

APPLICATION FOR PAYMENT NO. 4 & RETAINAGE

To: HIDALGO COUNTY (OWNER)
 From: ASAGO LLC, dba ASAGO CONSTRUCTION (CONTRACTOR)
 Contract: C-16-362-11-01
 Project: Hidalgo County Precinct No. 1
FEMA Road Drainage Improvements - Mile 2 East Road
 Owner's Contract No. C-16-362-11-01 PO# 753716
 For Work accomplished through the date of February 23, 2017

1. Original Contract Price:	\$164,927.97
2. Net change by Change Order and Written Agreements(+or-):	\$0.00
3. Current Contract Price (1 plus 2):	\$164,927.97
4. Total completed and stored to date:	\$164,927.97
5. Retainage (per Agreement):	
10% of completed Work: <u>\$16,492.80</u>	
of stored material _____	
Total Retainage:	\$0.00
6. Total completed and stored to date less retainage (4 minus 5)	\$164,927.97
7. Less previous Application for Payments:	\$148,435.17
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)	\$16,492.80

Accompanying Documentation:

- APPLICATION FOR PAYMENT
- CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS
- CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS
- CERTIFICATE OF CONSTRUCTION COMPLETION

INVOICE RECEIVED BY
Mimi on 3/16/17
 GOODS/SERVICES RECEIVED BY
Y. Gonzalez on 2/23/17

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 4 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 Payments is in accordance with the Contract Documents and not defective.

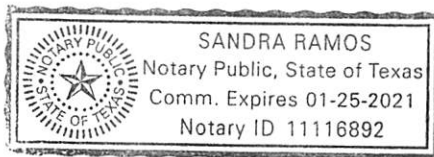
Date: February 23, 2017

ASAGO LLC, dba ASAGO CONSTRUCTION
CONTRACTOR

State of Texas
 County of Hidalgo
 Subscribed and sworn to before me this 23 day
 of February 2017

By: *Raul Iglesias*
Raul Iglesias, Member

Sandra Ramos
 Notary Public
 My Commission expires: 01/25/2021



Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date: 3/13/17

LeFEVRE Engineering & Management Consulting, LLC
ENGINEER

By: *Raul Iglesias*

Pct. 1
FEMA
7 - 1280-431-00-121- 810-5-721

**CONTRACTOR'S AFFIDAVIT OF
PAYMENT OF DEBTS AND CLAIMS**

PROJECT: Hidalgo County Precinct No. 1
FEMA Road Drainage Improvements - Mile 2 East Road
OWNER: Hidalgo County
CONTRACTOR: Asago LLC, dba Asago Construction
ENGINEER: LeFEVRE Engineering & Manager **PROJECT NO.** C-16-362-11-01

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 bond acceptable to the Owner for each exception.)

NONE

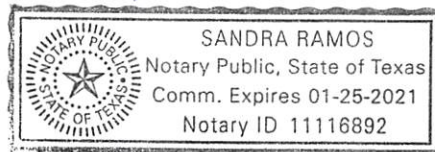
CONTRACTOR: Asago LLC, dba Asago Construction

By: 
Raul Iglesias
Title: Member

Subscribed & sworn to before me this 23rd day of February, 2017

Notary Public: 

My Commission Expires: 01/25/2021



CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

PROJECT: Hidalgo County Precinct No. 1
FEMA Road Drainage Improvements - Mile 2 East Road
OWNER: Hidalgo County
CONTRACTOR: Asago LLC, dba Asago Construction
ENGINEER: LeFEVRE Engineering & Manager **PROJECT NO.** C-16-362-11-01

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 lines, 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 bond acceptable to the Owner for each exception.)

NONE

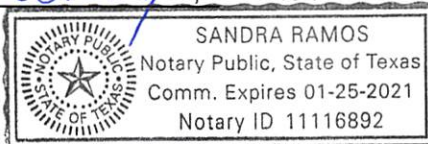
CONTRACTOR: Asago LLC, dba Asago Construction

By: 
Raul Iglesias
Title: Member


Subscribed & sworn to before me this 23rd day of February, 2017

Notary Public: 

My Commission Expires: 01/25/2021




6. That the final payment in the amount of \$ Sixteen Thousand Four Hundred Ninety-Two dollars and Eighty cents (\$ 16,492.80) is now due and payable.

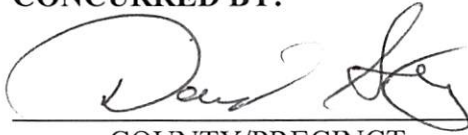

Lefevre Engineering

CONCURRED BY:

ASAGO, LLC dba Asago Construction
CONTRACTOR'S NAME

BY: 
TITLE: Member

CONCURRED BY:


COUNTY/PRECINCT

BY: David Scherer
TITLE: Chief Administrator

3/10/12 .35, ~~SDA~~

Handwritten text, possibly a date or reference number, located below the main entry.

One-Year Warranty Letter

PROJECT NAME: Hidalgo County Precinct No. 1 – FEMA Road & Drainage Improvements: Mile 2 East Road

Asago LLC, dba Asago Construction, 2112 S. Shary Rd., Mission, Texas, the Contractor, hereby affirms that they have satisfied all claims of indebtedness, of every nature, and in any way connected with the work on this project including, but not limited to, all payroll amounts due; all contractor or subcontractors amounts due; all accounts for labor, equipment, or materials furnished; and that all claims for incidental services, liens, judgments, and so forth, and that they hereby indemnify the County of Hidalgo, from any and all liens or claims arising out of said project work. In the event that the district is required to take legal action to satisfy any lien or claim relating to the project, the Contractor shall be liable for all costs connected with clearing any or all liens or claims.

The Contractor, agrees that 100% of all work related to this project shall be warranted for one year after the date of the written notice of project acceptance by Hidalgo County and hereby provide a warranty guarantee as stipulated in the general conditions of the contract. The date of acceptance is March 3, 2017. Under the terms of this warranty, the contractor will, at his own expense, make any and all repairs or replacements necessitated by any defects in materials or workmanship, damage, or disturbance caused directly or indirectly, in whole or in part, by activities performed in relation to this project. When such defect, damage, or disturbance occurs within the one-year warranty period on any part of the work done in relation to this project or to any existing improvements or real property adjacent to the work, the appropriate repair or remedy shall be made and a new warranty for said repair or remedial work shall extend one year from the date of such repair.

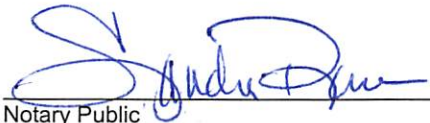
Should suit or action be undertaken by Hidalgo County to enforce this warranty or to seek damages for its breach, the prevailing party shall be entitled to an award of its reasonable costs and attorney fees, including those on appeal. Jurisdiction for litigation concerning warranty claims shall rest exclusively with the courts of the State of Texas, and venue shall lie in Hidalgo County.

Contractor:
Asago LLC, dba Asago Construction
2112 S. Shary Rd.
Mission, Texas 78572

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 10th day of
March, 2017



Signature



Notary Public

Member

Title

My Commission Expires on: 01-25-2021

