

APPLICATION FOR PMT #2

To: Hidalgo County Precinct No. 2 (OWNER)
 From: Asago Construction (CONTRACTOR)
 Contract: C-11-161-07-05
 Project: ROAD & DRAINAGE CONSTRUCTION OF EL GATO ROAD IMPROVEMENTS
 OWNER's Contract No. C-11-161-07-05 ENGINEER's Project No. ENG09.022A
 For Work accomplished through the date of: 28-Oct-2011

1. Original Contract Price:		\$ 643,798.80
2. Net change by Change Orders and Written Agreements (+ or -):		\$ -
3. Current Contract Price (1 plus 2):		\$ 643,798.80
4. Total completed and stored to date:		\$ 267,549.00
5. Retainage (per Agreement):		
<u>5%</u> of completed Work:	\$ 13,377.45	
<u>5%</u> of stored material:	\$ -	
Total Retainage:		\$ 13,377.45
6. % of Construction \$ Amount Completed:		
<u>42%</u> of contracted \$ amount has been completed		
7. % of Construction Time Completed:		
<u>120</u> Original Contract Time in Working Days		
<u>0</u> Net change by Change Orders and Written Agreements (+ or -)		
<u>120</u> Current Contract Time		
<u>53</u> Total Contract Days Used to Application Date in Calendar Days		
<u>0</u> Total Rain Days & Holidays Charged to Date		
<u>44%</u> of contract days have been completed		
8. Total completed and stored to date less retainage (4 minus 5):		\$ 254,171.55
9. Less previous Application for Payments:		\$ (176,721.85)
10. Balance to Finish:		\$ 376,249.80
11. AMOUNT DUE THIS APPLICATION (8 MINUS 9):		\$ 77,449.70

PO # 662525
L-1200-431-00-122-051-0-731
 Req # 201331

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 PMT #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 3-Nov-11

Asago Construction

CONTRACTOR

By: [Signature]

State of Texas

County of Hidalgo

Subscribed and sworn to before me this 1st day of November 2011

Notary Public

My Commission expires: 12-16-11



Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 3-Nov-11

R. GUTIERREZ ENGINEERING CORPORATION

ENGINEER

By: [Signature]

INVOICE RECEIVED BY:

[Signature] ON 11/3/2011

GOODS/SERVICES RECEIVED BY:

[Signature] 11/3/2011

Quantity Worksheet

Contractor Name: Asago Construction
 Starting Date: 5-Sep-2011
 Project Ending Date: 3-Jan-2012
 Engineers / County Project Desc: ROAD & DRAINAGE CONSTRUCTION OF EL GATO ROAD IMPROVEMENTS
 Engineers / County Project No.: ENG09 022A
 Application: PMT #2
 Application Date: 3-Nov-2011
 Period To: 28-Oct-2011

No.	Item Code	Description	Unit	Original Schedule Value		Application #1		Application #2		Balance To Finish
				Original Rates	Quan	Item Cost (Monthly)	QTY to Date	Item Cost (Monthly)	Total to Date	

