

APPLICATION FOR PAYMENT NO. 3 & RETAINAGE

To: HIDALGO COUNTY (OWNER)
 From: ASAGO LLC, dba ASAGO CONSTRUCTION (CONTRACTOR)
 Contract: C-16-361-11-01
 Project: Hidalgo County Precinct No. 1
FEMA Road Drainage Improvements - Mile 8 North Road
 Owner's Contract No. C-16-361-11-01 PO# 753759
 For Work accomplished through the date May 19, 2017

1. Original Contract Price:	\$168,377.57
2. Net change by Change Order and Written Agreements(+or-):	\$0.00
3. Current Contract Price (1 plus 2):	\$168,377.57
4. Total completed and stored to date:	\$168,377.57
5. Retainage (per Agreement):	
10% of completed Work: _____	
10% of stored material _____	
Total Retainage:	\$0.00
6. Total completed and stored to date less retainage (4 minus 5)	\$168,377.57
7. Less previous Application for Payments:	\$151,539.81
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)	\$16,837.76

Accompanying Documentation:

APPLICATION FOR PAYMENT
 ESTIMATE AND QUANTITY
 SCHEDULE OF VALUES

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

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 3 & RET 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: May 19, 2017

ASAGO LLC, dba ASAGO CONSTRUCTION

CONTRACTOR

State of Texas

County of Hidalgo

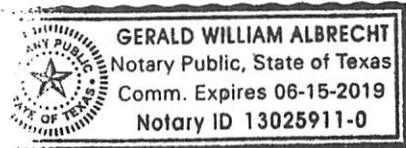
Subscribed and sworn to before me this 22nd day
 of May 2017

By: _____

Raul Iglesias, Member

Gerald William Albrecht
 Notary Public

My Commission expires: 6/15/2019



Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date: 5-24-17

LeFEVRE Engineering & Management Consulting, LLC
ENGINEER

By: _____

Estimate Quantity Update Worksheet

Contractor Name: Asago Construction
 Starting Date: 1/25/2017
 Project Ending Date: 5/19/2017
 Engineer's / County Project Desc.: FEMA Road Drainage Improvements - Mile 8 North Road

Application: 3 & RET.
 Application Date: 5/19/2017
 Period To: 5/19/2017
 PO#: 753759

ITEM NO	DESCRIPTION	UNIT	Revised Schedule Value			Application # 1			Application # 2			Total to Date	Retainage To Date (10%)	Balance to Finish	
			Quantity	Original Rates	Dollars	Monthly Quantity	QTY to Date	Item Cost (Monthly)	Monthly Quantity	QTY to Date	Item Cost (Monthly)			Quantity	Dollars
(905) ROADWAY															
1-1	Mobilization, Bonds and Insurance	LS	1.00	\$3,000.00	\$3,000.00	1.00	1.00	\$3,000.00		1.00	\$0.00	\$3,000.00	\$0.00	0.00	\$0.00
1-2	Traffic Control Plan	LS	1.00	\$3,000.00	\$3,000.00	1.00	1.00	\$3,000.00		1.00	\$0.00	\$3,000.00	\$0.00	0.00	\$0.00
1-3	Excavate and haul away for reclamation	SY	9,856.00	\$1.00	\$9,856.00	9,856.00	9,856.00	\$9,856.00		9,856.00	\$0.00	\$9,856.00	\$0.00	0.00	\$0.00
1-4	Install Biaxial Geogrid #1200 material over SubBas	SY	9,856.00	\$1.25	\$12,320.00	8,377.60	8,377.60	\$10,472.00	1,478.40	9,856.00	\$1,848.00	\$12,320.00	\$0.00	0.00	\$0.00
1-5	Furnish and Install 6-inch deep compacted Caliche	SY	9,856.00	\$4.25	\$41,888.00	8,377.60	8,377.60	\$35,604.80	1,478.40	9,856.00	\$6,283.20	\$41,888.00	\$0.00	0.00	\$0.00
1-6	Furnish and Apply a 1.5% Lime Treatment to the C	SY	9,856.00	\$1.85	\$18,233.60	8,377.60	8,377.60	\$15,498.56	1,478.40	9,856.00	\$2,735.04	\$18,233.60	\$0.00	0.00	\$0.00
1-7	Furnish and Apply a Prime Coat (MC-30)(0.2 GAL	SY	8,213.33	\$1.00	\$8,213.33		0.00	\$0.00	8,213.33	8,213.33	\$8,213.33	\$8,213.33	\$0.00	0.00	\$0.00
1-8	Furnish, Install and Roll a 2-inch deep HMA Type	SY	8,213.33	\$7.50	\$61,599.98		0.00	\$0.00	8,213.33	8,213.33	\$61,599.98	\$61,599.98	\$0.00	0.00	\$0.00
1-9	Install pavement markings and lines.	SY	8,213.33	\$0.80	\$6,570.66		0.00	\$0.00	8,213.33	8,213.33	\$6,570.66	\$6,570.66	\$0.00	0.00	\$0.00
1-10	Regrade Roadside Ditches	LF	7,392.00	\$0.50	\$3,696.00		0.00	\$0.00	7,392.00	7,392.00	\$3,696.00	\$3,696.00	\$0.00	0.00	\$0.00
Total Roadway					\$168,377.57			\$77,431.36		0.00	\$90,946.21		\$0.01		\$0.00

