

JAVIER HINOJOSA ENGINEERING/Consulting Engineers

July 31, 2007

Commissioner Joe M. Flores
Hidalgo County Precinct 3
724 N. Breyfogle
Mission, Texas 78572

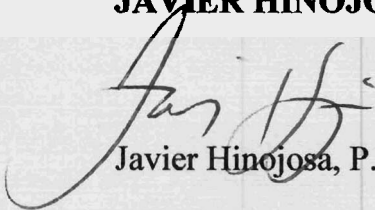
**Re: Colonia Access Program Bid No. CAP 07-012-04-04-LRM
(Los Treviños #4 Subdivision)**

Dear Commissioner Flores,

Attached please find Payment Request No. 1 for the referenced project as submitted by IOC Company, LLC. This invoice is for work performed through July 30, 2007. The work involved with this invoice consists of installation of culverts, barricading and preparing the street right of ways. **There is no testing required for this invoice therefore the testing table is not being included.** We recommend payment of this invoice in the amount of \$32,484.49. A 10 % is being held within the invoice until final acceptance of the project. Also attached is the List of Material Suppliers along with the Contractor's Payroll Statements. If you have any questions or require further information, please feel free to contact me at your convenience.

Sincerely,

JAVIER HINOJOSA ENGINEERING



Javier Hinojosa, P.E.

cc: Mr. Agapito Vargas, Director, Colonia Access Program

416 E. Dove Avenue

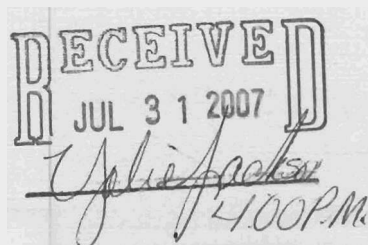
McAllen, Texas 78504

Tel: (956) 668-1588

Fax: (956) 994-8102

javhin@rgv.rr.com

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APPLICATION FOR PAYMENT NO. 1

To: Hidalgo County (OWNER)

From: IOC Company, LLC (CONTRACTOR)

Contract: C-CAP-07-012-04-24

Project: Hidalgo County Precinct No. 3 - Border Colonia Access Program - Los Treviños #4 Subdivision

OWNER'S Contract No. C-CAP-07-012-04-24

For Work Accomplished through the date of: July 30, 2007.

1. Original Contract Price:	<u>\$117,617.15</u>
2. Net Change by Change Orders and Written Amendments (+ or -):	<u>\$ 0.00</u>
3. Current Contract Price (1 and plus 2):	<u>\$117,617.15</u>
4. Total complete and stored to date:	<u>\$ 36,093.88</u>
5. Retainage (per Agreement):	
<u>10</u> % of completed Work:	<u>\$3,609.39</u>
_____ % of stored material:	<u>\$ _____</u>
Total Retainage:	<u>\$ 3,609.39</u>
6. Total complete and stored to date less retainage (4 minus 5):	<u>\$ 32,484.49</u>
7. Less previous Application for Payments:	<u>\$ 0.00</u>
8. DUE THIS APPLICATION (6 MINUS 7):	<u>\$ 32,484.49</u>

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 1 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 7-31-07

Nancy Cuellar
By: Nancy Cuellar, Member
IOC Company, L.L.C.

State of Texas
County of Hidalgo

Subscribed and sworn to before me this 31st
day of July, 2007

Claudia N. Ybarra
Notary Public
My Commission expires: 3-23-2008



Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 7/31/07

Javier Hinojosa
By: Javier Hinojosa, P.E.
JAVIER HINOJOSA ENGINEERING

IOC Company, LLC Contractor Name
7/1/2007 Starting Date
Project Ending Date
10% Retainage Percent

Application No.: 1
 Application Date: 7/31/2007
 Period To: 7/30/2007
 Engineer Firm: Javier Hinojosa Engineering

