

# V.A Architecture

## Review and Approval by Hidalgo County Precinct No. 2 of Contractor's Application and Certificate for Payment

Project:	New Administration Offices for Hidalgo County Pct. 2 & Other County Offices
Purchase Order #: Contract #	2009-037C-11-17-OTM
Application and Certificate for Payment	#1 (One)
Submitted by:	D. Wilson Construction Co.
For Period to:	12/31/09
In the amount of:	\$131,604.45

Reviewed and Approved by:

\_\_\_\_\_  
Héctor "Tito" Palacios, Commissioner  
Hidalgo County Pct. 2

Date:

\_\_\_\_\_

INVOICE RECEIVED BY:  
Esmeralda Molina ON 1-21-10  
GOODS/SERVICES RECEIVED BY:  
Hector Palacios ON 1-21-10

Vargas & Associates  
2029 Industrial Drive  
McAllen, Texas 78504  
(956) 631-2242

## Application and Certificate for Payment

<b>TO OWNER:</b> County of Hidalgo P.O. Box 1356 Edinburg, TX 78539	<b>PROJECT:</b> Contract #2009-037C-11-17-0TM New Administrative Offices for Hidalgo County Pct. 2-Pharr, TX <b>VIA ARCHITECT:</b> VA Architecture 2029 Industrial Dr. McAllen, TX 78504	<b>APPLICATION NO:</b> One (1) <b>PERIOD TO:</b> December 31, 2009 <b>CONTRACT FOR:</b> General Construction <b>CONTRACT DATE:</b> November 03, 2009 <b>PROJECT NOS:</b> / /	<b>Distribution to:</b> OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> FIELD <input type="checkbox"/> OTHER <input type="checkbox"/>
<b>FROM CONTRACTOR:</b> D. Wilson Construction Co. P.O. Box 3455 McAllen, TX 78502-3455			

### 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 .....	\$ 5,075,000.00
2. Net change by Change Orders .....	\$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) .....	\$ 5,075,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) .....	\$ 138,531.00
<b>5. RETAINAGE:</b>	
a. <u>5</u> % of Completed Work (Column D + E on G703)	\$ 6,926.55
b. <u>5</u> % of Stored Material (Column F on G703)	\$ --
Total Retainage (Lines 5a + 5b or Total in Column I of G703).....	\$ 6,926.55
6. TOTAL EARNED LESS RETAINAGE .....	\$ 131,604.45
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT .....	\$ ---
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE .....	\$ 131,604.45
9. BALANCE TO FINISH, INCLUDING RETAINAGE .....	\$ 4,943,395.55
(Line 3 less Line 6)	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$	\$
Total approved this Month	\$	\$
<b>TOTALS</b>	\$	\$
NET CHANGES by Change Order	\$	

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:** D. WILSON CONSTRUCTION COMPANY  
 By: [Signature] Date: 01/04/10  
 State of: Texas  
 County of: Hidalgo  
 Subscribed and sworn to before me this 4th day of January 2010  
 Notary Public: [Signature]  
 My Commission expires: 06/08/11



### ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this 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 ..... \$ 131,604.45  
 (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:** [Signature] Date: 1-11-10  
 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.

Hidalgo Co. Pct.2 Admin. Office  
 Job # 10-420  
 Retainage: 5%

Application No.: One  
 Application Date: 12/31/09  
 Period From: 12/01/09  
 To: 12/31/09