1	STA	Preparation of Right-of-Way		60.00	38.98	15.00	15.00	15.00	900.00	23.98	1,438.80
2	CY	Excavation (Roadway)		2.00	18,717.00	6,000.00	6,000.00	4,200.00	840.00	12,297.00	24,594.00
3	CY	Embankment (Final) (Esn. Cont.) (Ty C)		15.00	318.00					318.00	4,770.00
4	SY	Cell Fbr Mich Seed (Temp)(Warm)		0.50	6,705.00					6,705.00	3,352.50
5	SY	Cell Fbr Mich Seed (Temp)(Cool)		0.50	6,705.00					6,705.00	3,352.50
6	SY	Cell Fbr Mich Seed (Perm)(Clay)		0.50	13,410.00					13,410.00	6,705.00
7	SY	Flexible Base (Mat'l Supplied by County) (B')		1.00	23,067.00					15,067.00	15,067.00
8	SY	Lime Tr (Exst Mat'l)(12')		1.50	24,309.00	4,000.00	4,000.00	6,000.00	8,000.00	16,309.00	24,463.50
9	SY	Lime Treat(New Base)(B')		1.50	23,067.00					15,067.00	22,600.50
10	TON	Lime (Slurry or Commercial Slurry)		170.00	716.00	79.00	79.00	13,430.00	159.00	27,030.00	40,460.00
11	GAL	Prime Coat (MC-30)		6.00	6,265.00					6,265.00	37,590.00
12	SY	Cut & Restore Pavement		50.00	2,760.00					2,760.00	0.00
13	LF	Trench Excav Protection		1.00	1,034.00	1,034.00	1,034.00	1,034.00		1,034.00	0.00
14	CY	Concrete Riprap (CL C)		2,000.00	2.00						4,000.00
15	LF	RC Pipe (CL III) (18')		50.00	132.00	6,600.00	132.00	6,600.00	132.00	6,600.00	0.00
16	LF	RC Pipe (CL III) (24')		55.00	146.00	8,030.00	106.00	5,830.00	40.00	2,200.00	0.00
17	LF	RC Pipe (CL III) (30')		75.00	667.00	50,025.00	667.00	50,025.00		50,025.00	0.00
18	LF	RC Pipe (CL III) (36')		100.00	345.00	34,500.00	318.60	31,860.00		31,860.00	2,640.00
19	EA	Inlet (Complete) (Ty A)		3,500.00	1.00	3,500.00	1.00	3,500.00	1.00	3,500.00	0.00
20	EA	Inlet (Complete) (Ty F)		5,000.00	8.00	40,000.00	8.00	40,000.00	8.00	40,000.00	0.00
21	EA	Inlet Extension		700.00	5.00	3,500.00	5.00	3,500.00	5.00	3,500.00	0.00
22	EA	Manhole (Complete) (Ty A)		3,000.00	3.00	9,000.00	3.00	9,000.00	3.00	9,000.00	0.00
23	SY	Construction Exits (Ty 2) (Install)		8.00	168.00	1,344.00	168.00	1,344.00		168.00	0.00
24	SY	Construction Exits (Remove)		4.00	168.00	672.00				168.00	672.00
25	LF	Conc. Curb & Gutter (Ty A)(Barrier)		8.00	7,749.00	61,992.00	2,500.00	2,500.00	20,000.00	5,249.00	41,992.00
26	LF	Conc Valley Gutter (6-Ft)		8.00	4,800.00	4,800.00				600.00	4,800.00
27	SY	Driveways (Asphalt Concrete Pavement)		20.00	878.00	17,560.00				878.00	17,560.00
28	SY	Driveways (Brick Pavers)		50.00	18.70	935.00				18.70	935.00
29	SY	Turnout (Asphalt Concrete Pavement)		20.00	429.60	8,592.00				429.60	8,592.00
30	EA	Curb Ramps (Ty 9)		700.00	10.00	7,000.00				10.00	7,000.00
31	SY	Sidewalk (Conc) (5-Ft)		40.00	520.00	20,800.00				520.00	20,800.00
32	EA	Install Small Roadside Sign Supp & Assem Ty S80 (1) SA/P)		400.00	14.00	5,600.00				14.00	5,600.00
33	EA	Remove Small Roadside Sign Supp & Assem		100.00	8.00	800.00				4.00	400.00
34	LF	Reti Pav Mtk Ty 1 (WY)(4')(Bk)(100MII)		1.00	1,930.00	1,930.00				1,930.00	1,930.00
35	LF	Reti Pav Mtk Ty 1 (WY)(8')(Sid)(100 MII)		3.00	250.00	750.00				250.00	750.00
36	LF	Reti Pav Mtk Ty 1 (Y) (4')(Sid) (100MII)		1.00	8,900.00	8,900.00				8,900.00	8,900.00
37	LF	Reti Pav Mtk Ty 1 (WY) (24')(Sid) (100MII)		7.00	568.00	3,976.00				568.00	3,976.00
38	LF	Reti Pav Mtk Ty 1 (Y) (24')(Sid) (100MII)		7.00	1,520.00	1,064.00				152.00	1,064.00
39	EA	Prefab Pav Mtk Ty B (WY) (Word)		300.00	4.00	1,200.00				4.00	1,200.00
40	EA	Prefab Pav Mtk Ty B (WY) (Arrow)		300.00	10.00	3,000.00				10.00	3,000.00
41	EA	Reti Pav Mtk (Ty 1-C)		3.00	193.00	579.00				193.00	579.00
42	EA	Reti Pav Mtk (Ty II A-A)		3.00	222.00	666.00				222.00	666.00
43	EA	Solar Powered School Zone Sign & Assembly		6,000.00	2.00	12,000.00				2.00	12,000.00
44	MO	Barricades, Signs and Traffic Handling		1,000.00	4.00	4,000.00	1.00	1.00	2.00	2.00	2,000.00
45	LF	Temporary Sediment Control Fence		4.00	324.00	1,296.00				1,296.00	0.00
				TOTAL ROAD IMPROVEMENT AMOUNTS:		643,798.80		186,023.00		81,526.00	267,549.00
											376,249.80