Summary											
CSJ #	CSJ Name	Schedule Value	Work Previously Completed	This Period	Total Complete to Date	Balance To Finish	Retainage	Net	Payments to Date	Payment Due	
5020-064-21	Los Trevinos #4 Trevinos Circle (N&S)	\$ 29,066.50	\$ -	\$ 2,916.00	\$ 2,916.00	\$ 26,150.50	\$ 291.60	\$ 2,624.40	\$ -	\$ 2,624.40	
5020-064-21	Los Trevinos #4 Trevinos Circle (E&W)	\$ 88,550.65	\$ -	\$ 33,177.88	\$ 33,177.88	\$ 55,372.77	\$ 3,317.79	\$ 29,860.09	\$ -	\$ 29,860.09	
		<u>\$ 117,617.15</u>	<u>\$ -</u>	<u>\$ 36,093.88</u>	<u>\$ 36,093.88</u>	<u>\$ 81,523.27</u>	<u>\$ 3,609.39</u>	<u>\$ 32,484.49</u>	<u>\$ -</u>	<u>\$ 32,484.49</u>	

Prepared and Checked By:

Signature: 
 Printed Name: Javier Hinojosa, P.E.

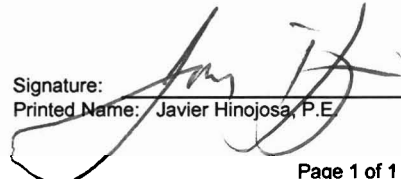
Date: 7/31/07

IOC Company, LLC
 07/01/07
 Los Treviños Subd. - Treviños Circle (N&S)

Contractor Name
 Starting Date
 Project Ending Date
 Engineer's / County Project Description

Application No.: 1
 Application Date: 07/31/07
 Period To: 07/30/07
 Engineer's / County Project No: 5020-064-21

No.	Item Code	Description	Unit	Rate	Schedule Value		Work Previously Completed		This Period		Total Completed To Date		Balance To Finish	
					Quan.	Dollars	Quan.	Dollars	Quan.	Dollars	Quan.	Dollars	Quan.	Dollars
PAVING														
1	100	Preparing ROW	STA	\$ 475.00	4.74	\$ 2,251.50	0.00	\$ -	0.00	\$ -	0.00	\$ -	4.74	\$ 2,251.50
2	134	Backfill (TY A)	STA	\$ 100.00	4.74	\$ 474.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	4.74	\$ 474.00
3	247	6" Flexible Base (TYD, GR6, CL4)	SY	\$ 6.37	1475.00	\$ 9,395.75	0.00	\$ -	0.00	\$ -	0.00	\$ -	1,475.00	\$ 9,395.75
4	251	Rewking BS Matrl (DC)(TY D CL2)	SY	\$ 2.05	1475.00	\$ 3,023.75	0.00	\$ -	0.00	\$ -	0.00	\$ -	1,475.00	\$ 3,023.75
5	262	Lime Treatment for New Flex Base	SY	\$ 3.50	1475.00	\$ 5,162.50	0.00	\$ -	0.00	\$ -	0.00	\$ -	1,475.00	\$ 5,162.50
6	340	Barricades, Signs and Traffic Handling	MO	\$ 500.00	2.00	\$ 1,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	2.00	\$ 1,000.00
7	502	Driveway (6" Flexible Base)	SY	\$ 13.00	156.00	\$ 2,028.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	156.00	\$ 2,028.00
8	530	Driveway (Concrete 300 PSI)	SY	\$ 40.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
9	530	15" ADS Culvert Pipe	LF	\$ 27.00	108.00	\$ 2,916.00	0.00	\$ -	108.00	\$ 2,916.00	108.00	\$ 2,916.00	0.00	\$ -
10	556	18" RCP Culvert Pipe	LF	\$ 37.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
11	556	Safety End Treatments	EA	\$ 850.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
12	556	Temporary Sediment Control Fence	LF	\$ 3.50	60.00	\$ 210.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	60.00	\$ 210.00
13	5249	Temporary Sediment Control Fence (Remove	LF	\$ 1.75	60.00	\$ 105.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	60.00	\$ 105.00
14		Relocate Mail Boxes	LS	\$ 5,000.00	0.50	\$ 2,500.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.50	\$ 2,500.00
15														
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20														
21														
22														
23														
24														
25														
					\$ 29,066.50		\$ -		\$ 2,916.00		\$ 2,916.00		\$ 26,150.50	

Prepared and Checked By: _____ Signature:  Date: 7/31/07
 Printed Name: Javier Hinojosa, P.E.