Item No.	Description Of The Work	Scheduled Value	Work Completed		Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
			Previous	This Period					
01-010	General Conditions	176,547.00	—	5,500	—	5,500.00	3%	171,047.00	275.00
01-405	Building Permit	13,290.00	—	13,290	—	13,290.00	100%	—	664.50
01-870	Bond	52,592.00	—	52,592	—	52,592.00	100%	—	2,629.60
01-871	Builder's Risk Policy	7,899.00	—	7,899	—	7,899.00	100%	—	394.95
01-874	Liability insurance	55,750.00	—	55,750	—	55,750.00	100%	—	2,787.50
02-002	File Notice of Intent (SWPP)	300.00	—	—	—	—		300.00	
02-002	SWPP-Inspections	2,450.00	—	—	—	—		2,450.00	
02-100	Sitework/Paving Contractor/Signage/Sidewalks	811,500.00	—	3,500	—	3,500.00	0%	808,000.00	175.00
02-282	Termite Control	7,270.00	—	—	—	—		7,270.00	
02-530	Splashblocks	250.00	—	—	—	—		250.00	
02-831	Electronic Operable Gates	23,390.00	—	—	—	—		23,390.00	
03-100	Foundation Sub	223,510.00	—	—	—	—		223,510.00	
03-100	Misc. Concrete Sub	18,500.00	—	—	—	—		18,500.00	
03-100	Insulated Concrete Forms	216,453.00	—	—	—	—		216,453.00	
04-100	Masonry Sub. (Cantera Columns)	259,531.00	—	—	—	—		259,531.00	
04-109	Masonry Rebar	1,997.00	—	—	—	—		1,997.00	
04-110	Masonry Anchor Welding	1,000.00	—	—	—	—		1,000.00	
05-100	Structural Steel	248,000.00	—	—	—	—		248,000.00	
06-100	Rough Carpenrty	85,000.00	—	—	—	—		85,000.00	
06-100	Trellis	960.00	—	—	—	—		960.00	
06-400	Millwork Sub.	80,250.00	—	—	—	—		80,250.00	
07-185	Water Proofing	49,290.00	—	—	—	—		49,290.00	
07-500	Grace Underlayment @ Towers	278,843.00	—	—	—	—		278,843.00	
08-100	Metal Doors and Frames	32,250.00	—	—	—	—		32,250.00	
08-101	Frame/Door/Hardware Labor	20,850.00	—	—	—	—		20,850.00	
08-200	Flush Doors	30,134.00	—	—	—	—		30,134.00	
08-700	Finish Hardware (Electric Strikes)	48,275.00	—	—	—	—		48,275.00	
08-800	Aluminum Entrances and Storefronts	33,595.00	—	—	—	—		33,595.00	
09-100	Drwalll & Studs W/ Hat Channel & Drywall	169,346.00	—	—	—	—		169,346.00	
09-300	Ceramic Tile	38,994.00	—	—	—	—		38,994.00	
09-500	Suspended Ceilings	76,763.00	—	—	—	—		76,763.00	
09-600	VCT	61,817.00	—	—	—	—		61,817.00	

Hidalgo Co. Pct.2 Admin. Office  
 Job # 10-420  
 Retainage: 5%

Application No.: One  
 Application Date: 12/31/09  
 Period From: 12/01/09  
 To: 12/31/09

Item No.	Description Of The Work	Scheduled Value	Work Completed		Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
			Previous	This Period					
09-900	Painting/Inc. Drywall On Ext Wall	91,754.00	—	—	—	—		91,754.00	
10-350	Flag Pole (4)	5,528.00	—	—	—	—		5,528.00	
10-350	Flag Pole Labor	3,500.00	—	—	—	—		3,500.00	
10-400	Signage & Graphics	11,159.00	—	—	—	—		11,159.00	
10-400	Signage & Graphics Labor	3,200.00	—	—	—	—		3,200.00	
10-520	Fire Extinguishers	2,464.00	—	—	—	—		2,464.00	
10-520	Fire Extinguishers Labor (\$50 ea)	1,150.00	—	—	—	—		1,150.00	
10-600	Toilet Partitions	2,280.00	—	—	—	—		2,280.00	
10-600	Toilet Partitions Labor	255.00	—	—	—	—		255.00	
10-800	Toilet and Bath Accessories	10,496.00	—	—	—	—		10,496.00	
10-800	Toilet and Bath Accessories Labor (\$10 ea)	1,850.00	—	—	—	—		1,850.00	
11-130	Audio Visual Equipment	5,550.00	—	—	—	—		5,550.00	
11-130	Audio Visual Equipment Labor	675.00	—	—	—	—		675.00	
13-600	Solar Energy System (Solar Lighting)	268,285.00	—	—	—	—		268,285.00	
13-605	Lighting Installation w/ Poles & Bases	114,596.00	—	—	—	—		114,596.00	
13-650	Photovoltaic System	209,143.00	—	—	—	—		209,143.00	
13-815	Wind Turbines	69,344.00	—	—	—	—		69,344.00	
15-100	Plumbing Contractor	185,750.00	—	—	—	—		185,750.00	
15-500	HVAC Contractor	324,500.00	—	—	—	—		324,500.00	
16-100	Electric Contractor	399,925.00	—	—	—	—		399,925.00	
BF-003	Landscape & Irrigation Allowance	150,000.00	—	—	—	—		150,000.00	
BF-001	Betterment Allowances	50,000.00	—	—	—	—		50,000.00	
BF-019	HVAC Contingency	8,000.00	—	—	—	—		8,000.00	
BF-015	Plumbing Contingency	8,000.00	—	—	—	—		8,000.00	
BF-016	Electrical Contingency	8,000.00	—	—	—	—		8,000.00	
BF-032	Structural Contingency	8,000.00	—	—	—	—		8,000.00	
BF-050	Lawn Sprinkler Allowance	5,000.00	—	—	—	—		5,000.00	
	<b>Contract sum</b>	<b>5,075,000.00</b>	<b>-</b>	<b>138,531.00</b>	<b>-</b>	<b>138,531.00</b>	<b>3%</b>	<b>4,936,469.00</b>	<b>6,926.55</b>