Printed Name:

Signature: 

Date:

3-Nov-2011

Schedule of Values

Contractor Name: Asago Construction
 Starting Date: 5-Sep-2011
 Project Ending Date: 3-Jan-2012
 Retainage Percent: 5%

Application: PMT #2
 Application Date: 3-Nov-2011
 Period To: 28-Oct-2011
 Engineer Firm: R. Gutierrez Eng. Corp.

Summary

Contract Number	Description	Original Schedule Value	Application #1	Retainage for App #1	Payment for Application #1	Application #2	Retainage for App #2	Payment for Application #2	Total Completed to Date	Retainage to Date	Total Completed Less Retainage	Previous Payments	Balance To Finish
C-11-161-07-05	ROAD & DRAINAGE CONSTRUCTION OF EL GATO ROAD IMPROVEMEN	\$ 643,798.80	\$ 186,023.00	\$ 9,301.15	\$ 176,721.85	\$ 81,526.00	\$ 4,076.30	\$ 77,449.70	\$ 267,549.00	\$ 13,377.45	\$ 254,171.55	\$ 176,721.85	\$ 376,249.80
TOTALS:		\$ 643,798.80	\$ 186,023.00	\$ 9,301.15	\$ 176,721.85	\$ 81,526.00	\$ 4,076.30	\$ 77,449.70	\$ 267,549.00	\$ 13,377.45	\$ 254,171.55	\$ 176,721.85	\$ 376,249.80



2113 Pecos St.
Mission, TX 78572
956-607-0741
956-585-7040 fx
asago@rgv.rr.com

October 31st, 2011

Mr. Ramiro Gutierrez, P.E.
R. Gutierrez Engineering
130 E. Park Ave.
Pharr, TX 78577

RE: Application for Payment # 2
Hidalgo County Precinct No. 2
Road and Drainage Construction of El Gato Road
Contract No.: C-11-161-07-05

Mr. Gutierrez:

The following is the list of suppliers used in the above mentioned project as per the County's request:

Rio Valley Pipe	7301 W. Expressway 83, Mission, TX 78572	956-498-0600
Magic Valley Concrete	7301 W. Expressway 83, Mission, TX 78572	956-498-0600

If you have any questions, please call me at (956) 607-0741

Best Regards,



Raul Iglesias, Partner

PARTIAL WAIVER OF LIEN

THE STATE OF TEXAS

COUNTY OF HIDALGO

The undersigned contracted with ASAGO CONSTRUCTION
to furnish REINFORCED CONCRETE PIPE
in connection with certain improvements to real property located in HIDALGO COUNTY PRECINCT NO. 2
County, Texas, and owned by HIDALGO COUNTY PRECINCT NO. 2
Which improvements are described as followed:

EL GATO ROAD

In consideration of Pay Estimate No. 2 in the amount of Twenty One Thousand
Seven Hundred Thirty eight ~~00/100~~ DOLLARS (\$ 21,738.00) 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 of 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.

RIO VALLEY PIPE, Ltd
[Signature] 10/31/11

SUPPLIER'S SIGNATURE

By: [Signature]

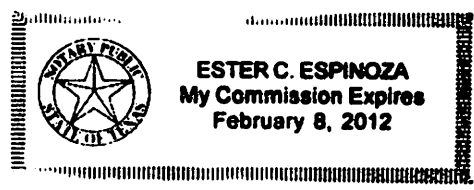
NAME & TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 31 day of October, 20 11 to
certify which witness my hand and seal of office.