IOC Company, LLC
 07/01/07
 Los Treviños Subd. - Treviños Circle (E&W)

Contractor Name
 Starting Date
 Project Ending Date
 Engineer's / County Project Description

Application No.: 1
 Application Date: 07/31/07
 Period To: 07/30/07
 Engineer's / County Project No: 5020-064-21

No.	Item Code	Description	Unit	Rate	Schedule Value		Work Previously Completed		This Period		Total Completed To Date		Balance To Finish	
					Quan.	Dollars	Quan.	Dollars	Quan.	Dollars	Quan.	Dollars	Quan.	Dollars
PAVING														
1	100	Preparing ROW	STA	\$ 475.00	10.27	\$ 4,878.25	0.00	\$ -	7.505	\$ 3,564.88	7.51	\$ 3,564.88	2.77	\$ 1,313.37
2	134	Backfill (TY A)	STA	\$ 100.00	10.27	\$ 1,027.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	10.27	\$ 1,027.00
3	247	6" Flexible Base (TYD, GR6, CL4)	SY	\$ 6.37	3195.00	\$ 20,352.15	0.00	\$ -	0.00	\$ -	0.00	\$ -	3,195.00	\$ 20,352.15
4	251	Rewking BS Matr (DC)(TY D CL2)	SY	\$ 2.05	3195.00	\$ 6,549.75	0.00	\$ -	0.00	\$ -	0.00	\$ -	3,195.00	\$ 6,549.75
5	262	Lime Treatment for New Flex Base	SY	\$ 3.50	3195.00	\$ 11,182.50	0.00	\$ -	0.00	\$ -	0.00	\$ -	3,195.00	\$ 11,182.50
6	340	Barricades, Signs and Traffic Handling	MO	\$ 500.00	3.00	\$ 1,500.00	0.00	\$ -	1.00	\$ 500.00	1.00	\$ 500.00	2.00	\$ 1,000.00
7	502	Driveway (6" Flexible Base)	SY	\$ 13.00	416.00	\$ 5,408.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	416.00	\$ 5,408.00
8	530	Driveway (Concrete 300 PSI)	SY	\$ 40.00	182.00	\$ 7,280.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	182.00	\$ 7,280.00
9	530	15" ADS Culvert Pipe	LF	\$ 27.00	472.00	\$ 12,744.00	0.00	\$ -	472.00	\$ 12,744.00	472.00	\$ 12,744.00	0.00	\$ -
10	556	18" RCP Culvert Pipe	LF	\$ 37.00	237.00	\$ 8,769.00	0.00	\$ -	237.00	\$ 8,769.00	237.00	\$ 8,769.00	0.00	\$ -
11	556	Safety End Treatments	EA	\$ 850.00	6.00	\$ 5,100.00	0.00	\$ -	6.00	\$ 5,100.00	6.00	\$ 5,100.00	0.00	\$ -
12	556	Temporary Sediment Control Fence	LF	\$ 3.50	240.00	\$ 840.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	240.00	\$ 840.00
13	5249	Temporary Sediment Control Fence (Remove)	LF	\$ 1.75	240.00	\$ 420.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	240.00	\$ 420.00
14		Relocate Mail Boxes	LS	\$ 5,000.00	0.50	\$ 2,500.00	0.00	\$ -	0.50	\$ 2,500.00	0.50	\$ 2,500.00	0.00	\$ -
15														
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22														
23														
24														
25														
					\$ 88,550.65		\$ -		\$ 33,177.88		\$ 33,177.88		\$ 55,372.77	

Prepared and Checked By:

Signature: 
 Printed Name: Javier Hinojosa, P.E.