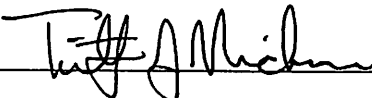
**GENERAL CONTRACTOR'S  
AFFIDAVIT AND PARTIAL WAIVER OF LIEN # 1**

**THE STATE OF TEXAS            COUNTY OF HIDALGO**

BEFORE ME, the undersigned authority, on this day personally appeared, Timothy J. Mickunas, who being duly sworn, upon his/her oath, declares and acknowledges as follows:

1. I am a duly authorized of D. Wilson Construction Company (the "General Contractor")
2. Pursuant to an agreement between Hidalgo County and the General Contractor, materials have been supplied and/or labor has been performed in connection the construction of the project upon certain real property owned by the Owner in Hidalgo County, Texas. Said project are more particularly described as **New Hidalgo County Pct. 2 Administration Offices, Pharr, Texas.**
3. In consideration of and conditioned upon receipt of payment through December 31, 2009 from the Owner, D. Wilson Construction Company hereby waives and releases any and all liens, rights and interests under the construction and statutes of the State of Texas, for any labor and/or materials supplied to the Project, as of the date stated above.
4. D. Wilson Construction Company certifies that the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, and should any deviations from the contract documents, be found at any time, General Contractor holds the Owner, the Architect, and Engineers harmless.

EXECUTED this 28<sup>th</sup> day of December, 2009.

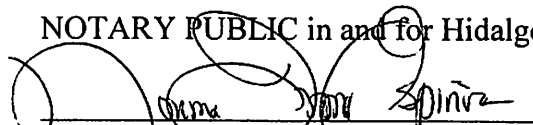
By: 

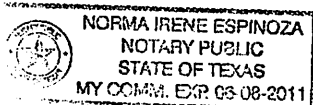
Title: Timothy J. Mickunas, Secretary/Treasurer

SUBSCRIBED AND SWORN TO before me by the said Secretary/Treasurer of D. Wilson Construction Company this 28<sup>th</sup> day of December, 2009, to certify which witness my hand and seal of office.

Seal:

NOTARY PUBLIC in and for Hidalgo County, The State of Texas

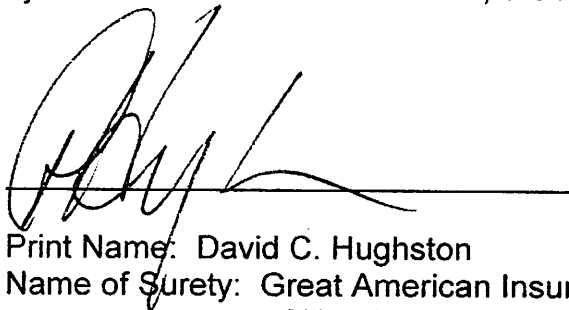
  
My Commission Expires on: 06/08/11



December 30, 2009

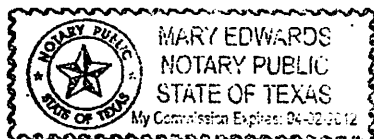
This is to confirm that we have reviewed the Application for Payment No. 1 submitted by D. Wilson Construction Company the Contractor for the New Hidalgo County Pct. 2 Administration Offices and Other County Offices, Pharr, Texas, and that we approve, without reservation, of the payment of the requested funds to the Contractor by Hidalgo County.

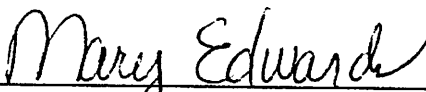
Great American Insurance Company of New York certifies that the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, and should any deviations from the contract documents, be found at any time, Great American Insurance Company of New York holds the Owner, the Architect, and Engineers harmless.



Print Name: David C. Hughston  
Name of Surety: Great American Insurance  
of New York

This instrument was acknowledged before me, the undersigned authority by David C. Hughston on the 30th day of December, 2009

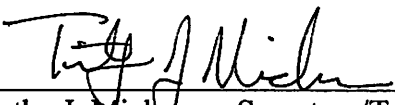


  
Notary Public for the State of Texas  
Commission Expires: 4/2/2012

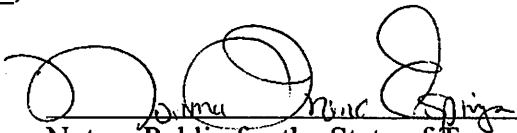
## § 9.3 APPLICATIONS FOR PAYMENT

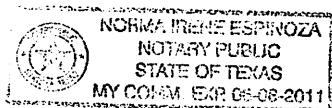
In accordance with § 9.3.1 of AIA Document A201, General Conditions of the Contract for Construction, D. Wilson Construction Company certifies that there are no known mechanics', materialman's, or laborers' liens or claims, or any other liens or claims, legal or equitable, contractual, statutory, or constitutional, outstanding or known to exist at the date of this Application; all due and payable bills with respect to the Work have been paid to date or are included in the amount requested in the **Application #1** and there is no known basis for the filing of any mechanics', materialman's or laborers' 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 material men for Work done and materials furnished have been 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 the Architect together with Contractor's waiver and release of liens and claims at the time of submission of the Application for Payment.

D. WILSON CONSTRUCTION COMPANY

  
\_\_\_\_\_  
Timothy J. Mickunas, Secretary/Treasurer

This instrument was acknowledged before me, the undersigned authority by Timothy J. Mickunas on the 4<sup>th</sup> day of January, 2010.

  
\_\_\_\_\_  
Notary Public for the State of Texas  
My Commission Expires: 06/08/11









Date 12/17/2009

I, Vicki Eckenrode Bookkeeper  
(Name of Signatory Party) (Title)

do hereby state:

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

D. Wilson Construction Company on the  
(Contractor or Subcontractor)

Hidalgo Co. Pct. 2 Admin. Offices; that during the payroll period commencing on the  
(Building or Work)

11th day of December, \_\_\_\_\_, and ending the 17th day of December, 2009

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

D. Wilson Construction Company 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.

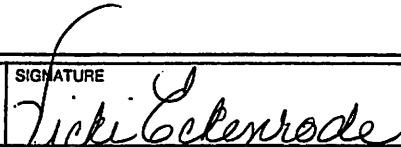
(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- 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

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE <u>Vicki Eckenrode</u> <u>Bookkeeper</u>	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.)