Monthly Totals:	\$77,431.36	\$90,946.21	\$168,377.57	\$0.00
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Total to Date \$168,377.57

Prepared and Checked By:

Signature: 
 Printed Name: Raul Iglesias Date: May 19, 2017

Engineer: 

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

PROJECT: HIDALGO COUNTY
FEMA Road Drainage Improvements - Mile 8 North Road
OWNER: Hidalgo County
CONTRACTOR: Asago LLC, dba Asago Construction
ENGINEER: LeFEVRE Engineering & Manager **PROJECT NO.** C-16-361-11-01

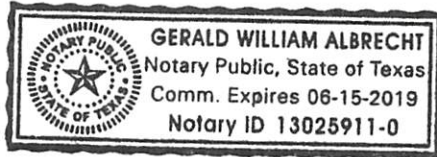
The Contractor, in accordance with the Contract Documents, and in consideration for the full and final payment to the contractor for all services in connection with the project, does hereby waive and release any and all liens, or any and all claims to liens which the Contractor may have on or affecting 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 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 22nd day of May, 2017

Notary Public: 

My Commission Expires: 6/15/2019

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

PROJECT: HIDALGO COUNTY
FEMA Road Drainage Improvements - Mile 8 North Road
OWNER: Hidalgo County
CONTRACTOR: Asago LLC, dba Asago Construction
ENGINEER: LeFEVRE Engineering & Manager **PROJECT NO.** C-16-361-11-01

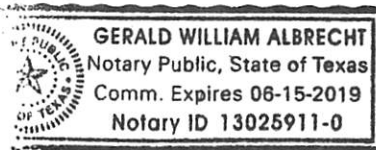
The Contractor in accordance with the Contract Documents, hereby certifies that, except as listed below, all obligations for all materials and equipment furnished, for all work labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner 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 22nd day of May, 2017

Notary Public: 

My Commission Expires: 6/15/2019

Notary ID: 15032917-0
Commission Expires 07-15-2019
Notary Public, State of Texas
SERVIO WILLIAM ALBECCHI

One-Year Warranty Letter

PROJECT NAME: Hidalgo County Precinct No. 1 – FEMA Road & Drainage Improvements: Mile 8 North 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 May 24, 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 24th day of
May, 2017

[Signature]
Signature

[Signature]
Notary Public

Member
Title

My Commission Expires on: 06/15/2019