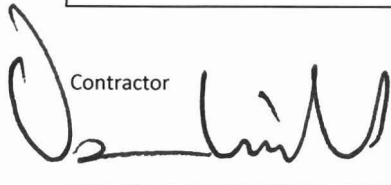
Date: 7/31/07

CONTRACTOR: IOC Company, LLC
 PROJECT: Hidalgo Co. Pct #3 Los Treviños #4
 OWNER: Hidalgo County

Pay Estimate #: 1
 Invoice #: 206
 Date: 07/30/07

Item No.	Description	Quantity	Unit	Contract		Total Work Done			Percent Complete	Amount Due This Estimate	Amount Paid To-Date
				Unit Price	Amount	ThisPeriod	Previous	To-Date			
1	Preparing ROW	15.01	STA	\$475.00	\$7,129.75	7.505		7.505		\$3,564.88	\$0.00
2	Backfill (TY A)	15.01	STA	\$100.00	\$1,501.00	0		0		\$0.00	\$0.00
3	6" Flexible Base	4670	SY	\$6.37	\$29,747.90	0		0		\$0.00	\$0.00
4	Reworking Base Matl (DC)(T)	4670	SY	\$2.05	\$9,573.50	0		0		\$0.00	\$0.00
5	Lime Treatment For New Fl	4670	SY	\$3.50	\$16,345.00	0		0		\$0.00	\$0.00
6	Barricades, Signs and Traffi	5	MO	\$500.00	\$2,500.00	1		1		\$500.00	\$0.00
7	Driveway (6" Flexible Base)	572	SY	\$13.00	\$7,436.00	0		0		\$0.00	\$0.00
8	Driveway (Concrete 3000 P	182	SY	\$40.00	\$7,280.00	0		0		\$0.00	\$0.00
9	15" ADS Culvert Pipe	580	LF	\$27.00	\$15,660.00	580		580		\$15,660.00	\$0.00
10	18"RCP Culvert Pipe	237	LF	\$37.00	\$8,769.00	237		237		\$8,769.00	\$0.00
11	Safety End Treatments	6	EA	\$850.00	\$5,100.00	6		6		\$5,100.00	\$0.00
12	Temp Sedmt Cont Fence	300	LF	\$3.50	\$1,050.00	0		0		\$0.00	\$0.00
13	Temp Sedmt Cont Fence (R	300	LF	\$1.75	\$525.00	0		0		\$0.00	\$0.00
14	Relocate Mail Boxes	1	Lump Sum	\$5,000.00	\$5,000.00	0.5		0.5		\$2,500.00	\$0.00
	Subtotal				\$117,617.15	0		0		\$36,093.88	\$0.00

TOTAL IMPROVEMENTS:	\$117,617.15	\$36,093.88	\$0.00
Less 10% Retainage		\$3,609.39	\$0.00
Amount due this estimate:		\$32,484.49	\$0.00

Contractor

 IOC Company

Approved for Payment
 Date 7/30/07

 Javier Hinojosa Engineering Date

Accepted for Payment
 Hidalgo County
 Date



**HIDALGO COUNTY PCT. #3
LOS TREVINOS**

Permanent Matieral Suppliers

Storm Drainage

Hanson Pipe & Precast, Inc.
P.O. Box 730477
Dallas, TX 75373-0477Hanson Pipe

Phone: (956) 797-3227
Fax: (956) 797-3130
Conact:

Subcontractors
NONE

PROGRESS ESTIMATE

Project:
Hidalgo County Pct #3
Los Trevinos #4 Subdivision

Project No.: _____ Estimate No. 1
For Period From 7/1/07 To 7/30/07

Notice to Proceed Date: _____
Contract Completion Date: _____
Approved Time Extensions: _____
Revised Contract Completion Date: _____

Contract Date: _____
Original Contract Amount: \$ 117,617.15
Revised Contract Amount: \$ _____

TOTAL AMOUNT WORK DONE TO DATE: \$ 36,093.⁸⁸
Less Amount Retained: (3,609.³⁹)
Less Previous Payments: (0)

Owner: Hidalgo County Pct #3
Contractor: IDC COMPANY, LLC

AMOUNT DUE CONTRACTOR: \$ 32,484.⁴⁹

CERTIFICATE OF THE CONTRACTOR OR HIS DULY AUTHORIZED REPRESENTATIVE

To the best of my knowledge, I certify that all times, quantities and prices of work and materials shown on the face of this estimate are correct; that all work has been performed and materials supplied in full accordance with the terms and conditions of the corresponding construction contractual documents between the Owner and the Contractor, including all changes authorized thereto; that the foregoing is a true and correct statement of the contract amount up to and including the last day of the period covered by this estimate and that no part of the "AMOUNT DUE CONTRACTOR" has been received.