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.: 1215-0149
D. Wilson Construction Company	P.O. Box 3455 McAllen, TX 78502-3455	Expires: 03/31/2006
PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION
3	12/24/2009	Hidalgo County Pct.2 Admin. Offices Pharr, TX
		PROJECT OR CONTRACT NO.
		2009-037C-11-17-OTM

(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	
				F	Sa	Su	M	Tu	W	Th				FICA	WITH-HOLDING TAX	OTHER	TOTAL DEDUCTIONS			
				18	19	20	21	22	23	24				HOURS WORKED EACH DAY						
Guerra, Casimiro 705 San Blas St. Mission, TX 78572 452-06-7103	0	Superinten- dent	o										/							
			s				8	8	8	8	32		978.80	74.16	140.76			157.40	372.32	606.48
			o										/							
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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 12/24/2009

I, Vicki Eckenrode Bookkeeper  
(Name of Signatory Party) (Title)

do hereby state:

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

D. Wilson Construction Company on the  
(Contractor or Subcontractor)  
Hidalgo Co. Pct. 2 Admin. Office; that during the payroll period commencing on the  
(Building or Work)

18th day of December, \_\_\_\_\_, and ending the 24th day of December, 2009,  
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

D. Wilson Construction Company 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

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE <u>Vicki Eckenrode</u> <u>Bookkeeper</u>	SIGNATURE <u>Vicki Eckenrode</u>
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.)



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.: 1215-0149 Expires: 03/31/2006
D. Wilson Construction Company	P.O. Box 3455 McAllen, TX 78502-3455	
PAYROLL NO. 1	FOR WEEK ENDING 12/10/2009	PROJECT AND LOCATION Hidalgo County Pct.2 Admin. Offices Pharr, TX
		PROJECT OR CONTRACT NO. 2009-037C-11-17-OTM

(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	
				F	Sa	Su	M	Tu	W	Th				FICA	WITH- HOLDING TAX	OTHER	TOTAL DEDUCTIONS			
				4	5	6	7	8	9	10										
Guerra, Casimiro 705 San Blas St. Mission, TX 78572 452-06-7103	0	Superinten- dent	o										/							
			s	8			8	8	8	8	40		1223.50	92.70	175.94			96.75	465.39	758.11
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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 12/17/2009

I, Vicki Eckenrode Bookkeeper  
(Name of Signatory Party) (Title)

do hereby state:

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

D. Wilson Construction Company on the  
(Contractor or Subcontractor)

Hidalgo Co.Pct.2 Admin.Offices; that during the payroll period commencing on the  
(Building or Work)

11th day of December, \_\_\_\_\_, and ending the 17th day of December, 2009

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

D. Wilson Construction Company 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

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE <u>Vicki Eckenrode</u> <u>Bookkeeper</u>	SIGNATURE <u>Vicki Eckenrode</u>
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.	



Date 12/24/2009

I, Vicki Eckenrode Bookkeeper  
(Name of Signatory Party) (Title)

do hereby state:

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

D. Wilson Construction Company on the  
(Contractor or Subcontractor)  
Hidalgo Co. Pct.2 Admin. Office; that during the payroll period commencing on the  
(Building or Work)

18th day of December, and ending the 24th day of December, 2009  
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

D. Wilson Construction Company 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

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE <b>Vicki Eckenrode</b> <b>Bookkeeper</b>	SIGNATURE <i>Vicki Eckenrode</i>
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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.



January 8, 2010

Mr. Reynaldo Vargas, AIA  
VA Architecture  
2029 Industrial Dr.  
McAllen, TX 78504

Re: New Precinct No. 2 Administrative Offices for Hidalgo County  
and Other County Offices - Pharr, TX

Dear Sir:

Enclosed please find six (6) copies of Payment Request No. **One** dated **01-04-10** for the above referenced project. The schedule of values will be more detailed as we submit billings from our subcontractors and suppliers.

Also attached to each set of the Payment Requests are copies of the following documents:

- General Contractor's Affidavit and Partial Waiver of Lien #1
- Statement from Surety Company
- Applications for Payment Certification
- Certified Payroll Reports for General Contractor only. We have not received any billings from subcontractors as of this date.

The certified payroll reports were not submitted by the sitework contractor because the work for which they billed was preparatory to coming on-site.

***Please return an approved copy of the pay request at your earliest convenience.***

If you have any questions, please call us.

Sincerely,

  
TIMOTHY J. MICKUNAS  
D. WILSON CONSTRUCTION COMPANY

TJM:ie

enclosures