[Signature]

NOTARY PUBLIC in and for the State of Texas

My Commission Expires: 02-08-2012



51 FEB 00 12:00 PM
TWO:00 PM TONIGHT

Seven Hundred Thirty eight 07/00

[Handwritten signature]
10/2/11

PARTIAL WAIVER OF LIEN

THE STATE OF TEXAS

COUNTY OF HIDALGO

The undersigned contracted with ASAGO CONSTRUCTION
to furnish CONCRETE
in connection with certain improvements to real property located in HIDALGO COUNTY PRECINCT NO. 2
County, Texas, and owned by HIDALGO COUNTY PRECINCT NO. 2
Which improvements are described as followed:

EL GATO ROAD

In consideration of Pay Estimate No. 2 in the amount of Six thousand One hundred fifty four
and no/100 DOLLARS (\$ 6,154.00) 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 of 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.

MAGIC VALLEY CONCRETE

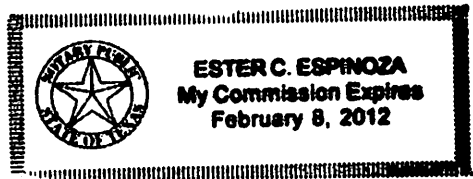
[Signature] 10/31/11
SUPPLIER'S SIGNATURE

By: [Signature]
NAME & TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 31 day of October, 20 11 to
certify which witness my hand and seal of office.

[Signature]
NOTARY PUBLIC in and for the State of Texas

My Commission Expires: 02-08-2012



[Faint handwritten text, possibly a signature or date]

ESTER C ESPINOZA
My Commission Expires
February 8, 2012



Contract Time Statement

PAY REQUEST 2 CONTRACTOR Asago LLC, dba Asago Construction

PROJECT NO. C-11-161-07-05 City Alamo, Texas DATE WORK BEGAN 9/5/2011

TIME COMPUTED FROM 10/8/2011 DATE WORK COMPLETED _____

MONTH	DATE OR DAYS	WORKING DAYS	DAYS CREDITED AND REASONS THEREFORE
October	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8	1	Weekend (No Work Done)
	9	1	Weekend (No Work Done)
	10	1	Work on project
	11	1	Work on project
	12	1	Work on project
	13	1	Work on project
	14	1	Work on project
	15	1	Weekend (No Work Done)
	16	1	Weekend (No Work Done)
	17	1	Work on project
	18	1	Work on project
	19	1	Work on project
	20	1	Work on project
	21	1	Work on project
	22	1	Weekend (No Work Done)
	23	1	Weekend (No Work Done)
	24	1	Work on project
	25	1	Work on project
	26	1	Work on project
	27	1	Work on project
	28	1	Work on project
	29		
	30		
	31		
TOTALS		21	0

NO. OF CONTRACT WORKING DAYS 120 NO. WORKING DAYS CHARGED TO DATE 54

ASSESSED LIQUIDATED DAMAGES: NO. DAYS 0 PER DAY \$ _____ TOTAL _____

CERTIFIED AS CORRECT (ONE COPY HAS BEEN GIVEN TO THE CONTRACTOR) _____
Ram P.E.
PROJECT ENGINEER

INSTRUCTIONS: PROJECT IDENTIFICATION SHOULD COVER CONTRACT. TIME CREDITED AND REASONS THEREFORE MUST CONFORM TO PROVISIONS OF CONTRACT. NO HOLIDAY CREDIT ALLOWED FOR DAYS PRECEDING OR FOLLOWING LEGAL HOLIDAYS. TIME SUSPENDED AND RESUMED MUST BE SUPPORTED BY COPY EACH OF LETTERS TO CONTRACTOR DATED ON OR BEFORE EFFECTIVE DATES. TIME EXTENSION MUST BE INDICATED AND REFERENCED TO RELATED PROVISION OF CONTRACT. SEE BOOKLET OF INSTRUCTIONS, CONSTRUCTION ESTIMATES DATED SEPTEMBER 1, 1956