I further certify that all just and lawful bills against the below named Contractor, for labor, material and expendable equipment employed in the performance of said contract have been paid in full accordance with the Contract requirements.

DATE: 7/30/07 BY:  TITLE: member

CERTIFICATE OF ENGINEER'S REPRESENTATIVE

I certify that a qualified project representative was present on the project on a continual basis to observe construction and that all materials and work included in this statement have been performed in general accordance with the construction plans and specifications and authorized changes thereto. I further certify that I have verified this estimate and that, to the best of my knowledge and belief, it is a true and correct statement of work performed and materials supplied by the Contractor, that the amount due him is correct and just.

PROJECT MANAGER: _____ DATE: _____

OWNER'S ACCEPTANCE: _____ DATE: _____



Contract Time Statement

ESTIMATE NO. 1 CONTRACTOR IOC Company, LLC
 PROJECT NO. LUSTREVIÑOS COUNTY Hidalgo DATE WORK BEGAN 7/1/07
 TIME COMPUTED FROM _____ DATE WORK COMPLETED 7/31/07

MONTH	DATE OR DAYS	WORKING DAYS CHARGED	DAYS CREDITED AND REASONS THEREFORE	
July	2	1		
	3	1	TOPD Survey for east-west San Francisco Street Ditch excavation	
	4	0	Rained out	
	5	0	Rained out	
	6	0	Rained out	
	7	0	Rained out	
	9	1	Utility crew set 18" RCP on San Francisco East-West	
	10	1	" "	
	11	1	" "	
	12	1	" "	
	13	1	" "	
	16	0	Rained out	
	17	0	Rained out	
	18	0	Rained out	
	19	0	Rained out	
	20	0	Rained out	
	23	1	Utility crew set 15" RCP San Francisco East-West	
	24	1	" "	
	25	1	" "	
	26	1	Utility crew set 15" RCP San Francisco N-S	
	27	1	Utility crew set 15" RCP San Francisco N-S	
	28	1	reworking Base material for San Francisco East-West	
	30	1	reworking Base material for San Francisco East-West North-south	
	31	1	" "	
	TOTALS		0	0

NO. OF CONTRACT WORKING DAYS _____ NO. WORKING DAYS CHARGED TO DATE 0
 ASSESSED LIQUIDATED DAMAGES: NO. _____ PER DAY \$ _____ TOTAL \$ 0.00
 CERTIFIED AS CORRECT (ONE COPY HAS BEEN GIVEN TO THE _____)

RESIDENT 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, 1996

U.S. Department of Labor
 Employment Standards Administration
 Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions, Form WH-347 Inst.)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.



Rev. April 2006

NAME OF CONTRACTOR OR SUBCONTRACTOR ADDRESS P.O. BOX 4737 EDINBURG, TEXAS 78540
 IOC COMPANY, LLC OMB No.: 1215-0149
 Expires: 04/30/2009

PAYROLL NO. 1 FOR WEEK ENDING 07/01/2007 PROJECT AND LOCATION HIDALGO COUNTY PCT#3 LOS TREVINOS #4 SUBDIVISION PROJECT OR CONTRACT NO. 07-1011

(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. O. ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK						
				M	T	W	T	F	S	S				FICA	WITH-HOLDING TAX	OTHER	TOTAL DEDUCTIONS								
				HOURS WORKED EACH DAY																					
Alfonso Caballero 104 Rio Grande Alamo, Texas 78516 (465-61-1596)	2	Front End Loader Operator	O	10.00					10.00			20.00	\$9.25	\$185.00											
			S																						\$185.00
Jesus C. Silva 1925 Seminary Aurora Edinburg, Texas 78541 (356-81-6854)	3	Roller Operator	O	10.00				11.00	10.00			31.00	\$7.80	\$241.80											
			S																						\$241.80
Juan Trevino 1108 Oriole Alamo, Texas 78516 (629-03-5012)	3	Labor	O	10.00		10.00	10.00	9.50				39.50	\$8.25	\$325.88											
			S																						
Obiel Cavazos 3504 Raquel Ave. McAllen, Texas 78503 (559-61-0388)	0	Servicer	O	11.50								11.50	\$11.50	\$132.25											
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The Copeland Act (40 U.S.C. 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations 29 CFR Part 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. Compliance with these requirements is mandatory. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

We estimate that it will take an average of 56 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U. S. Department of Labor, Room S3502, 200 Constitution Avenue, N. W., Washington, D. C. 20210.

