEASE UPON PROGRESS PAYMENT**

Project Name: Hidalgo County Precinct No. 3 Meeting Hall/Pavilion

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The undersigned has been paid and has received a progress payment in the sum of \$ 23,598.00 paid on Check No. 8410 for labor, services, equipment, or material furnished to

G.A.S. Enterprises, Inc.

(Name of Contractor or Subcontractor)

on the Project of Hidalgo County Precinct No. 3 for Hidalgo County (Owner) at the Meeting Hall/Pavilion

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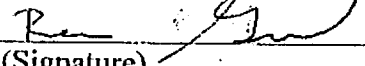
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(Name of Contractor or Subcontractor)

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Dated: 11/20/09

Rene Guerra & Son Hauling & Paving
(Company Name)

By: 
(Signature)

Rene Guerra / Owner
(Printed Name/Title)

**UNCONDITIONAL WAIVER AND
RELEASE UPON PROGRESS PAYMENT**

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The undersigned has been paid and has received a progress payment in the sum of \$ 850.59 paid on Check No. 8409 for labor, services, equipment, or material furnished to

G.A.S. Enterprises, Inc.

(Name of Contractor or Subcontractor)

on the Project of Hidalgo County Precinct No. 3 for Hidalgo County (Owner) at the Meeting Hall/Pavilion

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G.A.S. Enterprises, Inc.

(Name of Contractor or Subcontractor)

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Dated: 12-01-09

Lifetime Industries, Inc.

(Company Name)

By: [Signature]
(Signature)

Michael Schroek, Vice-President
(Printed Name/Title)

**UNCONDITIONAL WAIVER AND
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Project Name: Hidalgo County Precinct No. 3 Meeting Hall/Pavilion

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The undersigned has been paid and has received a progress payment in the sum of \$ 6,407.75 paid on Check No. 8407 for labor, services, equipment, or material furnished to

G.A.S. Enterprises, Inc.

(Name of Contractor or Subcontractor)

on the Project of Hidalgo County Precinct No. 3 for Hidalgo County (Owner) at the Meeting Hall/Pavilion

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(Name of Contractor or Subcontractor)

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Dated: 12/2/09

Intertech Flooring

(Company Name)

By: Celeste Garza
(Signature)

Celeste Garza Administrative Assistant
(Printed Name/Title)

**UNCONDITIONAL WAIVER AND
RELEASE UPON PROGRESS PAYMENT**

Project Name: Hidalgo County Precinct No. 3 Meeting Hall/Pavilion

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The undersigned has been paid and has received a progress payment in the sum of \$ 1,966.90 paid on Check No. 8412 for labor, services, equipment, or material furnished to

G.A.S. Enterprises, Inc.

(Name of Contractor or Subcontractor)

on the Project of Hidalgo County Precinct No. 3 for Hidalgo County (Owner) at the Meeting Hall/Pavilion

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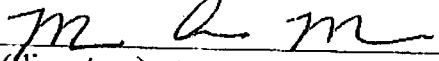
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Dated: 11/20/09

M.A. Moreno Painting

(Company Name)

By: 
(Signature)

Mario A. Moreno / Owner
(Printed Name/Title)