Date 06/29/2007

I, Nancy Cuellar Member
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

IOC COMPANY, LLC

(Contractor or Subcontractor) on the

Hidalgo County Pct#3 Los Trevinos Sub. #4; that during the payroll period commencing on the

(Building or Work)

25 day of 6, 2007, and ending the 1 day of 7, 2007,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

IOC COMPANY, LLC

(Contractor or Subcontractor) from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

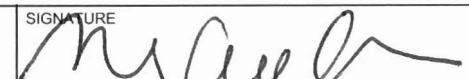
- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE
Nancy Cuellar
Member

SIGNATURE


THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

PAYROLL

(For Contractor's Optional Use; See Instructions, Form WH-347 Inst.)



Rev. April 2006

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

NAME OF CONTRACTOR <input checked="" type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/>		ADDRESS		OMB No.:	
IOC COMPANY, LLC		P.O. BOX 4737 EDINBURG, TEXAS 78540		1215-0149	
PAYROLL NO. 2		FOR WEEK ENDING 07/08/2007		Expires: 04/30/2009	
PROJECT AND LOCATION			PROJECT OR CONTRACT NO.		
HIDALGO COUNTY PCT#3 LOS TREVINOS #4 SUBDIVISION			07-1011		

(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK		
				M	T	W	T	F	S	S				FICA	WITH- HOLDING TAX	OTHER	TOTAL DEDUCTIONS				
				HOURS WORKED EACH DAY																	
Adrian Cavazos-Maldonado Route 5 Box 200 Weslaco, Texas 78596 (650-01-0631)	4	OPERATOR	O	11.00	10.00	1.00						22.00	\$10.50	\$231.00	\$14.33	\$0.00		\$3.35	\$17.68	\$213.32	
			S												\$231.00						
Alfonso Caballero 104 RioGrande Alamo, Texas 78516 (465-61-1596)	2	FRONT END LOADER OPERATOR	O	10.00	10.00		1.50					21.50	\$9.25	\$198.88	\$12.33	\$0.00		\$2.88	\$15.21	\$183.67	
			S												\$198.88						
Jesus C. Silva 1925 Aurora Street Edinburg, Texas 78541 (356-81-6854)	3	ROLLER OPERATOR	O	10.00	10.00		1.50					21.50	\$7.80	\$167.70	\$10.40	\$0.00		\$2.43	\$12.83	\$154.87	
			S																		
Omar Guerrero 1110 W. 24th Place Mission, Texas 78572 (452-69-6367)	3	Labor	O	10.00	10.00		1.50					21.50	\$7.75	\$166.63	\$10.34	\$0.00		\$2.41	\$12.75	\$153.88	
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			S																		

The Copeland Act (40 U.S.C. 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations 29 CFR Part 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. Compliance with these requirements is mandatory. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

We estimate that it will take an average of 56 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U. S. Department of Labor, Room S3502, 200 Constitution Avenue, N. W., Washington, D. C. 20210.

Date 07/06/2007

I, Nancy Cuellar Member
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

IOC COMPANY, LLC

(Contractor or Subcontractor) on the

Hidalgo County Pct#3 Los Trevinos Sub. #4; that during the payroll period commencing on the
(Building or Work)

2 day of 7, 2007, and ending the 8 day of 7, 2007,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

IOC COMPANY, LLC

(Contractor or Subcontractor) from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE

Nancy Cuellar
Member

SIGNATURE



THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

PAYROLL

(For Contractor's Optional Use; See Instructions, Form WH-347 Inst.)

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Rev. April 2006

NAME OF CONTRACTOR OR SUBCONTRACTOR ADDRESS P.O. BOX 4737 EDINBURG, TEXAS 78541
 IOC COMPANY, LLC OMB No.: 1215-0149
 Expires: 04/30/2009

PAYROLL NO. 3 FOR WEEK ENDING 15 07: '2007 PROJECT AND LOCATION HIDALGO COUNTY PCT#3 LOS TREVINOS #4 SUBDIVISION PROJECT OR CONTRACT NO. 07-1011

(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK
				M	T	W	T	F	S	S				FICA	WITH-HOLDING TAX	OTHER	TOTAL DEDUCTIONS		
				HOURS WORKED EACH DAY															
Alfonso Caballero 104 Rio Grande Alamo, Texas 78516 (465-61-1596)		FRONT END LOADER OPERATOR	O	10.00	10.00	10.00					30.00	\$9.25	\$277.50	\$22.00	\$31.54	\$7.38	\$60.92	\$447.88	
			S										\$508.80						
Jesus C. Silva 1925 Aurora St. Edinburg, Texas 78541	3	Roller Operator	O	10.00	10.00	10.00					30.00	\$7.80	\$234.00	\$22.00	\$35.30	\$8.26	\$65.56	\$503.84	
			S										\$569.40						
Omar Guerrero 1110 W. 24th Place, Mission, Texas 78572	3	Labor	O	10.00	10.00	10.00					30.00	\$7.75	\$232.50	\$17.00	\$32.19	\$7.54	\$56.73	\$462.61	
			S										\$519.34						
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The Copeland Act (40 U.S.C. 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations 29 CFR Part 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. Compliance with these requirements is mandatory. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

We estimate that it will take an average of 56 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U. S. Department of Labor, Room S3502, 200 Constitution Avenue, N. W., Washington, D. C. 20210.

Date 07/13/2007

I, Nancy Cuellar Member (Name of Signatory Party) (Title)

(1) That I pay or supervise the payment of the persons employed by

IOCC COMPANY, LLC (Contractor or Subcontractor) on the Hidalgo County Pct#3 Los Trevinos Sub. #4; that during the payroll period commencing on the 9 day of 7, 2007, and ending the 15 day of 7, 2007, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said IOCC COMPANY, LLC from the full (Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967, 76 Stat. 357; 40 U.S.C. 276c), and described below.

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

Table with 2 columns: EXCEPTION (CRAFT), EXPLANATION

REMARKS:

REMARKS: (Empty box for additional comments)

NAME AND TITLE Nancy Cuellar Member

SIGNATURE

(Handwritten signature)

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

PAYROLL

(For Contractor's Optional Use; See Instructions, Form WH-347 Inst.)

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Rev. April 2006

NAME OF CONTRACTOR <input checked="" type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/>	ADDRESS P.O. BOX 4737 EDINBURG, TEXAS 78541	OMB No.: 1215-0149 Expires: 04/30/2009
IOC COMPANY, LLC		

PAYROLL NO. 4	FOR WEEK ENDING 07/22/2007	PROJECT AND LOCATION HIDALGO COUNTY PCT# 3 LOS TREVINOS #4 SUBDIVISION	PROJECT OR CONTRACT NO. 07-1011
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(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK
				M	T	W	T	F	S	S				FICA	WITH- HOLDING TAX	OTHER	TOTAL DEDUCTIONS		
				HOURS WORKED EACH DAY															
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We estimate that it will take an average of 56 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U. S. Department of Labor, Room S3502, 200 Constitution Avenue, N. W., Washington, D. C. 20210.

Date 07/20/2007

I, Nancy Cuellar Member
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

IOC COMPANY, LLC

(Contractor or Subcontractor) on the

Hidalgo County Pct#3 Los Trevinos Subd. #4; that during the payroll period commencing on the
(Building or Work)

16 day of 7, 2007, and ending the 22 day of 7, 2007,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

IOC COMPANY, LLC

(Contractor or Subcontractor) from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

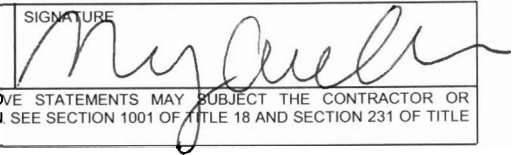
(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE
Nancy Cuellar
Member

SIGNATURE



THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.